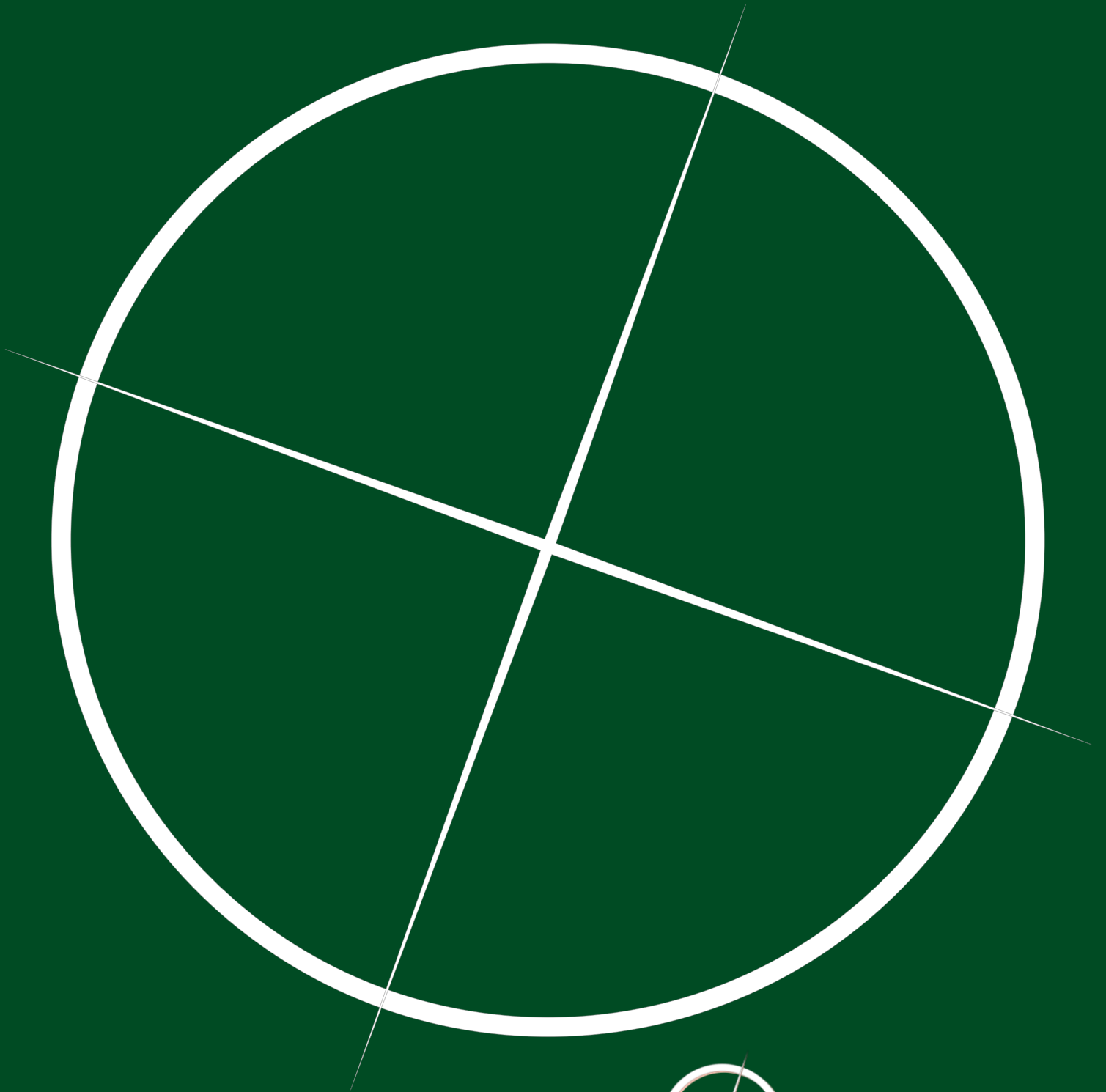


# Group Personal Accident Policy Wording



 **ORTUS**

**UNDERWRITING**

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## Introduction

## How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

## Claims Procedure

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible and notice of any incident that may give rise to a claim must be made as soon as is feasibly possible.

Claim Notifications should be sent to:

Ortus Personal Accident and Illness Claims

Telephone: +44 (0)800 193 3326

Email: [ah-claims@ortusunderwriting.com](mailto:ah-claims@ortusunderwriting.com)

## Welcome

Thank **You** for choosing Ortus Underwriting to be **Your** Insurance Provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately.

This is a legal document and should be kept in a safe place.

## Who is Ortus Underwriting

Ortus Underwriting are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling the FCA on 0800 111 6768.

## Complaints procedure

**We** aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong.

If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your Policy** number, **Your** name and address.

### Making a Complaint

If **You** wish to make a complaint in relation to **Your Policy**, **Our** contact details are:

Head of Compliance, Canopius Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: [A&Hcomplaints@canopius.com](mailto:A&Hcomplaints@canopius.com) and [Complaints@canopius.com](mailto:Complaints@canopius.com)

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Lloyd's Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within 6 months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# Important Information

## Data Protection Notice

**We** are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which will be available on **Our** website [www.canopius.com/privacy](http://www.canopius.com/privacy)

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

**We** may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** will also collect personal information about any additional people who **You** wish to be insured under the policy.

**We** may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **You** be claiming for sickness or an accident.

**We** collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

Group Data Protection Officer  
Canopius Managing Agents Limited  
Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ, UK  
[privacy@canopius.com](mailto:privacy@canopius.com)  
T + 44 20 7337 3700

## Your Insurance Policy

This **Policy** is underwritten by Canopus Managing Agents Limited for Lloyd's Syndicate 4444 and is administered by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

**We** will insure **You** against **Bodily Injury** and **Illness** in accordance with the **Policy** schedule during the **Period of Insurance**.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Us** promptly, as failure to do so may prejudice **Your** rights under this **Policy**.

### Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the **Underwriters**



Matthew Stark  
Chief Executive Officer  
Ortus Underwriting  
Registered Office: 15 Westferry Circus, London, E14 4HD  
Registered in England No: 08142321  
Authorised and regulated by the Financial Conduct Authority

## General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

### Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

#### **Accident/Accidental**

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

#### **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.

#### **Annual Salary**

The **Insured Person's** Gross **Annual Salary** including dividends as declared within **Your** audited accounts during the twelve months prior to any claim but excluding remuneration received in respect of bonuses, commission, overtime and the like.

#### **Benefit Period**

The maximum period for which the **Temporary Total Disablement** or **Temporary Partial Disablement** benefit is payable. This period will commence at the end of the **Excess Period**.

#### **Bodily Injury**

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

#### **Broker**

The company through which **You** purchased the **Policy** with **Us**.

#### **Channel Islands**

Jersey, Guernsey, Alderney and Sark.

#### **Coma**

A continuous, unconscious and unresponsive state.

#### **Country of Domicile**

The country in which the **Insured Person** permanently resides.

#### **Dependant Child**

A child under the age of 18 years or under the age of 23 years if in full time education.

#### **Director**

An appointed or elected member of the board of **Directors** of a company.

#### **Excess Period**

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

#### **Fraud/Fraudulent**

Wrongful or criminal deception intended to result in financial or personal gain.

#### **Gross Weekly Wage**

1/52nd of the "**Annual Salary**".

### **Home**

Any flat, house or mobile/park home which is the main permanent residence of the **Insured Person** within the **United Kingdom**.

### **Illness**

A disease or sickness of the **Insured Person**.

### **Insured Person**

Any person shown in the **Policy** as being an **Insured Person**. For **Insured Persons**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever the sooner.

### **Loss of Limb**

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

### **Medical Expenses**

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### **Medical Practitioner**

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your** employees

### **Operative Time**

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

### **Our, Us, We, Underwriters**

Lloyd's Syndicate 4444

### **Out of Pocket Expenses**

Additional costs unexpectedly and necessarily incurred by an **Insured Person** solely as a result of the **Bodily Injury** for reasonable food, drink, telephone calls and transportation costs.

### **Paraplegia**

The permanent and total paralysis of the lower half of the body which shall include the two lower limbs bladder and rectum.

### **Partner**

The **Insured Person's** spouse, civil partner, or any person they are co-habiting with as a couple.

### **Period of Insurance**

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

### **Permanent Total Disablement**

Disablement which entirely prevents **You** from attending to the business or occupation of any and every kind and which in any event lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement

### **Permanent Total Loss of Hearing**

Permanent total and irrecoverable loss of hearing which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Sight**

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Speech**

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Policy**

This document, schedule and any endorsements attached or issued with it.



**Premises**

The interior part of **Your** building in the **United Kingdom** which is leased or owned by **You** and from where **You** conduct **Your** business.

**Principle Sum Insured**

The Sum Insured noted in the **Policy** schedule for the item against which the **Insured Person** has claimed.

**Quadriplegia**

The permanent and total paralysis of the two upper limbs and two lower limbs.

**Radiation**

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

**Statement of Fact**

The proposal form and the quotation **You** have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

**Triplesia**

The permanent and total paralysis of three limbs.

**United Kingdom**

England, Scotland, Wales, Northern Ireland, the **Channel Islands** and the Isle of Man.

**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 Person** 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**
9. 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 Person** whether **War** be declared with that state or not.

**Water Sports Activity**

Sports played or undertaken on or in the water, including but not limited to:

Surfing and body-boarding, waterskiing/wakeboarding, sailing (on a non-motorised sailing craft), paddleboarding, kitesurfing/foiling, windsurfing/foiling, wing surfing/foiling, swimming and snorkelling

**Water Sports Equipment**

Bar, Board, Board bag, Boom, Buoyancy aid, Fin, Foil, Footstraps, Helmet, Kite, Mast, Mast extension, Sail, Safety Leash, Seat Harness, Water Shoes, Wetsuit, Windsurfing rig, Wing,

**You, Your, Yours**

The Insured and/or **Insured Person** as stated in the **Policy** schedule.

## General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

### Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

### Cancellation by the Insured and Us

The **Policy** may be cancelled by the **Insured** by giving **Us** thirty days' written notice by recorded delivery. **We** shall return any unused portion of the premium paid by the **Insured** to the **Insurer** for the **Period of Insurance** provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**.

The **Policy** may be cancelled by the **Insurer** by giving the **Insured** thirty days' written notice by recorded delivery to the last known address of the **Insured**. The **Insurer** shall return any unused portion of the premium paid by the **Insured** to the **Insurer** for the **Period of Insurance**. The calculation of the unused portion of the premium shall be made as soon as practicable after written notice of cancellation has been given to the **Insured** but the failure of the **Insurer** to provide details to the **Insured** of the unused portion of the premium in the notice of cancellation shall not affect the validity of such notice.

The **Policy** may be cancelled by the **Insurer** for non-payment of premium by giving the **Insured** seven days' written notice by recorded delivery to the last known address of the **Insured**.

It is the responsibility of the **Insured** to notify **Insured Persons** that the policy has been cancelled and to return any unused premium to **Insured Persons** if the premium has been paid by them and they have not made a claim.

### Cancellation by an Insured Person

An **Insured Person** has no rights to cancel the group **Policy** held by the **Insured**.

An **Insured Person** may withdraw from their inclusion of cover under this group **Policy** by giving notice in writing to the **Insured** or their appointed administrators. Cover will cease at the end of the period for which payment of premium was paid to **Us**.

### Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** or an **Insured Person's** position to recover any claim under this **Policy**.

### Fair Presentation of Risk

**You** must make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**.

Where **You** fail to make a fair presentation of the risk **We** may at **Our** absolute discretion;

1. Amend the **Policy** to record the correct information.
2. Treat the **Policy** as if it included any additional terms as **We** may have reasonably required had a fair presentation been made. Where different terms are applied that result in an additional premium **You** shall be liable to pay for such an additional premium.
3. Reduce proportionately the amount for which **We** are liable on any claim by the proportion to which the premium actually charged bears to the premium that **We** would have charged had a fair presentation been made.
4. Refuse to pay **Your** claim.
5. Where the failure to make a fair presentation of the risk is to such an extent that had a fair representation been made, on the balance of probabilities **We** would not have issued the **Policy** **We** may
  - (a) Avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
  - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
  - (c) Cancel the **Policy** under **Policy** Condition: Cancellation – **Our** Rights to Cancel
6. Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may;
  - (a) Avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to **Us**
  - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**

- (c) In addition to avoiding **Your Policy We** may also avoid any other policies which **We** have issued to **You** and return the Premium paid by **You** to **Us** for such policies except in the circumstances where;
- (i) Failure to make a fair presentation under such policies is also deliberate and/or reckless
  - (ii) Claims have also been made on these policies

#### Financial Crime

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **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** or United States of America.

#### Interest on Benefit Payable

**We** will not pay interest on any benefit payable.

#### Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other **Accident** Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Items 1-7 as shown on the **Policy** schedule which will be paid in full.

#### Trust Assignment

**We** will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

#### **Claims Conditions**

The following claims conditions apply to this **Policy**

#### Claims Co-operation

**You** and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

#### Claim Notification

Notice must be sent to **Us** as soon as practicable of any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place himself under the care of a duly qualified **Medical Practitioner** notice of any incident that may give rise to a claim must be made as soon as is feasibly possible and by no later than 365 days after the incident date. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will the **Underwriters** be liable to pay benefit unless the medical adviser or advisers appointed by the **Underwriters** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **Insured Person**. Failure to comply with this condition may prejudice any claim made under this section.

#### Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

## General Policy Exclusions

### Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

**We** will not cover death, disablement or loss:-

1. Unless the **Insured Persons** are active members of Club North when the **Injury** occurred
  2. For any pre-existing condition where the **Insured Person** has sustained any **Injury** within 12 months prior to the commencement of the **Period of Insurance** or any disability or condition for which the **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance**
  3. For any claim for a fracture where osteoporosis has been diagnosed and made known to the **Insured Person** prior to the date of the **Injury**
  4. For a Fracture of any bones other than the Skull, Cheekbone, Jaw, Collar Bone, Shoulder Blade, Arm, Vertebra, Pelvis, Wrist, Hand, Upper Leg, Knee, Lower Leg, Ankle or Foot
  5. Whilst the **Insured Person** is riding or driving in any kind of professional race.
  6. For any claim for **Accident** in which the **Insured Person** was under 18 years of age, or over 75 years of age at the time the **Period of Insurance** commenced
  7. If the **Insured Person** is participating in any sport or activity as a professional, deriving income of more than four thousand pounds Sterling (GBP4,000) or equivalent currency per annum for the **Insured Person's** participation in that sport or activity
  8. Directly or indirectly caused or contributed to by the **Insured Person'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 arising from or attributable to **Illness** or natural cause.
  10. Any claim in respect of Items 13-17 for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 52 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 52 weeks.
  11. For claims where medical or other suitable evidence is not provided.
  12. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
  13. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
  14. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
  15. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
  16. Arising out of or consequent upon or contributed to **Radiation**.
  17. Where an **Insured Person** is over the age limit noted on the **Policy** schedule
- Arising from an Accident which occurs whilst the Insured Person is not a member of the Insured.**

## Personal Accident Cover

### What is Covered

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

### **Extensions to the Policy**

The insurance provided by this Section is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

#### **Item 8 – Water Sports Equipment in Transit**

##### Cover

If the **Insured Person** is travelling outside of their country of domicile with their **Water Sports Equipment**, transported in luggage specifically designed for the purpose. **We** will cover the necessary and reasonable repair or **Replacement Cost of Water Sports Equipment** if lost or damaged whilst in transit up to £2500. Limited to one (1) claim per year.

#### **WHAT WE DO NOT COVER**

1. An **Excess** of £100
2. Loss or damage if the **Water Sports Equipment** is not owned by the **Insured Person**
3. Loss or damage if the **Insured Person** cannot provide proof of purchase
4. Loss or damage if the **Water Sports Equipment** was purchased more than five years before the date of loss
5. Cosmetic damage, scratching, dents or any other marks that do not affect the function or structural integrity of the **Water Sports Equipment**
6. Damage to **Water Sports Equipment** unless the items are securely packaged with an accompanying receipt from an airline
7. The **Insured Person** did not notify the loss or damage to an airline within 24 hours and obtained either a written 'Carriers report' or a 'Property irregularity report'
8. **Water Sports Equipment** lost or damaged whilst in use
9. **Gadget Device(s)**

#### **Item 9 - Water Sports Equipment Hire**

##### Cover

**We** will pay the **Insured Person** hire costs up to £100 per day, up to a limit of £300 per claim, limited to one (1) claim per year, for the hire of equivalent **Water Sports Equipment**, if during an outward or onward journey any items of **Water Sports Equipment** ;

1. Fails to arrive at a venue outside of an **Insured Person's** country of domicile for more than six hours; or
2. Arrives damaged beyond repair

#### **WHAT WE DO NOT COVER:**

1. Any costs other than hire costs up to the limit shown
2. If the **Insured Person** cannot provide a receipt for hire costs
3. The **Insured Person** did not notify the failure to arrive or damage to an airline within 24 hours and obtained either a written 'Carriers report' or a 'Property irregularity report'.
4. The **Insured Person** cannot provide photographic proof of damage where applicable

#### **Item 10 – Fractures and Dislocation**

##### Cover

If an **Insured Person** sustains an **Injury** during the **Operative Time** while participating in a **Water Sports Activity** that result in fractures and/or dislocations, We will pay the Insured Person the amount appropriate to the benefit shown below.

Fractures and dislocations: cover up to £5,000, limited to

|   |               |
|---|---------------|
| 1. A fracture of:   | <b>Amount</b> |
| a) hip or pelvis  | <b>£500</b>   |
| b) leg (excluding kneecap)  | <b>£500</b>   |
| c) collar-bone, arm   | <b>£500</b>   |
| d) skull (including cheekbone and jaw)                                | <b>£500</b>   |
| e) shoulder-blade   | <b>£500</b>   |
| f) bone(s) in foot or hand (excluding toes and fingers)               | <b>£500</b>   |
| g) toe(s) or finger(s)  | <b>£100</b>   |
| h) spine  | <b>£5,000</b> |
| 2. A dislocation of:  |               |
| a) spine or hip   | <b>£5,000</b> |
| b) knee, ankle, wrist, elbow, collarbone (excluding toes and fingers) | <b>£300</b>   |
| c) any other dislocation requiring general anaesthetic or traction    | <b>£100</b>   |

## WHAT WE DO NOT COVER

We will not pay any claim directly or indirectly caused by or contributed to by:

1. Osteoporosis, where this condition has been diagnosed and made known to the **Insured Person** before the fracture.

### Item 11 – Facial Scarring

#### Cover

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in a new facial scar not present before the **Accident**, **We** will pay the **Insured Person** the amount appropriate to the benefit shown below

1. New permanent facial scars longer than 10cm £1,150
2. New permanent facial scars between 3cm and 9cm £750

## WHAT WE DO NOT COVER

1. **We** will not pay any claim directly or indirectly caused by or contributed to by a previous facial scar suffered by the **Insured Person** not caused by the **Accident**.

### Item 12 – Optical Injury

#### Cover

If an **Insured Person** sustains an optical **Injury** during the **Operative Time** while participating in a **Water Sports Activity**, which requires the **Insured Person** to be admitted as an in-patient to a hospital. **We** will pay up to a maximum of £25 for an eye test if this is required. In addition, **We** will pay a maximum of one claim per year of up to £150 towards the cost of purchasing, replacing or repairing spectacles or contact lenses;

1. for accidental damage to spectacles; or
2. if contact lenses need to be replaced due to damage; or
3. the **Insured Person**, within thirty (30) days of the **Injury**, is prescribed spectacles or contact lenses due to eye damage.

### Item 13 – Physiotherapy Fees

#### Cover

If the **Insured Person** sustains an **Injury** within the **Operative Time** while participating in a **Water Sports Activity** during the **Period of Insurance**, **We** will pay the **Insured Person** the costs and expenses up to £1,000 of Physiotherapy Fees that are reasonably and necessarily incurred within twelve (12) months from the date of the **Accident** for all **Injuries** arising from the same **Accident**.

## CONDITIONS SPECIFIC TO THIS SECTION

1. Before **We** pay any claim, The **Insured Person** shall provide **Us** with written proof from their **Medical Practitioner** stating their **Injury** and justifying the requirement for physiotherapy fees to be incurred privately rather than utilising care provided by the **United Kingdom's** or local country National Health Service.

## WHAT WE DO NOT COVER

1. The **Excess** as stated in the table of benefits.
2. Any treatment received beyond 12 months of the **Injury**

### Item 14 – Dental Fees

#### Cover

If the **Insured Person** sustains an **Injury** within the **Operative Time** during the **Period of Insurance**, **We** will pay the **Insured Person** the costs and expenses of dental fees up to £1,000 that are reasonably and necessarily incurred for immediate relief of pain and repair of the **Insured Person's** natural teeth arising from the same **Accident**.

## CONDITIONS SPECIFIC TO THIS SECTION

1. Prior to **Our** paying any claim, the **Insured Person** shall provide **Us** with written proof from their **Dental Practitioner** stating the **Injury** and justifying the requirement for dental fees to be incurred privately rather than utilising care provided by the **United Kingdom's** or local country National Health Service.

## WHAT WE DO NOT COVER

1. The **Excess** as stated in the table of benefits; or
2. The cost of any repairs to or replacement of dentures, dental appliances, crowns or precious metals.

### Item 15 – Coma Benefit

#### Cover

If the **Insured Person** suffers an **Accident** during the **Operative Period** which results in the **Insured Person** being in a **Coma** for more than 5 days, **We** will pay £50 for each further day an **Insured Person** is in a **Coma** up to a maximum payment period of 30 days.

## WHAT WE DO NOT COVER

1. Any claim where the **Insured Person** was not wearing required safety equipment

## Conditions Applicable

The following conditions apply to all Sections of this **Policy** and should be read in conjunction with the General Conditions applying to the whole **Policy**:

1. Where an **Insured Person** is a **Dependant Child**:
  - (a) The definition for **Permanent Total Disablement** shall be amended to read as follows:

“Disablement which entirely prevents the **Insured Person** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially”.
  - (b) Item 8 of the **Policy** schedule shall not be covered.
2. If Item 1 of the **Policy** schedule is covered and an **Accident** causes the **Insured Person's** death within twelve months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under Items 2-7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
3. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such Items.
4. **We** will not pay for more than one of the benefits covered under Items 1-7 in respect of the same **Accident**.

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