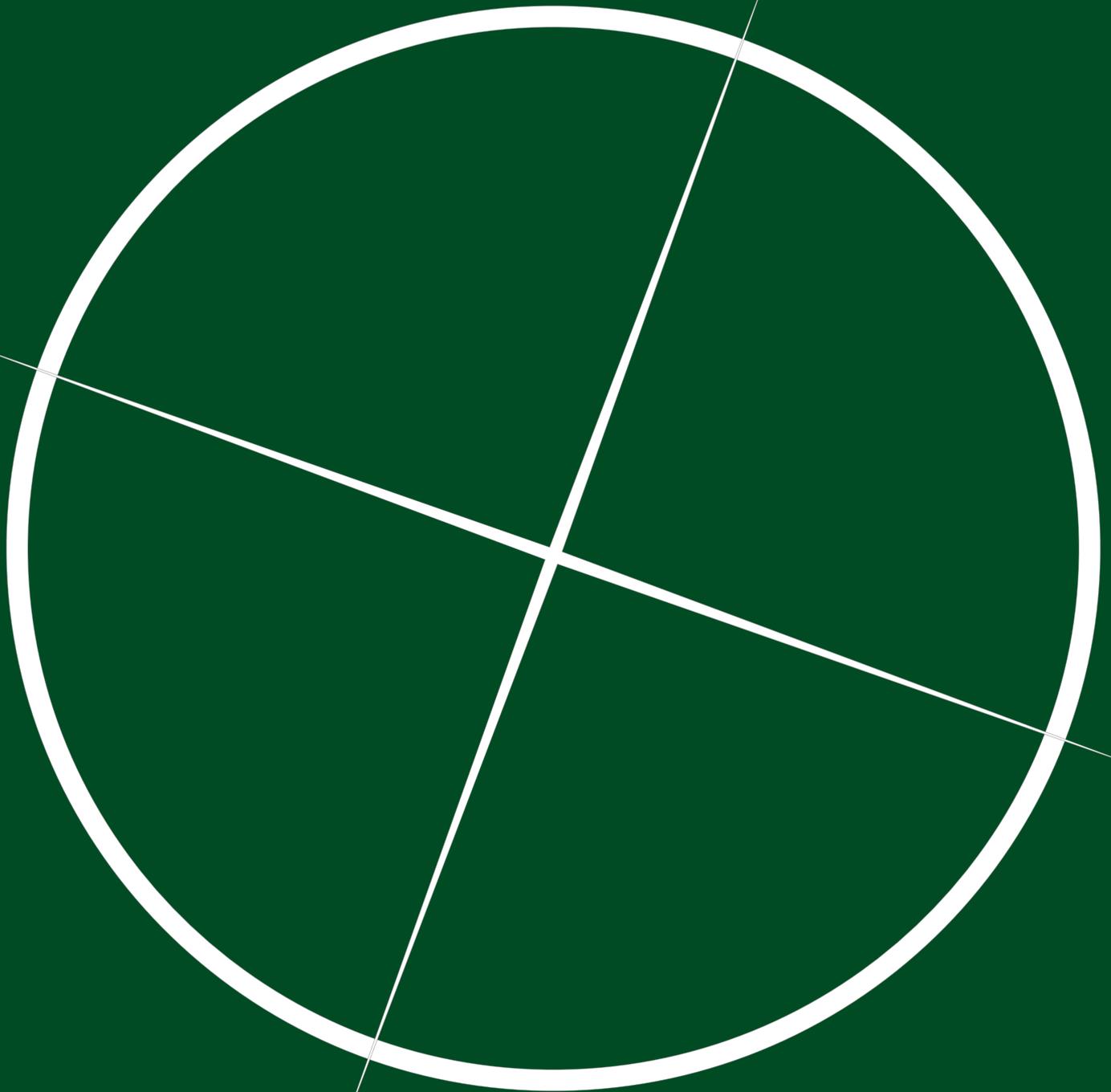


British Taekwondo
Personal Accident Insurance
Policy Wording



 **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. Notice of any incident that may give rise to a claim must be made as soon as is feasibly possible at the date of **Accident**.

Claim Notifications should be sent to:

Ortus Personal Accident Claims

Telephone: +44 (0)800 193 3326

Email: 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 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, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: A&Hcomplaints@canopus.com and Complaints@canopus.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

Lloyd's Website: 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 six 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

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

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

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
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.

In respect of Section A **Personal Accident** Cover, **We** will insure **You** against **Bodily Injury** as defined in this **Policy**, which occurs during the **Operative Time** within 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 **Your Broker** promptly as any 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.

Aggregate Limit

The maximum amount **We** will pay as shown in the **Policy** schedule.

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 professional sporting activities, bonuses, commission, overtime and the like.

Benefit Period

The maximum period for which the **Temporary Total 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.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Country of Domicile

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

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Dependant Child

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

Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz.

Director / Business Partner

A person who is an appointed or elected member of the board of Directors of the **Insured** (but not including a non-executive director or company secretary unless agreed in writing by **Us**) or any person who is a member of the management or executive committee (or equivalent body) of a partnership and who are listed as a current officer of the **Insured** at Companies House.

Employee

Any person(s) under a contract of employment, contract of service or apprenticeship with the **Insured** who is not a **Director / Business Partner**.

Excess Period

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

Hemiplegia

The permanent and total paralysis of the one half of the body.

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

The company or organisation named in the **Policy** schedule.

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** or **Director / Business Partner**

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 Partial Disablement

Permanent Total Disablement, is extended to include the following scale of benefits, herein referred to as **Permanent Partial Disablement**. The sum insured for each item below shall be payable as a percentage of the sum insured equivalent to the degree of **Permanent Partial Disablement**. The following table is the amount of benefit payable in respect of specific disabilities:-

Item	Permanent Total Disablement	100%
------	-----------------------------	------

Loss by amputation or permanent total loss of use of: -

Item	Permanent Partial Disablement	Right	Left
i	One thumb	20%	17.5%
ii	One index finger	15%	12.5%
iii	Any other finger	10%	7.5%
iv	Permanent total loss of use of shoulder or elbow	25%	20%
v	Permanent total loss of use of wrist	20%	15%

Loss by amputation or permanent total loss of use of: -

vi	One big toe	10%
vii	Any other toe	3%
vii	Permanent total loss of use of hip or knee or ankle	20%
viii	Removal of lower jaw by surgical operation	30%
ix	Shortening of at least 5 centimetres of lower limb	15%

Facial scarring equivalent to the following degree of scarring: -

x	5cm in length or an area of 5 sq. cm or more	5%
xi	10cm in length or an area of 10 sq. cm or more	10%

Burns equivalent to the following degree of burns: -

xii	9% to 18% of Body Surface	15%
xiii	19% to 27% of Body Surface	20%
xiv	28% of Body Surface or more	25%

Conditions

1. Benefits i to v above shall be reversed in the event of the **Insured Person** being left-handed.
2. If benefit is payable in respect of one **Insured Person** under more than one item as a result of one **Accident**, the total payable shall not exceed 100% of the sum insured for **Permanent Total Disablement**.

3. In the event of an **Insured Person** sustaining any permanent disability not noted above, the benefit payable shall be calculated by assessing the degree of disability relative to the above scale but without reference to the **Insured Person's** occupation.

If benefit is payable for loss of or loss of use of a whole member of the body then benefits for parts of that member cannot also be claimed.

Permanent Total Disablement

For **Insured Persons** who are not a **Dependent Child**:-

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve months and at the end of that period is beyond hope of improvement.

For **Insured Persons** who are a **Dependent Child**:-

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

Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing that results in the **Insured Person** being classified as **Deaf** which lasts twelve consecutive months and at the expiry of that period is medically determined to **Our** satisfaction as being 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. For loss of sight:

1. in both eyes where an **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **Insured Person** should see at sixty (60) feet).

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.

Temporary Partial Disablement

Disablement which temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation, excluding professional sporting activities.

Temporary Total Disablement

For **Insured Persons** in paid in employment:

Disablement which is medically determined to temporarily prevent an **Insured Person** from undertaking all parts of their usual occupation as carried out at the date of the **Accident**.

For **Insured Persons** who are not in paid employment:

Disablement which is medically determined to temporarily prevent an **Insured Person** from undertaking their usual duties or activities (including attending to scholastic duties) as carried out at the date of the **Accident** and resulting in **Out of Pocket Expenses**.

Triplegia

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.

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** unless the premium is paid annually when a proportionate return will be given to the **Insured** for them to pass on to the **Insured Person** provided the **Insured Person** has paid the premium.

Changes to Business Activities and Occupations

1. Any change in **Your** business activities must be notified to **Your Broker** and agreed in writing by **Us**.
2. Any change to the **Insured Person's** occupation as originally disclosed to **Us** must be notified to **Your Broker** and agreed in writing by **Us**.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

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.

Cyber Risks

Any benefits for **Bodily Injury** or **Illness** due to:

1. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 2. any computer virus;
 3. any computer related hoax relating to 1. and/or 2. above
- are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

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.

Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

Maximum Benefit Limit

The maximum amount **We** will pay for Section A Items 14-19 in total in respect of any one **Accident** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other corporate travel 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 Section A 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

In respect of Section A Personal Accident, notice must be sent to **Us** as soon as practicable, and by no later than 365 days after the incident, 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 must be sent to **Us** as soon as practicable, and by no later than 365 days after the incident, 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.

Failure to comply with this condition may prejudice any claim made under this section.

Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If **We** are so precluded, **We** will reimburse the **Insured** for amounts due under the policy in lieu of responding locally. Moreover, **We** are not providing legal, regulatory or tax advice in connection with this transaction.

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 Person's** 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 shall not be liable for death, disablement, loss or expense:-

1. Whilst the **Insured Person** is:-
 - (a) Engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training)
 - (b) Engaged or taking part in aeronautics or aviation, other than as a passenger.
 - (c) Engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides and/or specialist climbing equipment
 - (d) Riding or driving in any kind of race.
2. Directly or indirectly caused or contributed to by the **Insured Person's**
 - (a) Provoked assault or fighting except in bona fide self-defence
 - (b) Own criminal act
 - (c) Engagement or participation in civil commotions or riots of any kind
 - (d) Deliberate exposure to exceptional danger (except in an attempt to save human life).
 - (e) Intentional self-injury
 - (f) Suicide or attempted suicide
3. For claims where medical or other suitable evidence is not provided.
4. 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).
5. Consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV).
6. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
7. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** and/or the **Insured Persons Country of Domicile** 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**. This exclusion shall automatically be deemed inoperative if the **Insured Person's** presence in such country or area is attributable to:
 - (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
 - (b) Involuntary diversion or transit due to force majeure or to **Hijack, Kidnap** or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured Person** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
8. 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**.
9. Arising out of or consequent upon or contributed to **Radiation**.
10. Where an **Insured Person** is aged 80 years or over at the **Policy** effective date
11. Arising from or attributable to **Illness** or natural cause.

Section A: 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 Section A

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 14 - Disappearance Extension

Cover

If the **Insured Person** disappears during the **Operative Time** during the **Period of Insurance** and their body is not found within 90 days after their disappearance, **We** will pay the appropriate sum insured indicated under Item 1 on the **Policy** schedule provided that the person(s) to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living. Before any payment is made sufficient evidence must be produced that leads **Us** inevitably to the conclusion that the **Insured Person** sustained **Bodily Injury** and that such injury caused their death.

Item 15 - Medical Expenses

Cover

We will pay the cost for **Medical Expenses** incurred following **Bodily Injury** which results in a valid claim under Items 1-8 of the **Policy** schedule. **We** will pay this in addition up to but not exceeding 20% of any amount claimed, up to a maximum of £10,000 per **Insured Person**.

Exclusions applicable to Medical Expenses

We will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force.

Item 16 - Coma Benefit

Cover

In the event of the **Insured Person** being in a **Coma** for more than 48 hours which is a direct result of **Bodily Injury** which results in a valid claim under this **Policy**, **We** will pay the **Insured Person** £50 per day or part thereof.

Exclusions applicable to Coma Benefit

We will not pay for the first 48 hours of any claim.

Item 17 - Funeral Expenses

Cover

In the event of the **Accidental** death of an **Insured Person** which results in a valid claim under Item 1 of the **Policy** schedule, **We** will pay the **Insured Person's** estate up to £5,000 for Funeral Expenses reasonably and necessarily incurred.

Item 18 - Personal Effects

Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-8 of the **Policy** schedule, and from the same occurrence suffers loss or damage to his clothing and/or personal effect, **We** will reimburse the **Insured Person** in respect of such loss or damage up to a limit of £250 in total.

Item 19 - Rehabilitation Expenses

Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Item 7 of the **Policy** schedule or results in the **Insured Person** suffering from ruptured, snapped or torn ligament or tendon, broken bone or primary dislocation, **We** will pay **You** reasonable and necessary costs incurred in retraining the **Insured Person** for alternative occupation within **Your** business or the cost of any necessary physiotherapy treatment for up to 6 visits or £200 per person (whichever is the lesser), subject to the maximum noted on the **Policy** schedule per **Insured Person**.

Conditions applicable to Rehabilitation Expenses

- (a) Physiotherapy treatment must be completed within 52 weeks from the date of the **Accident** that gives rise to the claim.
- (b) A written referral for physiotherapy treatment must be received from the **Insured Person's Medical Practitioner** referring the **Insured Person** for necessary physiotherapy treatment, prior to treatment commencing

Exclusions applicable to Rehabilitation Expenses

We will not cover:-

- (a) Any claims made for room, board, or other ordinary living, travelling or clothing expenses associated with any retraining of the **Insured Person**
- (b) Any claim made where treatment has or can be provided by the NHS
- (c) Any claim made where the benefit payable is recoverable under any other Insurance that the **Insured** or **Insured Person** may have in force.

Conditions Applicable to Section A (See also General Conditions)

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

1. Where an **Insured Person** is not in full time gainful employment or one of **Your Employees** or **Director / Business Partner**,
 - (a) Item 8 of the **Policy** schedule shall be limited to **Out of Pocket Expenses** only up to the sum insured noted on the **Policy** schedule.
2. Where an **Insured Person** is a **Dependant Child**
 - (a) The sum insured for Item 1 of the **Policy** schedule shall be limited to £10,000
 - (b) The sum insured for Items 8-9 of the **Policy** schedule shall not be covered.
3. 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.
4. 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.
5. **We** will not pay for more than one of the Benefits covered under Items 1–7 in respect of the same **Accident**.
6. **We** will only pay for any claim under Items 10-13 in the event that there is a valid claim under Item 7. The benefits payable in respect of Items 10-13 are payable in addition to Item 7. **We** will not pay for more than one of the benefits covered under Items 10-13 in respect of the same **Accident**.
7. Any weekly benefits payable under Items 8 or 9 shall cease upon:
 - (a) The expiry of the **Benefit Period** as stated in the **Policy** schedule
 - (b) The death of the **Insured Person**
 - (c) The date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable)
 - (d) The date on which the **Insured Person** ceases to be **Your Employee** or **Director / Business Partner** or ceases gainful employment elsewhere, whichever occurs first.
8. The sum insured provided under Item 8, **Temporary Total Disablement**, shall be the sum insured or up to a maximum of 75% of the **Insured Person's Gross Weekly Wage** during the 13 weeks immediately prior to the **Accident** giving rise to the claim, whichever the less.
9. The sum insured provided under Item 9, **Temporary Partial Disablement** shall in no circumstances exceed 50% of the amount of weekly benefit payable under Item 8 **Temporary Total Disablement** irrespective of whether such benefit is actually payable under such Item 8.
10. The sum insured under Items 8 and 9 shall only become payable once the total amount has been ascertained and agreed by **Us**.
11. If payment of a claim is made under Items 8 or 9 and subsequently a benefit is claimable under Items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.

Exclusions Applicable to Section A (See also General Exclusions)

We will not pay for any claim:

1. In respect of Items 14-19, for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 104 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 104 weeks.

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