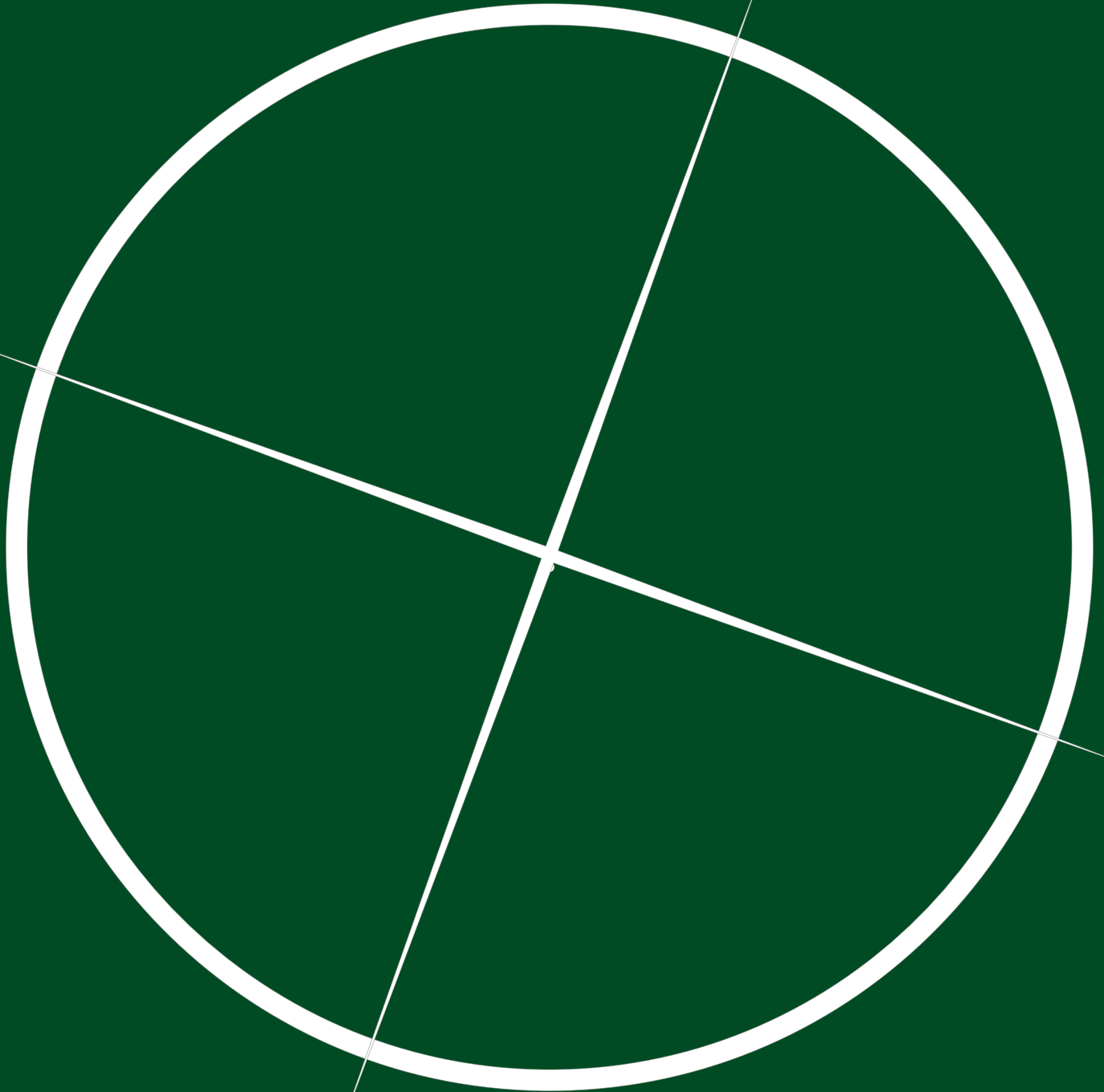


All England Netball Association Limited  
Group Personal Accident Insurance  
Policy Wording



 **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, Illness** or upon return of the trip and by no later than 365 days after the date of incident.

#### Claim Notifications should be sent to:

Ortus Personal Accident, Illness and Travel 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, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

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

In respect of Section A **Personal Accident** Cover and Section B **Illness** Cover, **We** will insure **You** against **Bodily Injury** and **Illness** 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 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.

#### **Close Relative**

Mother, father, sister, brother, husband, wife, **Partner**, daughter, son, step-daughter, step-son, adopted daughter, adopted son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or fiancé(e).

#### **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.

### **Contractors**

**Contractors** who are employed by **You** on a temporary contract and are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent.

### **Corporate Guest(s)**

Any visitor or guest who is officially invited to visit **Your Premises** in a business capacity with **Your** knowledge and consent or who are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent. This excludes personnel from the Emergency Services and any Third Party Contractors who are undertaking work on **Your** behalf. Cover is only operative whilst the **Corporate Guest(s)** is on **Your Premises** or a **Period of Travel**.

### **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**.

### **Deaf**

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

### **Dependant Child**

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

### **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.

### **Fracture**

Fracture shall mean the breach in the structure of bones produced by **Accidental Bodily Injury** during the **Operative Time** and shall not include hairline/stress fractures or occult fractures.

The onus is on the **Insured Person** to provide evidence that the fracture incurred meets the above requirements.

### **Full Time Education**

A programme of learning provided by a recognised education body that leads to a qualification by examination or assessment, which is either:

1. full-time study; or
2. a mixture of study and works experience where at least two thirds of the total time for the course is spent on study.

### **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 additional food, drink, telephone calls, medication and transportation costs to and from a medical facility

## 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%
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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%
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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 in full time gainful employment:-

Disablement which entirely prevents **You** from attending to the business or occupation for which **You** are reasonably suited by training, education or experience and which in any event lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement

For **Insured Persons** who are not in full time gainful employment or have attained state retirement age:-

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.

### **Sub-Contractors**

**Sub-Contractors** who are employed by **You** on a temporary contract and are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent.

### **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.

### **Temporary Total Disablement**

Disablement which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

### **Travel Benefits**

Any benefit provided under Section C Business Travel of this **Policy**

### **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.

### **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

**You** may cancel this **Policy** during the **Period of Insurance** by giving thirty (30) days' notice in writing to **Your Broker** at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

In this instance **You** will be entitled to a refund of premium on the following basis provided that there have been no claims made or an incident has arisen which is likely to give rise to a claim during the **Period of Insurance**:-

Cancellation during the first quarter of the <b>Period of Insurance</b>	60% refund of annual premium
Cancellation during the second quarter of the <b>Period of Insurance</b>	30% refund of annual premium
Cancellation during the third quarter of the <b>Period of Insurance</b>	15% refund of annual premium
Cancellation during the final quarter of the <b>Period of Insurance</b>	0% refund of annual premium

If the **Period of Insurance** is less than thirty (30) days, **You** will not be entitled to a refund of premium.

The amount of premium to be refunded under this condition will be reduced by all unpaid time on risk premiums due.

### Our Rights to Cancel

**We** may cancel this **Policy** by giving thirty (30) days' notice in writing to **You** at **Your** last known address stating the reasons for cancellation.

In this instance **You** will be entitled to a proportionate refund of premium for the unexpired **Period of Insurance**. The amount of premium to be refunded will be reduced by all unpaid time on risk premiums due.

### 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**.

Any benefits for **Travel Benefits** caused by or arising out of a **Cyber Act** or a **Cyber Incident** 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 15-26 in total in respect of any one **Accident** or **Illness** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

### Maximum Cumulative Limit

In respect of Section A, 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.

### Maximum Period of Travel

The maximum duration for any one continuous **Period of Travel** shall not exceed 6 months in duration. **We** will not cover **You** for any part of the trip where the **Period of Travel** exceeds 6 months in duration unless agreed by **Us** in writing prior to the **Period of Travel**.

### Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other Personal Accident, Illness or 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.

If **You** are covered under Section A Items 1 to 13, **We** shall only pay the claim under the highest benefit limit and not cumulatively.

### 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 and Section B Illness, notice must be sent to **Us** as soon as practicable (and 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 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 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** 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).
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**.

## Section A: Personal Accident Cover

Definitions Applicable to Section A (see also General Definitions)

### Dental Injury

Damage to teeth gingival tissues alveoli or dental prostheses (whilst in situ within the mouth of the **Insured Person**) or the loss of dental prostheses (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

### 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 1-9 of the **Policy** schedule. **We** will pay this in addition as a percentage of the claim up to but not exceeding the sum insured stated in the **Policy** schedule 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 - Hospital In-Patient Expenses

#### Cover

In the event of an **Insured Person** sustaining **Bodily Injury** was a result of an **Accident**, **We** will pay to the **Insured Person** the sum insured stated in the **Policy** schedule, in the event of the **Insured Person** being admitted to hospital as an in-patient for a continuous period of 24 hours or more up to a maximum of 25 days.

#### Exclusions applicable to Hospital In-Patient Expenses

**We** will not pay for any claim where the benefit payable is less than £100..

### Item 17 - 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** up to the amount noted in the **Policy** schedule or part thereof.

#### Exclusions applicable to Coma Benefit

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

### Item 18 - 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 the amount noted on the **Policy** schedule for Funeral Expenses reasonably and necessarily incurred.

### Item 19 - Personal Effects

#### Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-9 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 the limit noted in the **Policy** schedule.



## Item 20 - Convalescence

### Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-9 of the **Policy** schedule, and from the same occurrence on the advice of a **Medical Practitioner** is recommended to convalesce, **We** will pay the **Insured Person** up to the limit noted in the **Policy** schedule.

## Item 21 - Dental and Optical Expenses

### Cover

If as a result of **Accidental Bodily Injury** Emergency Dental or Optical treatment is required, **We** will pay up to the limits stated below and this will include any necessary remedial treatment resultant from the **Accident** up to the sum insured stated in the **Policy** schedule.

### Conditions applicable to Dental and Optical Expenses

(a) An inner limit of £150 shall apply for the **Insured Person** to purchase one pair of new glasses if the **Accidental Bodily Injury** sustained was the sole cause of a change in prescription necessitating new glasses and evidenced by a letter from a qualified optometrist.

### Exclusions applicable to Dental and Optical Expenses

**We** will not pay for

- (a) the first £50 each and every claim.
- (b) the purchase of new glasses solely due to damage of existing glasses (unless there has been a change in prescription evidenced by a letter from a qualified optometrist).

## Item 22 – Broken Bones

### Cover

If as a result of **Accidental Bodily Injury** the **Insured Persons** suffers from a **Fracture**, **We** will pay up to the limit stated in the **Policy** schedule.

In respect of Torn Anterior Cruciate Ligament benefit, payment of such benefit will apply once evidence of surgery has been provided to the **Insured Person** by a **Medical Practitioner**, regardless of whether such surgery has occurred at the time of submitting the claim.

## Item 23 – Physiotherapy

### Cover

In the event of an **Accident** which results in a ruptured, snapped or torn ligament or tendon, broken bone or primary dislocation, **We** will pay the **Insured Person** concerned the cost of any necessary physiotherapy treatment for up to 6 visits, subject to a £50 excess each and every loss.

### Conditions applicable to Physiotherapy

**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.

- (a) Physiotherapy treatment must be completed within 24 months from the date of the **Accident** that gives rise to the claim or 24 months if the delay over 12 months of the **Insured Person's** Torn Anterior Cruciate Ligament Surgery being delayed as a direct result of surgery waiting lists and supported by documentation.
- (b) A written referral for Physiotherapy treatment must be received from the **Insured Person's** Physiotherapist referring the **Insured Person** for necessary Physiotherapy treatment, prior to treatment commencing.

### Exclusions applicable to Physiotherapy

**We** will not pay for any claim:-

- (a) Where treatment has been provided by the NHS
- (b) Where the benefit payable is recoverable under any other Insurance that the **Insured Person** or the **Insured** may have in force.

## Item 24 – Parental Travel Expenses

### Cover

In the event of **Bodily Injury** to the **Insured Person** which results in the **Temporary Total Disablement** of the **Insured Person**, **We** will pay up the maximum noted in the **Policy** schedule in total for any reasonable and necessary expenses incurred for a **Dependant Child's** Parent to service to and from the **Insured Persons** **Home** and **Medical Practitioner**.

## Item 25 – Hearing Aid(s)

### Cover

If an **Insured Person** suffers **Bodily Injury** following an **Accident** during the **Period of Insurance**, the **Operative Time** and the **Geographical Limits**, which is the sole cause of damage to hearing aid(s), then **We** will pay up to the limited noted in the **Policy** schedule to repair or replace the hearing aid(s).

### Conditions applicable to Hearing Aid(s)

In the event of irreparable damage to a hearing aid, **We** will pay for the replacement cost of that article without deduction for wear and tear or depreciation providing that evidence of the original purchase is provided.

#### Exclusions applicable to Hearing Aid(s)

**We** will not pay:-

- (a) for the first £50 each and every claim
- (b) for claims arising from pre-existing hearing conditions
- (c) for charges made for travelling time, broken appointments or similar punitive charges
- (d) for claims arising from damage due to wear, tear, deterioration or defective workmanship
- (e) for routine examination
- (f) for any treatment deemed to be clinically unnecessary
- (g) the costs of travelling expenses and telephone calls

#### **Item 26 - Dependant Child Benefit**

##### Cover

In the event of **Accidental** death of an **Insured Person** which results in a valid claim under Item 1 of the **Policy** schedule, **We** will increase the sum insured by 5% for each **Dependant Child** of the **Insured Person**, but subject to a maximum of 10% of the sum insured in all and up to the maximum amount noted in the **Policy** schedule.

#### **Item 27 - Wellbeing Services Helpline and App**

##### Cover

- Life support: Access to counselling for emotional problems and a pathway to structured therapy sessions at your convenience.
- Legal information: For issues that cause anxiety or distress including debt management, consumer, property or neighbour disputes.
- Bereavement support: Health Assured offers qualified and experienced counsellors who can help with grief plus legal advisors to help with related legal matters.
- Medical information: Qualified nurses are on hand to offer support on a range of medical or health related issues offering practical information and advice.
- Online CBT: We recognise the value of self-help tools in dealing with a range of issues, which is why we have a range of CBT self-help modules, informative fact sheets and invaluable advice videos from leading qualified counsellors.

Or call the Ortus Underwriting free 24 hour confidential helpline where you can speak to an experienced therapist or advisor regarding any of the wellbeing services provided (available to **Insured Persons** aged 16 upwards).

## 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:
  - (a) The sum insured for Items 8-9 of the **Policy** schedule shall not be covered.
2. Where an **Insured Person** is a **Dependant Child**
  - (a) The sum insured for Item 1 of the **Policy** schedule shall be limited to £5,000
  - (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**, 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 100% of the **Insured Person's Gross Weekly Wage** during the thirteen 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. Where an **Insured Person** is aged 81 years or over at the **Policy** effective date
2. Arising from or attributable to **Illness** or natural cause.
3. Directly or indirectly caused or contributed to by the **Insured Person's**
  - (a) Intentional self-injury
  - (b) Suicide or attempted suicide
4. In respect of Items 15-26, 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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