

Amateur Sports Teams and Clubs Personal Accident Insurance



Document	Policy Schedule
Policy Number	ORL/ASTCPA/14933404
Insured Name	The British Horse Society (Gold Members)
Insured Address	16-17 Abbey Park, Stareton, KENILWORTH, Warwickshire, CV8 2XZ
Subsidiary Companies	None Applicable
Business Description	Equestrian Charity and Membership Governing Body
Endorsement(s) Applicable	Yes
Geographical Limit	Worldwide
Reason for Issue	First Premium
Security	Underwritten by Liberty Managing Agency Limited for and on behalf of the members of Lloyd's Syndicate 4472 trading as Liberty Specialty Markets
Unique Market Reference	B1307C251491

Period of Insurance

Policy Effective Date	01 st January 2026
Policy Expiry Date	31 st December 2026
Date of Issue	15 th December 2025

Broker Details

Broker Name	Howden Insurance Brokers Limited (London)
Broker Address	1 Creechurch Place, London, EC3A 5AF

Maximum Policy Limits

Section A Maximum Any One Occurrence Limit	£5,000,000
Section A Maximum Sum Insured Any One Person Limit	£2,000,000

Section A - Personal Accident Cover Category 1

Insured Person(s)	All BHS individual Gold Members (adults/junior/student/family), BHS Friend, Life or Founder membership of the British Horse Society (but excluding Overseas, Silver and Helping Horses members) permanently residing in the United Kingdom
Operative Time	This Insurance shall cover the Insured Person(s) whilst undertaking any recreational activity involving riding, caring for or handling horses and driving horse drawn vehicles excluding professional and racing activities or attending an organised equestrian event as defined in Category 2 below but extending to cover travel to or from such an organised equestrian event
Number of Members	123,695

Item	Schedule of Benefits	Sum Insured	Maximum Sum Insured
1	Accidental Death	£5,000	5x Annual Salary
2	Permanent Total Loss of Sight of One Eye	£5,000	5x Annual Salary
3	Permanent Total Loss of Sight of Both Eyes	£5,000	5x Annual Salary
4	Loss of One or More Limb(s)	£5,000	5x Annual Salary
5	Permanent Total Loss of Speech	£5,000	5x Annual Salary
6	Permanent Total Loss of Hearing		
	(a) In One Ear	£1,250	1.25x Annual Salary
	(b) In Both Ears	£5,000	5x Annual Salary
7	Permanent Total Disablement	£5,000	5x Annual Salary
	Permanent Partial Disablement	Not Covered	Not Covered
8	Temporary Total Disablement	Not Covered	Not Covered
	Excess Period	Not Covered	Not Covered
	Benefit Period	Not Covered	Not Covered
9	Temporary Partial Disablement	Not Covered	Not Covered
	Excess Period	Not Covered	Not Covered
	Benefit Period	Not Covered	Not Covered
10	Quadriplegia	Not Covered	
11	Triplegia	Not Covered	
12	Paraplegia	Not Covered	
13	Hemiplegia	Not Covered	

Section A - Personal Accident Cover Category 2

Insured Person(s)	All BHS individual Gold Members (adults/junior/student/family), BHS Friend, Life or Founder membership of the British Horse Society (but excluding Overseas, Silver and Helping Horses members) permanently residing in the United Kingdom
Operative Time	This Insurance shall cover the Insured Person(s) whilst attending an event or official practice or training session organised or affiliated to the British Horse Society, British Show Jumping Association, Pony Clubs, BHS Riding Clubs, British Eventing, British Equestrian Vaulting, British Carriagedriving, Endurance GB or Fédération Equestre Internationale only
Number of Members	123,695

Item	Schedule of Benefits	Sum Insured	Maximum Sum Insured
1	Accidental Death	£10,000	5x Annual Salary
2	Permanent Total Loss of Sight of One Eye	£10,000	5x Annual Salary
3	Permanent Total Loss of Sight of Both Eyes	£10,000	5x Annual Salary
4	Loss of One or More Limb(s)	£10,000	5x Annual Salary
5	Permanent Total Loss of Speech	£10,000	5x Annual Salary
6	Permanent Total Loss of Hearing		
	(a) In One Ear	£2,500	1.25x Annual Salary
	(b) In Both Ears	£10,000	5x Annual Salary
7	Permanent Total Disablement	£10,000	5x Annual Salary
	Permanent Partial Disablement	Not Covered	Not Covered
8	Temporary Total Disablement	Not Covered	Not Covered
	Excess Period	Not Covered	Not Covered
	Benefit Period	Not Covered	Not Covered
9	Temporary Partial Disablement	Not Covered	Not Covered
	Excess Period	Not Covered	Not Covered
	Benefit Period	Not Covered	Not Covered
10	Quadriplegia	Not Covered	
11	Triplegia	Not Covered	
12	Paraplegia	Not Covered	
13	Hemiplegia	Not Covered	

Amateur Sports Teams and Clubs Personal Accident Insurance



Extensions to Section A (applicable to all categories)

Item	Schedule of Benefits	Sum Insured
14	Medical Expenses	Not Covered
15	Hospital In Patient Expenses	Not Covered
16	Coma Benefit	Not Covered
17	Funeral and other Expenses	Not Covered
	Funeral Expenses	Not Covered
	Bereavement Counselling	Not Covered
	Executor Expenses	Not Covered
18	Dependant Child Benefit	Not Covered
19	Personal Effects	Not Covered
20	Home Modification Expenses	Not Covered
21	Hospital Transport Costs	Not Covered
22	Domestic Expenses	Not Covered
23	Childcare Expenses	Not Covered
24	Chauffeur Expenses	Not Covered
25	Prosthetic Limbs	Not Covered
26	Prosthetic Eye	Not Covered
27	Cosmetic Surgery	Not Covered

This Policy is signed on behalf of 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

Amateur Sports Teams and Clubs Personal Accident Insurance



Endorsements - Applicable to all Sections

- Endorsement 1

It is hereby understood and agreed that:-

- (i) General Exclusion 10 of the Policy wording is amended to read as follows:-
10. Where an Insured Person is aged 85 years or over at the Policy effective date

- (ii) Condition 2 of Conditions Applicable to Section A noted in the Policy wording is amended to read as follows:-
Where an Insured Person is over the age of 70 years at the Policy effective date the sum insured for Items 1-7 on the Policy schedule shall be limited to a maximum of £25,000 per Insured Person.
Where an Insured Person is over the age of 80 years at the Policy effective date, Item 7 is deleted and amended to Not Covered.

Amateur Sports Teams and Clubs
Personal Accident Insurance
Policy Wording



UNDERWRITING

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Welcome

Thank you for choosing Ortus Underwriting to be **Your** insurance provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This **Policy** is underwritten by Liberty Managing Agency Limited on behalf of Lloyd's Syndicate 4472 trading as Liberty Specialty Markets. This **Policy** is issued by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

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 is authorised and regulated by the Financial Conduct Authority. **You** can check Ortus Underwriting's FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

Ortus Underwriting has authority to issue insurance on **Our** behalf under binding authority agreements.

Insuring Agreement

In return for **You** paying the premium shown in the **Policy** schedule, and the payment of any applicable **Excess**, **We** will provide the cover given in this **Policy**. The cover provided is subject to all limits, terms, conditions, notices and exclusions of this **Policy**.

Signed on **Our** behalf



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

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:

Personal Accident & Illness Claims

Telephone: +44(0)345 0308 128

Email: newclaims.pa@davies-group.com

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**.

Coma

A continuous, unconscious and unresponsive state.

Country of Domicile

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

Dependent 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.

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.

Gross Weekly Wage

1/52nd of the “**Annual Salary**”.

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. The **Insured** is the contracting party for this insurance.

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

Liberty Managing Agency Limited (LMAL) for and on behalf of the Lloyd's underwriting members of Lloyd's syndicate 4472 (Syndicate 4472) trading as Liberty Specialty Markets. For more information, please see the last page of this document.

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%
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

This definition applies to the schedule of benefits tables in respect of each coverage section in the **Policy** schedule. 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.

For the purpose of this definition, 'Deaf' means the inability to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000Hz when tested by a qualified audiologist.

Permanent Total Loss of Sight

This definition applies to the schedule of benefits tables in respect of each coverage section in the **Policy** schedule.

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

This definition applies to the schedule of benefits tables in respect of each coverage section in the **Policy** schedule. 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, **Policy** 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

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

Triplegia

The permanent and total paralysis of three limbs.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man, and Jersey, Guernsey, Alderney and Sark.

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**.

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.

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.

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.

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

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

Notification of any changes must be made to **Your Broker** within 30 days.

Our rights where **You** have failed to notify **Us** are set out under the 'Your Duty of Care' section below.

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 under Section A Person Accident Cover 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**.

Fraudulent Claims

If **You** or an **Insured Person** makes a fraudulent claim under this **Policy**, then:

1. **We** are not liable to pay the claim;
2. **We** may recover from **You** or the **Insured Person** any sums paid by **Us** in respect of the claim, and
3. **We** may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** treat the contract as having been terminated, then **We** may refuse all liability to **You** under the contract in respect of a relevant event occurring after the time of the fraudulent act and **We** will not return any of the premiums paid under the contract. The termination does not affect the rights and obligations of the parties to this **Policy** with respect to an insured event occurring before the time of the fraudulent act.

In respect of an **Insured Person**, this clause only applies in relation to a fraudulent claim made under this **Policy** by or on behalf of an **Insured Person**. This clause applies in relation to the fraudulent claim as if the cover provided for the **Insured Person** were provided under an individual insurance contract between **Us** and the **Insured Person** only. Accordingly, **Our** rights under this clause are only exercisable in relation to the cover provided for the **Insured Person** and the exercise of those rights does not affect the cover provided under this **Policy** for any other **Insured Persons**.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Law Applicable and Jurisdiction

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws of England and Wales.

Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England and Wales.

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 14-27 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.

Sanctions Notice

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.

Trust Assignment

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

Your Duty of Care

In deciding to accept this insurance and in setting the terms and premium, **We** and **Ortus** have relied on the information **You** have given **Us** and **Ortus**. **You** must take care when answering any questions **We** and **Ortus** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** or **Ortus** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** or **Ortus** with incorrect or incomplete information that **We** and **Ortus** have relied upon in accepting this insurance and setting its terms and premium **We** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or

- request more premium for **Your** insurance or reduce the amount **We** pay on a claim proportionate to the premium **You** have paid in comparison to the premium **We** would have charged **You** if the correct or complete information had been provided. or

We, **Ortus** or **Your Broker** will write to **You** if **We**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require you to pay more premium for **Your** insurance.

You must also take the same care as above when **You** are providing information to **Us** and **Ortus** during the **Period of Insurance**. Failure to do so, will lead to the same outcomes as outlined above.

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 which are reasonably necessary for **Us** to evaluate the claim. **Our** liability to pay any claim may be impacted if **You** or the **Insured Person** fail to provide reasonable cooperation.

Claim Notification

In respect of Section A Personal Accident notice must be sent to **Us** as soon as possible after any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place themselves under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as possible in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will **We** be liable to pay benefit unless the medical adviser or advisers appointed by **Us** for the purpose shall be allowed as is deemed reasonably necessary to make an examination of the **Insured Person**. 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.
 - (e) Engaged or taking part in sports tours
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.
12. Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety and/or depression.
13. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.

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 - 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 15 - Hospital In-Patient Expenses

Cover

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

Exclusions applicable to Hospital In-Patient Expenses

We will not pay for any claim where the stay in hospital was less than 24 hours.

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** 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 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 the amount noted on the **Policy** schedule for Funeral Expenses reasonably and necessarily incurred.

Item 18 - 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 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 - Home Modification Expenses

Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Item 10-13, **We** will pay the **Insured Person** up to the sum insured noted in the **Policy** schedule for any reasonable and necessary expenses incurred for the **Insured Person** to modifying their **Home** to enable them to remain in and move about their **Home**.

Conditions applicable to Home Modification Expenses

1. This benefit shall only be payable over and above any local government grant that may be due to the **Insured Person**.
2. Any modification to the **Insured Persons Home** must have **Our** prior written agreement and the prior written agreement of the **Insured Person's** attending **Medical Practitioner**.

Item 21 - Hospital Transport Costs

Cover

In the event of a valid claim under Items 2-9 on the **Policy** schedule which results in the **Insured Person** having to travel to hospital for out-patient treatment, **We** will pay the **Insured Person** up to the daily limit noted in the **Policy** schedule, for any reasonable and necessary travel costs incurred up to the maximum noted in the **Policy** schedule.

Item 22 – Domestic Expenses

Cover

In the event of **Bodily Injury** to the **Insured Person** which results in a valid claim under Items 2-7 on the **Policy** schedule, **We** will pay up to the sum insured noted in the **Policy** schedule for any reasonable and necessary expenses incurred for **Home Domestic Staff** whilst the **Insured Persons** recovery is in progress subject to the maximum noted in the **Policy** schedule.

Conditions applicable to Domestic Expenses

We will only pay the sum insured for Domestic Expenses in respect of additional costs that would not otherwise have been incurred.

Item 23 - Childcare Expenses

Cover

In the event of **Bodily Injury** to the **Insured Person** which results in a valid claim under Items 2-7 on the **Policy** schedule, **We** will pay up to the amount noted in the **Policy** schedule for any reasonable and necessary expenses incurred for the services of a registered childcare provider subject to the maximum noted in the **Policy** schedule.

Conditions applicable to Childcare Expenses

We will only pay the sum insured for Childcare Expenses in respect of additional costs that would not otherwise have been incurred.

Item 24 - Chauffeur Expenses

Cover

In the event of **Bodily Injury** to the **Insured Person** which results in a valid claim under Items 2-6 on the **Policy** schedule, **We** will pay up to the amount noted in the **Policy** schedule, subject to the maximum noted in the **Policy** schedule for any reasonable and necessary expenses incurred for a chauffeur service to and from the **Insured Persons** usual place of work if an **Insured Person** recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport.

Conditions applicable to Chauffeur Expenses

We will only pay the sum insured for Chauffeur Expenses in respect of additional costs that would not otherwise have been incurred.

Item 25 – Prosthetic Limbs

Cover

In the event of **Bodily Injury** which gives rise to a claim to an **Insured Person** under Item 4, **We** will pay up to the sum insured noted in the **Policy** schedule for reasonable and necessary expenses actually incurred to obtain and have fitted a prosthetic limb, or to replace an existing prosthetic limb, provided it is deemed medically necessary for them to do so.

Item 26 – Prosthetic Eye

Cover

In the event of **Bodily Injury** which gives rise to a claim to an **Insured Person** under Items 2 or 3, **We** will pay up to the sum insured noted in the **Policy** schedule for reasonable and necessary expenses actually incurred to obtain and have fitted a prosthetic eye, or to replace an existing prosthetic eye, provided it is deemed medically necessary for them to do so.

Item 27 – Cosmetic Surgery

Cover

In the event of **Bodily Injury** which gives rise to a claim under Items 2 to 7, **We** will pay you up to the sum insured noted in the **Policy** schedule for costs incurred for connected cosmetic reconstructive treatment that has been recommended by a **Medical Practitioner** within twelve months of the **Bodily Injury**

Exclusions applicable to Cosmetic Surgery

1. **We** will not for any claim for **Bodily Injury** that has been incurred as a result of surgical procedures or self-inflicted injuries
2. **We** will not pay for a claim under this section if **We** have already paid a claim for facial scarring under the **Permanent Partial Disablement** benefit.

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 a **Dependent Child** the sum insured for Item 1 on the **Policy** schedule shall be limited to a maximum of £10,000.
- 2 Where an **Insured Person** is over the age of 70 years at the **Policy** effective date the sum insured for Items 1-7 on the **Policy** schedule shall be limited to a maximum of £25,000 per **Insured Person**.
- 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 65% of the **Insured Person's Gross Weekly Wage** during the twelve months 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)

The following **Policy** Exclusions apply to Section A of the **Policy** and all clauses, extensions and endorsements in respect of Section A, unless otherwise stated.

We will not pay for any claim:

- 1 In respect of Items 14-27, 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.
- 2 In respect of Items 8-9 of the **Policy** schedule where an **Insured Person** is not full time gainful employment or one of **Your Employees** or **Director / Business Partner**.
- 3 In respect of Items 8-9 of the **Policy** schedule where an **Insured Person** is a **Dependent Child**.
- 4 In respect of Items 8-9 and 15-27 of the **Policy** schedule where an **Insured Person** is over the age of 70 years at the **Policy** effective date.

Complaints Procedure

We're Here to Help

If **You** are dissatisfied with our services, please reach out to **Us**. At Liberty Specialty Markets, **We** take complaints very seriously and are committed to addressing them fairly and efficiently. **We** aim to thoroughly investigate all issues raised and resolve them satisfactorily whenever possible.

Questions or Concerns?

For any questions or concerns regarding **Your Policy** or the handling of a claim, please contact **Your Broker**, intermediary, or retail agent first.

How to Make a Complaint

If **You** wish to file a complaint, **You** can do so either in writing or by phone using the contact details below:

Customer Outcomes Manager
Liberty Specialty Markets
20 Fenchurch Street
London, EC3M 3AW
United Kingdom

Phone: +44 (0)20 3758 0840
Email: complaints@libertyglobalgroup.com

To expedite the process, please include the following information when submitting your complaint:

- Policy number
- The name of the person or company from whom you purchased your insurance
- A copy of your policy schedule
- A summary of your complaint, including who you feel is responsible

Once **We** receive your complaint, **We** will acknowledge it in writing and provide a timeline for resolution.

We are committed to helping our customers as much as possible. If there are any specific circumstances or requirements that **You** think we should know about, such as a disability, financial hardship, bereavement – or anything else, then please let **Us** know.

Additional Information for Lloyd's Policies

If **Your Policy** is, or **You** believe it to be, underwritten at Lloyd's, please refer to the section titled "Lloyd's Policies Only" below for more information that may assist **You** in the complaints process.

If You're Still Dissatisfied

If **You** remain dissatisfied with our response to **Your** complaint or if **Our** investigation takes longer than eight weeks, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service using the details below:

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

Phone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **You** are not based in the UK and wish to escalate your complaint to **Your** local dispute resolution service, please contact **Your Broker** for guidance on which organization can assist **You**.

Alternative Dispute Resolution for Luxembourg Residents

As Liberty Mutual Insurance Europe SE is a Luxembourg-based company, **You** may also refer **Your** dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances
11 Rue Robert Stumper,
2557 Gasperich Luxembourg
Tel: (+352) 22 69 11 – 1
Email: caa@caa.lu
Website: www.caa.lu

Service National du Médiateur de la consommation – this service is not available to our commercial customers
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg
Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
Website: www.mediateurconsommation.lu

Médiateur en Assurances
ACA,
12, rue Erasme
L-1468 Luxembourg
Tel: (+352) 44 21 44 1
Website: <https://www.mediation-assurance.org/>

Lloyd's Policies Only

As **Your** policy is underwritten at Lloyd's, **You** may also contact the Lloyd's Complaints Team at any time:

Complaints
Lloyd's Market Services
One Lime Street
London EC3M 7HA
United Kingdom

Phone: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

The Lloyd's Complaints Team can act as a first point of contact and can also re-evaluate **Your** complaint if **You** are not satisfied with **Our** decision. If **Your Policy** is underwritten at Lloyd's, **You** may need to ask them to evaluate **Your** complaint before referring it to the Financial Ombudsman Service.

For detailed procedures regarding complaints at Lloyd's, please refer to the leaflet titled "Your Complaint – How We Can Help," which is available at www.lloyds.com/complaints. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** or an **Insured Person** 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 by visiting their website at www.fscs.org.uk

Contact Details:
Telephone: 0800 678 1100 or +44 (0)20 7741 4100 (Lines are open Monday to Friday 08.30 to 17.00 excluding public holidays).
Address: PO Box 300, Mitcheldean, GL17 1DY

Privacy Notice

How Liberty Uses **Your** Personal Data

Liberty takes the protection of **Your** personal data seriously and is committed to protecting **Your** privacy. In this notice, **Your** data refers to **You** and any **Insured Person**.

There are a number of different companies within our group. The specific company which acts as the "data controller" of **Your** personal data will be the organisation providing **Your Policy** as set out in the documentation that is provided to **You**.

If **You** are unsure you can also contact Liberty at any time:

- a) by emailing us at dataprotectionofficer@libertyglobalgroup.com, or
- b) by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

Where **You** provide Liberty or **Your** agent or **Broker** with details about another person or persons, **You** must provide this notice to that person or persons.

For Liberty to deliver insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, Liberty need to collect and process personal data. The type of personal data that is collected will depend on Liberty's relationship with **You**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **Our** regulators, or fraud prevention agencies. Liberty also collect personal data about **Our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-and-cookies for further information on how **Your** personal data is used and the rights that **You** have in relation to the personal data Liberty hold about **You**.

Please contact Liberty using the details above if **You** wish to see the privacy notice in hard copy.

Ortus Underwriting
Registered Office: 15 Westferry Circus, London, E14 4HD

Company Number: 08142321

Underwritten by Liberty Managing Agency Limited for and on behalf of the members of Lloyd's Syndicate 4472 trading as Liberty Specialty Markets.

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www.libertyspeciality.com

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