



keyfacts®

Policy Wording booklet

Contents

General Information	3
Key facts about the SportsGuard policy	4
Useful information about the policy	
Sports Groups	5
Table of benefits	6
A summary of the benefits provided by this insurance policy	
Policy Wording	
Disputes & Complaints	7
Financial Services Compensation Scheme	7
Cooling-Off Period	7
General Conditions	8
General Exclusions.....	9
General Definitions	9
Section A – Personal Accident	11
Section B – Inconvenience Benefit & Dependant Inconvenience Benefit ..	11
Section C – Consultant Fees	12
Section D – Physiotherapy	12
Section E – Dental Fees	12
Section F – Personal Liability	12
Section G – Legal Expenses	13
Section H – Season Tickets & Rescue/Search Fees	13
Claims Contact numbers	14
Other Services	
DareDirect Commercial Services.....	15



Key Facts & Policy Wording Booklet

This booklet will help you understand the insurance policy you have bought. It contains a summary of the benefits, Key Facts of the policy and the complete schedule details. This booklet should be read in conjunction with your insurance schedule.

A bit about us

SportsCover Direct Limited was established in 1991 by people who are passionate about sport, from skiing to skydiving, walking to windsurfing. We recognised the importance of adequate insurance and, over time, have built up a deep knowledge of the industry. The team are fully up to date with trends in both the insurance and sporting industries and ensure they keep abreast of any new developments. Products are available both for Individuals (personal cover) and Businesses (commercial cover).

Demands & Needs

The SportsGuard Insurance policy meets the demands and needs of an active person who wishes to be covered by a Sports Accident Protection policy whilst participating in sports / leisure activities that are named within the Sports Group(s) chosen; for the duration specified and for the level of benefits requested. It is in no way a substitute for Travel Insurance

Existing medical conditions

Any existing medical conditions - along with injuries incurred in the past 3 years and any injuries that have not fully cured - must be declared to us for consideration and review by completion of our Medical Questionnaire. Any claim relating to or associated with an existing Medical Condition will automatically be excluded unless we have agreed to cover (sometimes on special terms) in writing.

Proposer's Obligations

If you are buying insurance on behalf of others it is your responsibility to ensure that all persons to be insured under this policy comply with the Terms and Conditions and have been asked whether or not they have any existing medical conditions or if they have made a medically related claim on insurance in the past three years and to declare the response to us.



Belmont House, High Street, Lane End, Bucks HP14 3ER
Tel: 0845 120 6400 Fax: 0845 120 6401
Email: info@sportscover.co.uk Web: www.sportscover.co.uk

This is a listing of our key facts for the Sports Personal Accident Insurance Policy. It contains selected information only. Your Insurance Schedule and Policy provides full details of the cover purchased.

Who is the Insurer?

SportsGuard is underwritten by Canopius Underwriting Limited on behalf of Lloyd's Syndicate 4444, Gallery 9, One Lime Street, London EC3M 7HA

What sort of insurance is this?

A SportsGuard Insurance policy satisfies the demands and needs of an active person who wishes to be covered by a Sports Accident Protection policy whilst participating in sports / leisure activities listed in the sports group(s) that they have chosen. SportsGuard is not travel insurance as it has no cover for medical fees or repatriation.

How long will my cover last?

The actual validity dates are shown on the insurance schedule. Annual policies are valid for one full year and single/multi day cover is valid on the days specified on the insurance schedule. Please note the cover will not incept if any payment method is dishonoured. We do not issue policies of more than one year although we will consider extending policies on application and with Insurers written agreement.

Are there any significant and unusual exclusions or limitations?

These are all set out fully in the policy wording and please note the following:

- SportsGuard is not a travel insurance and has no cover for medical fees and repatriation
- SportsGuard is only available to persons resident in the United Kingdom, Channel Isles, Ireland or an official BFPO address
- SportsGuard covers amateur activities – professionals (earning over £4000 pa) are excluded.
- There is an exclusion for losses arising from war or terrorist activities.
- The insurance contains important conditions that relate to your health and existing medical conditions. In particular you must declare pre-existing medical problems and details of all medical claims or interventions made in the past 2 years.
- There are specific sports conditions applicable to certain sports. Please consult the Table of Sports to check on the sports you participate in.
- No persons of 75 or over can be covered.

What are my cancellation rights?

If the Insurance does not meet with your requirements you may return the documentation within 14 days of the date of issue and provided no claim is made, obtain a full refund, this is described on page 7 'Cooling-off'. You can cancel outside the 14 day noted on page 8 'Cancellation'.

How do I claim?

To make a claim you must contact One Claims at 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP or telephone 0845 120 6407 as soon as possible after the incident giving rise to the claim to declare it.

If I am unhappy what steps do I take to complain?

If it should happen that you have cause for complaint, either in relation to your Policy or any aspect regarding the standard of the service received, you should in the first instance contact SportsCover Direct who arranged the Policy on your behalf: The Managing Director, SportsCover Direct, Belmont House, High Street, Lane End, Buckinghamshire, HP14 3ER, Tel No: 0845 120 6400.

If the complaint is still not resolved to your satisfaction, you should contact:

Head of Accident & Health, Canopius Underwriting Limited, Gallery 9, One Lime Street, London EC3M 7HA

Tel No: +44 (0)20 7337 3700 Fax No: +44 (0)20 7337 3992

In the event you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer that matter to: Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Tel No: 020 7327 5693 Fax No: 020 7327 5225, E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance team is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect your rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Am I covered by the financial services compensational scheme?

The insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they are unable to meet their obligations under this contract. A claim under this contract of non compulsory insurance is covered for 90% of the claim without any upper limit. Further information about the

Table of Sports / Activity Groups

Sports Group	The Table below sets out the sports groups. You are automatically insured for all of the activities in the sports group indicated on your Insurance Schedule and the lower numbered groups.
1	<p>Abseiling, Aerobics, Angling, Archery, Athletics, Back packing, Badminton, Ballet, Baseball, Basketball, Biking (not mountain biking), Boating¹ (inside 12mile limit), Boule/Petanque, Bowls, Bushcraft, Camping, Canoeing (up to grade 3), Cheerleading, Cricket, Croquet, Cross country skiing, Curling, Cycling, Dance, Dodge ball, Dragon boat racing, Fell running/walking, Fencing, Fitness training, Fives, Floorball, Golf, Gym work (not power lifting), Handball, High diving, Hiking includes mountain walking (excluding the use of crampons & ice axes), Hill walking Includes mountain walking (excluding the use of crampons & ice axes), Hydrospeeding (up to grade 3), Indoor cricket, Jogging, Kayaking (up to grade 3), Keep fit training, Kite flying (traditional), Korfbal, Linesmen for any sports listed, Netball, Officials for any sports listed, Orienteering, Outrigger canoeing (up to grade 3), Racquet ball, Rafting (up to grade 3), Rambling, Road running, Roller skating, Rounders, Rowing, Running, Sailing¹ (inside 12mile limit), Sail boarding, Scrambling (on foot), Snorkelling, Softball, Spear fishing, Squash, Stoolball, Surfing, Swimming, Tchoukball, Ten pin bowling, Tennis, Trail walking (Flat land walking), Trekking, Velomobile, Volleyball, Walking, Water polo, Wheelchair basketball, Wheelchair bowls, Wheelchair curling, Windsurfing (inside 12mile limit), Yachting¹ (inside 12mile limit)</p>
2	<p>Adventure racing, Adventure training, Aiki Jujitsu (non-competitive), Airsoft, Aikido (non-competitive), Alpine skiing⁵, Assault course, Aquaskipping, Ballooning, Bicycle polo, Bouldering, Bujutsu (non-competitive), Capoeira (non-competitive), Canoeing (grade 4&5), Cheerleading with stunting, Choy Lee Fut (non-competitive), Circus workshops, Clay pigeon shooting, Climbing (with ropes &/or guides or bolted), Cycle speedway (not motorised), Dog sledding, Downhill skiing⁵, Fin swimming, Flag American football, Football, Football tours, Futsal, Gymnastics, Hacking⁷ (on horse back), Hapkido (non-competitive), Helisking⁵, Historical fencing, Hockey, Horse riding⁷ (non competitive) excluding competition and or training for competition, Hydrofiling (on water), Hydrospeeding (up to grade 4&5) Ice skating, Indoor climbing, In-line skating, Jeet Kune Do (non-competitive), Jousting, Judo (non competitive), Jujutso (non-competitive), Karate (non competitive), Kayaking (grade 4&5), Kendo, Kempo (non-competitive), Kite bugging (single seat), Kite flying (traction), Kite surfing, Koroken Karate (non-competitive), Kyudo (non-competitive), Lacrosse, Laido (non-competitive), Land yachting (single seat), Marathon running, Martial arts (non competitive) does not cover: Mixed martial arts or cage fighting, escrima for kickboxing see group 3 sports, Mono skiing⁵, Mountain biking (non competitive), Mountain running, Multi-pitch climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Ninjutsu - martial art (non-competitive), Off-piste skiing⁵ (not alone and not contrary to local advice), Outrigger canoeing (grade 4&5), Paintball, Parascending, Pistol Shooting, Pony trekking⁷, Preying Mantis (non-competitive), Qi Gong (non-competitive), Rafting (grade 4&5), Re-enactment, Referee of any sports events listed, Rifle shooting, Rock climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Roller derby, Roller hockey, Sailing (outside the 12 mile limit)⁴, San Soo Kung Fu (non-competitive) Sand yachting (single seat), Savate (non-competitive), Scuba diving (to 30m accompanied, 50m if qualified/under instruction), Shindo Junen Ryu (non-competitive), Shotqakan (non-competitive), Skateboarding, Ski bobbing, Skidoo riding/Snow mobilising¹⁺⁵, Skiing⁵ (downhill), Shindo Junen Ryu (non-competitive) Snow blading⁵, Snowboarding⁵, Snow shoeing⁵, Soccer, Sport climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Stand up paddle boarding/sailing, Surf boat rowing, Surf kayaking, Surf skiing, Taekwondon (non-competitive), Tai Chi Chau (non-competitive), Tang Soo Do (non-competitive), Telemark skiing, Tobogganing, Touch rugby, Tough guy, Trad climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Trekking peaks, Triathlon (not Iron man), Ultimate Frisbee, Underwater hockey, Via ferrata, Wakeboarding, War games, Water skiing¹, Wheelchair rugby, Wing Chun (non-competitive), Wing Tsun (non-competitive), Wushu (non-competitive), Zorb ball riding, Zip lines</p>
3	<p>Aiki Jujitsu (competitive), Aikido (competitive), American football, American wrestling, BMX freestyle, BMX racing, Bobsleigh⁵, Boxing, Bridge swinging, Bujutsu (competitive), Bungee jumping, Canoe polo, Canoeing (above grade 5), Canyoning, Capoeira (competitive), Caving, Choy Lee Fut (competitive), Climbing (cliff/ice), Dirt surfing, Free diving, Gaelic football, Game hunting with rifles/guns, Go karting¹ (under 250cc), Hapkido (competitive), Horseback archery⁷ (proficient rider), Horseball⁷, Horse riding⁷ (competition) Includes competition & training for Horse Jumping, Show Jumping, Eventing, Endurance riding, Dressage, Cross country, Point-Point, Hunting⁷ (on horseback), Hurling, Ice climbing⁵, Ice hockey, Iron man (competition), Jeet Kune Do (competitive), Jet skiing¹, Jujutso (competitive), Judo (competitive), Kabaddi, Karate (non competitive), Kayaking (above grade 5), Kick boxing, Kite landboarding, Krav maga, Kyudo (competitive), Laido (competitive), Land surfing, Luge, Martial arts (competition) does not cover: Mixed martial arts or cage fighting, escrima, Kempo (competitive), Koroken Karate (competitive), Modern pentathlon, Mountain boarding, Mountain biking (competition), Mountaineering (with ropes and/or guides) limited to 4,000m when outside of Europe (Zones 3 & 4) (w/ropes &/or guides)⁶, Ninjutsu (competitive), Old mine exploration, Outrigger canoeing (above grade5), Polo^{3/7}, Polocrosse⁷, Potholing, Pony mounted games⁷, Power lifting, Preying Mantis (competitive), Qi Gong (competitive), Quad bike¹ (under 250cc), Rafting (above grade 5), Ranch Activities⁷, Roller derby, Rugby, Saddle chariots⁷, San Soo Kung Fu (competitive), Savate (competitive), Sea cliff climbing (roped and protected climbing), Shark cage diving, Shindo Junen Ryu (competitive), Short track speed skating, Shotqakan (competitive), Skeleton luge⁵, Ski acrobatics⁵ / jumping⁵ / stunting⁵, Ski racing⁵, Ski randonee⁵ / touring⁵, Street luge, Strongman, Taekwondon (competitive), Tai Chi Chau (competitive), Tang Soo Do (competitive), Trail bikes¹ (less than 125cc), Trampolining, Wing Chun (competitive), Wing Tsun (competitive), Wushu (competitive), Wrestling</p>
4	<p>Hang gliding², Kiteewing usage, Parachuting², Paragliding², Paramotoring¹⁺², Powerbocking, Skydiving²</p>

Sports Endorsements

¹ Liability for mechanically propelled vehicles is excluded.

² Tandem aerial activities - liability cover for pilot against claims by passenger are excluded.

³ For Personal Liability claims there is a player to player exclusion

⁴ Sailing (further than 12 mile from shore) cover is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Straights of Gibraltar or the Mediterranean Sea

⁵ Mountaineering activities in Sports Group 3 are not covered in Zones 3 or 4 when over 4000m unless prior written authorisation has been granted.

Table of Benefits - Refer to your insurance schedule for level of cover purchased:

Section and Description		LEVEL OF COVER			Monetary Excess	
		Sum Insured (maximum)				
		Gold	Silver	Bronze		
A	Personal Accident	Item 1. Death ¹	£9,000	£6,000	£3,000	NIL
		Item 2. Loss of one or more limbs	£30,000	£20,000	£10,000	NIL
		Item 3. Loss of sight of two eyes	£30,000	£20,000	£10,000	NIL
		Item 4. Loss of hearing	£30,000	£20,000	£10,000	NIL
		Item 5. Permanent Total Disablement	£30,000	£20,000	£10,000	NIL
		Item 6. Temporary Total Disablement - Weekly Benefit ²	£250	£100	NIL	NIL
B ₁	Inconvenience benefit - after 24 hrs	Maximum benefit	£200	£150	£100	NIL
		Per night benefit	£20	£15	£10	NIL
B ₂	Dependent Inconvenience benefit - after 24 hrs	Maximum benefit	£400	£200	NIL	NIL
		Per night benefit	£20	£10	NIL	NIL
C	Consultant Fees	£200	£150	£100	£50	
D	Physiotherapy Fees	£350	£250	£150	£50	
E	Dental Fees	£200	£150	£100	£50	
F	Personal Liability	Maximum benefit	£2,000,000	£2,000,000	£2,000,000	£50
		Physical injuries	£500,000	£500,000	£500,000	£50
		Property damage	£300,000	£300,000	£300,000	£100
G	Legal Expenses and Advice	£4,500	£3,000	£1,500	NIL	
H ₁	Season Tickets	£200	£150	£75	NIL	
H ₂	Rescue / Search fees	£8,000	£8,000	£8,000	£50	

Financial Protection top-up - additional benefit per unit:

(up to a maximum 10 units per insured – see your **Insurance Schedule** for details of units purchased)

A +		Gold	Silver	Bronze	Monetary Excess
	Item 6. Temporary Total Disablement - Weekly Benefit increase ²	+£50	+£50	+£50	NIL

¹ Death benefit limited to maximum of £2,500 in respect of children under 16 years

² Amount per week may not exceed 75% of average weekly earnings. Unless stated otherwise on the schedule, the deferment period is 14 days and the benefit period is 26 weeks.

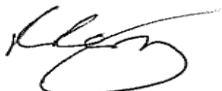
Individual Sports Personal Accident Insurance

V1.20111031.V1

This Policy is arranged and administered by SportsCover Direct and is a contract between **you** (named in the **insurance schedule**) and Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's (hereafter referred to as **us, our, we**). SportsCover Direct act as the intermediary and should be **your** initial contact if **you** have any questions about this policy.

Provided the premium specified has been paid in the required manner **we** will provide the insurance specified in this Policy and **insurance schedule** and any attached endorsements during the **period of insurance**. All information supplied to SportsCover Direct by or on **your** behalf is deemed to be incorporated in and shall form the basis of this Policy.

Authorised Signature:



Roger Perry
Head of Accident & Health
Canopus Underwriting Limited

SportsCover Direct is authorised and regulated by the Financial Services Authority and an authorised Coverholder for Canopus Underwriting Limited.

Dispute and Complaints

SportsCover Direct cares about their customers and believes in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **you** have cause for complaint, either in relation to **your** Policy or any aspect regarding the standard of the service received, **you** should in the first instance contact SportsCover Direct who arranged the Policy on **your** behalf.

The Managing Director
SportsCover Direct
Belmont House, High Street, Lane End
Buckinghamshire, HP14 3ER
Tel No: 0845 120 6400

If the complaint is still not resolved to **your** satisfaction, **you** should contact:

Head of Accident & Health
Canopus Underwriting Limited
Gallery 9, One Lime Street
London, EC3M 7HA
Tel No: +44 (0)20 7337 3700
Fax No: +44 (0)20 7337 3992

In the event **you** remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for **you** to refer that matter to Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services, One Lime Street
London, EC3M 7HA
Tel No: 020 7327 5693, Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance team is unable to resolve **your** complaint, it may be possible for **you** to refer it to the Financial Ombudsman Service (FOS). Following the complaints

procedure with the FOS does not affect **your** rights to take legal action.

Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under this contract. A claim under this contract of non compulsory insurance is covered for 90% of the claim without any upper limit.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: www.fscs.org.uk

7th Floor, Lloyds Chambers
Portoken Street, London E1 8BN

Cooling-Off Period

If this cover does not meet **your** requirements, **you** may return the insurance documentation to SportsCover Direct within fourteen (14) days of the cover starting or the day on which **you** receive the documents, whichever is the later.

Provided the Policy has not been relied upon (not past the risk date) **we** will refund all premiums paid within thirty (30) days from the date **we** receive the notice of the cancellation from **you**. **We** will not refund premiums if **you** have made a claim within the fourteen (14) days that results in this Policy being terminated. Please contact SportsCover Direct to obtain this refund. Their address and telephone number is noted in Disputes and Complaints.

General Conditions

1. Observance – Failure to Comply with Policy Conditions

Our liability to make any payment under this Policy shall be conditional upon **your** observance of all terms, provisions, conditions and endorsements of this

Policy. Where **you** do not comply with any obligation to act in a certain way specified in this Policy, this may prejudice **your** position to recovery under any claim.

Your non-compliance with this clause shall be relevant to any payment by **Us** where such non compliance has a material bearing on any insured loss or damage for which any payment by **Us** may be made.

2. Disclosure

We shall not be exposed to liability under this Policy and **you** shall have no rights hereunder unless at inception of this Policy and at the time of any amendment:

2.1 **You** were not in breach of any common law duty in regard to non-disclosure or misrepresentation; and further

2.2 **You** had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which **we** ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

Your performance of these obligations shall be a necessary prerequisite to cover, and in any proceedings by **you** or between **you** and **us** the burden shall in all circumstance be upon **you** to establish that these obligations have been complied with.

3. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, it is a condition precedent to **our** liability under this Policy that **you** will ensure that notice is given to **us** in writing as soon as reasonably possible after the date of the occurrence and in any event within twenty one (21) days. Such notice shall include full particulars of the occurrence.

Claims Correspondence and Notification:

One Claims, 1-4 Limes Court, Hoddesdon,
Hertfordshire, EN11 8EP
Tel No: 0845 120 6407

4. Claims Co-operation

You shall provide assistance and co-operate with **us** or **our** representatives, in obtaining any other records or information **we** deem necessary to evaluate the incident or claim. In no event shall **we** be liable to pay any claim hereunder unless **you** co-operate with **us** and/or **our** representatives in the investigation of the claim.

5. Applicable Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

6. Activity Postponement

In cases where courses/events for which insurance has been purchased are postponed due to weather or other circumstances beyond **your** control then a refund shall be payable. Proof of postponement may be required and the course must not have started. An administration fee may be charged for documents.

7. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

It is not the intention that any third parties to this contract have the right to enforce the terms of this contract. Only **you** and **us** can enforce the terms of this contract.

You and **us** can vary or rescind the contract without

the consent of any third party to this contract who may assert they have rights under this Contracts (Rights of Third Parties) Act 1999.

8. Usual Country of Domicile

For **insured persons** not domiciled in the **United Kingdom** any reference to the **United Kingdom** shall mean an **insured person's** usual country of domicile.

9. Residency

It is warranted that **you** are resident in the **United Kingdom** or Republic of Ireland or an official BFPO address overseas (in which case Country of Residence is substituted for **United Kingdom**).

10. Access to additional materials

You shall furnish to **us**, or **our** designated representatives, all information, documentations, medical information that **we** may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

11. Right to Medical records and Medical examination

Following notice of a claim, **you** shall provide, when requested by **us**, all authorisations necessary to obtain **your** medical records. **We** have the right to have **you** examined by a physician or vocational expert of **our** choice, and at **our** expense, when and as often as **we** may reasonably request.

12. Fraudulent Claims

If **you** or any other person acting on **your** behalf submits any claim under this Policy that shall in any respect be false or fraudulent, **we** shall be under no liability to make payment in respect of such claim and **you** must pay back any benefit that **we** have already paid. If this happens **we** will not refund any premiums.

13. Interest

No sum payable under this Policy shall carry interest.

14. Limitation

In no case shall **our** liability in respect of **you** exceed the largest sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**.

15. Cancellation

We may cancel this Policy or any cover hereunder by giving thirty (30) days written notice to **you** at **your** last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and **we** shall return any unearned portion of the premium paid.

You can cancel this Policy by giving thirty (30) days written notice to:

SportsCover Direct, Belmont House, High Street, Lane End, Buckinghamshire, HP14 3ER

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention of one half of the annual premium or £75, whichever is the greater.

16. Attestation Clause

Each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the

proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

17. Data Protection Act 1998

It is understood by **you** that any information provided regarding **you** will be processed by **us** or **our** representatives, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

18. Reasonable Care

You must exercise reasonable care to prevent an accident, loss or damage.

19. Medical Warranty

It is warranted that for each **activity** undertaken whilst covered by this Policy, **you** are in good health, fit to undertake the **activity**, and not doing so against medical advice.

No claims for pre-existing medical conditions will be accepted unless declared when this Policy comes into force or when **your** health changes during the course of this Policy, and the condition is accepted in writing by **us**.

General Exclusions

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

1. loss or damage or expense of whatsoever nature, resulting from, or in connection with, or any action taken in controlling, preventing, or suppressing **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense.
2. the loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature or arising from:
 - 2.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 2.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. **air travel**, except as a passenger in an aircraft licensed to carry passengers.
4. directly or indirectly occasioned by, happening through or in consequence of **you** engaging in or taking part in:
 - 4.1 driving or riding in motorsport events (other than quad bike/go-kart under 250 cc), riding or driving motorised two-wheeled vehicles exceeding 125cc unless as part of an **activity** for which the appropriate premium has been paid;
 - 4.2 driving motorised vehicles for which **you** do not

hold a full UK licence in circumstances requiring that such licence be held;

4.3 mountaineering activities whilst participating over 5000m;

4.4 scuba diving, except where **you** are accompanied and does not exceed the depth to which **you** are qualified to or actually being trained to, and never in excess of 50m, unless specifically accepted in writing by **us**;

4.5 sailing outside the 12 mile limit (Group 2) cover is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Strait of Gibraltar and the Mediterranean Sea. Unless specifically accepted in writing by **us**;

4.6 any **activity** in territories not mapped on the maps issued by the nearest local authority or more than 150km from the nearest habitation unless specifically accepted in writing by **us**.

5. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.

6. **you** being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a **medical practitioner** but not for the treatment of drug addiction).

7. **you** attempting to commit or committing intentional self-injury or suicide.

8. any criminal or illegal act by **you**.

9. **you** participating in **professional activities**.

10. **your** deliberate exposure to exceptional danger (other than in an attempt to save human life).

11. **your** operational duties as a member of the Armed Forces.

12. after the expiry of the **period of insurance** during which **you** reach age 75 years, unless agreed in writing by **us**.

General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, **insurance schedule**, or endorsements and are shown in bold print.

1. **accident**

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **period of insurance**, and shall also include:

- 1.1 exposure resulting from a mishap to a conveyance in which **you** are travelling, and
- 1.2 **hijack** or attempt thereof and exposure resulting there from.

2. **activity(ies)**

Sport/s or leisure events and activities as shown in the policy booklet, undertaken as a non- **professional** and whilst participating in the **countries covered** for which the appropriate premium has been paid.

3. **air travel**

Being in, or on, or boarding a licensed aircraft flown by a pilot holding a valid pilots licence for the purpose of flying therein, or alighting there from following a flight.

4. **annual salary**

Your total net basic **annual salary** including payments for commission and overtime of constant character but

excluding income received as a **professional** and bonuses at the date an insured incident occurs or if **you** are paid weekly, **annual salary** will be calculated by taking **your** average net basic weekly salary for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

5. **benefit period**

The maximum period from the date of **total disablement** for which a **temporary total disablement** benefit is payable. This period commences at the end of the **deferment period**.

6. **child/children**

Any person under the age of 16 years at inception of this Policy, or any person under 19 and in full time education and dependent upon parents at inception of this Policy.

7. **commuting**

Time spent getting from home or place of business in the **United Kingdom** to the location where **you** will be participating in an **activity**.

8. **countries covered**

All countries world-wide (including **Commuting** within the Home Country) except where the Travel Advice Unit at the Foreign & Commonwealth Office advises against travel.

9. **deferment period**

The period prior to the commencement of the **benefit period** during which no benefit is payable.

10. **hijack**

The unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which **you** are travelling as a passenger.

11. **hospital**

An institution which:

- 11.1 has permanent full-time facilities for caring for patients overnight; and
- 11.2 has facilities for the diagnosis and medical and surgical treatment of ill people by **medical practitioners**; and
- 11.3 provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and
- 11.4 is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

12. **hospitalised**

An overnight stay in a **hospital** as an in-patient, such confinement being certified as necessary by a **medical practitioner**.

13. **injury**

an identifiable physical **injury** which:

- 13.1 is caused by an accident, and
- 13.2 solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such **injury**.

14. **insurance schedule**

The document showing details of the cover **you** have purchased.

15. **loss of hearing**

Permanent, total and irrecoverable loss of hearing in both ears.

16. **loss of limb or limbs**

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

17. **loss of sight**

Permanent and total loss of sight shall be considered as having occurred:

- 17.1 in both eyes, if **you** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or
- 17.2 in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

18. **medical practitioner**

Any suitably qualified medical practitioner registered by the General Medical Council in the **United Kingdom** (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- 18.1 **you**;
- 18.2 **your** immediate family;
- 18.3 **your** employee.

19. **period of insurance**

The period shown in the **insurance schedule**.

20. **permanent total disablement**

Disablement which entirely prevents **you** from attending to any business or occupation of any and every kind and which lasts twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement

21. **professional**

Any person who derives income of more than £4,000 (or equivalent currency) per annum from their participation in a sport.

22. **season tickets**

Any form of season tickets, subscription fees, permits, training courses and the like, the cost for which has been paid by or on **your** behalf.

23. **temporary total disablement**

Temporary disablement, which entirely prevents **you** from engaging in **your** usual business or occupation.

24. **terrorist activity**

An 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. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

25. **total disablement**

Your complete and physical inability to attend to **your** usual business or occupation which results solely and independently of any other cause from an **injury**.

26. **United Kingdom**

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

27. **utilisation of biological weapons of mass destruction**

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

28. utilisation of chemical weapons of mass destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

29. utilisation of nuclear weapons of mass destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

30. war

Any **activity** arising out of or attempt to participate in the use of military force between nations and will include:

- 30.1 hostilities or warlike operations (whether war be declared or not).
- 30.2 invasion, civil war, rebellion, insurrection, revolution.
- 30.3 act of an enemy foreign to **your** nationality or the country in, or over, which the act occurs.
- 30.4 civil commotion assuming the proportions of, or amounting to, an uprising.
- 30.5 overthrow of the legally constituted government.
- 30.6 military or usurped power.
- 30.7 explosions of war weapons.
- 30.8 **terrorist activity**.
- 30.9 **utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined.
- 30.10 murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to **your** nationality whether war be declared with that state or not.

31. we/us/our

Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's.

32. you /your /insured person

Person(s) named in the **insurance schedule** whilst participating in an **activity**.

Section A - Personal Accident

WHAT IS COVERED

If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** which results in **your** death or disablement within twelve (12) months from the date of the accident **we** will pay **you** an amount equal to the sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**.

CONDITIONS AND LIMITATIONS

1. If **you** disappear during the **period of insurance** and the body is not found within twelve (12) months after the disappearance and all available evidence

examined, there is reason to presume that **your** death has occurred, the disappearance shall be considered to have been caused by an **injury**.

2. If after **we** have made a payment to **your** estate in respect of **your** disappearance and **you** are found to be living, **you** shall reimburse **us** in full for all monies paid to **your** estate in respect of such disappearance.

3. Any claim for **temporary total disablement** shall be deducted from any subsequent death, disablement or **permanent total disablement** claim as a result of the same insured claim.

4. The weekly benefit for **temporary total disablement** will be calculated using **your annual salary** and dividing by fifty two (52), unless stated differently within the Policy.

5. No **temporary total disablement** shall become payable until the total amount thereof has been ascertained and agreed. If nevertheless, interim payments have been made for **temporary total disablement** at **our** discretion, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same accident.

6. You shall provide **us** with a note from **your medical practitioner** stating **your** injuries and stating that **you** are unable to attend to any business or occupation and stating the anticipated date of recovery.

7. In respect of **temporary total disablement** the **deferral period** and **benefit period** are stated in the Table of Benefits.

PROVISIONS

1. If **you** are covered under Item 1 Death, but the benefit payable is less than for Items 2-5, **we** will not pay more than the amount of the Death benefit (if an **injury** does not immediately result in death) until at least thirteen (13) weeks after the date of the **injury**.
2. If **you** are not covered under Item 1 Death **we** will not pay for Items 2-5, until at least thirteen (13) weeks after the date of the **injury**, and **we** will only then pay if **you** have not in the meantime died as a result of the **injury**.
3. **We** will not pay for more than one of the Benefits 1-5 in respect of the same **injury**.
4. The total sum payable under this section in respect of any one or more accidents to **you** shall not exceed in all the largest sum insured under any one of the items contained in the Table of Benefits to be read in conjunction with **your insurance schedule** or added to this section by endorsement.

Section B - Inconvenience Benefit and Dependent Inconvenience Benefit

WHAT IS COVERED

If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** **we** will pay **you** for each complete 24 hour period that **you** are **hospitalised**:

1. Up to the sum insured as stated in B1 in the Table of Benefits to be read in conjunction with **your insurance schedule**.
2. Up to the sum insured as stated in B2 in the Table of Benefits to be read in conjunction with **your insurance schedule** if the insured person is a **child**.

WHAT WE DO NOT COVER

We will not pay:

1. the first complete twenty four (24) hours following admission as an in-patient and any claims more than twelve (12) months following the date of the incident giving rise to the claim.

Section C - Consultant Fees

WHAT IS COVERED

If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** we will pay **you** the costs and expenses of Consultant Fees that are reasonably and necessarily incurred within twelve (12) months from the date of the accident and not exceeding the sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**.

CONDITIONS AND LIMITATIONS

1. **You** shall provide **us** with a note from **your medical practitioner** stating **your** injuries and justifying the requirement for Consultant Fees to be incurred privately rather than on the NHS.

WHAT WE DO NOT COVER

We will not pay:

1. the excess amount shown in the Schedule of Benefits Table.

Section D - Physiotherapy

WHAT IS COVERED

If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** we will pay **you** the costs of Physiotherapy that is reasonably and necessarily incurred within twelve (12) months from the date of the accident and not exceeding the sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**.

CONDITIONS AND LIMITATIONS

1. **You** shall provide **us** with a note from **your medical practitioner** stating **your** injuries and justifying the requirement for Physiotherapy Fees to be incurred privately rather than on the NHS.

WHAT WE DO NOT COVER

We will not pay:

1. the excess amount shown in the Schedule of Benefits Table.

Section E - Dental Fees

WHAT IS COVERED

If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** we will pay **you** the costs of Dental Fees that are reasonably and necessarily incurred for immediate relief of pain and repair of natural teeth and not exceeding the sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**.

WHAT WE DO NOT COVER

We will not pay:

1. the excess amount shown in the Schedule of Benefits Table.
2. the cost of dentures, dental appliances, any repairs

or costs for crowns, precious metals.

Section F - Personal Liability

WHAT IS COVERED

We will indemnify **you** in respect of **your** legal liability for bodily **injury** to third parties and/or for damage to their property occurring whilst participating in an **activity** up to but not exceeding the sum insured shown in the Table of Benefits to be read in conjunction with **your insurance schedule** in respect of any one accident or series of accidents and in all inclusive of associated legal expenses incurred with **our** prior written consent.

The sum insured shall be sub limited to:

1. £500,000 any one claim per claimant in the same event for bodily **injury**;
2. £300,000 any one claim per claimant in the same event for material property.

CONDITIONS AND LIMITATIONS

1. That **you** shall not admit any liability nor offer agreement to settle any claim without **our** prior written consent.
2. In the event of a claim or series of claims resulting in **your** liability to pay a sum in excess of the sum insured **our** liability for defence costs and expenses incurred with **our** written consent shall be limited and shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by or on behalf of **you** in settlement of the claim or claims.
3. **We** may at any time at **our** sole discretion pay to **you** the maximum sum payable under this section in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and **we** shall not be under any further liability in respect of that occurrence except for the payment of defence costs and expenses incurred prior to such payment and subject always to Condition 2 above of this section.
4. **We** shall be entitled at **our** discretion to take over and conduct in **your** name, the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or damage against any other persons and **you** shall give all information and assistance required.

PROVISIONS

1. **Our** liability for all damages and claimant's costs and expenses payable in respect of any one occurrence or series of occurrences arising out of one source or original cause shall not exceed the sum insured stated in the Table of Benefits to be read in conjunction with **your insurance schedule**. In addition **we** will pay all defence costs and expenses incurred with **our** written consent.

WHAT WE DO NOT COVER

We will not pay:

1. the excess amount shown in the Schedule of Benefits Table.
2. bodily **injury** sustained by:
 - 2.1 any member of **your** family, or
 - 2.2 any person who is under a contract of service with **you** and which arises out of and in the course of their employment by **you** .

3. liability for loss of or damage to property belonging to or in the care custody or control of **you** or **your** family or of any servant or agent of **you** .
4. liability arising out of the ownership, possession or use by **you** of any land or buildings except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **you** for the sole purpose of **your** personal occupancy.
5. liability arising from the ownership, possession or the use under **your** control of any mechanically propelled vehicle (other than golf buggies), aircraft, hover craft or watercraft (other than sailboards, surfboards, canoes, rowing dinghies kiteboards and other than hand/foot propelled watercraft), firearms (other than associated with **your** sport/activity), animal (other than horses hired for hacking only).
6. liability assumed by **you** by agreement unless such liability would have attached to **you** in the absence of such agreement.
7. liability directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority.
8. **use VG definition 14.**
9. Employer's liability.
10. Contractual liability.
11. for punitive and exemplary damages in respect of the United States of America or Canada.
12. liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under such other insurance had this insurance not been in force.
13. liability arising directly or indirectly in connection with any fine or penalty.

Section G - Legal Expenses

WHAT IS COVERED

We will pay up to the sum insured shown in the Table of Benefits to be read in conjunction with **your** **insurance schedule** in respect of **your** incurred legal expenses in the pursuit of claims for damages against third parties who have caused **you** an **injury** sustained following an accident whilst participating in an **activity**.

CONDITIONS AND LIMITATIONS

1. **We** shall have complete control over the legal proceedings and the appointment of a Solicitor. **We** shall only be liable for expenses incurred with **our** prior written consent, which will not be unreasonably withheld, but **we** reserve the right to withdraw from the proceedings at any stage and to limit **our** liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.

WHAT WE DO NOT COVER

We will not pay:

1. legal expenses incurred without **our** prior written approval.
2. the continued pursuit of any claim where **we** consider **you** do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
3. claims against **us** or anyone acting on **our** behalf.

4. legal actions between **insured persons**.
5. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
6. legal expenses which constitute a valid claim under any other insurance policy beyond **our** rateable share of any claim costs.

Section H - Season tickets and Rescue/Search Fees

WHAT IS COVERED

1. If **you** sustain an **injury** whilst participating in an **activity** or **commuting** during the **period of insurance** we will pay **you** in addition to any amount paid under Sections A to B for the costs and expenses of (unused) pre-paid **Season tickets** that are reasonably and necessarily incurred within 12 months of the date of the accident not exceeding the sum insured stated in Table of Benefits to be read in conjunction with **your** **insurance schedule**.
2. **We** will pay for the costs and expenses of Rescue, Search and Sledge Expenses, in the mountains and at sea by official civil and police rescue teams that are reasonably and necessarily incurred provided **you** are participating in an **activity** or **commuting** during the **period of insurance** and not exceeding the sum insured stated in the Table of Benefits to be read in conjunction with **your** **insurance schedule**.

WHAT WE DO NOT COVER

We will not pay in respect of Section H2 Rescue/Search Fees:

1. the excess amount shown in the Schedule of Benefits Table.

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