



Your Policy Wording

Global 24 Hour Personal Accident Cover

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Introduction

Welcome to **your** Best Accident Insurance Policy.

Best Accident Insurance is designed to provide protection to an **insured person** in the event that he/she has an **accident** and suffers **bodily injury**.

This insurance provides cover 24 hours a day, 7 days a week on a worldwide basis.

This insurance is designed to allow **you** to choose a level of cover that best suits **your** circumstances. Further details are given on page 7. The level of cover **you** have chosen will be stated on **your Policy Schedule**.

This is an annually renewable policy. Cover is provided from the **start date** for an initial period of 12 months and the premium will be paid monthly by direct debit.

Please take time to read the "Important Information" section on pages 5-6 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains information about the **waiting period** which applies to certain types of claim.

The insurer

The insurer (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The policy administrator

This insurance was arranged by Best Risk Management & Financial Service Limited. They are referred to as the **policy administrator** throughout this Policy Document, and they will collect **your** premium, deal with any queries or amendments, and renew **your** policy on **our** behalf. Their contact details are:

Tel: 0330 330 9465 – Monday – Friday 9am to 6pm

Email: info@bestinsurance.co.uk

Or write to: Gemini Business Centre, 136-140 Old Shoreham Road, Hove, BN3 7BD.

The claims administrator

Roger Rich & Co will deal with claims on **our** behalf and are referred to as the **claims administrator** throughout this Policy Document. Their contact details are:

Tel: 01608 641351 - Monday – Friday 9am to 5pm

Email: enquiries@rogerrich.co.uk

Or write to: 2a Marston House, Cromwell Park, Chipping Norton, OX7 5SR

Some words and phrases in this Policy Document and on **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** and *italics*. They are all listed and explained in the "Definitions" section which can be found at the end of this Policy Document.

If **you** have any disability that makes communication difficult, or if **you** need any documents to be made available in braille and/or large print and/or in audio format, please tell the **policy administrator** who will be pleased to help. Their contact details are shown on page 3.

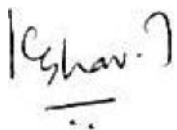
All insurance documents and all communications with **you** about this policy will be in English.

The insurance contract

This Policy Document and **your Policy Schedule**, along with any endorsement(s) attaching to and forming part of **your Policy Schedule**, are **your** insurance documents. Together they make up the contract between **you** and **us**.

It is important that **you** read this Policy Document along with **your Policy Schedule** (and any endorsements) so **you** can be sure of the cover provided and to check that it meets **your** needs.

Your insurance documents are issued to **you** by Best Risk Management & Financial Service Limited in its capacity as **our** agent under contract reference B6839/CR701. In exchange for **your** payment of the premium shown in **your Policy Schedule**, **you** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Kesh Thukaram

Authorised signatory of Best Risk Management & Financial Service Limited

Important Information

It is important that:

- **you** check **your Policy Schedule** and any endorsement(s) to ensure the details are correct and that the cover is as **you** requested; and
- **you** check that all **insured persons** eligible for this insurance (see “Eligibility” below); and
- **you** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **you** notify the **policy administrator** as soon as possible of any inaccuracies in **your Policy Schedule**; and
- any duties detailed under each section of this Policy Document and under the insurance as a whole are complied with.

Conditions

There are conditions which relate to making a claim under this insurance, and these can be found in the “How to make a claim and claims information” section on page 13.

If **you** do not meet these conditions, a claim may be rejected or a claim payment could be reduced.

Disclosure of important information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **policy administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **policy administrator** as soon as possible. Their contact details are shown on page 3 of this Policy Document.

Eligibility

To be eligible for cover under this policy, at the **start date you** must be:

- a. 18 or over and under 64 years of age; and
- b. a permanent resident of the **United Kingdom**.

Any **child/children** who **you** wish to insure under this policy must be **your** or **your** partner's **child/children, step-child/children**, legally adopted **child/children**, or **child/children** for whom you or your partner are the legal guardian. The **child/children** must be aged between 6 months and 18 years old (or up to 23 years old if in full-time education, which does not include apprenticeships).

We will not provide any cover if any of the eligibility requirements above are not met. Please contact the **policy administrator** as soon as possible if any **insured person** is not eligible for this insurance, if a change in circumstances means that any **insured person** no longer meet these eligibility requirements, or if **you** have any queries. Their contact details are shown on page 3 of this Policy Document.

Waiting Period

There is a 8 week **waiting period** before **you** will be entitled to receive **benefits** for **temporary total incapacity** following an **accident**. During this period **you** will need to be continuously totally unable to do all elements of **your** normal work due to **bodily injury** certified by a **doctor**.

What is covered

Important Notes:

- Only **bodily injury** which is sustained as a direct result of an **accident** is covered under this policy. The **accident** can happen anywhere in the world but must happen during the **period of insurance**.
- **You** can choose what level of cover **you** require and whether **you** require any cover for **your** or **your** partner's **child/children** (see "Cover Options" below). **Your** chosen cover options will be stated on **your Policy Schedule**.

Cover Options

You can choose one of the following levels of cover:

- **Simple**
- **Standard**
- **Standard +**
- **Premium**
- **Premium +**
- **Ultra**

(Optional) Child Cover

You can also opt to include cover for **your** or **your** partner's **child/children**. This cover can be added at any time. To add this cover after the **start date**, **you** should contact the **policy administrator**. The contact details are given on page 3 of this Policy Document.

Tables of Benefits

The benefits payable for each level of cover are shown in the Tables of Benefits on pages 10 and 11 of this Policy Document. The Table of Benefits on page 10 lists **benefits** payable following an **accident** suffered by **you**. The Table of Benefits on page 11 lists **benefits** payable following an **accident** suffered by **your** or **your** partner's **child/children**, if **you** have opted to include Child Cover.

The Benefits

Accidental Death:

We will pay the **Accidental Death benefit** shown in the relevant Table of Benefits on pages 10 and 11 of this Policy Document:

- a. If an **insured person** dies as a result of **bodily injury** within 12 months following an **accident**; or
- b. If an **insured person** goes missing and his/her body is not found within 12 months of his/her disappearance, and after all available evidence is examined there is reason to believe that death may have occurred as a result of **bodily injury**. If an **insured person** is found to be living after **we** have made such payment, the sum paid must be returned to **us**.

In the event of **your accidental death, benefit** will be paid to **your** estate or legal representative(s).

In the event of the **accidental death** of **your** or **your** partner's **child/children, benefit** will be paid to **you**.

In the event of the **accidental death** of **you** and **your** or **your** partner's **child/children** in the same **accident, benefit** will be paid to **your** estate or legal representative(s).

Permanent Incapacity:

If, during the **period of insurance**, an **insured person** is involved in an **accident** which results in **permanent incapacity** within 12 months of the date of the **accident, we** will pay the amount shown in the relevant Table of Benefits on page 10 of this Policy Document.

We will only pay one **permanent incapacity benefit** for each **insured person** during any **period of insurance**.

In the event of **permanent incapacity, benefit** will be paid to **you**.

Temporary Total Incapacity:

Please Note: This **benefit** is only payable in relation to **your temporary total incapacity**. No **benefit** is payable in respect of any **child/children** who **you** have opted to insure under this policy.

If, during the **period of insurance, you** are involved in an **accident** which results in **temporary total incapacity**, and **your temporary total incapacity** continues beyond the **waiting period, we** will pay **you** 75% of **your gross weekly wage**, or £500, whichever is lower, for each complete week of **temporary total incapacity**, for up to 26 weeks.

Any payment for **temporary total incapacity** shall not be deducted from any subsequent **benefits** which result from the same **accident**.

Hospitalisation:

If, during the **period of insurance**, an **insured person** is involved in an **accident** which results in the **insured person** being **hospitalised, we** will pay **you** the amount shown in the relevant Table of Benefits on page 10 and 11 of this Policy Document for each complete 24 hour period the **insured person** remains **hospitalised**.

Fracture Benefit:

If, during the **period of insurance**, an **insured person** is involved in an **accident** which results in a **major fracture** or a **minor fracture**, **we** will pay **you** the amount shown in the relevant Table of Benefits on pages 10 to 11 of this Policy Document. Please note that **we** do not cover fractures to the nose.

If an **insured person** is involved in an **accident** and suffers more than one **minor fracture**, **we** will only pay one **benefit** for all the **minor fractures** that an **insured person** suffers.

If an **insured person** is involved in an **accident** and **suffers** more than one **major fracture**, **we** will only pay one **benefit** for all **major fractures** that an **insured person** suffers.

If an **insured person** is involved in an **accident** and suffers both **minor fractures** and **major fractures**, **we** will only pay one **minor fracture benefit** and one **major fracture benefit** for all fractures that an **insured person** suffers.

Funeral Benefit:

Please Note: This **benefit** is only payable in relation to **your** death. No **benefit** is payable in respect of any **child/children** who you have opted to insure under this policy.

If, during the **period of insurance**, **you** die as a result of an **accident**, **we** will pay **funeral expenses** up to the maximum amount shown in the Table of Benefits on page 10 of this Policy Document. Please note that **we** do not cover the cost of any wake and/or refreshments.

Funeral benefit will be paid to **your** estate or legal representative(s).

Table of Benefits

| Benefit Type | Benefit Amount | | | | | |
|---|---|----------|-----------|----------|----------|----------|
| | Simple | Standard | Standard+ | Premium | Premium+ | Ultra |
| Accidental Death | £40,000 | £60,000 | £80,000 | £120,000 | £160,000 | £200,000 |
| Funeral Benefit (following Accidental Death) Funeral expenses up to a maximum of: | £1,500 | £2,000 | £4,000 | £6,000 | £8,000 | £10,000 |
| Permanent Incapacity | | | | | | |
| Quadriplegia | £70,000 | £95,000 | £120,000 | £170,000 | £220,000 | £270,000 |
| Paraplegia | £50,000 | £75,000 | £100,000 | £150,000 | £200,000 | £250,000 |
| Permanent total incapacity | £40,000 | £60,000 | £80,000 | £120,000 | £160,000 | £200,000 |
| Loss of sight in one eye | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Loss of sight in both eyes | £40,000 | £60,000 | £80,000 | £120,000 | £160,000 | £200,000 |
| Loss of one or more hands or feet | £40,000 | £60,000 | £80,000 | £120,000 | £160,000 | £200,000 |
| Loss of hearing in one ear | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Loss of hearing in both ears | £40,000 | £60,000 | £80,000 | £120,000 | £160,000 | £200,000 |
| Loss of speech | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Third-degree burns covering at least 9% of the body's surface area | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Loss of thumb or big toe | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Loss of forefinger | £5,000 | £7,500 | £10,000 | £15,000 | £20,000 | £25,000 |
| Loss of any other finger or toe | £2,500 | £3,000 | £5,000 | £7,500 | £10,000 | £12,500 |
| Loss of use of major organ | £10,000 | £15,000 | £20,000 | £30,000 | £40,000 | £50,000 |
| Loss of use of the lower jaw | £5,000 | £7,500 | £10,000 | £15,000 | £20,000 | £25,000 |
| Loss of use of hip, wrist, knee or ankle, shoulder or elbow | £20,000 | £30,000 | £40,000 | £60,000 | £80,000 | £100,000 |
| Additional Benefits | | | | | | |
| Hospitalisation (per 24 hour period spent as an in-patient and paid for up to a maximum of 30 days in total) | £50 | £75 | £100 | £125 | £200 | £250 |
| Minor Fracture | £150 | £200 | £300 | £450 | £600 | £750 |
| Major Fracture | £500 | £750 | £1,000 | £1,500 | £2,000 | £2,500 |
| Temporary Total Incapacity (subject to the waiting period) | 75% of your gross weekly wage or up to £500, whichever is lower, for each complete week, for up to 26 weeks | | | | | |

Please note: If an **accident** results in both **permanent incapacity** and **accidental death** then where the **accidental death benefit** exceeds the **permanent incapacity benefit** we will pay the **accidental death benefit** but will deduct the amount of any **permanent incapacity benefit** you have already received.

(Optional) Child Cover – Table of Benefits

| Benefit Type | Benefit Amount | | | | | |
|---|----------------|----------|-----------|---------|----------|---------|
| | Simple | Standard | Standard+ | Premium | Premium+ | Ultra |
| Accidental Death | £4,000 | £6,000 | £8,000 | £12,000 | £16,000 | £20,000 |
| Permanent Incapacity | | | | | | |
| Paralysis of Limbs | £4,000 | £6,000 | £8,000 | £12,000 | £16,000 | £20,000 |
| Permanent total incapacity | £5,000 | £7,500 | £10,000 | £15,000 | £20,000 | £25,000 |
| Loss of sight in both eyes | £4,000 | £6,000 | £8,000 | £12,000 | £16,000 | £20,000 |
| Loss of sight in one eye | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Loss of hearing in both ears | £2,000 | £3,000 | £4,000 | £6,000 | £8,000 | £10,000 |
| Loss of hearing in one ear | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Loss of one or more hands or feet | £4,000 | £6,000 | £8,000 | £12,000 | £16,000 | £20,000 |
| Loss of speech | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Third-degree burns covering at least 9% of the body's surface area | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Loss of thumb or big toe | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Loss of any other finger or toe | £250 | £350 | £500 | £750 | £1,000 | £1,250 |
| Loss of major organ | £1,000 | £1,500 | £2,000 | £3,000 | £4,000 | £5,000 |
| Loss of use of hip, wrist, knee or ankle, shoulder or elbow | £2,000 | £3,000 | £4,000 | £6,000 | £8,000 | £10,000 |
| Additional Benefits | | | | | | |
| Hospitalisation (per 24 hour period spent as an in-patient and paid for up to a maximum of 30 days in total) | £20 | £30 | £40 | £60 | £80 | £100 |
| Minor Fracture | £50 | £75 | £100 | £150 | £200 | £250 |
| Major Fracture | £250 | £350 | £500 | £750 | £1,000 | £1,250 |

Please note: If an **accident** results in both **permanent incapacity** and **accidental death** then where the **accidental death benefit** exceeds the **permanent incapacity benefit** we will pay the **accidental death benefit** but will deduct the amount of any **permanent incapacity benefit** already received.

What is Not Covered

We will not pay any claim where an **insured person**:

1. is participating in **professional sports** of any kind including any practicing for **professional sports**;
2. is either a driver or passenger of a motor vehicle which is judged by the police to be in contravention of the Road Traffic Act 1988 at the time of any **accident**;
3. is participating in or practicing for any **hazardous activities**;
4. is flying other than as a passenger;
5. sustains **bodily injury** that is caused by or contributed to by deliberate self-inflicted injury, suicide or attempted suicide unless in an attempt to save a human life;
6. is under the influence of any substances, solvents or drugs as defined under the Misuse of Drugs Act 1971 unless such substances, solvents or drugs have been prescribed by a **doctor** and an **insured person** is following the directions of the prescription;
7. is under the influence of alcohol which will be deemed as –
 - having more than 80 milligrams of alcohol per 100 millilitres of blood;
 - having more than 35 micrograms per 100 millilitres of breath; or
 - having more than 107 milligrams per 100 millilitres of urine;
8. is taking part in any form of unlawful activity of any kind;
9. undergoes any medical operations or treatments which are not medically necessary to maintain a quality of life following an **accident**, including cosmetic or beauty treatments;
10. sustains an injury caused only by any illness, disease or disorder.
11. **We** will not pay any claim arising directly or indirectly from:
 - **war** or acts of **terrorism**;
 - an **insured person** engaging in **active war**;
 - **nuclear risks**.

How to make claim & claims information

Who to contact if **you** would like to make a claim

Claims are handled by the **claims administrator**. If **you** wish to make a claim, or discuss an ongoing claim, **you** can contact the **claims administrator** using the following contact details:

Tel: 01608 641351

Email: enquiries@rogerrich.co.uk

The postal address for the **claims administrator** is as follows:

Roger Rich & Co
2a Marston House
Cromwell Park, Chipping Norton
Oxfordshire OX7 5SR

What **you** need to do

You or **your** personal representative must comply with the following conditions. If these conditions are not complied with, and this affects the ability of the **claims administrator** to fully assess the claim or keep **our** losses to a minimum, a claim may not be paid or any payment could be reduced.

- A **doctor** must be contacted as soon as possible after an **accident**.
- Contact the **claims administrator** within 30 days of the **accident**, or as soon as practically possible, and ask for a claim form. Contact details are provided above.
- Complete the claim form and send it back to the **claims administrator**, along with any supporting documentation that they ask for. **You** must provide, at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment due under the insurance.
- The **claims administrator** must be allowed access to an **insured person's** medical reports and records.
- The **insured person** must attend a medical examination if this is requested by the **claims administrator**. **We** will pay the cost of this.
- For any claim for **temporary total incapacity**, **you** must provide evidence of **your** incapacity for the duration of the claim. **You** can do this by completing a monthly 'Claim Continuation Form' and providing a 'fit note' from a **doctor**. Please note that only fit notes which cover periods of up to one month will be accepted. If a fit note is issued for a longer period, the **doctor** must confirm why it has been issued for a longer period.

Important Note:

If you make a claim in the current **period of insurance**, all premium instalments must be paid until the next **renewal date**. The **claims administrator** may, at its discretion, deduct the outstanding premium instalments from any claim payment.

Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- a. not pay that claim; and
- b. recover (from **you** or **your** representative) any payments **we** have already made in respect of that claim; and
- c. terminate **your** insurance from the time of the fraudulent act; and
- d. inform the police of the fraudulent act.

If **your** policy is terminated from the time of the fraudulent act, **we** will not pay any claim for an incident which happens after that time and may not return any of the premium(s) paid.

Renewal & cancellation of the policy

Renewal of cover

Your policy will renew automatically at the end of each **period of insurance** until **you** or **we** decide not to renew the policy.

You will be contacted a month before the **renewal date** and told about any changes to the premium or the policy terms and conditions.

You have the right to cancel this automatic renewal at any time before the **renewal date**.

If **you** do not want to renew **your** policy, please contact the **policy administrator** using the contact details given on page 3 of this Policy Document, otherwise they will continue to collect the renewal premiums by direct debit.

Your cancellation rights

You can cancel **your** policy within 30 days of the **start date** or, if later, within 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any time but there will be no refund. This is because **you** will only have paid for the cover **you** have already received.

Please contact the **policy administrator** if **you** wish to cancel **your** policy. Their contact details are shown on page 3 of this Policy Document.

Our cancellation rights

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, **we** will give **you** at least 3 months' written notice at **your** last known address prior to the **renewal date**.

Automatic cancellation

Your cover will cease automatically upon any of the following events:

- a. the **renewal date** following **your** 65th birthday;

- b. if **you** fail to pay **your** premium when it becomes due. If this happens, **we** will contact **you** requesting payment within 15 days. If **we** do not receive payment within this period, **we** will write to **you** again notifying **you** that **your** policy has been cancelled;
- c. if **you** commit fraud;

Cover for any insured **child/children** ends automatically upon reaching age 18 (or age 23 if in full-time education).

Cover for any **insured person** will cease automatically upon any of the following dates:

- a. an **insured person's** death;
- b. an **insured person's** circumstances change and he/she is no longer eligible for cover. For example, if the **insured person** is no longer a permanent resident in the **United Kingdom**.

It is important that **you** notify **us** if an **insured person** becomes ineligible to receive **benefit** under **your** policy.

Making changes to your policy

Changing *your* policy

Please contact the **policy administrator** if **you** need to make any changes to **your** policy or **your** cover level. Contact details are given on page 3 of this Policy Document.

Changes by *us*

If **we** change the terms of cover or the price of **your** policy it will only be done at **your** next **renewal date**. Upon receiving **our** written notice of any changes **you** may cancel or not renew **your** policy if **you** are not happy with the changes.

Complaints

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint. If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1

If **your** complaint relates to a claim, please direct **your** complaint to the **claims administrator**:

- : Roger Rich & Co
- : 2a Marston House
- : Cromwell Park, Chipping Norton
- : Oxfordshire OX7 5SR
- : Tel: 01608 641351
- : Email: enquiries@rogerrich.co.uk

If **your** complaint does not relate to a claim, please direct **your** complaint to the **policy administrator**:

- : Best Risk Management & Financial Service Limited
- : Gemini Business Centre
- : 136-140 Old Shoreham Road
- : Hove
- : BN3 7BD
- : Tel: 0330 330 9465
- : Email: complaints@bestinsurance.co.uk

Step 2

Should **you** remain dissatisfied with the outcome of **your** complaint from the **claims administrator** or the **policy administrator**, **your** legal rights are not affected, and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

- : Complaints at Lloyd's
- : Fidentia House
- : Walter Burke Way
- : Chatham Maritime
- : Kent, ME4 4RN
- : Tel: +44 (0)20 7327 5693
- : Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at <http://www.lloyds.com/complaints>.

Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3

If **you** still remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the **United Kingdom** for settling disputes between consumers and businesses providing financial services. The contact information is:

- : Financial Ombudsman Service
- : Exchange Tower
- : London
- : E14 9SR
- : Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).
- : Tel: 0300 1239 123 (normally charged at the same rate as 01 and 02 on mobile phone tariffs).
- : E-mail: complaint.info@financial-ombudsman.org.uk

*Note: "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

Regulatory & additional information

Other insurances

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers any **insured person** for the same loss **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of 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.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any **benefit** under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any **benefit** where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. Compensation from the scheme may be available if **we** are unable to meet **our** obligations under this policy. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Several liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Safeguarding *your* premium and claim payments

All premium payments from *you* and due to *us* for this policy will be held by the **policy administrator** on *our* behalf. The **policy administrator** will also hold any premium refund that is due to *you* from *us*.

Any claim payments that are due to *you* from *us* will be paid to *you* by the **claims administrator**.

In these capacities, the **policy administrator** and the **claims administrator** are acting as *our* agents. This means that once a premium is paid to the **policy administrator** it is deemed to have been received by *us* and that all claim payments and premium refunds are not deemed to have been paid until *you* have actually received them.

The insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **policy administrator**, Best Risk Management & Financial Service Limited, is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 583497.

Data Protection Notice

We and the **policy administrator** are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process *your* personal information.

For full details of what data **we** collect about *you*, how **we** use it, who **we** share it with, how long **we** keep it and *your* rights relating to *your* personal data, please refer to *our* Privacy Notice which is available on *our* website www.canopus.com.

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

In summary

We, the **policy administrator** and the **claims administrator** may, as part of *our* agreement with *you* under this contract, collect personal information about *you*, including:

- Name, address, contact details, date of birth and cover required

- Financial information such as bank details
- Details of any claim

We and the **policy administrator** and the **claims administrator** will also collect personal information about any **child/children you** wish to be insured under the policy.

We, the **policy administrator** and the **claims administrator** may also collect sensitive personal information about **you** and any **child/children who you** wish to be insured under this policy where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim.

We, the **policy administrator** and the **claims administrator** collect and process **your** personal information for the purpose of insurance and claims administration.

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

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover).

We will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

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

We, the **policy administrator** and the **claims administrator** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

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

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

- ⋮ Group Data Protection Officer
- ⋮ Canopus Managing Agents Limited
- ⋮ Gallery 9
- ⋮ One Lime Street
- ⋮ London EC3M 7HA
- ⋮ UK
- ⋮ privacy@canopus.com
- ⋮ T + 44 20 7337 3700

Definitions

Whenever the following words or expressions appear in **bold** and *italics* in this document, they have the meaning given below.

| | |
|-----------------------------|---|
| Accident | means a sudden, unexpected and specific event which occurs at an identifiable time and place during the <i>period of insurance</i> . |
| Accidental Death | means death which occurs within 12 months of the date of the <i>accident</i> that caused the <i>bodily injury</i> . |
| Active War | means an <i>insured person's</i> active participation in a <i>war</i> where the <i>insured person</i> is deemed under English Law to be under instruction from, or employed by, the armed forces of any country. |
| Benefit | means the amount payable once a claim has been accepted. The amount payable is shown in the Tables of Benefits on pages 10 and 11 of this Policy Document. |
| Bodily Injury | means an identifiable physical injury which occurs following an <i>accident</i> during the <i>period of insurance</i> and which solely and independently of any other cause (except illness, disease or disorder directly resulting from, or medical or surgical treatment made necessary by, such injury) results in an <i>insured person's</i> death, <i>permanent incapacity</i> or <i>hospitalisation</i> , or in <i>your temporary total incapacity</i> , within twelve months from the date of the <i>accident</i> . |
| Child/children | <i>Your</i> or <i>your</i> partner's <i>child/children, step-child/children</i> , legally adopted <i>child/children</i> or <i>child/children</i> for whom <i>you</i> or <i>your</i> partner are the legal guardian. The <i>child/children</i> must be aged between 6 months and 18 years old (or up to 23 years old if in full-time education, which does not include apprenticeships). |
| Claims administrator | means Roger Rich & Co acting on <i>our</i> behalf. |
| Doctor | means a qualified medical practitioner registered and working in the <i>United Kingdom</i> other than <i>you</i> or a family member, partner, civil partner or employer. |
| Funeral expenses | means the cost of a coffin, undertaker fees and disbursements, church fees, flowers, any family announcements or press notices, hearse and limousine(s), a memorial headstone/plaque, and the order of service. There is no cover for the cost of any wake and/or refreshments. |

Gross weekly wage

means the amount **you** earn on a weekly basis before any statutory deductions (such as national insurance and income tax). This will be calculated over the 6 month period immediately prior to the date of **your accident**.

Hazardous activities

means hot air ballooning, potholing, any form of underwater diving beyond 12 metres depth including where breathing equipment is needed or used, hang-gliding, participating in any form of motorsport event for which a specific license is required, winter sports (other than on-piste skiing and snowboarding) and any form of martial arts or MMA (Mixed Martial Arts), BASE jumping, big wave surfing, bull riding, bungee jumping, cave diving, cliff jumping, cross country eventing, FMX, free diving, free soloing/climbing or mountaineering (other than bouldering) without the use of ropes and appropriate equipment, highlining, running of the bulls, sky diving/parachuting of any kind, street lugging, tow in surfing, wing suiting.

Hospital

means a legally registered establishment for ill or injured persons, which provides:

- Medical and surgical treatment; and
- 24 hour nursing care by registered nurses.

This does not include:

- A convalescent, self care or rest home;
- A hospital department which has the role of a convalescent or nursing home;
- A hospice; or
- A facility whose primary purpose is for the diagnosis, treatment and management of mental health.

Hospitalisation / hospitalised

means being admitted to a **hospital** as an inpatient on the advice of a **doctor**.

Insured person(s)

means **you** and any **child/children** (if you have opted to include Child Cover) who are named on the **Policy Schedule**. This insurance contract is solely between **you** and **us**. Other than **you**, no **insured person** is party to this contract.

Loss of any other finger or toe

means, as appropriate:

- the total and permanent **loss of use** or severance of any finger other than the forefinger at or above the metacarpophalangeal joint, or
- the total and permanent **loss of use** or severance of any toe other than the big toe at or above the metatarsophalangeal joint.

Loss of forefinger

means the total and permanent **loss of use** or severance of the forefinger at or above the metacarpophalangeal joint.

Loss of hearing

means total and permanent **loss of hearing** in one or both ears.

Loss of major organ

means the total and permanent removal of a kidney, spleen, lung, pancreas, urinary bladder or stomach.

Loss of one or more hands or feet

means loss by permanent severance of one or more than one hand or foot above the wrist or ankle joint as a result of the same **accident**.

Loss of sight

means total and permanent loss of sight without expectation of improvement:

- in both eyes when an **insured person's** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or,
- in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of speech

means total and permanent **loss of speech**.

Loss of thumb or big toe

means, as appropriate:

- the total and permanent **loss of use** or severance of the thumb at or above the metacarpophalangeal joint, or
- the total and permanent **loss of use** or severance of the big toe at or above the metatarsophalangeal joint.

Loss of use

means permanent and total **loss of use** without physical severance, where the condition cannot be reversed even following surgery.

Major fracture

means a break of any bone forming part of the arm, ankle, back, skull, hip, leg, jaw, neck, pelvis, shoulder or wrist.

Minor fracture

means a break of any bone not listed in the definition of "**major fracture**". However, there is no cover for a fracture of the nose.

Nuclear risk

means ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Paralysis of limbs

means total and irreversible loss of muscle function or sensation to the whole of any two limbs.

Paraplegia

means partial or complete paralysis of the lower half of the body with involvement of both legs that is usually due to injury to or disease of the spinal cord in the thoracic or spinal region.

Period of insurance

means the period for which this insurance is valid, as stated in **your Policy Schedule**.

Permanent incapacity

There is **permanent incapacity** when an **insured person** sustains one of the injuries listed under "**permanent incapacity**" in the Tables of Benefits on page 10 and 11 of this Policy Document.

Permanent total incapacity

This has different meanings as shown below, depending on an **insured person's** age and whether or not an **insured person** is in paid employment:

If an **insured person** is in any form of paid employment, **permanent total incapacity** means:

Loss of physical or mental ability through **bodily injury**, and within 12 months of the **accident**, to the extent that an **insured person** is unable to do the material and substantial duties of his/her occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of an **insured person's** occupation that cannot reasonably be omitted or modified. An **insured person's** occupation means his/her trade, profession or type of work he/she does for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **doctor** must reasonably expect that this disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or an **insured person** expects to retire.

If an **insured person** is not in any form of paid employment, **permanent total incapacity** means:

Loss of physical or mental ability through **bodily injury**, and within 12 months of the **accident**, to the extent that an **insured person** is unable to continue his/her education and/or will be unable ever to complete the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

If an **insured person** is aged 18 or under (or up to 23 and in full time education excluding apprenticeships), **permanent total incapacity** means:

Loss of physical or mental ability through **bodily injury**, and within 12 months of the **accident**, to the extent that an **insured person** is unable to continue...

Permanent total incapacity (continued)

...his/her education ever again, or will be unable to perform material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

Policy administrator

means Best Risk Management & Financial Service Limited.

Policy Schedule

means the document accompanying this Policy Document which contains details of all **insured persons**, the **period of insurance** and any specific conditions or limitations which apply to the cover.

Professional sports

means any sporting activity scheduled, sanctioned or organised by or on behalf of the sport's governing body which an **insured person** participates in or compete in, and from which an **insured person** treats as a source of income.

Quadriplegia

means paralysis which results in the partial or total **loss of use** of all four limbs and torso.

Renewal date

means the annual anniversary of the **start date** of **your** policy.

Start date

means the commencement date of cover as shown in **your Policy Schedule**.

Temporary Total Incapacity

means **bodily injury** which lasts longer than the **waiting period** and which prevents **you** from doing all elements of **your** normal work for a temporary period.

Terrorism

means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

United Kingdom

means England, Wales and Scotland and Northern Ireland. (Excluding the Channel Islands and the Isle of Man).

Waiting period

means an 8 week period before **you** will be entitled to receive **benefit** for **temporary total incapacity** and during which **you** will need to be continuously unable to do all elements of your normal work due to **bodily injury** certified by a **doctor**. **We** will not pay any **benefit** during the **waiting period**.

War

means:

- a. **War**, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. Any act of **terrorism**, or
- c. Any act of **war** or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

We, Us, Our

means Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited.

You, Your

means the person named as the policyholder in the **Policy Schedule** which attaches to this Policy Document.
