

Injury Shield

Individual Personal Accident Insurance

Policy Wording

This Policy is a contract between **You** (named in the **Schedule**) and Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's (hereafter referred to as **Us, Our, We**).

Provided the premium specified has been paid in the required manner **We** will provide the insurance specified in this Policy and **Schedule** and any attached endorsements during the **Period of Insurance**.

All information supplied to **Us** by or on behalf of **You** is deemed to be incorporated in and shall form the basis of this Policy.

Injury Shield Wording v4.20091001

Canopus Underwriting Limited
Registered in England No: 2473672
Registered Office: Gallery 9, One Lime Street, London, EC3M7HA

Canopus Underwriting Limited is an Appointed Representative of Canopus Managing Agents Limited, which is authorised and regulated by the Financial Services Authority. Canopus Underwriting Limited and Canopus Managing Agents Limited are member companies of the Canopus Group.



Dispute and Complaints

We are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service please write and tell **us** and **we** will do **our** best to resolve the problem. **Our** contact details are:

Head of Accident & Health
Canopus Underwriting Limited
Gallery 9, One Lime Street
London EC3M 7HA
Tel No: 020 7337 3700 Fax No: 020 7337 3992

If **you** have any questions or concerns about the insurance or the handling of a claim **you** should, in the first instance, contact **your** insurance intermediary.

If **you** have a problem concerning any aspect of **your** insurance please contact **your** insurance intermediary.

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 the Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance	
Lloyd's Market Services, One Lime Street	Tel No: 020 7327 5693
London EC3M 7HA	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 general insurance is covered for 100% of the first £2,000 and 90% of the remainder 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
Portsoken Street, London E1 8BN

Cooling-Off Period

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

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 **your** insurance intermediary who issued this Policy to obtain this refund, their address and telephone number will appear on the intermediary's correspondence to **you**.

General Conditions

1. Change of Business

You shall, within a reasonable period of time, not exceeding thirty (30) days, notify **us** of any change in **your** business, trade or profession.

2. 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 recover 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.

3. 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:

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

3.2 **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.

4. 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 ninety (90) days. Such notice shall include full particulars of the occurrence.

Claims Correspondence and Notification:

You should contact **your** insurance intermediary who sold **you** this Policy at the address and telephone number that will appear on the intermediary's correspondence.

5. Claims Co-operation

You shall provide assistance and co-operate with **us** or **our** representatives, in obtaining any other records **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.

6. 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.

7. Premium Adjustment

If the premium is calculated on a declaration basis **you** shall within one (1) month of the expiry of this Policy provide the premium adjustment information required by **us**.

8. 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.

9. 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.

10. 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.

11. 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.

12. Interest

No sum payable under this Policy shall carry interest.

13. Limitation

In no case shall **our** liability in respect of **you** exceed the largest sum insured stated in the **schedule**.

14. 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 **us** thirty (30) days written notice at:

Canopus Underwriting Limited, Accident & Health, Gallery 9, One Lime Street, London EC3M 7HA

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 £50, whichever is the lesser.

15. 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.

16. Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us**, 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.

General Exclusions

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

1. **war**.
2. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **radiation** or radioactive contamination; or
 - 2.1 the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - 2.2 the release of pathogenic or poisonous biological or chemical materials.
3. **you** flying, except as a passenger in an aircraft licensed to carry passengers.
4. **you** driving a mechanically propelled vehicle in any kind of race.
5. **you** mountaineering or rock climbing normally requiring the use of ropes or guides.
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. **your** participating in professional sports.
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 70 years.

General Definitions

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

1. ***Annual salary***

Your total gross basic annual salary excluding payments for commission, bonus or overtime at the date an insured incident occurs or if ***you*** are paid weekly, ***annual salary*** will be calculated by taking ***your*** average gross basic weekly salary for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

2. ***Benefit period***

The maximum period from the date of ***total disablement*** for which a ***disability income*** benefit is payable. This period commences at the end of the ***deferment period*** (if any).

3. ***Deferment period***

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

4. ***Disability income***

A ***temporary total disablement*** or ***temporary partial disablement*** suffered by ***you***.

5. ***Event***

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the ***schedule***.

The duration and extent of any ***event*** shall be limited to twenty four (24) consecutive hours and within a 10 mile radius for any ***event*** hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that ***event***.

You may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an ***event***. If any ***event*** is of greater duration than the above period ***you*** may divide that event into two or more ***events*** provided that no two periods overlap and provided no period commences earlier than the date and time of ***your*** first recorded individual loss arising out of the ***event***.

6. ***Injury***

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place.

7. ***Loss of limb or limbs***

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.

8. ***Loss of sight***

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

- 8.1 in both eyes, if ***your*** 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
- 8.2 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.

9. ***Medical expenses***

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a ***medical practitioner*** and all hospital, nursing home and ambulance charges connected with a valid claim under Items 8 and 9 on the Schedule of Benefits. This will not exceed 20% of any amount paid under Benefits 8 and 9.

10. **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:

10.1 **you**.

10.2 **your** immediate family.

10.3 **your** employee.

11. **Operative time**

The extent, nature and period of cover noted in the **schedule** during which the **you** are covered by the terms and conditions of this Policy.

12. **Period of insurance**

The period shown in the **schedule**.

13. **Permanent total disablement**

Total disablement caused other than by **loss of limb or sight or speech or hearing**, which prevents **you** from engaging totally in **your** usual occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.

14. **Radiation**

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.

15. **Schedule**

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

16. **Temporary partial disablement**

Temporary disablement, which prevents **you** from engaging in a substantial part of **your** usual business or occupation.

17. **Temporary total disablement**

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

18. **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).

19. **Total disablement or Total disability**

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**.

20. **United Kingdom**

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

21. **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.

22. **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.

23. **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.

24. **War**

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

24.1 Hostilities or warlike operations (whether war be declared or not).

24.2 Invasion, civil war, rebellion, insurrection, revolution.

24.3 Act of an enemy foreign to **your** nationality or the country in, or over, which the act occurs.

24.4 Civil commotion assuming the proportions of, or amounting to, an uprising.

24.5 Overthrow of the legally constituted government.

24.6 Military or usurped power.

24.7 Explosions of war weapons.

24.8 **Terrorist activity.**

24.9 **Utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined.

24.10 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.

25. **We/Us/Our**

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

26. **You/Your**

As stated in the **schedule**.

Personal Accident

WHAT IS COVERED

If **you** sustain an **injury** during the **operative time** which within 24 months results in:

1. death or disablement or the incurring of **medical expenses**;
2. death or disablement solely as a result of unavoidable exposure to severe weather conditions;
3. disappearance and if, after a reasonable period of time has elapsed 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**;

we will pay **you** an amount equal to the sum insured stated in the **schedule**.

CONDITIONS AND LIMITATIONS

1. Where **you** are not in full time gainful employment:
 - 1.1 **permanent total disablement** shall read, "**total disablement** which has lasted for twelve (12) consecutive calendar months and entirely prevents **you** from engaging totally in any and every occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.
 - 1.2 **disability income** benefit will not be payable.
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 **disability income** benefit 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 **disability income** will be calculated using **your annual salary** and dividing by fifty two (52), unless stated differently within the Policy.
5. No **disability income** shall become payable until the total amount thereof has been ascertained and agreed. If nevertheless, interim payments have been made for **disability income** 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. Any claim for **medical expenses** hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Schedule of Benefits and the total of any amounts due from other insurances and medical schemes covering the same expenses.

PROVISIONS

1. If **you** are covered under Benefit 1 Accidental Death, but the benefit payable is less than for Benefits 2-7, **we** will not pay more than the amount of the Accidental 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 Benefit 1 Accidental Death **we** will not pay for Benefits 2-7, 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 1-7 in respect of the same **injury**.

Permanent Disability (Continental Scale) – Optional Benefit

WHAT IS COVERED

If the **schedule** indicates that the Permanent Disability (Continental Scale) is operative, the Benefit is payable as a percentage of the sum insured specified for **permanent total disablement**.

1.	Loss of four fingers and a thumb.	50%
2.	Loss of four fingers.	25%
3.	Loss of a thumb:	
	a) Both joints.	25%
	b) One joint.	10%
4.	Loss of each finger:	
	a) Forefinger.	20%
	b) Three joints.	10%
	c) Two joints.	4%
	d) One joint.	2%
5.	Loss of toes:	
	a) All toes – one foot.	15%
	b) Big toe – both joints.	5%
	c) Big toe – one joint.	2%
	d) Other than big toe – each.	2%
6.	Shoulder or elbow.	25%
7.	Wrist, hip, knee or ankle.	20%
8.	Lower jaw by surgical operation.	30%
9.	Any permanent partial disability not listed in the benefits above, up to a maximum of 100% of the sum insured.	

PROVISIONS

- Any permanent partial disability payable under Item 9 will be calculated by **us** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
 - the total benefit payable to **you** shall not exceed 100% of the sum insured as the result of any one **injury**.
 - any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **injury**.
- When more than one form of disablement results from one accident the percentages from each are added together but **we** will not pay more than 100% of the sum insured.

Hospital and Convalescence Benefit – Optional Benefit

WHAT IS COVERED

If the **schedule** indicates that the Hospital and Convalescence Benefit is operative and **you** sustain an **injury** during the **operative time** which results in **hospitalisation** or a period of **convalescence** we will pay **you** the amount appropriate to the sum insured shown below.

1. **Hospitalisation Benefit:** payable up to eight (8) weeks.

Sum Insured: £140 per week

The benefit payable for each over-night stay will be one seventh of the sum insured.

2. **Convalescence Benefit:** payable for a maximum of four (4) weeks immediately after four (4) or more over-night's stay in **hospital**.

Sum Insured: £70 per week

The benefit payable for each day will be one seventh of the sum insured.

DEFINITIONS

1. **Convalescence**

A period of recuperation on the orders of a **medical practitioner** after **hospitalisation** of at least four (4) nights.

2. **Hospital**

An institution which:

2.1 has permanent full-time facilities for caring for patients overnight; and

2.2 has facilities for the diagnosis and medical and surgical treatment of ill people by **medical practitioners**; and

2.3 provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and

2.4 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.

3. **Hospitalisation**

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

WHAT WE DO NOT COVER

We will not pay any claim:

1. for any benefit once **you** have returned to work or are able to resume the majority of **your** duties or activities performed prior to suffering an **injury**.

Burns Benefit – Optional Benefit

WHAT IS COVERED

If the **schedule** indicates that the Burns Benefit is operative and **you** sustain an **injury** during the **operative time** which results in burns described in the table below **we** will pay **you** the appropriate sum insured.

Item No	Description	Sum Insured
	Full thickness burns which cover:	
1.	27% or more of the body surface	£5,000
2.	18% or more, but less than 27% of the body surface	£3,350
3.	9% or more, but less than 18% of the body surface	£1,700
4.	4.5% or more, but less than 9% of the body surface	£850

Facial Scarring Benefit – Optional Benefit

WHAT IS COVERED

If the **schedule** indicates that the Facial Scarring Benefit is operative and **you** sustain an **injury** during the **operative time** which results in **facial scarring** described in the table below **we** will pay **you** the appropriate sum insured.

Item No	Description	Sum Insured
	Permanent facial scarring	
1.	The scar length is 10cm or longer	£1,000
2.	The scar length is between 3cm and 9cm	£500

DEFINITIONS

- Face**
The front of the human head from the forehead to the chin and ear to ear.
- Facial scarring**
Any scarring of the **face**.