

# PERSONAL ACCIDENT AND TRAVEL INSURANCE

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## GENERAL DEFINITIONS

### Accident

A sudden unexpected unforeseen and identifiable incident

### Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship

### Annual Salary

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus (unless specifically agreed otherwise) payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained

### Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

### Baggage

Personal effects business equipment and trade samples belonging to in the custody or control of or for which the Insured Person is responsible for at the time of the loss

### Britain

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

### Business

The Business description as detailed in the Schedule

### Child

Any child of an Insured Person who is unmarried and dependent and under 18 years of age or under 25 years of age if in full-time education

### Detention

Unlawful prevention of an Insured Person from returning to Britain or country of residence

### Director

Any person holding the position of director with the Insured but excluding non-executive directors unless otherwise agreed in writing with the Company

### Employee

Any person under a contract of service or apprenticeship with the Insured excluding any Director

### Hijack/Hijacked

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

### Hospital

Any institution which meets fully every one of the following criteria

- A** maintains permanent and full time facilities for the care of overnight resident patients and
- B** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and



- C** continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D** is not other than incidentally an institution which provides full time facilities for
  - i)** mentally ill or mentally handicapped persons
  - ii)** nursing or convalescing
  - iii)** aged persons of 70 years or more
  - iv)** drug addicts
  - v)** alcoholics

**Incident**

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

**Insured**

As detailed in the Schedule

**Insured Journey**

As detailed in the Schedule

**Insured Person**

Any person or category of persons as detailed in the Schedule

**Kidnap**

Unlawful seizure of an Insured Person

**Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- A** in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- B** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**Loss of Limb**

- A** in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B** in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

**Medical Expenses**

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

**Medical Practitioner**

Any legally qualified medical practitioner other than

- A** an Insured Person
- B** a member of the immediate family of an Insured Person
- C** a Director or Employee of the Insured

## **Money and Credit Cards**

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit charge cheque bankers or cash card issued in Britain or country of residence to the Insured or the Insured Person provided that such Money and Credit Cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to or was in the custody and control of or for which the Insured Person was responsible for at the time of the loss

## **Nuclear Chemical or Biological Cause**

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

## **Proposal**

The Proposal or Statement of Fact including any renewal declaration and information supplied by or on behalf of the Insured in addition to or in connection with or in substitution thereof

## **Spouse**

The legally married spouse of an Insured Person or any other person who is not a Child who the Insured consents to be covered by this Policy

## **Terrorism**

Any act including but not limited to the use of force or violence and/or threat thereof 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 including the intention to influence any government and/or to put the public or any section of the public in fear

## **War**

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## **DEFINITION OF OPERATIVE TIMES**

### **24 Hour**

At any time

### **Occupational Accidents Only**

While engaged on the Insured Person's occupation in the Business including at any time while travelling with the express permission of the Insured excluding Commuting or as a result of Assault

While travelling Insurance operates from the departure of the Insured Person from residence or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

### **Commuting**

While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary)

### **Away from Premises**

While the Insured Person is travelling on the Business of the Insured and is not on any of the Insured's premises Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey whether the accident occurs in the course of the Insured Person's business duties or not excluding Commuting

### **External Journey**

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence

The duration of an External Journey shall not exceed 12 months duration unless otherwise agreed in writing with the Company

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

### **Internal Journey**

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

### **Occupants of Vehicles**

While the Insured Person is mounting into travelling in dismounting from or undertaking roadside repair of any vehicle owned by the Insured or hired by the Insured or any vehicle being used as a temporary replacement for such vehicle including bodily injury following an Accident sustained in direct connection with such vehicle

### **Assault**

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

### **Robbery**

While the Insured Person is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted)

### **Inching and Crawling**

While the Insured Person is working on the Insured's printing machinery as it is being inched or crawled

## **GENERAL CONDITIONS**

### **Acquisition Clause**

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wageroll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide any additional information and pay any additional premium as may be reasonably required by the Company

### **Associated Companies**

Where this Policy covers associated companies a list of these companies shall be provided to the Company

### **Cancellation of Terrorism or War Risks Cover**

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured at the Insured's last known registered address The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected

## **GENERAL CLAIMS SETTLEMENT CONDITIONS**

### **Assignment**

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

## **Claims Notification**

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must provide notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

## **Evidence Required**

The Insured must produce for the Company at the Insured's own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses If the Company considers it necessary each Insured Person must also agree to have a medical examination (which the Company will pay for) as often as the Company may require in connection with any claim

## **Foreign Currency**

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the Company

## **Interest**

Interest will not be added to any amount paid

## **Other Insurances**

If at the time of an event giving rise to a claim there is any other insurance policy in force in the Insured's name which also covers the Insured or the Insured Person concerned for the same expense loss damage or liability then the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits will be payable in full subject to the Maximum Incident Limit (and inner limits where applicable)

## **Other Interests**

The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

## **Reasonable Care**

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any loss or damage and must also make every reasonable effort to recover any property which has been lost or stolen

## **Third Party Contract Rights**

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## **GENERAL POLICY EXCEPTIONS**

The Company will not pay any claim

- 1** which is directly or indirectly as a result of or contributed to by War in Britain or the Insured Person's normal country of residence
- 2** after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years

# PERSONAL ACCIDENT INSURANCE SECTION

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **The Cover**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

## **Special Definitions applying to this Section Benefits**

### **A under Standard Scale**

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each
- 3 **A)** Loss of one Limb or Loss of one Eye  
**B)** Permanent total loss of speech  
**C)** Permanent total loss of hearing
  - i)** in both ears
  - ii)** in one ear (see Special Condition G)
- 4 Permanent Total Disablement from the Insured Person's usual occupation in the Business
- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business
- 6 Temporary Partial Disablement i.e. disablement from a substantial part of the Insured Person's usual occupation in the Business

### **B under Continental Scale**

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each

The amount payable for Benefit 3 shall be a percentage of the amount shown in the Schedule The following scale states the percentages applicable to the forms of disablement specified For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

- 3 **A)** Loss of Eye 100%  
**B)** Permanent and total loss of speech 100%  
**C)** Permanent and total loss of hearing
  - i)** in both ears 100%
  - ii)** in one ear 25%

Loss by permanent physical severance or permanent and total loss of use of

- D)** one Limb 100%
- E)** one big toe 15%
- F)** any other toe 6%
- G)** one thumb 30%
- H)** one forefinger 20%
- I)** any other finger 10%

Permanent total loss of use of

**J)** shoulder or elbow 25%

**K)** wrist hip knee or ankle 22%

Removal by surgical operation of

**L)** lower jaw 30%

**4** Permanent Total Disablement from the Insured Person's usual occupation in the Business

**5** Temporary Total Disablement from the Insured Person's usual occupation in the Business

**6** Temporary Partial Disablement i.e. disablement from a substantial part of the Insured Person's usual occupation in the Business

### **Disablement**

Benefits 2 to 6

### **Definition of Operative Times**

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times

### **Maximum Incident Limit**

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration and radius of any one Incident shall be limited to

**A** 72 consecutive hours

**B** 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

### **Special Conditions applying to this Section**

#### **Benefits**

**A** The Company will not pay in respect of any one Insured Person more than one of Benefits 1 to 4 in connection with the same Accident

**B** On the happening of an Accident giving rise to a claim for 100% of the amount for any of Benefits 2 to 4 this Policy will not cover any further Accident to that Insured Person

**C** The Company will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident

**D** Loss of Limb or Eye or speech or hearing must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay for Benefit 2 or 3 Permanent Total Disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery and any claim for Benefit 5 or 6 must have been settled in full before the Company will pay for Benefit 4

**E i)** If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident

**ii)** If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

**F** If Benefit 3 under Continental Scale is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages payable shall not exceed 100% of the amount for Benefit 3 If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made



- G** If Benefit 3 under Standard Scale is claimed for permanent total loss of hearing in one ear the Company will not pay more than 25% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears

### **Disappearance**

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

### **Exposure**

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident

### **Minors**

If the Insured Person is i) under the age of 16 or ii) aged 16 or 17 and is not one of the Insured's Employees

- A** The amount for Benefit 1 will be limited to £20,000
- B** Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind
- C** No amount will be payable under Benefit 5 or 6

### **Non-Employees**

If the Insured Person is not an Employee or Director of the Insured Benefit 4 shall be defined as Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

### **Special Extensions applying to this Section**

#### **Accident Medical Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Accident Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £20,000 any one Insured Person

#### **Catastrophe**

If during an External Journey or Internal Journey an Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay to the Insured an additional 25% of the total Sum Insured payable relative to those five Directors or Employees subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

#### **Coma Benefit**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £50 per full 24 hours up to a maximum of one hundred and four weeks any one Insured Person while they remain in a continuous unconscious state

#### **Disability Assistance**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of permanent disablement for which Benefit 2 3 or 4 is claimed the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home or car as a direct and necessary result of the permanent disability suffered up to a maximum of £20,000

#### **Funeral Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section

#### **Hospitalisation**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of fifty two weeks any one Insured Person while they are a Hospital in-patient subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section

## **Retraining**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is claimed the Company will pay reasonable expenses incurred in retraining the Insured Person for an alternative occupation with the Insured up to a maximum of £10,000

## **Exceptions to this Section**

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

- 1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 2 the Insured Person engaging in flying of any kind other than as a passenger
- 3 illness or disease (not resulting from bodily injury following an Accident)
- 4 any naturally occurring condition or degenerative process
- 5 any gradually operating cause
- 6 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 7 radioactive contamination whether arising directly or indirectly
- 8 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause other than as provided under the Personal Accident Nuclear Chemical or Biological Cause Extension

## **PERSONAL ACCIDENT INSURANCE SECTION - NUCLEAR CHEMICAL OR BIOLOGICAL CAUSE EXTENSION**

The cover provided hereunder is an extension to the Personal Accident Section of this Policy but only where the Personal Accident Section of the Policy provides cover for an operative time of 24 Hour Occupational Accidents Only or Occupational Accidents Only including Commuting for any Category of Insured Persons

### **The Cover**

If whilst on any Premises of the Insured the address of which has been declared to the Company at inception and at each subsequent renewal the Insured Person sustains bodily injury following an Accident occasioned by any Nuclear Chemical or Biological Cause as a direct or indirect result of Terrorism which within 26 weeks is the sole and independent cause of Death or Disablement for which the Benefit is claimed the Company will pay to the Insured the appropriate Benefit shown in the Personal Accident Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### **General Definitions applying to this Extension**

The General Definitions applying to this Policy apply to this Extension with the exception of Incident which shall be amended below

#### **Incident**

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time within 50 metres of the Insured's Premises

### **Special Definitions applying to this Extension**

The Special Definitions applying to the Personal Accident Insurance Section of this Policy apply to this Extension except as amended below

#### **Disablement**

Benefits 2 - 4

The following additional Special Definition applies to this Extension

#### **Premises**

Interior portion of a building with a singular identifiable address in Britain owned or leased by the Insured in the conduct of their Business

### **Special Conditions applying to this Extension**

Special Conditions applying to the Personal Accident Insurance Section apply to this Extension

### **Special Claims Settlement Condition applying to this Extension**

The Special Claims Settlement Conditions applying to this Policy apply to this Extension except as amended below

### **Claims Notification**

As a condition precedent to the Insured's right to be indemnified under this Extension the Insured must provide written notification to the Company no later than 35 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Extension

### **Special Extensions to this Extension**

Special Extensions applying to the Personal Accident Insurance Section apply to this Extension with the exception of Catastrophe which does not apply

### **Exceptions to this Extension**

Exceptions applying to the Personal Accident Insurance Section apply to this Extension

The following additional Exceptions also apply to this Extension

1. The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by deliberate emission discharge release or escape from an aircraft of
  - a) any nuclear weapon or device or
  - b) any solid liquid or gaseous chemical agent and/or Biological agentas a direct or indirect result of Terrorism as defined
2. The Company will not pay any Benefit where bodily injuring following an Accident is the result of or is contributed to by
3.
  - a) the Insured Person taking an active part in the creation transportation use or release of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical and/or Biological agent
  - b) bodily injury has not been diagnosed by a qualified Medical Practitioner within 28 days of the Insured Person's exposure to any Accident Incident event or circumstance

# BAGGAGE INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

If during an Insured Journey an Insured Person's Baggage is lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the cost of repair or replacement

### The Company will pay

the cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from the transport provider

### Special Extensions applying to this Section

#### Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Insured on behalf of the Insured Person concerned up to £1,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items

#### Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home are lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

### Exceptions to this Section

#### The Company will not pay

- 1 more than £1,000 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item pair or set
- 2 for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments securities of any kind
- 3 for loss or damage or destruction caused by
  - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or Public Authority
- 4 for mechanical or electrical breakdown or derangement
- 5 for loss damage theft or destruction of trade samples exceeding £1,000 in total or where insured under a more specific insurance
- 6 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 7 for any consequential loss other than provided for under the Loss of Keys Special Extension

# **CANCELLATION CURTAILMENT (INCLUDING REPLACEMENT AND REARRANGEMENT) AND CHANGE OF ITINERARY INSURANCE SECTION**

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **The Cover**

### **Cancellation**

If the Insured or the Insured Person is forced to cancel an Insured Journey as a direct and necessary result of any cause outside the Insureds or the Insured Person's control the Company will reimburse the Insured for all deposits advance payments and other charges for transport and accommodation

### **Curtailment**

If the Insured or the Insured Person is forced to cut short an Insured Journey and return to their normal country of residence as a direct and necessary result of any cause outside the Insureds or the Insured Persons control the Company will reimburse the Insured

- A** on a pro rata basis for all deposits advance payments and other charges for transport and accommodation
- B** for the additional cost of travel and accommodation necessarily incurred to return the Insured Person to their normal country of residence

### **Replacement and Rearrangement following Curtailment**

Following the Curtailment of an Insured Journey the Company will reimburse the Insured for the additional cost of travel and accommodation necessarily incurred as a direct result of

- A** the sending of a replacement for the Insured Person to assume the duties of that Insured Person
- or
- B** rearrangement of the Insured Person's Insured Journey to resume his or her duties within six months of Curtailment

### **Change of Itinerary including Missed Departure**

If after departure the Insured or the Insured Person is forced to alter pre-booked arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will reimburse the Insured for the additional cost of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey

### **The Company will pay**

up to the cost of the Insured Journey including those trips on the Insured's Business funded for wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### **Exceptions to this Section**

#### **The Company will not pay**

in respect of any claim as a result of

- 1** disinclination to travel
- 2** the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 3** the Insured Person engaging in flying of any kind other than as a passenger
- 4** redundancy of the Insured Person or any of the Insured's Employees
- 5** the Insured's financial circumstances
- 6** the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 7** regulations made by any Government or Public Authority

- 8** withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 9** strike labour dispute mechanical breakdown or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 4 hours unless the delay is due to a strike or industrial action which existed or of which advance warning had been given prior to the date on which the journey was booked
- 10** circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

# HIJACK KIDNAP AND DETENTION INSURANCE SECTION

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **The Cover**

If in the course of an Insured Journey the means of transport in which the Insured Person is travelling is Hijacked or the Insured Person is kidnapped or illegally detained in the country visited the Company will compensate the Insured on behalf of the Insured Person concerned as detailed below

## **The Company will pay**

in respect of each Insured Person

- A** £300 for each day or part of a day during which the Insured Person is detained by the hijackers or kidnappers or is illegally detained
- B** the additional cost of travel and accommodation necessarily incurred as a direct result of the Insured Person being Hijacked kidnapped or illegally detained
- C** for expenses necessarily incurred in the engagement of independent advisers including security public relations legal and medical advisers with the knowledge and agreement of the Company up to a maximum of £50,000 per Insured Person

# LEGAL EXPENSES INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

If an Insured Person sustains Injury during an Insured Journey and within the Period of Insurance the Company will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

### The Company will pay

up to a maximum of £50,000 Any One Claim any one Insured Person

### Special Definitions applying to this Section

#### Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

**First Assist Insurance Services Limited ("FISL") handle claims on behalf of the Company FirstAssist is a third party service provider approved by Royal & Sun Alliance Insurance plc**

First Assist Insurance Services Limited  
Claims Department  
Marshall's Court  
Marshall's Road  
Sutton SURREY  
SM1 4DU  
Telephone: 020 8652 1313

#### Injury

Physical injury to or death disease or illness of the Insured Person

#### Legal Expenses

- A** Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings
- B** Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which FISL has agreed and which is made in connection with any Legal Proceedings

#### Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their Legal Personal Representatives in any Legal Proceedings

#### Legal Proceedings

The pursuit of a legal action in a civil court

#### Claims Settlement Conditions applying to this Section

#### Arbitration

If there is a dispute between the Insured Person and the Company or FISL about this Section of the Policy it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and FISL agree to If FISL cannot agree with the Insured Person or an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs If the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

#### Co-operation

FISL must be able to contact the Legal Personal Representative The Insured Person and the Legal Personal Representative must co-operate with FISL about developments concerning the Insured Persons case FISL must be able to have access to the Legal Personal Representatives files if FISL requests this



## **Notification**

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must inform FISL by filling in a claim form within 90 days of the occurrence of the event giving rise to the claim The Insured must give FISL a full and truthful account of the details of the claim Until FISL have been told about the claim and FISL has given its agreement the Company will not be responsible for any Legal Expenses

## **Payment of Bills**

The Insured Person must send FISL all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them The Insured Person must confirm that any charges to be paid are acceptable and that FISL may pay the bill for the Insured Person If FISL asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for taxation or ask the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972

## **Recovery**

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses If the Company pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Company and the Insured Person will share any Legal Expenses that are recovered The Company and the Insured Person will each receive the same percentage as was paid

## **Selection of the Legal Personal Representatives**

Outside the European Union FISL shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representatives

For claims within the European Union

In the period before FISL and the Insured Person can agree that Legal Proceedings are necessary, FISL may take on and carry out any negotiations in the Insured Person's name. The Insured Person must agree to a settlement which is reasonable.

If FISL agrees that Legal Proceedings are necessary but is not able to act for the Insured Person (or the Insured Person does not want FISL to act) then FISL will agree with the Insured Person or a representative to act FISL will suggest representatives who will be willing and able to act for the Insured Person If the Insured Person prefers not to use a representative from this list FISL will consider this choice The Insured Person will need to satisfy FISL that the chosen representative has the necessary expertise to deal with the Legal Proceedings The Insured Person must also confirm that he or she will not charge more than a representative on the list unless the Insured Person agrees to pay this difference personally

If FISL and the Insured Person cannot agree on whether Legal Proceedings are necessary or on the choice of Legal Personal Representative the Insured Person can take the matter to an independent arbitrator This process is set out in the Arbitration condition above Any representative chosen is appointed to act for the Insured Person

## **Settlement**

The Insured Person must tell FISL if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having FISL's agreement beforehand If the Insured Person does not accept a reasonable offer the Company may not continue to support the claim

## **Exceptions to this Section**

### **The Company will not pay any Legal Expenses in respect of**

- 1** any Legal Expenses incurred either prior to the granting of support by FISL or without FISL's written consent
- 2** costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons
- 3** Legal Proceedings between any Insured Person and the Insured or any other Insured Person
- 4** any claim where FISL considers
  - a)** that there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable outcomeor
  - b)** that a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in dispute However where it is fair and reasonable to do so the Company may at FISL's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses

- 5** any costs relating to a claim or counterclaim made against the Insured Person by any other party
- 6** fines damages or penalties of any nature
- 7** any claim against FISL or the Company or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy
- 8** any claim arising out of any wilful deliberate reckless or intentional action taken by an Insured Person
- 9** actions undertaken in more than one country
- 10** any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the Insured Person
- 11** any Legal Proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law
- 12** the pursuit or defence of any action alleging defamation or malicious falsehood
- 13** the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to
  - a)** the death disease or illness of or bodily injury to any person
  - b)** the actual or alleged breach of any duty owed as a Director or officer of any company
  - c)** the Insured's profession trade or occupation
  - d)** the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage
- 14** Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights
- 15** any consequence of War

# MEDICAL AND EMERGENCY TRAVEL EXPENSES INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

If during an Insured Journey an Insured Person falls ill or sustains bodily injury following an Accident the Company will indemnify the Insured in respect of Medical and Emergency Travel Expenses which are necessarily incurred as a direct result

### The Company will pay

up to the appropriate Sum Insured shown in the Schedule for all Medical and Emergency Travel Expenses incurred in respect of any one Insured Person

### Special Definitions applying to this Section

#### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

- A** incurred on an External Journey and within two years of the date that the need for treatment first arises
- B** incurred within Britain or the Insured Person's country of residence on return from an External Journey for an amount not exceeding £25,000 per Insured Person and incurred within three months of the Insured Person's return to Britain or normal country of residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

#### Emergency Travel Expenses including Repatriation

The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel accommodation rescue and repatriation incurred upon the recommendation of FirstAssist in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who have necessarily to travel to or remain with or escort the Insured Person

#### Funeral Expenses

If during the course of an Insured Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent of funeral expenses and in the case of death outside the Insured Person's normal country of residence the necessary cost of transporting the body or ashes and the Insured Person's Baggage to their normal country of residence

#### Hospitalisation Benefit

If during the course of an Insured Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient outside Britain

### Exceptions to this Section

#### The Company will not pay

- 1** for any Medical Expenses incurred in Britain or the country where the Insured Person is normally resident (other than as provided under Special Definition Medical Expenses B above)
- 2** for routine Medical Expenses resulting from pregnancy or childbirth
- 3** for any Medical Expenses resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth
- 4** as a result of the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 5** as a result of the Insured Person engaging in flying of any kind other than as a passenger
- 6** if the Insured Person has taken a drug unless it was taken on proper medical advice or instruction and not for treatment of drug addiction

- 7 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment
- 8 any claim handled by FirstAssist where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 9 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

## **TRAVEL ASSISTANCE FROM FIRSTASSIST**

**FirstAssist is a third party service provider approved by Royal & Sun Alliance Insurance plc**

**All advice and assistance from FirstAssist is accessed via the following contact numbers**

**Telephone: +44 (0) 20 8763 3155**

**Fax: +44 (0) 20 8763 3035**

**Web: [www.firstassist.co.uk](http://www.firstassist.co.uk)**

**FirstAssist operate 24 hours a day 365 days a year**

For your protection telephone calls may be recorded or monitored

### **FirstAssist Pre Travel Advice**

Even before the Insured Journey commences FirstAssist can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

### **FirstAssist Emergency Medical Assistance**

In an emergency an Insured or Insured Person can obtain immediate assistance by telephoning First Assist Insurance Services Limited Assistance is supported by

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multi lingual assistance co-ordinators speaking more than 15 languages
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency natural disaster or terrorist attack

### **FirstAssist Travellers Helpline**

As well as medical assistance the FirstAssist Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - FirstAssist will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section)
- emergency message relay to family or business associate where normal channels fail
- referral to Embassy or Consulate where legal consultation is needed

N.B. the services of the **FirstAssist Travellers Helpline** are to provide advice and assistance only - there is no insurance cover in connection with these services (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section)

# MONEY AND CREDIT CARDS INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

The Company will reimburse the Insured on behalf of the Insured Person concerned if during

- A** an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money
- B** an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

### The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

### Special Conditions applying to this Section

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

### Exceptions to this Section

#### The Company will not pay

- 1** for losses exceeding £2,000 in respect of coin bank and currency notes
- 2** for confiscation errors or omissions in receipts payments or accountancy or depreciation in value
- 3** any claim for loss of a Credit Card unless the Insured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4** for any consequential loss

# PERSONAL LIABILITY INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

The Company will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

**A** Injury to any person

Or

**B** loss of or damage to material property

happening during an Insured Journey

### The Company will pay

**A** up to £5,000,000 for damages in respect of any one Event and

**B** claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and

**C** all other costs and expenses incurred with the written consent of the Company

## Special Definitions applying to this Section

### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### Injury

Bodily injury mental injury death disease or illness

### Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

## Claims Settlement Conditions applying to this Section

### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

### Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £2,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

### Notification

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

### Subrogation Rights

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

## Exceptions to this Section

The indemnity will not apply to legal liability

- 1** arising out of
  - a)** the Insured Person's profession trade or business
  - b)** the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
  - c)** War
- 2** in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

# TRAVEL DELAY INSURANCE SECTION

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### The Cover

If the departure (both original and subsequent) of the means of transport on which the Insured Person is booked to travel on an Insured Journey is delayed as a direct and necessary result of any cause outside the Insured or Insured Person's control the Company will compensate the Insured for the inconvenience caused

### The Company will pay

£50 for each consecutive 4 hours up to a maximum of £500 in respect of any one Insured Person

### Exceptions to this Section

#### The Company will not pay if

- 1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 3 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats



# TRAVEL DOCUMENT INSURANCE SECTION

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## **The Cover**

If during an Insured Journey the Insured Person loses or damages their passport visa travel tickets or other essential travel documents the Company will reimburse the Insured for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the Insured Person to obtain replacements

## **The Company will pay**

up to £2,000 any one Insured Person

## **Exception to this Section**

## **The Company will not pay**

- 1** if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery

