



# LONDON UNIVERSITY PURCHASING CONSORTIUM (LUPC)

Group Personal Accident &  
Business Travel Policy





This Policy is a contract between the **Insured** and Royal & Sun Alliance Insurance plc (herein called the **Company**).

This Policy and any **Schedule** (including any issued in substitution) and any Endorsements and Policy Extensions should be read as if they are one document.

The **Company's** acceptance of this risk is based on the information presented to them as being a fair presentation of the **Insured's** business including any unusual or special circumstances which increase the risk and any particular concerns which have led the **Insured** to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The **Company** will provide the insurance described in this policy (subject to the terms set out herein) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept the premium.

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## General Policy Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, schedule, endorsements or memoranda and are shown in bold type with Initial Capital Letters. They are described in the general policy definitions and in the definitions within certain sections of the policy.

**Please read sections A, B, C, and Additional Endorsements of the policy for additional definitions applicable to those sections and subsections.**

### Accident

A sudden, unexpected and specific event, external to the body which occurs at an identifiable time and place including **Exposure**.

### Annual Salary

The total gross basic annual salary excluding payments for overtime, commission or bonus payable by the **Insured** to the **Insured Person** at the date accidental **Bodily Injury** is sustained. For weekly paid **Insured Persons**, **Annual Salary** will be calculated by taking the average gross basic weekly salary of the **Insured Person** for the thirteen weeks prior to sustaining accidental **Bodily Injury** and multiplying this amount by fifty-two.

### Any One Accident Limit

The maximum amount the **Company** will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the **Company** in the **Insured's** name in respect of all **Insured Persons** suffering accidental **Bodily Injury** in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

The duration of Any One **Accident** will be limited to 72 hours and no loss which occurs outside this period shall be included in that **Accident**.

### Associated Company

A company or organisation of the **Insured** whose name has been advised to and accepted by the **Company**.

### Biological Agent

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

### Bodily Injury

Identifiable physical injury to the **Insured Person's** body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a **Gradually Operating Cause**.

### Business Trip

Any trip undertaken primarily for the purpose of the **Insured's** business which commences during the **Period of Insurance** and is scheduled to last for a maximum duration of eighteen months. Non-business activities are covered when incidental to a **Business Trip**.

### Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

### Chemical Agent

Any artificially created, produced or synthesised chemical toxin or compound or a substance derived from a genetically modified organism.

### Child

Any person who is unmarried and under 18 years of age or 23 years of age if in full-time education.

### Director

Any person who is on the management committee or executive board of the **Insured** but excluding persons who act in a non-executive capacity unless otherwise agreed in writing with the **Company**.

For clarity this definition includes Principals.

### Domestic staff

Any person, employed in one or more of the following capacities: nanny, house-keeper, au-pair, butler, driver, chauffeur, maternity nurse, tutor, personal trainer.

### Employee

Any person under a contract of service or apprenticeship with the **Insured** who is not a **Director**.

### Exposure

The deliberate emission, discharge, dispersal, release, spread or escape of any **Nuclear Agent**, **Biological Agent** or **Chemical Agent** as a result of **Terrorism** or other cause.

### Gradually Operating Cause

A cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single **Accident**.

### Gross Weekly Wage

For weekly paid **Insured Persons** this means the average weekly gross basic salary excluding payments for overtime, commission or bonuses for the thirteen weeks prior to sustaining accidental **Bodily Injury**. For monthly paid **Insured Persons** this will be calculated by dividing the **Insured Person's Annual Salary** by fifty-two.

### Insured

The insured company, organisation or individual shown on the **Schedule**.

### Insured Person

Any person shown on the **Schedule** as being an **Insured Person**. Cover applies for the duration of the **Operative Time**, or where the **Operative Time is 24 Hours a Day Worldwide Cover**, then until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment with the **Insured**, whichever occurs first.

### Insured Trip

Any educational trip which commences during the **Period of Insurance** and is scheduled to last for a maximum duration of eighteen months.

### Medical Practitioner

A medically qualified person other than an **Insured Person**, a relative of an **Insured Person**, or an **Employee** of the **Insured**, who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practise medicine.

### Medical Consultant

A **Medical Practitioner** or **Medical Specialist** (other than, an **Insured Person**, a relative of an **Insured Person**, or an **Employee** of the **Insured**) who either holds a substantive NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EC Medical Directives (or foreign equivalents). In respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

### Medical Specialist

A person who is not an **Insured Person**, or related to an **Insured Person**, or an **Employee** of the **Insured**, who currently holds a recognised qualification and all the required accreditation to practise in a specific medical field in the **United Kingdom**, including, but not limited to, audiology or optometry, from a recognised body registered in the **United Kingdom** (or foreign equivalent).

### Nuclear Agent

Any fissile material emitting ionizing radiation or radioactivity.

### Operative Time

The period of time during which the **Insured** or an **Insured Person** is covered by this policy (as outlined on the **Schedule** and described later in this policy wording).

### Partner

The spouse, common-law spouse or civil partner of an **Insured Person** or any other person who is not a **Child** whom the **Insured** consents to be covered by this policy.

### Period of Insurance

The period shown on the **Schedule**.

### Permanent Country of Residence

A country in which an **Insured Person** resides, has resided or intends to reside for a period of 12 months or longer for reasons of employment, self-employment or education.

### Seconded

An **Insured Person** who is not an expatriate and who is resident in a country which is neither their country of nationality or origin and who:

- A has been temporarily assigned to that country for employment purposes; and
- B is resident and it is intended that they will be working in that country for a period in excess of 12 months in duration; and
- C has a known date of return or it is known that they will be returning; and
- D is working in that country under a permit or work visa and has not taken residency in the designated country (unless local law requires them to do so); and
- E is employed by the **Insured** in a position for a specified contractual period.

### Schedule

The document showing details of the cover the **Insured** has bought.

### Scheduled Aircraft

An aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

### Sum Insured

The maximum amount of cover up to which the **Insured** or an **Insured Person** can claim.

### Terrorism

Any act including but not limited to the use of force or violence 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.

### Trip

A **Business Trip** or an **Insured Trip** covered during the **Operative Time**.

### United Kingdom

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

### Valid Claim

Any claim under this policy in respect of which, according to the terms of the policy, the **Insured** or an **Insured Person** is entitled to a payment from the **Company**.

### War

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

# General Policy Conditions

## 1 Acceptance of Benefit

If the **Company** has paid a claim under this policy and the **Insured** or an **Insured Person** has accepted full and final payment then the **Company** will not have to make any further payments for the same claim.

## 2 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

## 3 Associated Companies and Change in Risk

If relevant and subject to the prior written consent of the **Company**, this policy will cover **Associated Companies** as long as a list of these companies has been provided to and accepted by the **Company**. If the **Insured** changes its business activities from those described in the Business Description on the **Schedule** during a **Period of Insurance** it must tell the **Company** immediately.

## 4 Cancellation of Cover

The **Company** can cancel this Policy by giving 30 days' written notice to the **Insured** at the **Insured's** last known address.

The **Insured** can cancel this Policy by giving 30 days' written notice to the **Company** at A&H Team, Profin, RSA, Level 5, Castlemead, Lower Castle Street, Bristol, BS1 3AG. 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 by the **Company** of one third of the annual premium.

An **Insured Person** has no rights of cancellation under this policy.

The **Company** can cancel any cover provided by this Policy for **War** or **Terrorism** by sending seven days' notice to the **Insured** at the **Insured's** last known address.

## 5 Claims Evidence

In connection with any claim:

- A all medical certificates, reports, information and evidence required by the **Company** to substantiate that claim must be supplied at the **Insured Person's** own expense and in such form as the **Company** may reasonably require;
- B the **Insured Person** must undergo a medical examination and provide medical evidence to the **Company** (at the **Company's** expense) as often as the **Company** may reasonably require following receipt of that claim; and
- C no benefit shall be payable in respect of that claim where the **Insured Person** fails to undergo such medical examination or provide such medical evidence as referred to in B above.

## 6 Claims Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

## Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:  
Accident and Health Claims  
15 York Street  
Glasgow  
G2 8LA

**Telephone: 0330 102 4093**

(dedicated Personal Accident and Business Travel claim telephone number open between 9am and 5pm Monday to Fridays excluding Bank Holidays)

**Fax:** 01403 325 562

To request a claim form email: [travel.claimforms@uk.rsagroup.com](mailto:travel.claimforms@uk.rsagroup.com)

For general correspondence email: [glasgow.accidentandhealthclaims@uk.rsagroup.com](mailto:glasgow.accidentandhealthclaims@uk.rsagroup.com)

### Medical Assistance

**Telephone:** +44 (0) 2086 084 100

**E-mail:** [rsa@healix.com](mailto:rsa@healix.com)

The services can be accessed 24 hours a day 365 days a year.

For your protection telephone calls may be recorded or monitored.

For full details on Medical Assistance, please refer to page 16 of this policy.

## 7 Failure to comply with policy conditions

Where the **Insured** or an **Insured Person** does not comply with any obligation to act in a certain way specified in this policy, this may prejudice the **Insured** or an **Insured Person's** position to recover under any claim.

## 8 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the **Insured** and the **Company** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 9 Interest on Benefit Payable

Other than where required by the Enterprise Act 2016, interest will not be added to any amount paid.

## 10 Law and Jurisdiction

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws. Unless the parties agree otherwise in writing the **Company** has agreed with the **Insured** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **Insured** is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the **Insured** is based.

The parties have agreed that any **legal proceedings** between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **Insured** is based or if the **Insured** is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the **Insured** is based.

## 11 Notices

Any notice served by the **Insured** or an **Insured Person** under this policy must be sent to the following address unless otherwise agreed in writing by the **Company**:

A&H Team, Profin, RSA, 5th Floor Lower Castle Street Bristol BS1 3AG or email [LUPC.A&H@uk.rsagroup.com](mailto:LUPC.A&H@uk.rsagroup.com)

## 12 Other Insurances

If at the time of a claim there is another insurance policy in the **Insured's** name which covers the **Insured** or the **Insured Person** for the same expense or loss, the **Company** will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies, except for Section A, items 1 – 6 on the **Schedule**, which are payable in full.

## 13 Other Interests

No person other than the **Insured** (or an **Insured Person** with the express permission of the **Insured**) can make a claim under this policy.

## 14 Payment of Benefit

In respect of any section of the policy where the **Company** agrees to pay the **Insured** for the benefit of the **Insured Person**, the

**Insured** agrees to forward any payments received under the policy to the **Insured Person** to the extent that the **Insured Person** has suffered the loss, damage or expense recoverable under the policy or is otherwise entitled to a policy benefit either contractually or implied.

The **Insured's** receipt of a payment shall discharge the **Company's** liability to pay any amount directly to the **Insured Person**. The **Insured Person** or their legal representative shall have no right to claim or sue the **Company**. Upon the receipt of such payment by the **Insured Person** or their legal representative it shall discharge the **Company** in respect of their liability to indemnify, or pay the benefits concerned.

## 15 Reasonable Care

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

## 16 Rights of Third Parties

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

## 17 Financial or Trade Sanctions

The **Company** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any **Prohibition**.

If any **Prohibition** takes effect during the Policy period the **Insured** or the **Company** may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the **Company** shall, if and to the extent that it does not breach any **Prohibition**, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation.

## Operative Times

### Personal Accident

#### 24 Hours a Day Worldwide Cover

At any time.

#### All Occupational Related Cover

- While an **Insured Person** is carrying out their occupational duties for the **Insured** either on or away from the **Insured's** premises.
- At any time while an **Insured Person** is on the **Insured's** premises.
- While an **Insured Person** is travelling between their place of residence and place of work.
- While an **Insured Person** is travelling between their places of work where the travel is at the expense of the **Insured**.
- While an **Insured Person** is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by, or leased to the **Insured** or an **Insured Person** (in respect of an **Insured Person**, where travel is at the expense of the **Insured**), or any vehicle temporarily replacing it.
- At any time where accidental **Bodily Injury** is suffered by an **Insured Person** and is the direct result of an unprovoked malicious assault by another person or where accidental **Bodily Injury** is the direct result of theft or attempted theft of the **Insured's** or an **Insured Person's** property.

## Travel

### Business Travel

- Whilst an **Insured Person** is on a **Business Trip**, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first. If an **All Occupational Related Cover Operative Time** also applies, it is extended to "at any time between leaving an **Insured Person's** place of residence at the start of the **Business Trip** and return to place of residence at the end of the **Business Trip**."
- Extension to **Business Travel**: where **Directors** are noted on the **Schedule** as being covered under this **Operative Time**, their cover is automatically extended to an **Business and Leisure Travel Operative Time** and cover under Section B (Travel) is automatically extended to include their **Partners, Children** and one salaried **Domestic Staff**.

### Business and Leisure Travel

- Whilst an **Insured Person** is on any **Trip**, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work, whichever occurs first. If an **All Occupational Related Cover Operative Time** also applies, it is extended to "at any time between leaving an **Insured Person's** place of residence at the start of the **Insured Trip** and return to place of residence at the end of the **Insured Trip**."
- Extension to **Business and Leisure Travel**: where **Directors** are noted on the **Schedule** as being covered under this **Operative Time**, cover under Section B (Travel) is automatically extended to include their **Partners, Children** and one salaried **Domestic Staff**.



## Section A – Personal Accident

If an **Insured Person** sustains accidental **Bodily Injury** during the **Operative Time** which within two years solely and independently of any other cause results in death, **Disablement** or the incurring of **Accident Medical Expenses**, the **Company** will pay the **Insured** or, in the case of **Accident Medical Expenses**, the **Insured** or an **Insured Person** the amount appropriate to the benefit shown on the **Schedule**.

### Definitions applicable to Section A

#### Accident 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 1-6 on the **Schedule**. This will not exceed 15% of any amount paid under Items 1- 4b or 30% under Items 5 or 6, whichever is the greater, up to a maximum of £15,000 per **Insured Person**.

#### Deferment Period

The initial period of **Temporary Total Disablement** or **Temporary Partial Disablement** during which the Benefit under Items 5 or 6 on the **Schedule** is not payable for each and every claim as a result of the same **Bodily Injury**.

#### Disablement

**Loss of Limb, Loss of Eye, Loss of Speech, Loss of Hearing, Permanent Partial Disablement, Permanent Total Disablement, Paraplegia, Quadriplegia, Hemiplegia, Triplegia, Temporary Partial Disablement** and **Temporary Total Disablement**.

#### Full Thickness Burns

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or skin grafting to treat.

#### Hemiplegia

The permanent, total and irrecoverable paralysis of one leg below the hip and one arm below the shoulder on the same side of the body.

#### Loss of Hearing

Permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being classified as **Profoundly Deaf**.

#### Loss of Limb

In the case of a leg or lower limb

- A loss by permanent physical severance at or above the ankle or
- B permanent and total loss of use of a complete foot or leg.

In the case of an arm or upper limb

- A 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
- B permanent and total loss of use of a complete arm or hand.

#### Loss of Sight

The permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The **Company** will consider loss of sight to be substantial if the loss of sight:

- A in both eyes results in the **Insured Person's** name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- B remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

#### Loss of Speech

Permanent, total and irrecoverable loss of the ability to speak.

#### Non-Scheduled Aircraft Accumulation Limit

The maximum amount the **Company** will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the **Company** in the **Insured's** name in respect of all **Insured Persons** suffering **Bodily Injury** in the same aircraft accident (this not being a **Scheduled Aircraft** accident) or series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

The duration of a series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance will be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that same aircraft accident.

#### Paraplegia

The permanent, total and irrecoverable paralysis of both legs below the hip, the bladder and rectum.

#### Payment Period

The maximum period of time either or both **Temporary Total Disablement** or **Temporary Partial Disablement** is payable. This period of time commences at the end of any **Deferment Period** and is not necessarily consecutive. This period of time applies for each and every claim that is the result of same **Bodily Injury**.

#### Permanent Facial Disfigurement

A permanent physical disfigurement or scarring of the facial area from the hairline to the neck normally exposed to view.

#### Permanent Partial Disablement

A disability that is described under the extension to Permanent Total Disablement which is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person's** life.

#### Permanent Total Disablement

For an **Insured Person** who is an **Employee** or **Director**

Disablement which totally prevents an **Insured Person** from working in their usual occupation for the **Insured** which in all probability will continue for the remainder of their natural life as determined by a **Medical Consultant**.

For all other **Insured Persons** other than a **Child**

Disablement which totally prevents an **Insured Person** from working in gainful employment for which they are fitted by way of training, education or employment which in all probability will continue for the remainder of their natural life.

For a **Child** who is not a **Director** or **Employee**

Disablement which totally prevents an **Insured Person** from working in gainful employment of any and every kind whatsoever which in all probability will continue for the remainder of their natural life as determined by a **Medical Consultant**.

### Profoundly Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

### Quadriplegia

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

### Scheduled Aircraft Accumulation Limit

The maximum amount the **Company** will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the **Company** in the **Insured's** name in respect of all **Insured Persons** suffering **Bodily Injury** in the same **Scheduled Aircraft** accident or series of **Scheduled Aircraft** accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

The duration of a series of **Scheduled Aircraft** accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance will be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that same aircraft accident.

### Temporary Partial Disablement

Temporary disablement which prevents an **Insured Person** from carrying out the majority of their usual occupation for the **Insured**. (Please see Provisions applicable to Section A for limitations where an **Insured Person** is not a **Director** or **Employee**, or is a Student).

### Temporary Total Disablement

Temporary disablement which prevents an **Insured Person** from carrying out all parts of their usual occupation for the **Insured**. (Please see Provisions applicable to Section A for limitations where an **Insured Person** is not a **Director** or **Employee**, or is a Student).

### Triplegia

The permanent, total and irrecoverable paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip.

### Condition applicable to Section A

If a claim exceeds the **Scheduled Aircraft Accumulation Limit**, the **Non-Scheduled Aircraft Accumulation Limit** or the **Any One Accident Limit** shown on the **Schedule**, the **Company** will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the **Schedule**.

### Automatic Extension to Permanent Total Disablement Permanent Partial Disablement

In the event an **Insured Person** sustains **Bodily Injury** which does not result in a payment under items 1-4a, of section A and item 4b of section A is shown as being operative on the **Schedule**, the **Company** will pay an amount for **Permanent Partial Disablement** for the amount shown under this extension or as a percentage of the **Sum Insured** for item 4a of section A, shown on the **Schedule**,

depending on the degree of permanent disability following a medical assessment. The percentages of the **Sum Insured** payable under 4a of section A for specific disabilities are:

#### Specific Disabilities

A	Permanent severance or permanent, total and irrecoverable loss of use of:	
	i) one thumb	30%
	ii) forefinger	20%
	iii) any finger other than forefinger	10%
	iv) big toe	15%
	v) any toe other than big toe	5%
	vi) shoulder or elbow	25%
	vii) wrist, hip, knee or ankle	20%
	viii) jaw by surgical operation	30%
	ix) the back or spine (vertebral column) with no injury to the spinal cord	35%

#### Non-Specified Disabilities

B A permanent partial disability which is not provided for under items 2-4a of section A as shown on the **Schedule** or any of the specific disabilities noted under A i)-ix) above up to a maximum of 100% of item 4a of the **Schedule** (please see non-specified injury assessment below).

#### Additional Payments

C	Paraplegia	£25,000
D	Quadriplegia	£125,000
E	Hemiplegia	£25,000
F	Triplegia	£50,000

#### Non-specified injury assessment

A If the **Insured Person** suffers **Bodily Injury** to a part of the body that is listed on the **Schedule**, items 2-4a of section A or listed under the specific disabilities table above items A i)-ix):

The **Company** will ask the **Medical Consultant**, **Medical Practitioner** or **Medical Specialist** who treated the **Insured Person's** injury to assess the degree of their post-**Accident** impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide the **Company** with justifiable evidence to support their assessment, the **Company** will appoint an independent **Medical Specialist** to make this assessment. This may require them to examine the **Insured Person** and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

The **Company** may also ask an independent **Medical Specialist** to examine the **Insured Person** and/or review their medical records and other medical reports to obtain a second opinion. The **Company** may also ask the **Insured Person's** treating **Medical Consultant**, **Medical Practitioner** or **Medical Specialist** to review and comment on the assessment made by the independent **Medical Specialist** the **Company** appoints to reach a joint agreement.

Once the **Company** is in receipt of the assessment(s) it will then calculate as a percentage disablement to the nearest **Permanent Disability** item shown on the **Schedule** to arrive at a claim payment amount. The **Insured Person's** occupation or age will not be a relevant factor in assessing the relevant percentage.

- B If the **Insured Person** suffers **Bodily Injury** to a part of the body that is not listed in section A on the **Schedule** under items 2-4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table above items A i)-ix):

The **Company** will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a of section A. To do this the **Company** will ask the treating **Medical Consultant, Medical Practitioner or Medical Specialist** that treated the **Insured Person's** injury to review the impairment and disability and provide the **Company** with their assessment. If they are unable or unwilling to do this in a timely manner or if or they are unable to provide the **Company** with justifiable evidence to support their assessment, the **Company** will appoint an independent **Medical Specialist** to make this assessment. This may require them to examine the **Insured Person** and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

The **Company** may also ask an independent **Medical Specialist** to examine the **Insured Person** and/or review their medical records and other medical reports to obtain a second opinion. The **Company** may also ask the **Insured Person's** treating **Medical Consultant, Medical Practitioner or Medical Specialist** to review and comment on the assessment made by the independent **Medical Specialist** the **Company** appoints to reach a joint agreement.

Once the **Company** is in receipt of the assessment(s) it will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The **Insured Person's** occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of **Disablement** results from one **Accident** the percentages from each will be added together, but the **Company** will not pay more than 100% of the **Sum Insured** under item 4a of section A of the **Schedule** other than for **Permanent Partial Disablement** items C-F which will be payable in addition to the amount payable under item 4a.

Other than as provided for above, if a claim is payable for loss of, or loss of use of a whole part of the body, a claim for any component of that whole part cannot also be made.

### Provisions applicable to Section A

- 1 If an **Insured Person** goes missing and after a suitable period of time it is reasonable to believe that death resulted from accidental **Bodily Injury**, the benefit as shown on the **Schedule** will be paid providing the **Insured** signs an agreement that if it later transpires that an **Insured Person** has not died, any amount paid will be refunded to the **Company**.
- 2 Death or disablement resulting from exposure to severe weather conditions will be considered to have been caused by accidental **Bodily Injury**.
- 3 If an **Insured Person** is not a **Director** or **Employee** of the Insured (excludes a **Child**, see below), then Item 4a as shown on the **Schedule** will be defined as '**Permanent Total Disablement** which totally prevents an **Insured Person** from working in gainful employment for which they are fitted by way of training, education or employment which in all probability will

continue for the remainder of their natural life'. In addition, no claim for **Temporary Total Disablement** or **Temporary Partial Disablement** will be payable under Items 5 and 6 as shown on the **Schedule**, other than where cover is extended and shown on the **Schedule** to include an **Insured Person** who is a Student, where the following restrictions will apply:

- A) The amount payable will be the **Sum Insured** shown on the **Schedule** or £250 per week whichever is the lesser, and,
- B) The amount payable for item 5 **Temporary Total Disablement** will be limited to incidental costs incurred for **Out of Pocket Expenses** as a consequence of accidental **Bodily Injury** resulting in **Temporary Total Disablement**, and
- C) No benefit will be payable under Item 6 **Temporary Partial Disablement**.

For the purposes of this provision, **Out of Pocket Expenses** shall mean the additional costs incurred by an **Insured Person** for food and drink (other than alcoholic beverages) expenses, telephone calls and taxi fares as a result of the accidental **Bodily Injury** for which the benefit is being claimed.

If an **Insured Person** is a **Child**, who is not a **Director** or **Employee**, then Item 4a as shown on the **Schedule** will be defined as '**Permanent Total Disablement**' which totally prevents an **Insured Person** from working in gainful employment of any and every kind whatsoever which in all probability will continue for the remainder of their natural life as determined by a **Medical Consultant** and no benefit will be payable under Item 5 **Temporary Total Disablement** or Item 6 **Temporary Partial Disablement**.

- 4 The **Sum Insured** under Item 1 for an **Insured Person** who is a **Child** will be limited to £20,000 except where an **Insured Person**, aged between 16 and 18 years of age at the time of sustaining accidental **Bodily Injury**, is a **Director** or **Employee** or student of the **Insured**.
- 5 The amount the **Company** will pay will be reduced to 10% of the **Sum Insured** shown on the **Schedule** or £50,000, whichever is less, in respect of items 1-3 and no benefit will be payable in respect of Items 4a, 4b, 5 and 6, for any **Insured Person** after expiry of the **Period of Insurance** during which that **Insured Person** reaches age 75.
- 6 If an **Insured Person** is not covered under Item 1 as shown on the **Schedule** the **Company** will not pay for Items 2 - 4b as shown on the **Schedule** until at least 13 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.
- 7 If an **Insured Person** is covered under Item 1 as shown on the **Schedule** but the benefit payable is less than for Items 2 - 4b as shown on the **Schedule**, the **Company** will not pay more than the amount of the death benefit if accidental **Bodily Injury** does not immediately result in death until at least 13 weeks after the date of the accident.

### Extensions applicable to Section A

The following extensions apply during the **Period of Insurance** and respective **Operative Time** for each category of **Insured Persons** shown on the **Schedule**. Any amount paid under these extensions will be in addition to any benefit paid under the Personal Accident Section Items 1 - 7 as shown on the **Schedule**, subject to the terms of each extension, and the maximum payable under the **Any One Accident Limit, Scheduled Aircraft Accumulation Limit** or the **Non-Scheduled Aircraft Accumulation Limit**.

**1 Bereavement Counselling**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in death, for which the benefit is paid, the **Company** will at the request of the **Insured** pay necessary expenses with the **Company's** prior written consent for the **Insured Person's Partner** and/or **Child** to receive either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

up to £250 per week up to a maximum £5,000 any one incident.

**2 Burns benefit**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in **Full Thickness Burns**, the **Company** will pay at the request of the **Insured** the amount specified below dependent on the extent of the injury:

- |  |         |
|--|---------|
| i) 27% or more of the body surface       | £10,000 |
| ii) between 18 - 26% of the body surface | £5,000  |
| iii) between 9 - 17% of the body surface | £1,500  |

Up to a maximum payment of £10,000 for all **Full Thickness Burns**. The **Company** will not pay this benefit in addition to extension 18 – Permanent Facial Disfigurement.

**3 Catastrophe**

If any single 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 or more **Directors** or **Employees**.

**4 Catastrophe Critical Response Counselling**

If any single 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 at the request of the **Insured** necessary expenses with the **Company's** prior written consent for specialist counselling support services for any **Director** or **Employee** of the **Insured** up to a maximum £5,000 any one incident

**5 Commuting Expenses**

In the event of **Bodily Injury** being sustained by an **Insured Person** (who is either a **Director** or **Employee** of the **Insured**) that results in the **Insured Person's** disablement from at least 50% of their usual occupation in the **Insured's** business the **Company** will pay at the request of the **Insured** necessary expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at the **Insured's** request up to £250 per week up to a maximum £5,000 any one **Insured Person**

**6 Coma benefit**

In the event of **Bodily Injury** being sustained by an **Insured Person** which results in the continuous unconscious state of the **Insured Person**, the **Company** agree to pay the **Insured** or the **Insured Person** £50 per day or part thereof of continuous unconsciousness, up to a maximum period of 730 days. This benefit will be in addition to any amount paid under extension 16 – Hospitalisation benefit.

**7 Counselling**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in payment under **Loss of Limb, Loss of Eye, Loss of Speech, Loss of Hearing, Permanent Total Disablement, Temporary Partial Disablement** or **Temporary Total Disablement** the **Company** will pay at the request of the **Insured** necessary expenses with the **Company's** prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

up to £250 per week up to a maximum £5,000 any one **Insured Person**.

**8 Damage to Clothing**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in payment under **Loss of Limb, Loss of Eye, Loss of Speech, Loss of Hearing, Permanent Total Disablement, Temporary Partial Disablement** or **Temporary Total Disablement** and the **Insured Person's** clothing is lost damaged or destroyed as a direct or indirect result the **Company** will pay at the request of the **Insured** the cost of replacement as new or repair up to £1,000 **per Insured Person** subject to this not being included in any claim under the **Personal Property Section**.

**9 Dental and Optical Expenses**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in the **Insured Person** incurring dental or optical expenses, the **Company** will pay at the request of the **Insured** up to 25% of any amount paid under **Loss of Limb, Loss of Eye, Loss of Speech, Loss of Hearing, Permanent Total Disablement, Temporary Partial Disablement** or **Temporary Total Disablement** subject to a maximum of £2,500 any one **Insured Person**.

**10 Dependent children additional payment**

- A) In the event of a claim being paid for accidental death, the benefit payable under Item 1 will be increased by 5% per dependent **Child** up to a maximum of 25% of the benefit but no less than £5,000, subject to a maximum cumulative benefit payable of £500,000 per **Insured Person** and dependent **Child** or **Children**.
- B) In the event that an **Insured Person** and their **Partner** suffer fatal injury in the same accident resulting in a claim being paid for accidental death and leave dependents, the **Company** agree to double the benefit under Item 1, subject to a maximum benefit payable for an **Insured Person** or their **Partner** (if also insured) of £500,000 per person.

**11 Disability Assistance**

In the event of **Bodily Injury** being sustained by an **Insured Person**, who is a **Director** or **Employee** of the **Insured**, and such injury results in **Permanent Total Disablement** for which the benefit is paid, the **Company** will pay at the request of the **Insured**, necessary expenses incurred with the **Company's** prior written consent to make alterations to the **Insured Person's** home car or usual place of work as a direct and necessary result of the disablement suffered up to a maximum of £25,000

**12 Domestic Help**

In the event of a claim being paid for any of Items 2 to 6, and where the Insured Person is a **Director** or **Employee**, the **Company** agrees to pay up to 5% of the total benefit claimed, subject to a maximum of £10,000, for an in-home domestic service while recovery is in progress, as well as a chauffeur service to and from an **Insured Person's** usual place of work if an **Insured Person** recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport.

**13 Executor Expenses**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in death the **Company** will pay at the request of the **Insured** the necessary costs incurred as a direct consequence of the death requiring immediate payment by the executor to the estate of the **Insured Person** whilst the administration is being arranged up to a maximum of £2,000 any **one Insured Person**.

**14 Fracture benefit**

In the event of **Bodily Injury** being sustained by an **Insured Person** that results in a **Fracture** that does not result in a claim payment under items 3-4b of section A, the **Company** will pay the **Insured** at their request the amount specified below dependent on the **Fracture** sustained. **Fracture** of the:

- |  |        |
|--|--------|
| i) hip or pelvis (excluding coccyx or thigh)   | £1,000 |
| ii) femur or heel  | £500   |
| iii) skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles' fracture) | £500   |
| iv) spine (vertebrae but excluding coccyx)   | £1,000 |

Up to a maximum payment of £5,000 for all **Fractures**. The **Company** will pay a **Fracture** benefit only once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Accident** that results in a claim under this policy.

**15 Funeral expenses**

In the event of a claim being paid for accidental death the **Company** will pay reasonable funeral expenses incurred up to a maximum of £10,000 any one **Insured Person**, subject to the total amount payable under Section A and Section B1.2 not exceeding £10,000 in the aggregate.

**16 Hospitalisation benefit**

The **Company** agree to pay the **Insured** on behalf of an **Insured Person** £50 per day or part thereof up to a maximum of 365 days in the event of an **Insured Person** being admitted to a hospital as an in-patient as a result of **Bodily Injury**. The benefit will be increased to £100 per day or part thereof on public or bank holidays. Benefit will not be payable in addition to Section B1.1 - Extension Hospitalisation benefit

**17 Partners & Children of Employees**

Cover is automatically extended under each category shown on the **Schedule** to include **Partners** and **Children** provided an **Insured Person** shown on the **Schedule** is a **Director** or **Employee** of an **Insured**. The **Operative Time** and benefits payable are:

**Operative Time: 24 Hours a Day Worldwide Cover -**  
At any time.

Benefits:	Paraplegia:	£ 25,000
	Quadriplegia:	£100,000

**18 Permanent Facial Disfigurement**

In the event of accidental **Bodily Injury** being sustained by an **Insured Person** which results in **Permanent Facial Disfigurement**, the **Company** will pay for total disfigurement or scar length or area:

- |  |         |
|--|---------|
| A) between 1.0 centimetres and 2.4 centimetres   | £500    |
| B) between 2.5 centimetres and 4.9 centimetres   | £1,000  |
| C) between 5.0 centimetres and 7.4 centimetres   | £4,000  |
| D) between 7.5 centimetres and 9.9 centimetres   | £6,000  |
| E) between 10.0 centimetres and 12.4 centimetres | £8,000  |
| F) between 12.5 centimetres and 14.9 centimetres | £10,000 |
| G) 15.0 centimetres and over                     | £12,000 |

The maximum the **Company** will pay under this extension is £25,000.

**19 Post-traumatic stress disorder - terrorism**

If during the **Operative Time** an **Insured Person** directly witnesses an act of **Terrorism** occurring to and whilst traveling on publicly licensed transport (other than an aircraft or sea vessel) which results in the **Temporary Total Disablement** of the **Insured Person** solely as a result of Post-Traumatic Stress Disorder (as diagnosed by a **Medical Practitioner** or **Medical Consultant** whom is a specialist in diagnosing such a condition), and which occurs within 6 months of the act of **Terrorism**, the **Company** will pay an additional 50% of the amount specified on the **Schedule** for Item 5, or £350 per week, whichever is the lesser, but not exceeding 13 weeks in all.

**20 Relocation Expenses**

In the event of **Bodily Injury** being sustained by an **Insured Person**, who is a **Director** or **Employee** of the **Insured**, and such injury results in **Permanent Total Disablement** for which the benefit is paid, the **Company** will pay at the request of the **Insured**, necessary expenses incurred with the **Company's** prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the **Insured Person** having to relocate as a direct result of the disablement suffered up to a maximum of £25,000 any one **Insured Person** subject to there not being any claim being paid under extension 11 - **Disability Assistance** extension

**21 Retraining expenses**

In the event of a claim being paid for **Permanent Total Disablement** or **Loss of Limb(s)** or **Loss of Eye(s)**, and where the **Insured Person** is a **Director** or **Employee**, the **Company** agrees to indemnify the **Insured** for reasonable expenses incurred in retraining the **Insured Person** for an alternative occupation with the **Insured** up to a maximum of £25,000.

**22 Visiting expenses**

In the event of an **Insured Person** being hospitalised in the **United Kingdom** or an **Insured Person's Permanent Country of Residence**, beyond a 10 mile distance from their normal place

of residence, the **Company** will pay the cost of transporting any person whom the **Insured** consents to be covered by this policy to visit an **Insured Person**, up to a maximum of £2,500, payable in addition to any other claimable expense.

### 23 Visitors cover

In the event that a third party visits an **Insured's** premises in a business capacity and sustains accidental **Bodily Injury** which would, had the visitor been an **Employee**, result in a valid claim under Items 1 to 3a, the **Company** agrees to pay a benefit of £25,000 to the **Insured**.

### 24 Corporate Event cover

It is agreed by the **Company** that cover under this policy is automatically extended to provide cover for **Employees** and **Guests** of the **Insured** whilst on any **Corporate Event**:

## Definitions applicable to this specific extension

### Corporate Event

Any event arranged by the **Insured** with the primary function of entertaining **Employees** and/or **Guests** of the **Insured** in a business or leisure capacity.

### Guest

Any person whom the **Insured** consents to be covered by this policy whilst on a **Corporate Event**.

### Operative Time:

Cover applies whilst an **Insured Person** is travelling to and from and participating in any **Corporate Event** arranged by the **Insured**. Cover starts from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

Benefits:

#### Section A – Personal Accident

**Employees:** Items 1-4b: £25,000 or the **Sum Insured** shown on the **Schedule**, whichever is the greater.

**Guests:** Items 1-4b: £25,000

#### Section B – Travel

##### Employees & Guests:

Cover applies under Section B – Travel, for the **Sums Insured** shown in the policy wording, where a flight or an overnight stay occurs within the **United Kingdom** or an **Insured Person's Permanent Country of Residence**, or a **Trip** outside the **United Kingdom** or an **Insured Person's Permanent Country of Residence** takes place. Cover starts from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

## Exclusions applicable to Section A

- 1 The **Company** will not pay any claim which is the result of **Bodily Injury**, death, **Disablement** or the incurring of **Medical Expenses**, or any benefit under the Extensions applicable to Section A, caused by:
  - A) intentional self-injury,
  - B) suicide or attempted suicide other than for authorised and documented recruitment costs incurred in engaging a replacement **Insured Person** up to a maximum of £10,000,
  - C) flying as a pilot.
- 2 The **Company** will not pay any benefit where **Bodily Injury** or death, **Disablement** or the incurring of **Medical Expenses**, or any of the Extensions applicable to Section A which is the result of or is contributed to by:
  - A) sickness or disease (not resulting from accidental **Bodily Injury**), or
  - B) any naturally occurring condition or degenerative process which is known to an **Insured Person** and their General Practitioner, or
  - C) any **Gradually Operating Cause**.

## Section B – Travel

### Section B1.1 – Medical and other Emergency Travel Expenses

If an **Insured Person** is injured or becomes ill during the **Period of Insurance** and **Operative Time**, the **Company** will reimburse the **Insured** or an **Insured Person** for any **Medical Expenses** and **Emergency Travel Expenses** reasonably and necessarily incurred as a direct result within two years of the date of injury or first diagnosis of illness, but then only for any **Medical Expenses** or **Emergency Travel Expenses** incurred within 12 months of the incurring of either the first expense or the date that the need for treatment arose (whichever occurs first).

#### Definitions applicable to Section B1.1

##### Medical Expenses

The costs incurred outside the **United Kingdom** (but including costs incurred within the **Channel Islands**), or an **Insured Person's Permanent Country of Residence**, for medical, surgical or other remedial attention or treatment given or prescribed by a **Medical Practitioner** and all hospital, nursing home and ambulance charges. Optical, Pregnancy/Childbirth and Dental expenses are covered if incurred in an emergency or if they are the result of an injury.

##### Emergency Travel Expenses

The additional transport and accommodation expenses (less any possible recovery or saving) incurred by an **Insured Person** and any person who needs to travel to, remain with, or escort an **Insured Person**.

#### Condition applicable to Section B1.1

The **Insured** or an **Insured Person** must contact Healix as soon as possible if injury or illness results in the need for in-patient hospital treatment.

Emergency Helpline: **+44 (0) 2086 084 100** (24 Hour)

#### Extensions applicable to Section B1.1

##### 1 Family visit

In the event of the hospitalisation of an **Insured Person** of more than 5 days as a result of serious injury or illness (as determined by the treating **Medical Practitioner**), the **Company** will pay for the reasonable additional transport and accommodation expenses incurred by the **Insured Person's Partner** and up to three dependent **Children** or two other persons who are the **Insured Person's** immediate relatives to visit the **Insured Person**. Cover will also be provided under section B for the same benefits as the **Insured Person**. In the event that only the **Insured Person's Partner** travels, the **Company** will pay for the necessary additional cost incurred to engage the services of a registered childcare provider for their dependent **Children** during the period of the visit.

##### 2 Home country ongoing medical treatment

In the event of a valid claim under this section the **Company** will pay the costs of hospital in-patient medical charges necessarily incurred within the twelve months immediately following the date of return to the **United Kingdom** or an **Insured Person's Permanent Country of Residence**, up to a maximum of £50,000, excluding any expenses which can be recovered from any national insurance programme which is applicable to the **Insured Person**.

##### 3 Hospitalisation benefit

The **Company** will pay the **Insured** on behalf of an **Insured Person** £50 per day or part thereof up to a maximum of 365 days in the event of an **Insured Person** being admitted to a hospital as an in-patient outside their **Permanent Country of Residence** as a result of illness or accidental bodily injury. The benefit will be increased to £100 per day or part thereof on public or bank holidays.

##### 4 Petcare

In the event that an **Insured Person** is hospitalised as an inpatient and this results in a delayed return for more than 24 consecutive hours at the end of the original pre-booked **Trip**, the **Company** will pay at the specific request of the **Insured** up to £300 for the additional costs necessarily incurred by the **Insured Person** for additional domestic cattery or kennel fees for pets owned by the **Insured Person**.

##### 5 Search and Rescue expenses

If during the **Period of Insurance** whilst on a **Trip** outside the **United Kingdom** or **Permanent Country of Residence** an **Insured Person** is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where

- A) it is known or believed that the **Insured Person** may have sustained injury or suffered illness; or
- B) local weather or safety conditions are such that it becomes necessary to do so in order to prevent the **Insured Person** from sustaining injury or suffering illness.

the **Company** will reimburse the **Insured** or **Insured Person** up to £25,000 for each **Insured Person** but not exceeding £100,000 overall for all **Insured Persons** arising out of any one event and not exceeding £250,000 in total during any one **Period of Insurance** in respect of the necessary and reasonable costs incurred by RSA's assistance providers and/or levied by recognised rescue coastguard, police authority or other authority with specific responsibility in searching for such **Insured Person** and for bringing them to a place of safety.

#### Specific conditions applicable to search and rescue extension

- A The **Insured** and **Insured Persons** must comply at all times with local safety advice and adhere to recommendations prevalent at the time of the **Trip** or the excursion/activity whilst on a **Trip**.
- B **Insured Persons** must not knowingly endanger either their own life or the life of any other **Insured Persons** or engage in activities where their experience or skill levels fall below those reasonably required for them to participate in such activities.
- C Healix and/ or Drum Cussac must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- D Where it is reasonable and practical to do so, the **Insured** and/or **Insured Person** must make arrangements for search and rescue only with the involvement and/or agreement of Healix and/or Drum Cussac.
- E The **Company** will only pay the **Insured Person's** proportion of any search and rescue operation.

- F The **Company** will only pay up to the point where the **Insured Person** is recovered by search and rescue operation or at the time when the search and rescue authorities advise that continuing the search is no longer viable.
- G A written statement from the rescue authorities involved in the search and/or rescue must be obtained and provided to the **Company** in the event of a claim.

### Exclusions applicable to Section B1.1

The **Company** will not be liable for any claim:

- 1 where an **Insured Person** is travelling against the advice of a **Medical Practitioner**;
- 2 where the purpose of the **Trip** is to receive medical treatment or advice;
- 3 as a result of the use by an **Insured Person** of a non-prescribed drug or drugs which cannot be legally obtained from a pharmacy;
- 4 as a result of suicide, attempted suicide or self-inflicted injury;
- 5 any expenses in excess of £50,000 incurred as the result of treatment to a **Child** who has been born outside the **United Kingdom** during an **Insured Trip**:
  - A) while such **Child** is under the age of six months; or
  - B) unless, on the attaining of the age of six months, the **Child** has been declared healthy by a **Medical Practitioner**;
- 6 the amount of the excess (if any) shown on the **Schedule**;
- 7 any expenses incurred 12 months or more after the time of incurring the first expense or after the need for treatment first arose;
- 8 any expenses which are recovered from any national insurance programme which is applicable to the **Insured Person**;
- 9 any expenses incurred where a trip is undertaken against the advice of a **Medical Practitioner** or where the purpose of the trip is to receive medical treatment or advice.

Please see endorsement No 1 on page 27 for additional exclusions applying to Long Term Seconddees.

### Section B1.2 – Repatriation Expenses

If an **Insured Person** is injured or becomes ill during the **Operative Time**, the **Company** will reimburse the **Insured** or an **Insured Person** for any **Rescue Expenses** reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or first diagnosis of illness up to the **Sum Insured** on the **Schedule**.

### Definition applicable to Section B1.2

#### Rescue Expenses

The cost of transportation by any suitable means to an appropriate medical facility or to an **Insured Person's** home in the **United Kingdom** or **Permanent Country of Residence** as recommended by the **Company's** appointed medical advisor in conjunction with the local attending **Medical Practitioner**. In the event of death the costs of transportation of the body or ashes and the **Insured Person's** personal effects back to the **United Kingdom** or **Permanent Country of Residence** are covered. The costs of funeral expenses outside the **United Kingdom** or an **Insured Person's Permanent Country of Residence** are covered up to a maximum of £10,000.

### Condition applicable to Section B1.2

The **Insured** or **Insured Person** must contact Healix as soon as possible if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency rescue otherwise the costs may not be reimbursed.

Emergency Helpline: **+44 (0) 2086 084 100** (24 Hour)

### Extension applicable to Section B1.2

If an **Insured Person** commits suicide on a **Trip**, the **Company** will pay any costs, up to a maximum of £5,000, necessarily incurred to transport the body back to the **United Kingdom** or an **Insured Person's Permanent Country of Residence**.

### Exclusions applicable to Section B1.2

The **Company** will not be liable for any claim:

- 1 where an **Insured Person** is travelling against the advice of a **Medical Practitioner**;
- 2 where the purpose of the **Trip** is to receive medical treatment or advice;
- 3 as a result of the use by an **Insured Person** of a non-prescribed drug or drugs which cannot be legally obtained from a pharmacy;
- 4 as a result of suicide, attempted suicide or self-inflicted injury other than where costs are incurred in transporting the body back to the **United Kingdom** or an **Insured Person's Permanent Country of Residence**.

Please see endorsement No 1 on page 27 for additional exclusions applying to Long Term Seconddees.

## Section B1.3 – Medical and Security Assistance Services supporting this Policy

### RSA Assistance Services supporting this Policy

This RSA policy is supported by specialists in the provision of **Medical and Security Assistance Services**

- Healix and Drum Cussac are third party service providers approved by RSA

The advice and assistance provided by both Healix and Drum Cussac can be accessed as follows:

Telephone: **+44 (0) 2086 084 100**

E-mail: **rsa@healix.com**

The services can be accessed 24 hours a day 365 days a year

For your protection telephone calls may be recorded or monitored

A full description of their services supporting this Policy, both insured and uninsured, are as follows

#### Travel and Medical Assistance from Healix

Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires travel or medical-related help, Healix's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.



Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

#### Healix Pre Travel Advice

Even before the **Trip** commences Healix 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

For no additional cost, Healix can provide a high level Country Travel Advice Report, which provides a generic overview of the medical facilities and care available for a given location along with the logistics involved in the provision of evacuation or repatriation procedures. (Please note that where an agent's fee is incurred to obtain, this information will be chargeable.)

For a fee and at the Insured's expense, Healix can provide a more detailed Medical Risk Briefing Report that provides an in depth evaluation of the available healthcare, resources, assets and logistics. These reports can be used to help address the Insured's duty of care obligations.

#### Healix Medical Assistance

The **Insured** or an **Insured Person** can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multi-lingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

#### Healix Travellers Helpline

As well as medical assistance the Healix 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 an airport in the UK
- uninsured domestic assistance for the duration of the **Trip** - Healix 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 Lost Keys Extension applicable to the B2.1 Personal Property and B2.2 Business Equipment Section) This service only applies where the **Insured Person's** home is in the UK
- emergency message relay to family

#### Identity Theft Helpline

Over the phone preventative advice, to help an **Insured Person** safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

To make a claim please go to page 6 for further information.

#### Essential Information Storage

To enable an **Insured Person** to securely store important text based information from documents such as passports, driving licence, travel and debit / credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling

To subscribe to this service please go to [www.myessentialinfo.com](http://www.myessentialinfo.com)

#### Bereavement Advice and Counselling following an Insured Person's death

Practical information and advice on how to:

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind and explain the role of the Coroner

#### Counselling following an insured Death or Disablement claim

With the prior written consent of the **Company** telephone or face to face counselling sessions are included as part of the claims service.

#### State Benefit Advice following an insured Disablement claim

Information and advice on the financial implications of long term absence from work due to injury

Information on entitlement to State Benefits

**To make a claim for any of the Counselling benefits or for State Benefit Advice, please contact RSA claims as shown on page 6.**

#### Travel and Security Assistance from Drum Cussac

Drum Cussac offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every **Insured Person** is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

Drum Cussac is a specialist risk consultancy with offices on 4 continents. They provide advice and solutions that enable our Policyholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

#### Drum Cussac Travel Security Advice

Even before you start planning an **Trip**, Drum Cussac can provide detailed advice about your destination via RiskMonitor Traveller, an advanced online country/city risk intelligence service.

Any of your employees will be able to self-register (so long as their email addresses include the pre-registered domain names or the University), to log on please follow this process:

- 1 Point your browser at <https://www.drum-cussac.net/self-registration> to begin the registration process. On this page you will be required to enter your full email address.
- 2 Once entered and submitted (so long as your email address matches the domain names registered by your parent organisation) you will receive an email reply from Drum Cussac, which includes a verification link.
- 3 On clicking the link, you will be taken to a new page to complete the self-registration process and then logged into the platform.

If you require any other security advice before travelling, or whilst in-country, please call the assistance line

+ 44 (0) 2086 084 100 and ask to speak with a security advisor.

#### Drum Cussac Emergency Security Assistance

In support of the following covers in this Policy:

- Political and Natural Disaster Evacuation
- Hijack, Kidnap and Ransom
- Crisis Containment Management

Assistance and support is given to our policyholders through:

- In house expert crisis management and response consultants
- In house security analysts
- A network of response teams and security professionals throughout the world
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also access a range of uninsured services from Drum Cussac including:

- Crisis and Incident Response planning workshops and exercises
- Preparation of travellers undertaking travel to high risk areas
- General security related travel advice
- Close protection, planning and operational delivery

#### Healix Travel Oracle App

The Healix Travel Oracle provides a one touch assistance call button to put business travellers in touch with our 24/7 Medical and Security experts wherever they are in the world.

The App also provides:

- details of pre-travel advice, including personal and property security and identity protection
- access to Country Profiles
- a facility to receive alerts for specific countries
- a handy reminder of what information you will need to quote whenever you need support or assistance

To download the Travel Oracle App go to the Apple App Store or Google Play Store and search for Healix Travel Oracle.

Once downloaded please register using the following policy number: **RTT306251**



For more information ask your Insurance Broker for a copy of 'A Guide to Travel Oracle Mobile App'.

#### Second Medical Opinion Service

In the event that an **Insured Person** (or their **Partner** or their **Child**) sustains an injury during the **Period of Insurance**, or contracts an

illness which is diagnosed during the **Period of Insurance**, such **Insured Person** (or their **Partner** or their **Child**) can obtain a medical second opinion by telephoning the RSA Assistance Services on +44 (0) 2086 084 100.

Details of the current **Medical Practitioner** of the **Insured Person** (or their **Partner** or their **Child**) will be required. The **Insured Person** (or their **Partner** or their **Child**) is then required to request that their medical file be forwarded to the Service Provider by their **Medical Practitioner** (this may require the written authorisation). In the event that the service provider consider it is necessary for an **Insured Person** (or their **Partner** or their **Child**) the **Company** will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

## Section B1.4 – Legal Expenses

### The Cover

If an **Insured Person** sustains Injury during an **Insured Journey** 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**.

### Definitions applicable to Section B1.4

#### Any One Claim

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

**Cigna Insurance Services (Europe) Limited ("CISL") handle claims on behalf of the Company**

**Cigna Insurance Services (Europe) Limited is a third party service provider approved by Royal & Sun Alliance Insurance plc**

Cigna Insurance Services (Europe) Limited  
1st Floor, Chancery House  
St Nicholas Way  
Sutton, Surrey SM1 1JB  
Telephone: 0330 100 9516

#### Injury

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

#### Legal Expenses

- 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**.
- 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 **CISL** 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 applicable to Section B1.4

### Arbitration

If there is a dispute between the **Insured Person** and the **Company** or **CISL** 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 **CISL** agree to. If **CISL** cannot agree with the **Insured Person** to 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

**CISL** must be able to contact the **Legal Personal Representative**. The **Insured Person** and the **Legal Personal Representative** must co-operate with **CISL** about developments concerning the **Insured Person's** case. **CISL** must be able to have access to the **Legal Personal Representatives** files if **CISL** requests this. The **Insured Person** owes the same obligation to **CISL** as to the **Legal Personal Representative**.

### Notification

The **Company** will have no liability in respect of Legal Expenses in respect of any matter which the **Insured** does not notify to the **Company** in accordance with the requirements of this condition.

As a condition precedent to the **Insured's** right to be indemnified under this Policy, the **Insured** must inform **CISL** by filling in a claim form immediately that the **Insured** is aware of any occurrence or event that may give rise to a claim, and sending the claim form to **CISL** at the address shown. The **Insured** must give **CISL** a full and truthful account of the details of the claim. Until **CISL** have been told about the claim and **CISL** has given its agreement, the **Company** will not be responsible for any Legal Expenses.

### Payment of Bills

The **Insured Person** must send **CISL** 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 **CISL** may pay the bill for the **Insured Person**. If **CISL** asks the **Insured Person** must ask the **Legal Personal Representative** to submit the bill of costs for assessment or audit.

### 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 Representative

- 1 Outside the European Union **CISL** shall have complete control over the **Legal Proceedings** and the selection, appointment and control of any **Legal Personal Representative**
- 2 For claims within the European Union
  - i) Where Court papers have been issued (or received) or where there is a conflict of interest, the **Insured Person** is free to choose a suitably qualified **Legal Personal Representative**

In selecting the **Legal Personal Representative** the **Insured Person** shall have a duty to minimise the cost of **Legal Proceedings**

**CISL** may choose not to accept a **Legal Personal Representative** chosen by the **Insured Person**. If this occurs

**CISL** will explain why. If there is a disagreement over the choice in these circumstances, the **Insured Person** may choose another suitably qualified person and submit the name of that person to **CISL** for consideration.

- ii) In all circumstances except those described in 2) i) above **CISL** shall choose a **Legal Personal Representative** to act on the **Insured Person's** behalf.

If the **Insured Person's** choice of **Legal Personal Representative** has to undertake work to familiarise themselves with the work already undertaken on the case, the **Insured Person** will not be covered for this work to be done. The **Insured Person** must also confirm that their choice of **Legal Personal Representative** will not charge more than **CISL's** choice of **Legal Personal Representative** unless the **Insured Person** agrees to pay this difference personally.

Any **Legal Personal Representative** is appointed in the **Insured Person's** name to act on behalf of the **Insured Person**.

In the period before **CISL** agree that **Legal Proceedings** are necessary, **CISL** reserve the right to seek to obtain a settlement on the **Insured Person's** behalf. The settlement will be subject to the **Insured Person's** agreement, which the **Insured Person** will not unreasonably refuse or withhold.

### Settlement

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

## Exclusions applicable to Section B1.4

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

- 1 any Legal Expenses incurred either prior to the granting of support by **CISL** or without **CISL'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
  - a) there are not reasonable prospects of successfully pursuing or defending the **Legal Proceedings** or achieving a reasonable settlement or
  - b) 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 **CISL'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 **CISL** 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 **Legal Proceedings** 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**
- 16 **Terrorism** occasioned by **Nuclear Agent, Chemical Agent, or Biological Agent.**

## Section B1.5 – Personal Liability

The **Company** will indemnify an **Insured Person** up to the **Sum Insured** on the **Schedule** for any legal liability incurred by that **Insured Person** during the **Operative Time** as the result of:

- A bodily injury, sickness or disease of any person, or
- B accidental loss or damage to the property of any person.

In addition the **Company** will pay all costs and expenses incurred with its written consent in connection with the defence of any claims against an **Insured Person** that are covered under this section of the policy.

### Provisions applicable to Section B1.5

- 1 No admission of liability, offer, promise or payment will be made without the written consent of the **Company**.
- 2 The **Company** will, if it considers it necessary, take over and conduct the defence or settlement of any claim against an **Insured Person** and for that purpose can use the **Insured Person's** name. The **Company** can conduct the defence however it sees fit. The **Company** can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.
- 3 The **Insured Person** will give the **Company** full assistance in defending or prosecuting any claim and will provide the **Company** with any information and documents available to him.

### Exclusions applicable to Section B1.5

The **Company** will not pay for any liability which is the result of:

- 1 **Bodily Injury** to, or sickness or disease of, any person who is under a contract of employment, service or apprenticeship with

- the **Insured** or an **Insured Person** when injury results from their employment by the **Insured** or an **Insured Person**;
- 2 **Bodily Injury** to, or sickness or disease of a travelling companion of the **Insured Person** on the same trip or journey;
- 3 liability arising directly or indirectly by or through, or in connection with, any mechanically propelled vehicle, aircraft or watercraft;
- 4 liability arising directly or indirectly by or through or in connection with:
  - A) the ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
  - B) any wilful, malicious or unlawful act;
  - C) the carrying on of any trade, business or profession;
  - D) any racing;
  - E) through the use of firearms (other than sporting guns being used for sport).
- 5 accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the **Insured** or an **Insured Person** or any of their employees or any member of an **Insured Person's** family or household;
- 6 liability attaching to the **Insured** or an **Insured Person** under an express term of any contract, unless liability would attach to any **Insured Person** whether the express term existed or not;
- 7 liability for which payment should be more specifically claimed under any other contract of insurance in the name of the **Insured** or an **Insured Person**;
- 8 any claim where an **Insured Person** is suffering from a psychological condition or which results from an **Insured Person** being under the influence of or affected by a drug or drugs (other than drugs taken under the direction of a **Medical Practitioner**), alcohol, or solvents.
- 9 any claim resulting from sexually transmitted diseases.

## Section B2.1 – Personal Property and B2.2 Business Equipment

The **Company** will reimburse the **Insured** the amount paid by the **Insured** to an **Insured Person** (or pay the **Insured Person** at the **Insured's** request) for the cost of replacement or repair up to the **Sum Insured** on the **Schedule** if an **Insured Person** loses, has stolen or accidentally damages **Personal Property** or **Business Equipment** during the **Period of Insurance** and **Operative Time**. For **Business Equipment**, the **Company** will only pay the **Insured**.

### Provisions applicable to Section B2.1 and 2.2

- 1 The **Company** will not pay more than £3,000 for any item unless the **Insured** or the **Insured Person** bears the first 25% of any amount in excess of £3,000 up to the replacement value of the item or the **Sum Insured**, if less.
- 2 The **Company** may at its discretion
  - A) provide a direct replacement for electrical items, lost stolen or damaged; or
  - B) request that the **Insured Person** sends a damaged electrical item to the **Company** (or an organisation appointed by the **Company** to act on their behalf) to undertake the repair

using new parts or refurbished parts that are equivalent to new in performance and reliability.

If a replacement is provided then, the **Company**

- A) may provide the same model, not necessarily the same colour, that is equivalent to new in performance and reliability; or
- B) an upgraded model for that item; and
- C) if applicable install the latest standard manufacturer software and/or operating system.

If a repair is provided by the **Company** the **Insured Person** must follow the shipping instructions provided by the **Company** (or the organisation appointed by the **Company** to act on our behalf). If applicable the **Insured Person** must also ensure that software and data on the item is backed up as the **Company** will not be responsible for any loss of software or data on the item that may be lost as part of the repair process. The **Insured Person** will be responsible for re-installing software, data and passwords once the item is returned to them.

## Definitions applicable to Section B2.1 and 2.2

### Business Equipment

Any property (other than money, vehicles, vehicle parts or accessories) required for the **Insured Person** to undertake their duties for the **Insured Person** that are the property of the **Insured** and for which the **Insured Person** is responsible that are taken on or obtained during the **Business Trip**.

### Personal Property

Property owned by or in the custody or control of an **Insured Person** other than **Business Equipment**.

## Extensions applicable to Section B2.1 and 2.2

### 1 Lost keys

If an **Insured Person** loses or has stolen the keys to their main home or motor vehicle in the **United Kingdom** or their **Permanent Country of Residence**, whilst on a **Trip**, the **Company** will pay for the cost of replacement keys or the cost (parts and labour) of replacing the lock(s) up to a maximum of £250. The **Company** can help in sourcing tradesman, however the **Company** will not arrange for the work to be carried out. Please refer to section B1.3 for contact details.

### 2 Replacement travel documents

If the **Insured Person** loses, has stolen or damages their passport, visa, travel tickets or other essential travel documents whilst on a **Trip** the **Company** will pay the **Insured** or an **Insured Person** up to £1,500 for the reasonable and necessary additional travel and accommodation and the costs of replacing the lost or damaged items. The **Company** can help with replacement passports and visas plus travel and accommodation alterations. Please refer to section B1.3 for contact details.

### 3 Temporary loss of personal property

If the **Insured Person's Personal Property** is temporarily lost for more than four hours during the outward or onward journeys of the **Trip**, the **Company** will pay up to £1,000 towards the cost of buying essential and reasonable replacement items. If the **Personal Property** which has been temporarily lost becomes permanently lost and this results in a claim, the **Company** will deduct the amount already paid for temporary loss from the payment.

## Exclusions applicable to Section B2.1 and 2.2

The **Company** will not pay claims for:

- 1 loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported,
- 2 loss or damage due to:
  - A) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - B) mechanical or electrical failure or breakdown,
  - C) any process of cleaning, dyeing, restoring, repairing or alteration,
- 3 loss of **Money** (as defined under Section B3), bonds, negotiable instruments and securities of any kind,
- 4 loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority,
- 5 loss of or damage to vehicles (other than bicycles), their accessories or spare parts (other than keys extension above),
- 6 loss of or damage to **Personal Property** (as defined under Section B2.1) sent as freight or under an airway-bill or bill of lading.

## Section B3 – Personal Money

The **Company** will indemnify the **Insured** or an **Insured Person** for loss or theft of **Money**, or financial loss suffered as the result of fraudulent use of credit, debit or charge cards during the **Operative Time**, up to the **Sum Insured** on the **Schedule**.

## Definition applicable to Section B3

### Money

Coins, bank or currency notes, bankers drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, traveller's cheques, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of an **Insured Person** and are intended for travel, meals, accommodation and personal expenditure only.

## Extension applicable to Section B3

Foreign currency and travellers cheques purchased for a **Trip** are covered from the time of collection or 120 hours prior to departure on the **Trip** whichever occurs last and up to 120 hours after completion of a **Trip** or until deposited or cashed, whichever happens first.

## Exclusions applicable to Section B3

The **Company** will not pay any claim for:

- 1 any loss of cash in excess of £3,000 unless the **Insured** or an **Insured Person** bears the first 25% of any amount in excess of £3,000, up to the value of the cash loss or the **Sum Insured** if less,
- 2 loss or theft of a credit card, charge card or cash card, which results in fraudulent use, unless the **Insured** or an **Insured Person** has complied with all the terms and conditions under which the card was issued,
- 3 shortages of **Money** due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value.

## Section B4.1 – Cancellation, Curtailment, Rearrangement, Replacement, Missed Departure & Travel Delay

The **Company** will reimburse the **Insured** up to the **Sum Insured** on the **Schedule** for this section if a **Trip** during the **Operative Time** and **Period of Insurance** is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of any cause outside the **Insured's** or **Insured Person's** control, unless the cause is a **Natural Catastrophe**, in which case the terms of the cover under section B4.2 will apply.

### Cancellation or Curtailment

Where the **Trip** has to be cancelled prior to departure or cut short following departure the **Company** will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

### Rearrangement

When pre-booked travel arrangements in connection with a **Trip** have to be altered, including **Missed Departure** and **Missed International Connection**, the **Company** will pay for the additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the **Insured Person** to continue the **Trip** or return to the **United Kingdom** or **Permanent Country of Residence**.

### Replacement

Where a **Trip** has to be cut short, the **Company** will pay for the additional costs necessarily incurred for travel and accommodation up to the **Sum Insured** shown on the **Schedule** less any amount recoverable elsewhere:

- A to return an **Insured Person** to the **United Kingdom** or **Permanent Country of Residence**; and
- B to send one replacement person to assume the duties of the original **Insured Person**.

### Travel Delay

If the departure of the ship, aircraft or train on which an **Insured Person** is booked to travel in order to get to their planned destination at the commencement or completion of a **Trip** is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the **Company** will pay up to £50 per hour in excess of 4 hours delay up to a maximum of £500 to the **Insured** or an **Insured Person** for additional reasonable expenses incurred for travel, accommodation, food and drink costs, that are not recoverable elsewhere or under any other section (or sub-section) of this policy.

### Extension applicable to section B4.1

If a **Director** or **Employee** of the **Insured** resigns or has their employment terminated more than 31 days prior to a pre-booked **Trip**, the **Company** will reimburse the **Insured** for all deposits and advance payments in respect of transport and accommodation costs incurred due to the cancellation of the **Trip**, less any expenses recoverable elsewhere.

## Definitions applicable to Section B4.1

### Conveyance

An aircraft, ship, train, coach, or similar means of transport which operates under a scheduled published timetable.

### Missed Departure

The failure of a **Conveyance** in which an **Insured Person** is travelling in order to reach the departure point at the beginning of a **Trip** for a journey that involves travel outside the **United Kingdom** or the **Insured Person's Permanent Country of Residence**.

### Missed International Connection

The failure of a **Conveyance** in which an **Insured Person** is travelling to arrive at its destination airport, port or station outside the **United Kingdom** or an **Insured Person's Permanent Country of Residence** at the published expected time of arrival which results in an **Insured Person** arriving too late to board an onward connecting aircraft, ship or train on which an **Insured Person** is booked to travel.

### Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

## Exclusions applicable to Section B4.1

The **Company** will not pay any claim as the result of:

- 1 a **Natural Catastrophe**;
- 2 the **Insured Person** deciding not to travel prior to commencement, (unless this decision is made as a result of Foreign and Commonwealth Office advising against all but essential travel (or other similar advice for **Insured Persons** not resident in the **United Kingdom**) and the advice had not been given before the **Trip** was booked);
- 3 the **Insured Person** if on a **Trip**, deciding not to continue;
- 4 redundancy of an **Insured Person** or the termination of an **Insured Person's** contract of employment within 31 days of the **Trip** departure date or once a **Trip** has started;
- 5 the **Insured's** or an **Insured Person's** financial circumstances;
- 6 the default of any provider (or their agent) of transport or accommodation acting for the **Insured** or an **Insured Person**;
- 7 regulations made by any public authority or government or persons with the authority under legislation or licence to make regulations;
- 8 a claim that is recoverable under section B7 – Political and Natural Disaster Evacuation;
- 9 for the delayed departure of the ship, aircraft or train on which an **Insured Person** is booked to travel, due to strike, labour dispute, mechanical breakdown or failure of a means of transport, where the delay lasts for less than 24 hours;
- 10 for the delayed departure of the ship, aircraft or train, due to strike or industrial action which existed or for which advance warning had been given before the date on which the **Trip** was booked;
- 11 curtailment on medical grounds that is not based on the recommendation of a **Medical Practitioner** and which does not also result in a valid claim under sections B1.1 or B1.2;

- 12 the delay of a ship, aircraft or train, if
- A) the **Insured Person** fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; or
  - B) the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any port authority, rail authority or the Civil Aviation Authority or any similar body in any country.

## Section B4.2 – Cancellation, Curtailment, Rearrangement & Travel Delay due to a Natural Catastrophe

The **Company** will reimburse the **Insured** up to the **Sum Insured** on the **Schedule** for this section if a **Trip** during the **Operative Time** and **Period of Insurance** is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of a **Natural Catastrophe**.

### Cancellation or Curtailment

Where the **Trip** has to be cancelled prior to departure or cut short following departure the **Company** will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which, have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

### Rearrangement

When pre-booked travel arrangements in connection with a **Trip** have to be altered following departure, the **Company** will pay for the irrecoverable additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the **Insured Person** to continue the **Trip** or return to the **United Kingdom** or **Permanent Country of Residence**.

### Travel Delay

If the departure of the scheduled ship, aircraft, vehicle or train on which an **Insured Person** is booked to travel in order to get to their planned destination at the start, during or on completion of a **Trip** is delayed as a result of a **Natural Catastrophe**, the **Company** will pay £50 per hour in excess of 4 hours delay up to a maximum of £500 to the **Insured** or an **Insured Person** for additional reasonable expenses incurred for travel, accommodation, food and drink costs, that are not recoverable elsewhere or under any other section (or sub-section) of this policy.

### Extension applicable to section B4.2

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the **Sum Insured** stated on the **Schedule**, provided the **Insured** or the **Insured Person** bears 50% of any amount in excess of the first £500 for each **Insured Person**.

## Definitions applicable to section B4.2

### Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

## Exclusions applicable to section B4.2

The **Company** will not pay any claim as the result of:

- 1 a **Natural Catastrophe** that has occurred during the 30 days immediately prior to the **Insured** or an **Insured Person** pre-booking travel arrangements in connection with a **Trip**, if the **Trip** is cancelled, altered or delayed during the 14 days immediately following the date on which the **Trip** is booked as a result of that or a related **Natural Catastrophe**;
- 2 a claim made under section B4.2 if the **Insured** or an **Insured Person** makes a **Valid Claim** under section B4.1 which originates from the same loss;
- 3 a claim that is recoverable under section B7 – Political and Natural Disaster Evacuation;
- 4 the **Insured Person** deciding not to travel or, if on a **Trip**, deciding not to continue;
- 5 the **Insured's** or an **Insured Person's** financial circumstances;
- 6 the default of any provider (or their agent) of transport or accommodation acting for the **Insured** or an **Insured Person**;
- 7 strike or labour dispute.

## Section B5 – Hijack

The **Company** will pay £500 for each complete day that an **Insured Person** is forcibly or illegally detained as the result of a **Hijack** which starts during the **Period of Insurance** up to a maximum of £25,000.

## Definitions applicable to Section B5

### Hijack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship, bus, licenced taxi or train in which an **Insured Person** is travelling.

## Section B6 – Kidnap and Ransom

The **Company** will reimburse the **Insured** for any **Ransom Monies** and **Consultant Costs** incurred solely and directly as a result of **Kidnap** or **Kidnap for Ransom** or **Hostage** of an **Insured Person** occurring during the **Period of Insurance**. In addition the **Company** will pay reasonable and necessary expenses incurred and paid by the **Insured** or an **Insured Person** solely and directly as a result of **Kidnap**, **Kidnap for Ransom** or **Hostage**.

The maximum payable under this section is £250,000 in the annual aggregate for all losses under this policy occurring during each **Period of Insurance** in respect of **Ransom Monies** and expenses, and £50,000 in the annual aggregate in respect of **Consultant Costs**.

## Conditions applicable to Section B6

- 1 The **Company** shall not be deemed to provide cover and the **Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Company**, the **Company's** parent company or the **Company's** ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

- 2 Any benefit or claim under this section will not be covered to the extent that the provision of cover, payment of a claim or provision of a benefit would be contrary to the laws of any country where cover is provided.
- 3 If an incident occurs which may result in a covered event the **Insured** must contact the Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

WORLDWIDE: **+44 (0) 2086 084 100**

If the phone line has not been contacted, then no claim will be paid.

## Definitions applicable to Section B6

### Consultant Costs

Reasonable fees and expenses of the **Company's** chosen Consultants incurred during response to a **Kidnap for Ransom**, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

### Hostage

The detention of an **Insured Person** by a third party who threatens to kill, injure or continue to detain an **Insured Person** in order to compel a state, international organisation or person to do or abstain from doing any act.

### Kidnap

The seizing, detaining or carrying away by force or fraud of one or more **Insured Persons** (except a child by its parent or guardian) by a third party without the consent of an **Insured Person** and without lawful excuse.

### Kidnap for Ransom

Any event or connected series of events of seizing, detaining or carrying away by force or fraud of one or more **Insured Persons** (except a **child** by its parent or guardian) for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

### Ransom Monies

Cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

## Exclusions applicable to Section B6

The **Company** will not be liable for any claim that is the result of:

- 1 The fraudulent, dishonest, or criminal acts of the **Insured**, or any person authorised by the **Insured** to have custody of **Ransom Monies**. This exclusion will not apply to the payment of **Ransom Monies** by the **Insured** in a situation where local authorities have declared such payment illegal.
- 2 An **Insured** who has had kidnap insurance cancelled or declined in the past.
- 3 Any claim for an **Insured Person** within their **Permanent Country of Residence**.
- 4 Any **Kidnap** or **Kidnap for Ransom** which occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela or Yemen.
- 5 Any amount of money that the **Insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **Insured** in defence of such action, resulting from alleged negligence or incompetence in **Hostage** retrieval operations or negotiations following the **Kidnap** of

an **Insured Person** or alleged negligence in not preventing the **Kidnap** of an **Insured Person**.

- 6 Any amount of money, property or other consideration surrendered to any person other than those responsible for making a previously communicated **Ransom** demand to an **Insured** or any person authorised to act on behalf of an **Insured**.

## Section B7 – Political and Natural Disaster Evacuation

The **Company** will reimburse the **Insured** for **Evacuation and Repatriation Costs** and for **Expenses** due to **Political Evacuation, Natural Disaster** or **Political Instability** for an **Insured Event** which occurs during the **Period of Insurance** and **Operative Time**. The maximum the **Company** will pay under this section is £50,000 for any one event and £100,000 in all (aggregate limit) in any one 12 month **Period of Insurance** for **Evacuation and Repatriation Costs** and a further £150 per **Insured Person** per day for a maximum of thirty days for **Expenses**.

### Additional condition applicable to section B7

If an incident occurs which may result in an **Insured Event** the **Insured** has the option to contact the Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

WORLDWIDE: **+44 (0) 2086 084 100**

## Definitions applicable to section B7

### Advisory

A formal recommendation by the **Appropriate Authorities** that an **Insured Person** specifically leave the **Host Country** or that a class of persons which include an **Insured Person** leave the **Host Country**.

### Appropriate Authorities

Any legally empowered regulatory, governmental or local authority of the **Home Country**.

### Evacuation and Repatriation Costs

Reasonable costs incurred by the **Insured** or an **Insured Person** for the emergency evacuation of an **Insured Person** within thirty days prior to an **Insured Event**, and ten days after an **Insured Event** to the nearest place of safety or for the repatriation of an **Insured Person** to their **Home Country** and returning the **Insured Person** back to the **Host Country** when the situation has stabilised and when the **Local Authorities** advise it is safe to do so. Evacuation costs will be paid once per **Insured Person** per **Insured Event**.

### Expenses

The costs of accommodation, transportation, food, and any other reasonable and necessary expenses for up to thirty days until such time as an **Insured Person** can be repatriated to their **Home Country**.

### Home Country

The country in which the **Insured** is based as specified on the **Schedule** or the country of citizenship of the **Insured Person**.

### Host Country

Any countries in which an **Insured Person** is employed or has travelled to.

### Insured Event

Any occurrence described under **Political Evacuation, Natural Disaster** or **Political Instability**.



**Natural Disaster**

A volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire in the particular country or region in which the **Insured Person** is travelling.

**Political Evacuation**

An **Insured Person** being expelled or declared "persona non grata" (an unwelcome person) on the written authority of the recognised government of a **Host Country**, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the **Insured**.

**Political Instability**

Political or military events involving a **Host Country** such that the **Appropriate Authorities** issue an **Advisory** ordering the departure of all **Home Country** governmental personnel in non-emergency positions and their dependants from the **Host Country**, or such that the **Insured** receives direct instructions or recommendation to evacuate from the **Appropriate Authorities**. All such interrelated events will be considered a single event and all losses arising from it will be considered a single loss.

**Provisions applicable to section B7**

- 1 Where the **Insured Person** is entitled to a refund on an unused ticket, the **Company** will be entitled to deduct the value of the unused portion from any claim.
- 2 Where the **Insured Person** holds a valid return ticket to the **United Kingdom** or **Permanent Country of Residence** or to another place of safety that could be reasonably used, the **Company** will only pay for any additional costs necessarily incurred to evacuate the **Insured Person**.

**Exclusions applicable to section B7**

The **Company** will not be liable for any claim:

- 1 arising from or attributable to an alleged violation of the laws of the **Host Country** by the **Insured** or by an **Insured Person**;
- 2 which results from failure of the **Insured** or an **Insured Person** to maintain and possess duly authorised and issued required documents and visas; if it is found that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the **Insured** or an **Insured Person**;
- 3 arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
- 4 arising from or attributable, in whole or in part, to non-compliance by the **Insured** or an **Insured Person** with any obligation specified in a contract or license or failure by the **Insured** or an **Insured Person** to provide bond or other security because of any liability assumed by the **Insured** or an **Insured Person** under any contract, whether written or oral, unless the **Company's** specific consent is endorsed on this policy prior to an **Insured Event**;
- 5 arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;
- 6 if an **Insured Person** is a citizen of the **Host Country**;
- 7 where an **Insured Person** has travelled to a country or region where the **United Kingdom** Foreign and Commonwealth Office

has prior to the start of the **Trip** advised against "all but essential travel" (or other similar advice for **Insured Persons** not resident in the **United Kingdom**);

- 8 after the commencement of a **Trip** where an **Insured Person** has not reasonably complied with any warnings to leave or evacuate the country or region to which they have travelled where such warnings have been provided by the **United Kingdom** Foreign and Commonwealth Office (or other similar advice for **Insured Persons** not resident in the **United Kingdom**) or any legally empowered, regulatory, governmental or local authority for the country or region to which the **Insured Person** has travelled and such failure has resulted in a claim under this section.

**Section B8 – Vehicle Rental Excess**

The **Company** will reimburse the **Insured** up to the amount shown on the **Schedule** if an **Insured Person** whilst on a **Trip** during the **Operative Time** and **Period of Insurance** loses by theft, or damages a **Rental Vehicle** for their legal liability to pay the excess or deductible amounts stated in the **Rental Agreement**.

**Additional definitions applicable to section B8****Rental Agreement**

A licensed rental vehicle hiring agreement and associated insurance policy supplied by a company licensed by the appropriate legal body in the country in which they operate to offer vehicles for rent.

**Rental Vehicle**

Any vehicle rented by an **Insured Person** under a **Rental Agreement** for a period of less than 60 consecutive days outside the **United Kingdom** or an **Insured Person's Permanent Country of Residence**.

**Additional provision applicable to section B8**

The maximum the **Company** will pay under this section of the policy is £1,000 for each event and £25,000 in all (aggregate limit) in any one **Period of Insurance**.

**Additional condition applicable to section B8**

The **Insured Person** must inspect the **Rental Vehicle** before taking charge of it for existing damage.

**Exclusions applicable to section B8**

This section of the policy does not cover any claim:

- 1 arising out of the use of the **Rental Vehicle** outside the terms of the **Rental Agreement**;
- 2 where an **Insured Person** has elected not to take out any insurance offered to cover the **Rental Vehicle** as part of the **Rental Agreement**;
- 3 for any damage to the **Rental Vehicle** where it cannot be proven that the damage arose during the course of the **Rental Agreement**;
- 4 for loss or damage caused deliberately by an **Insured Person**;
- 5 for loss or damage caused to the tyres of the **Rental Vehicle**;
- 6 for loss or damage arising out of failure to maintain the **Rental Vehicle** according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the rental period.

## 7 Section C – Crisis Containment Management

The **Company** will reimburse the **Insured** for **Crisis Consultant** fees and costs incurred as a direct result of a **Crisis** which starts during the **Period of Insurance** and is reported to the **Company** in accordance with this cover. Any fees and costs will be approved and paid by the **Insured** and submitted to the **Company** for approval and reimbursement under this policy. **Crisis Consultant** costs are limited to fees or costs which are incurred within the **Crisis Coverage Period** subject to an aggregate limit of £50,000 per **Crisis** or all **Crisis** which start during the **Period of Insurance**.

### Definitions applicable to Section C

#### Adverse Publicity

Any negative reporting of an **Insured Event** in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a **Material Interruption**.

#### Crisis

Any decisive, unstable or crucial time in the **Insured's** affairs or business resulting from an **Insured Event** that:

- i) has directly caused a **Material Interruption**; or
- ii) has the potential to cause:
  - A) imminent **Financial Loss**, or
  - B) **Adverse Publicity**

for the **Insured** if left unmanaged.

#### Crisis Consultant

Drum Cussac, third party service providers approved by the **Company** for use by the **Insured** in connection with a **Crisis**.

#### Crisis Coverage Period

The period of time commencing when the **Crisis** is first reported to the **Company** and ending not later than thirty days thereafter.

#### Financial Loss

- i) within a 48 hour period, the price per share of the **Insured's** common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the **Insured** lists its common stock; or
- ii) a decrease greater than 20% in the consolidated revenues of the **Insured**.

#### Insured Event

A notification of a potential claim under Section A or B of this policy.

#### Material Interruption

A disruption or break in the continuity of the **Insured's** normal business operations, which:

- i) requires the direct involvement of all of the **Insured's** board of directors or senior executives and diverts their concentration from their normal operating duties; and

- ii) is likely to have a significant negative impact on the **Insured's** revenues, earnings or net worth.

### Conditions applicable to Section C

- 1 Any **Crisis** arising out of, based upon or attributable to related, continuous or repeated notifications under Sections A & B of the policy will be considered a single **Crisis**.
- 2 The **Insured** must give immediate notice to the **Company** of any **Crisis** by telephoning the Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

WORLDWIDE      **+44 (0) 2086 084 100** (24 Hour)

Any event that meets the following conditions must be reported to the **Company** in the time period indicated:

- A) any event that results in regional or national media coverage (print, radio or television) and relates to an **Insured Event**, must be reported to the **Company** within 24 hours of the media coverage, if the **Company** has not previously been notified of the event by the **Insured**.
- B) any event that results in the filing of a claim or litigation against the **Insured** and relates to an **Insured Event**, must be reported to the **Company** within 48 hours of the claim/litigation filing, if the **Company** has not previously been notified of the event by the **Insured**.

No claim will be paid if the **Company** is not notified as described above.

### Provision applicable to Section C

The **Insured** will bear 20% of the cost of each **Crisis** which will remain uninsured. The **Company** will reimburse the **Insured** subject to the aggregate limit of liability after deducting 20% from the amount of the incurred **Crisis Consultant** costs.

### Exclusions applicable to Section C

The **Company** will not be liable for any claim directly or indirectly caused by or resulting from:

- 1 Circumstances that affect the industry in which the **Insured** conducts its business activities;
- 2 Governmental regulations which affect another country or the industry in which the **Insured** conducts its business activities;
- 3 Changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment;
- 4 Any fraudulent act committed by any of the **Insured's** senior executives;
- 5 a crisis occurring in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela, Yemen or any other region or country to which the **Insured Person** has travelled where the **United Kingdom** Foreign and Commonwealth Office has advised against "all travel" (or other similar advice for **Insured Persons** not resident in the **United Kingdom**) prior to the commencement of the **Trip**.

## Additional Endorsements

Unless specifically agreed otherwise, the following endorsements to the policy will apply where the policy includes cover for the **Insured Persons** specified.

### 1 Long Term Secondees

Where cover extends to include cover for an **Insured Person** on **Trip** scheduled to last for more than 12 months, the following additional restrictions will apply in respect of Section B, benefit items B1.1 - Medical And Emergency Travel Expenses and B1.2 - Rescue Expenses

The **Company** will not be liable for any claim directly, indirectly or attributable to:

- 1 Any condition from which the **Insured Person** is known to be suffering and/or for which an **Insured Person** has received professional treatment or consultation during the 24 months preceding the date of the incident.
- 2 Service or treatment at any long term care facility, Spa, Hydro Clinic or sanatorium that is not a hospital.
- 3 Routine medical examinations (including vaccinations, the issue of medical certificates and attestations).
- 4 Routine eye and ear examinations including the cost of spectacles, contact lenses and hearing aids.
- 5 Any dental treatment which is not emergency dental treatment, prosthesis, corrective devices and medical appliances, false teeth, crowns, inlays and bridges, orthodontic and endodontic dental care.
- 6 Sexually transmitted diseases.
- 7 Treatment of mental illness or psychiatric disorders.
- 8 Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date.
- 9 Treatment by a family member.
- 10 Treatment that is not scientifically recognised.
- 11 Treatment resulting from participation in **War**, riot, civil commotion or any illegal act including resultant imprisonment.
- 12 All costs relating to pregnancy or childbirth or resultant sickness or illness other than where necessitated by **Bodily Injury** or for emergency treatment following either pregnancy related illness or complications.
- 13 **Insured Trip** or **Business Trip** taken against advice of a qualified **Medical Practitioner**.
- 14 Where an **Insured Trip** or **Business Trip** is specifically undertaken to have treatment.
- 15 any claim where the **Insured Person** is suffering from a psychological disorder or which results from an **Insured Person** being under the influence of or affected by a drug(s) or alcohol (other than that taken under the direction of a **Medical Practitioner**) or solvents;
- 16 Flying other than as a passenger.
- 17 Intentional self-inflicted injury or any attempt thereat.
- 18 Elective cosmetic surgery.
- 19 The first £100 of each and every claim.

### 2 Temporary Total Disablement and Temporary Partial Disablement for Students

Where cover extends to include cover for an **Insured Person** who is a Student and Section A – Personal Accident, item 5 **Temporary Total Disablement** and/or item 6 **Temporary Partial Disablement** is shown as being included on the **Schedule** the following will apply

- 1 The amount payable will be the **Sum Insured** shown on the **Schedule** or £250 per week whichever is the lesser./
- 2 The amount payable for item 5 **Temporary Total Disablement** will be limited to incidental costs incurred for **Out of Pocket Expenses** as a consequence of accidental bodily injury resulting in **Temporary Total Disablement**.
- 3 No benefit will be payable under Item 6 **Temporary Partial Disablement**.

For the purposes of this endorsement, the following definition is added to the Definitions applicable to Section A:

#### Out of Pocket Expenses

Additional costs incurred by an **Insured Person**.

# Complaints Procedure

## Our Commitment to Customer Service

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.**

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- ensure you are clear on how to escalate your complaint, if necessary

## Step 1

If your complaint relates to your policy, then please contact Alison Payne on 0117 927 4753 or Val Corrigan on 0117 9274875. If your complaint relates to a claim, then please call our Claims Manager on 0330 102 4093.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

## Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0800 0234567 (free from standard land line, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

## Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

## How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

## Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

## How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA





