

# Your Group Personal Accident, Sickness and Business Travel Policy



# Policy Introduction

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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your Group Personal Accident, Sickness and Business Travel insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements, and the details on the schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

ASTON SCOTT LTD  
MALLING HOUSE  
WEST MALLING  
KENT  
ME19 6QL

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## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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Inside the front cover you will find your:

#### [Policy Schedule](#)

# Contact Details for Claims and Assistance Services

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## Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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## Claims Service - 08000 516 583

Our claims service is available during normal office hours (Monday to Friday from 9am to 5pm). Alternatively, you can write to them at the following address

### Postal Address:

Group Personal Accident and Sickness Claims  
Aviva  
2-10 Albert Square  
Manchester  
M60 8AD

**Email Mailbox:** [gpaclaims@aviva.co.uk](mailto:gpaclaims@aviva.co.uk)

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## Legal and Tax Helpline - 0845 300 1899

Call this helpline any time, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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## Risk Solutions Helpline - 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day.

This service is available during normal office hours (Monday to Friday from 9am to 5pm) with an answering service outside these hours.

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## Concierge Service - +44 (0)1243 621556

Our telephone concierge service will help you locate services local to where you are staying or working to enable you to plan ahead for travelling, dining and shopping. You can call us on this number any time day or night.

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## Emergency Cash Advance - +44 (0)1243 621556

We can arrange for an emergency cash advance to be made to an insured person in replacement of any cash which has been lost or stolen overseas. Any emergency funds provided will be deducted from any subsequent claim or must be refunded to us.

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## Counselling Service Helpline - 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

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## Website - [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- β over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- β easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- β discounts on Legal Services
- β email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Contact Details for Claims and Assistance Services

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## Our Security Consultants - +44 207 741 2074

You must contact our security consultants immediately in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under either the Evacuation cover or where you believe you or an insured person is in a life threatening situation. You can call this number any time, day or night. Our security consultants will immediately assess the situation and make intelligence based decisions for you including the decision to deploy on the ground consultants.

A life threatening situation is a situation recognised by our security consultants including, but not limited to, serious crimes such as kidnap or unlawful detention.

Evacuation cover is provided for the necessary emergency evacuation of an insured person from a country or region in which they are travelling excluding their country of residence following recommendations or instructions from the British Government or the government of the insured persons country of residence (if different) any legally empowered regulatory government or local authority in the country or region in which the insured person is travelling, or our security consultants providing the necessary and reasonable additional travel and accommodation expenses incurred.

In addition, our security consultants offer a range of services covering a variety of security and safety fields. We provide advice, support and response in everything from travel and home security to kidnap negotiation. Our on-line services are set out below and can be accessed by the web address [www.red24.com/affiliate/aviva](http://www.red24.com/affiliate/aviva) and entering your membership number and password. If you are a new user you can register by entering your policy number, and then your details in the following page. You then have access to the on-line services listed below

- β Travel security advice and information for over 230 countries plus more than 180 city and regional guides
- β Subscribe to Daily News email reports sent each weekday, covering political stability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world
- β A mobile phone travel safely alert service notifying you of high risk events (including terrorism, civil unrest and severe weather risks) happening in or near your current location
- β Tailored travel safety briefings are available on request to meet with your specific travel itinerary and traveller profile. This will cover the risks, preventative measures and important contact details you would need on hand to prepare you when going abroad.

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## Emergency Medical Assistance Service - +44 1243 621066

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas please call +44 1243 621066.

For full details of the cover provided under the service, please refer to the Business Travel Section in this policy.

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## Other Emergency Services Provided Whilst Travelling

Assistance and guidance whilst travelling

- β A phone home service if there is an emergency.
- β A translation and interpretation service if you need it.
- β On stolen or lost passports, driving licences, air tickets or other travel documents.
- β On how to trace luggage with an airline operator if it is delayed or lost.
- β On contacting local Embassies or Consulates.
- β Information on languages and time zones.
- β On transfer of money to you if required.
- β On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- β To relatives or friends or employees if you are hospitalised.

Note: There may be charges for some services and you will have to pay these together with travel costs resulting from the advice you are given.

# Contact Details for Claims and Assistance Services

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## Advice Before You Travel - +44 (0)1243 621556

Our Travel Assistance Helpline can be contacted any time day or night and will provide advice and information on

- β Visa and entry permits you may need.
- β Necessary vaccination and inoculation requirements and where they can be arranged.
- β What you should take with you in relation to first aid and health.
- β Currencies, travellers cheques and current exchange rates.
- β Languages, time zones and details of countries you will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address [www.fco.gov.uk](http://www.fco.gov.uk)

# Complaints Procedure

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## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

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## What will happen if you complain

- ß We will acknowledge your complaint promptly.
- ß We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

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## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, or
  - (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
  - (3) Should neither of the above be applicable, the law of England and Wales will apply.
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## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
10<sup>th</sup> Floor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

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## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# The Contract of Insurance

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## The Contract of Insurance

The policy, the information You have provided and/or the application form, the statement of fact, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**



**AVIVA**

Aviva Insurance Limited.

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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## Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Assistance Services', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

*Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.*

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### Accident / Accidental

A sudden violent external unforeseen and identifiable event.

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### Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

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### Benefit Period

The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

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### Corporate Event

Any business related event organised by You or on Your behalf to promote Your business.

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### Country of Residence

The country in which the Insured Person has resided for the last 12 months or more.

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### Deferment Period

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

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### Dependant(s)

Any natural or legally adopted children or legal wards of an Insured Person (and/or a Partner where applicable) living at the same address who at the time of the Accident are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.

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### Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

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### Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

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### Insured Person

You and/or any person or category of persons shown in The Schedule aged 85 or under (65 or under in respect of cover provided under the Sickness Section) at the effective date of the current Period of Insurance.

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### Operative Time of Cover

The period of time during which You or an Insured Person is covered by this policy as described in The Schedule.

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### Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months and sharing financial responsibility for their Dependants.

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### Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

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### Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an employee, Insured Person, Partner, a member of the immediate family of The Policyholder or Insured Person or an employee of The Policyholder.

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## Salary

The Insured Person's wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's Weekly Wage immediately preceding the date of Accident (all prior to deductions).

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## Security Consultants

The security specialists - Red24 (or any replacement from time to time) - appointed by Us to act on Your behalf.

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## Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

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## Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their usual occupational duties on Your behalf.

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## Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational duties on Your behalf.

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## The Business

Activities directly connected with the business described in The Schedule.

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## The Schedule

The document which specifies details of The Policyholder, Insured Persons, Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to the policy.

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## United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

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## War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

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## We / Us / Our

Aviva Insurance Limited.

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## Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

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## You / Your / The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

### Capital Benefits

Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ and Permanent Total Disablement.

### In-home Domestic

Any person employed (excluding any member of the Insured Person's family) in one or more of the following capacities: nanny, cook, cleaner or house-keeper.

### Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

### Loss of Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

### Loss of Limb

Shall mean in respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

### Loss of Sight

The total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Total and permanent loss of speech.

### Paraplegia

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.

### Permanent Total Disablement

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

### Quadriplegia

The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life. The term Quadriplegic shall be interpreted accordingly.

### Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence, and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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## Cover

We will pay the sum insured shown in The Schedule to You for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below

- 
- (1) Death
  - (2) Capital Benefits
  - (3) Temporary Total Disablement
  - (4) Temporary Partial Disablement.
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## Amount Payable

The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

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## Extensions

### Accidental Death of, or Capital Benefit for, Visitors

In the event that a third party visits Your premises during the Operative Time of Cover in an authorised business capacity and sustains Accidental Bodily Injury that had the visitor been an employee would have resulted in a valid death or Capital Benefits claim We will pay You a benefit of £25,000 subject to a maximum payment of £250,000 in the aggregate in respect of any one incident.

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### Catastrophe

In the event that a single Accident during the Period of Insurance results in payment of a death benefit under this policy for five or more directors or employees of the Policyholder We will pay You an additional amount equal to 25% of the total sum insured payable for those directors or employees.

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### Childcare Expenses

In the event of a claim being paid for Capital Benefits We will indemnify You on behalf of the Insured Person up to a maximum of £500 per week for up to a maximum of 104 weeks for necessary childcare expenses incurred during the recovery/rehabilitation process.

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### Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a continuous unconscious state We will pay You on behalf of the Insured Person an additional sum of £50 per day for each complete day of continuous unconsciousness up to a maximum of 730 days.

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### Commuting Expenses

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement We will indemnify You on behalf of the Insured Person for any reasonable costs of a taxi or chauffeur or other additional costs incurred to transport the Insured Person to and from their normal place of residence and their usual place of work up to a maximum of £250 per week and a maximum limit of £5000.

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### Corporate Event

In the event that a person not insured under any category of the Group Personal Accident section of this insurance attends a Corporate Event and their attendance is agreed by You and sustains Accidental Bodily Injury resulting in death or a Capital Benefits loss We will pay You a benefit of £25,000.

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### Damage to Personal Property

If during the Operative Time of Cover an Insured Person sustains damage to their personal property as a result of unprovoked assault causing Accidental Bodily Injury We will pay You the cost of repairing or replacing such personal property up to a maximum of £1,000.

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### Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died. However You will repay any benefit if such Insured Person is found to have been alive or is found alive.

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### Facial Disfigurement

In the event that an Insured Person suffers an Accidental Bodily Injury which within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears We will pay

- (1) scar 1 to 5 cm in length £1,250
  - (2) scar over 5 cm and up to 10cm in length £2,500
  - (3) scar over 10cm in length £5,000
- up to a maximum of £20,000 per Insured Person.

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## Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time of Cover and the payment of a death benefit under this policy We will indemnify the Insured Person's estate for the reasonable costs of a funeral up to a maximum payment of £10,000 subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

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## Hospitalisation

In the event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time of Cover We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

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## Medical Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home We will indemnify You on their behalf for up to 25% of the amount payable for a valid death, Capital Benefits or Temporary Total Disablement and/or Temporary Partial Disablement Benefits claim subject to a maximum payment of £20,000.

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## Outpatient Travel Expenses

In the event that an Insured Person sustains Accidental Bodily Injury which results in them being treated in Hospital as an outpatient We will indemnify You on their behalf up to £100 per day for any reasonable costs of a taxi or chauffeur or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital for a maximum of 26 weeks from the date of the first claim up to a maximum of £1,000.

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## Partners and Dependants

If, during the Period of Insurance, a Partner and/or Dependand(s) who are not covered under any category of Insured Person suffers Accidental Bodily Injury whilst accompanying the Insured Person on an Insured Journey which results in a Capital Benefits loss We will pay You or the Insured Person £25,000.

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## Work Experience Staff

If, during the Period of Insurance a person who is not insured under any category of Insured Person suffers Accidental Bodily Injury whilst engaged in work experience on Your behalf resulting in death or a Capital Benefits loss We will pay You £25,000.

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## Your Business Reputation Protection

If an Insured Person or third party visitor whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for death or Capital Benefits We will indemnify You up to £50,000 any one claim and in total for all claims during the Period of Insurance for all costs incurred for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury.

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## Additional Extensions

***In the event that the Insured Person is a partner, director or employee of The Policyholder We will provide the following additional extensions.***

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### Dental and Optical Expenses

In the event that an Insured Person suffers loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses following Accidental Bodily Injury We will indemnify You on behalf of the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident up to a maximum of £2,000.

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### Family Benefit

In the event of the Accidental death of an Insured Person during the Operative Time of Cover We will increase the death benefit payable by an additional 5% of the sum insured for each surviving Dependand subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

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### Hospital Visiting Expenses

In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time of Cover beyond a 10 mile radius from their normal place of residence We will indemnify You on behalf of the Insured Person for reasonable costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalisation up to a maximum of £100 per day and a maximum limit of £5,000 any one incident.

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### In-home Domestic Service and Commuting

In the event of a claim being paid for Capital Benefits or Temporary Total Disablement We will Indemnify You on behalf of the Insured Person up to 5% of the benefit claimed for an In-home Domestic Service while recovery is in progress, as well as the cost of a licensed taxi or mini cab service to and from the Insured Person's usual place of work if they have recovered sufficiently to return to work but it is medically certified that they are unable to travel in their usual way to work by either driving a vehicle or travelling on public transport up to a maximum of £10,000 for the expenses incurred.

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### Paraplegia or Quadriplegia

In the event of a valid Capital Benefits claim We will pay an additional £50,000 if as a direct result of the Accident the Insured Person becomes a Paraplegic or £125,000 if they become a Quadriplegic.

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## Permanent Partial Disablement

In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of

- A thumb 30%
- A forefinger 20%
- Any finger other than a forefinger 10%
- A big toe 15%
- Any toe other than a big toe 5%
- A shoulder or elbow 25%
- A wrist, hip, knee or ankle 20%
- The lower jaw by surgical 30%
- Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from Bodily Injury the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total.

If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.

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## Post Traumatic Stress Disorder Directly Resulting from Terrorism

If during the Period of Insurance and during the Operative Time of Cover the Insured Person directly witnesses an act of Terrorism on a publicly licensed conveyance and without sustaining physical injury suffers post traumatic stress disorder resulting in Temporary Total Disablement within six months of the act We will pay 50% of the Temporary Total Disablement benefit or £500 per week whichever is the lesser for up to a maximum of 13 weeks.

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## Pregnancy, Maternity and Paternity Benefits

In the event that an Insured Person is absent through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth We will pay You the Temporary Total Disablement benefit up to a maximum £136.78 per week for the period the Insured Person is absent from work up to a maximum of 2 weeks. This extension only applies if the Insured Person is eligible for Temporary Total Disablement. No Deferment Period will apply to this extension.

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## Rehabilitation Expenses

In the event of a valid claim being paid for Capital Benefits We will indemnify You for all reasonable expenses incurred in retraining the Insured Person for either an alternative occupation or in order to improve the quality of their life up to a maximum of £15,000.

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## Replacement Recruitment Expenses

We will indemnify You up to £10,000 for all costs incurred by You, subject to Our prior written approval, to recruit a replacement employee following

- (1) the Accidental death of an Insured Person that results in a valid death claim under this policy
- (2) the suicide or attempted suicide of an Insured Person.

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## Return Home Expenses

Where Accidental Bodily Injury during the Operative Time of Cover results in the Insured Person being incapacitated more than 10 miles from their normal place of residence for more than 72 hours We will indemnify You for the additional and reasonable expenses necessarily incurred in returning the Insured Person, their personal belongings and any portable Business Equipment carried by them on the journey, to their normal place of residence or an alternative destination within the United Kingdom up to a maximum of £2,500.

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## Surviving Dependants Benefits

In the event that the Insured Person and their Partner (whether or not the Partner is an Insured Person under this policy) suffer a fatal injury in the same Accident during the Operative Time of Cover the Family Benefit will not be payable but instead We agree to double the death benefit payable to the Insured Person or their Partner (if the Partner is also an Insured Person under this policy), for apportionment equally to all surviving Dependants, subject to an overall maximum aggregate limit of £1,000,000.

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## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from

- (1) any gradually operating cause
- (2) any naturally occurring condition or degenerative process
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### (1) Insured Person over the age of 80

If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be limited to 10% of the Sum Insured or £50,000 whichever is the lesser.

### (2) Accumulation Limit Any one accident

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the any one accident limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

#### Multi-Engined Aircraft

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same multi-engined aircraft accident or series of multi-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the multi-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the multi-engined aircraft limit.

#### Single-Engined Aircraft

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same single-engined aircraft accident or series of single engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the single-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the single-engined aircraft limit.

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### (3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - (i) a medical examination, or
  - (ii) a post mortem examination.
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require.

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### (4) Payment of Benefit

- (a) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person
  - (i) Death
  - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (iii) Permanent Total Disablement.After payment has been made for
  - (i) Death
  - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (iii) Permanent Total Disablementno further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.
- (b) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.
- (c) If an Insured Person is covered for death but the sum insured shown in The Schedule is less than
  - (i) Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
  - (ii) Permanent Total Disablement.

- 
- (d) **Maximum Weekly Benefit**  
The maximum Weekly Wage payable for
- (i) Temporary Total Disablement will not exceed 100%
  - (ii) Temporary Partial Disablement will not exceed 50% of the Insured Person(s) Weekly Wage.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.

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**(5) Payment of Permanent Total Disablement**

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a medical examiner appointed by Us that disablement is permanent and without expectation of recovery.

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**(6) Payment of Temporary Total Disablement and/or Temporary Partial Disablement**

- (a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of
  - (i) Death
  - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (iii) Permanent Total Disablement.
- (b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period.
- (c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.

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**(7) Non Employees**

In respect of any Insured Person who is not a director or employee of the Policyholder the definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

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**(8) Minors**

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (a) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is less
- (b) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life
- (c) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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### Business Equipment

Any property which is owned hired or borrowed by The Policyholder and/or Insured Person other than Business Samples and used in the conduct of The Business.

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### Business Samples

Any samples of the produce created in the normal activities of The Policyholder.

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### Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

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### Insured Journey

Any journey not exceeding twelve months in duration (unless otherwise agreed by Us) occurring during the Period of Insurance and during the Operative Time stated in the Travel section of The Schedule.

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### Kidnap

Unlawful seizure detention or taking by force or fraud of an Insured Person (except a child by it's parent or legal guardian) by a third party without the consent of that Insured Person.

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### Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

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### Personal Belongings

Items which are the property of the Insured Person or property for which they are personally responsible (other than Business Equipment or Business Samples) and which are taken on or acquired during an Insured Journey.

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### Premature Childbirth

The birth of a child that takes place before 37 weeks of gestation counting from the first day of the last menstrual period.

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### Repatriation

With prior approval from Our Emergency Medical Assistance Provider and due solely to medical reasons, the return of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

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### United Kingdom

England, Scotland, Wales and Northern Ireland.

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## Medical and Emergency Travel Expenses - Cover

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an illness during the course of an Insured Journey We will pay up to the sum insured shown in The Schedule for

- (1) Medical Expenses  
reasonable and necessary emergency medical, surgical, Hospital or nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital
- (2) Emergency Travel Expenses  
reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the United Kingdom or the Insured Person's Country of Residence (if different)
- (3) Repatriation  
upon medical advice the Repatriation of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different)
- (4) Emergency Medical Evacuation  
upon the advice of Our Emergency Medical Assistance Service the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital  
incurred outside the United Kingdom, Isle of Man and Jersey or the Insured Person's Country of Residence (if different).

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## Additional Covers

### Continuing Medical Charges

In the event of a valid claim under Medical and Emergency Travel Expenses We will pay the reasonable and necessary cost of Hospital in-patient medical charges incurred within six months immediately following the date of the Insured Person's Repatriation to the United Kingdom up to a maximum of £50,000.

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### Corporate Event

In the event that a person not insured under the Travel section of this insurance attends a Corporate Event overseas and their attendance is agreed by You We will automatically include them as Insured Person(s) under the Travel section of Your insurance.

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### Domestic Travel Expenses

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an illness in their Country of Residence We will pay reasonable and necessary costs of

- (1) travel and accommodation for any one friend or relative who has to travel or remain with the Insured Person
- (2) transporting the Insured Person to their usual residence after a stay as an in-patient in Hospital
- (3) transporting the body or ashes to their final resting place in the United Kingdom or Country of Residence (if different)

up to a maximum of £5,000.

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### Foreign Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury outside the United Kingdom or the Insured Person's Country of Residence (if different) during the Operative Time of Cover which results in a continuous unconscious state We will pay You on behalf of the Insured Person an additional sum of £50 per day for each complete 24 hour period of continuous unconsciousness up to a maximum of 730 days.

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### Funeral Expenses

In the event of the death of the Insured Person We will Indemnify the Insured Person's estate up to a maximum of £10,000 for the reasonable costs incurred of a funeral outside the United Kingdom or their Country of Residence (if different) or the costs of transportation of the Insured Person's body or ashes and the Insured Person's Personal Belongings back to the United Kingdom or Country of Residence (if different).

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### Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside the United Kingdom or their Country of Residence (if different) We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days.

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### Search and Rescue Expenses

In the event that an Insured Person is reported as missing during the course of an Insured Journey and a search and rescue operation is instigated by the police, coastguard or other approved rescue authority because it is known or believed that the

- (1) Insured Person has suffered Accidental Bodily Injury or fallen ill
- (2) weather or safety conditions are such that it becomes necessary to instigate a search and rescue operation to prevent the Insured Person sustaining Accidental Bodily Injury or falling ill.

We will pay up to a maximum of £50,000 for the necessary and reasonable costs incurred in respect of that Insured Person.

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### Repatriation of Human Remains

In the event that an Insured Person commits suicide on an Insured Journey We will indemnify You for the reasonable costs incurred to transport the body back to the United Kingdom or their Country of Residence (if different) up to £5,000.

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## Emergency Medical Assistance Service

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas please call **+44 1243 621066**

Our specialist emergency assistance provider has experienced multi-lingual staff who will

- (1) take charge of Your enquiries 24 hours a day 365 days a year and where necessary contact Hospitals and guarantee any necessary fees
- (2) talk to doctors and hospital staff in their own language
- (3) ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

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Provided medical treatment, travel or accommodation has been arranged by the Emergency Medical Assistance Service We will pay all associated costs incurred on behalf of You or the Insured Person for the following

- (1) making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant
- (2) ensuring assistance is provided upon the Insured Person's arrival in the United Kingdom or other Country of Residence following a Repatriation
- (3) making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person
- (4) assisting in locating and sending drugs if not available locally
- (5) providing advice on minor ailments.

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## Other Emergency Services Provided Whilst Travelling

### Assistance and guidance whilst travelling

- (1) A phone home service if there is an emergency.
- (2) A translation and interpretation service if you need it.
- (3) On stolen or lost passports, driving licenses, air tickets or other travel documents.
- (4) On how to trace luggage with an airline operator if it is delayed or lost.
- (5) On contacting local Embassies or Consulates.
- (6) Information on languages and time zones.
- (7) On transfer of money to you if required.
- (8) On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- (9) To relatives friends or employees if You are hospitalised.

Note: There may be charges for some services and You will have to pay these together with travel costs resulting from the advice You are given.

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## Advice Before You Travel

Our Travel Assistance Helpline can be contacted any time day or night on **+44 (0)1243 621556** and will provide advice and information on

- (1) Visa and entry permits You may need
- (2) Necessary vaccination and inoculation requirements and where they can be arranged
- (3) What You should take with You in relation to first aid and health
- (4) Currencies, travellers cheque and current exchange rates
- (5) Languages, time zones and details of countries You will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address [www.fco.gov.uk](http://www.fco.gov.uk)

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## Exceptions

***The following exceptions apply to Medical and Emergency Travel Expenses in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any claim resulting from

- (1) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
- (2) medical expenses arising from an illness which the Insured Person is aware of and in respect of which the Insured Person is travelling against medical advice or where a terminal prognosis has been given
- (3) medical expenses incurred whilst on an Insured Journey within the Insured Person's Country of Residence
- (4) any expenses incurred more than 24 months after the date the need for treatment first arises.

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## Conditions

***The following conditions apply to Medical and Emergency Travel Expenses in addition to the Policy Conditions at the back of this policy.***

- (1) You must contact the Emergency Medical Assistance Service if You require in-patient Hospital treatment or Repatriation otherwise We may not be able to reimburse the costs incurred.
- (2) The Emergency Medical Assistance Service must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to Us in the event of a claim.
- (3) If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Medical Assistance Service to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.
- (4) Payment shall not be made under Domestic Travel Expenses if a claim has been accepted under Personal Accident for Return Home Expenses, Hospital Visiting Expenses or Funeral Expenses.
- (5) Payment shall not be made under Foreign Coma benefit if a claim has been accepted under Personal Accident for Coma benefit.

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## Personal Belongings - Cover

In the event of the Insured Person suffering loss of or damage to Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of such loss or damage up to the sum insured shown in The Schedule.

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## Automatic Extensions

### Temporary Loss

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £2,000 for any one claim.

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### Business Samples

In the event of Business Samples in the care custody or control of the Insured Person being lost or destroyed during an Insured Journey We will indemnify You in respect of such loss or damage up to £1,000.

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### Business Equipment

In the event of loss of or damage to Business Equipment in the care custody or control of the Insured Person during an Insured Journey We will indemnify You in respect of such loss up to £3,000.

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### Loss of Keys

In the event that the Insured Person loses their keys to their main permanent residence, place of work or vehicle whilst on an Insured Journey We will indemnify the Insured Person for the costs (parts and labour) of replacing the relevant locks up to a maximum of £1,000. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

---

## Exceptions

***The following exceptions apply to Personal Belongings in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any claim resulting from

- (1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
- (2) loss or damage caused by
  - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
  - (b) mechanical or electrical failure or breakdown
  - (c) any process of cleaning, dying, restoring, repairing or alteration
- (3) loss of Money
- (4) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority
- (5) loss unless it is reported within the duration of the Insured Journey to any of the following: the local police or appropriate authority, hotel or tour operator and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
- (6) theft or attempted theft of Personal Belongings Business Samples or Business Equipment from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into
- (7) loss of or damage to vehicles their parts or accessories
- (8) loss of or damage to Personal Belongings sent as freight or under a bill of lading
- (9) loss of Business Equipment which is insured under any other insurance policy.

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## Conditions

***The following conditions apply to Personal Belongings in addition to the Policy Conditions at the back of this policy.***

- (1) The Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings.

- 
- (2) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to reimburse You or the Insured Person not exceeding in any event the insured value thereof.
  - (3) Where the Sum Insured stated in The Schedule exceeds £2,000 and any unspecified item also exceeds £2,000 the Insured or Insured Person will bear the first 25% of any amount in excess of £2,000 up to the value of the item or the Sum Insured if less.
  - (4)
    - (a) Total loss or destruction of an insured item with the exception of Business Equipment shall be dealt with on a full replacement basis up to a maximum of £5,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.
    - (b) Loss or destruction of any Item of Business Equipment shall be dealt with on the basis of the market value of the item at the date of the loss taking in to account wear tear and depreciation.
  - (5) Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the Temporary Loss becomes Permanent.
  - (6) The Insured Person must retain any damaged articles for Our inspection. We shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.
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## Money - Cover

### Money

In the event of the Insured Person suffering the loss or theft of Money

- (1) during the course of an Insured Journey, or
- (2) occurring during the 120 hours immediately prior to such journey or the 120 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify You or the Insured Person in respect of such loss up to the sum insured shown in The Schedule.

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### Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to the Sum Insured for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

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## Automatic Extensions

### Lost or Damaged Documents

If the Insured Person sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £2,000 for any Insured Journey.

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### Theft of Documents

If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £2,000 for any claim.

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### Rental Vehicle Excess

If an Insured Person on an Insured Journey sustains loss of or theft of or damage to any rental vehicle rented under a licensed rental vehicle agreement from a licensed rental vehicle company We will indemnify You on behalf of the Insured Person for any monies the Insured Person becomes legally liable to pay as an excess or deductible to the rental vehicle insurance policy up to a limit of £1,000 per event and a maximum total limit of £25,000 in any one Period of Insurance.

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## Exceptions

***The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.***

- (1) We will not be liable for any claim resulting from
  - (a) delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value
  - (b) loss unless it is reported to the local police or appropriate authorities within 72 hours of its discovery and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).
- (2) We will not pay for any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the Insured Person has complied with all the terms and conditions under which the card was issued.
- (3) We will not pay for any loss of or damage to a rental vehicle caused deliberately by the Insured Person.
- (4) We will not pay for any loss or damage to a rental vehicle arising from wear and tear, gradual deterioration, mechanical or electrical failure. We will also not pay for any loss or damage that existed prior to the commencement of the rental period.
- (5) We will not pay for any single loss of coins bank or currency notes in excess of £2,000 unless the insured or an Insured Person bears the first 25% of any amount in excess of £2,000, up to the value or the Sum Insured if less.
- (6) We will not pay for theft or attempted theft of Money from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

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## Cancellation, Curtailment or Change of Itinerary

### Definitions

***The following definitions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Business Travel Section Definitions and the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.***

### Evacuate / Evacuation

The necessary emergency evacuation of an Insured Person from a country or region in which they are travelling excluding their Country of Residence following recommendations or instructions from the British Government or the government of the Insured Persons Country of Residence (if different), any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling, or Our Security Consultants.

### Evacuation Expenses

Necessary and reasonable additional travel and accommodation expenses incurred by You or the Insured Person in evacuating the Insured Person to their Country of Residence or nearest place of safety.

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## Cover

### Cancellation

If You or the Insured Person are forced to cancel an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person for all non returnable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey up to the sum insured shown in the Schedule subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

### Curtailment

If You or the Insured Person are forced to cut short an Insured Journey and return to the United Kingdom or normal Country of Residence (if different) as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person up to the sum insured shown in the Schedule for

- (1) all non returnable deposits, advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey, and
- (2) the reasonable additional cost of travel and accommodation necessarily incurred to return You or the Insured Person to the United Kingdom or normal Country of Residence (if different).

---

## Replacement

When an Insured Journey has been cut short following departure as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of

- (1) returning You or the Insured Person to the United Kingdom or normal Country of Residence (if different)
  - (2) sending a replacement to assume the duties of the original Insured Person
- up to a limit of £10,000.

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## Change of Itinerary

If following departure You or the Insured Person are forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person for the reasonable additional costs of travel and accommodation necessarily incurred to enable You or the Insured Person to continue that Insured Journey up to the sum insured shown in The Schedule.

---

## Evacuation Cover

If following departure on an Insured Journey the Insured Person is forced to Evacuate as a result of any cause outside Your or the Insured Person's control We will pay You on behalf of the Insured Person all Evacuation Expenses incurred up to a maximum limit of £50,000 for all claims in any one Period of Insurance.

---

## Conditions

***The following conditions apply to Evacuation Cover in addition to the Policy Conditions at the back of this policy.***

- (1) You **must** consult Our Security Consultants immediately in the event of any incident, event or circumstance that might give rise to a claim under Evacuation cover. If You do not You may lose Your right to any claim under this section. Telephone +44 207 741 2074.

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## Exceptions

***The following exceptions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any claim resulting from

- (1) the Insured Person travelling against or planning to travel against the medical advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment
- (2) disinclination to travel or if on an Insured Journey, deciding not to continue
- (3) Your or an Insured Person's financial circumstances
- (4) redundancy or resignation of an Insured Person or the termination of an Insured Person's contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started
- (5) the financial failure or omission or neglect of any provider or its agent of transport or accommodation
- (6) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary

All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.

- (7) strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked
- (8) You or the Insured Person violating the laws or regulations of the country in which they are travelling
- (9) an Insured Person failing to check in according to the itinerary provided unless the failure was due to strike or industrial action
- (10) You or the Insured Person failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling
- (11) Evacuation of nationals of the country involved
- (12) regulations made by any Government or public authority
- (13) any claim where it is subsequently found that the person involved is not an Insured Person. Any costs incurred in this event shall be Your sole responsibility.

---

## Travel Delay - Cover

We will compensate You for

### Travel Delay

If the outward or homeward departure of an aircraft, train, or sea vessel in which You or the Insured Person have booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel

### Seat Bumping

If the Insured Person has to travel on a later departure due to the transport provider concerned overbooking which results in delay for at least 4 hours from the departure time indicated by the carrier by the amount of £50 for each complete hour in excess of 4 hours delay up to a maximum of £750 per insured person.

---

## Exceptions

***The following exceptions apply to Travel Delay in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any claim resulting from

- (1) the failure of You or the Insured Person to check in not later than the time indicated by the carriers
- (2) the failure of You or the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay
- (3) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary

All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.

- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance
- (5) strike labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked.

---

## Missed Departure - Cover

We will indemnify You for reasonable additional accommodation and transport expenses necessarily incurred in order for You or the Insured Person to reach Your or their final destination caused by You or their late arrival at any departure point shown on Your or their itinerary to start the Insured Journey caused by

- (1) the public transport used by You or the Insured Person being delayed
- (2) the car You or the Insured Person are travelling in being involved in an accident
- (3) the car You or the Insured Person are travelling in breaking down

up to a limit of £1,000.

---

## Exceptions

***The following exceptions apply to Missed Departure in addition to the Policy Exceptions at the back of this policy.***

We will not pay any claim

- (1) if the Insured Person does not do everything possible to get to the International Departure Point from or to the United Kingdom for the time specified on the travel tickets
- (2) unless a police report or Insurer's accident report form has been obtained showing the time and place of the accident
- (3) unless a written repairer's report has been obtained if claiming because the vehicle the Insured Person was travelling in has broken down.

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## Hijack and Kidnap and Ransom - Definitions

***The following definitions apply to Hijack and Kidnap and Ransom in addition to the Business Travel Section Definitions and the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.***

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### Consultants Costs

Fees and expenses of Our Security Consultants reasonably and necessarily incurred in response to a Kidnap including but not limited to Ransom Monies.

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### Life Threatening Situation

A life threatening situation is a situation recognised by Our Security Consultants including, but not limited to, serious crimes such as kidnap or unlawful detention.

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### Ransom Monies

A reasonable consideration paid or promised to be paid to a person or group believed to be responsible for Kidnap which is necessarily incurred to terminate the Kidnap.

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## Cover

In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap We will indemnify You on behalf of the Insured Person as below

- (1) Hijack  
£500 per day for each complete period of detention
  - (2) Kidnap  
£500 per day for each complete period of detention
- to a maximum of £25,000 in total for any one occurrence, and
- (3) Kidnap and Ransom  
Consultants Costs incurred solely and directly as a result of Kidnap outside the United Kingdom or the Insured Person's Country of Residence (if different) up to a maximum total limit of £250,000 in any one Period of Insurance.
- 

## Automatic Extensions

If an Insured Person is the victim of a Hijack or Kidnap during an Insured Journey We will continue cover until the Insured Person has returned to the United Kingdom or their Country of Residence (if different) or until a period of 12 months from the date of Hijack or Kidnap has expired whichever occurs first.

---

## Exceptions

***The following exceptions apply to Hijack and Kidnap and Ransom in addition to the Policy Exceptions at the back of this policy.***

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We will not be liable for any claim

- (1) for an Insured Person within the United Kingdom or their normal Country of Residence (if different)
  - (2) relating to any criminal or fraudulent act of The Policyholder or the Insured Person
  - (3) if The Policyholder or the Insured Person has had Kidnap insurance declined or cancelled in the past
  - (4) for any Kidnap which occurs in Afghanistan, Columbia, Mexico, Nigeria, Phillipines or Venezuela unless agreed by Us in writing
  - (5) for any sums You become legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following Kidnap or alleged negligence in not preventing Kidnap.
- 

## Extensions to Cover

### Life Threatening Situation Expenses

In the event that an Insured Person becomes involved in a situation where Our Security Consultants agree that the Insured Person's life is in danger We will pay You for any reasonable and necessary costs incurred by Our Security Consultants in extricating the Insured Person from such situation up to a maximum limit of £25,000 for all claims in any Period of Insurance.

All decisions are intelligence based: Our in-house analysts monitor the situation in the country concerned and where possible We establish contact with a consultant in that country. Every situation is unique and the decision to deploy on-ground consultants will be based on the traveller and their individual needs assessed by Our Security Consultants.

---

## Exceptions

***The following exceptions apply to Life Threatening Situation Expenses Cover in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any Life Threatening Situation Expenses claim

- (1) where the Life Threatening Situation is due to any unpaid debt or criminal or fraudulent act of the Insured Person
- (2) incurred in the United Kingdom or the Insured Persons Country of Residence (if different)
- (3) where the Insured Person has deliberately exposed themselves to undue peril
- (4) where after commencement of an Insured Journey, warnings to leave have been given by Our Security Consultants or the British Government via the Foreign and Commonwealth Office and the warnings have not been acted upon in a timely manner
- (5) incurred in relation to Hijack or Kidnap
- (6) for any sums the Insured Person becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by You in defence of such action as the result of alleged negligence or incompetence in extrication from the Life Threatening Situation or alleged negligence in not preventing the involvement of the Insured Person in such a situation.

---

## Conditions

***The following conditions apply to Hijack and Kidnap and Ransom in addition to the Policy Conditions at the back of this policy.***

- (1) You must make a reasonable effort not to disclose the existence of this insurance.
- (2) You must inform Our Security Consultants immediately in the event of any circumstances that could give rise to a claim under this section. Their telephone number is +44 207 741 2074.
- (3) You must provide Our Security Consultants with all assistance and information in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of Our Security Consultants.

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## Personal Liability - Cover

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or Accidental Bodily Injury to any other person or Accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition notwithstanding that Our total liability does not exceed the limit of liability shown in The Schedule.

---

## Exceptions

***The following exceptions apply to Personal Liability in addition to the Policy Exceptions at the back of this policy.***

We will not be liable for any claim arising from

- (1) any liability in respect of Accidental death or Accidental Bodily Injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any employee or agent of the Insured Person or liability arising out of the ownership possession or use by the Insured Person of any land or buildings, or liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement
- (4) liability which is the result of any claim resulting from the transmission of any communicable disease or virus
- (5) liability which is the result of any wilful malicious or unlawful act
- (6) any punitive or exemplary damages.

---

## Conditions

**The following conditions apply to Personal Liability in addition to the Policy Conditions at the back of this policy.**

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Policy and shall provide Us with such particulars and information as We may require and shall forward to Us immediately on receipt every letter, writ, summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) Neither You nor any Insured Person must admit any liability or pay, offer to pay or negotiate any claim without Our prior written consent.
- (3) We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other person(s) and the Insured Person shall give all information and assistance required.
- (4) We may at any time at Our sole discretion pay to the Insured Person a sum equal to the limit of indemnity for Personal Liability stated in The Schedule in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in the liability of the Insured Person to pay a sum in excess of the limit of indemnity for Personal Liability stated in The Schedule Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bear to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.
- (6) Our liability under Personal Liability for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in The Schedule.

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## Legal Expenses - Definitions

**The following definitions apply to Legal Expenses in addition to the Business Travel Section Definitions and the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

### Appointed Representative

The lawyer or other suitably qualified person

- (1) appointed by Us to act on Your behalf
- (2) nominated by You.

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### Costs and Expenses

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to or authorised.

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### Legal Proceedings

Legal action for the pursuit of a claim for damages.

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### Medical Treatment

The consultation in respect of and treatment of an illness or bodily injury conducted by a Qualified Medical Practitioner or dental practitioner who is or has been responsible for the clinical care of an Insured Person.

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### Prospects of Success

In respect of all claims it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

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## Cover

We will negotiate on Your behalf for Your legal rights to bring Legal Proceedings to pursue a civil claim resulting from an incident, for which You are not at fault which causes the death of or personal injury to an Insured Person during an Insured Journey, provided that

- (1) the insured incident occurs during the Period of Insurance
- (2) Prospects of Success exist for the duration of the claim
- (3) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (4) the maximum amount We will pay for Costs and Expenses for any one Insured Person in respect of any or all claims arising from one cause is £50,000
- (5) an Insured Person or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

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## Conditions

**The following conditions apply to Legal Expenses in addition to the Policy Conditions at the back of this policy.**

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### (1) Claims - An Insured Person's Duty

An Insured Person must report an insured incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

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### (2) Claims - Legal Representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
  - (b) If it is necessary to start court proceedings or there is a conflict of interest, You are free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
  - (c) If We do not agree to Your choice of Appointed Representative under condition 2b above, You may choose another suitably qualified person.
  - (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent You. We and You must accept such choice.
  - (e) In all other circumstances We will be free to choose an Appointed Representative.
  - (f) An Appointed Representative will be appointed by Us and represent You according to Our standard terms of appointment (which may include a 'no win no fee' agreement). The Appointed Representative must co-operate with Us at all times.
- 

### (3) Claims - Our Rights to Your Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
  - (b) You must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
  - (c) At Our request You must give the Appointed Representative any instructions that We require.
  - (d) You must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
  - (e) If You do not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
  - (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.
- 

### (4) Discontinuance of a Claim

If You

- (a) settle a claim or withdraw a claim without Our prior agreement
- (b) do not give suitable instructions to the Appointed Representative
- (c) dismiss an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim from You any Costs and Expenses We have incurred.

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### (5) Recoveries

You must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

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### (6) Disputes

If any difference arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

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## (7) Arbitration

You have the right to refer any difference that arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and You.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbitrator's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

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## (8) The Most We Will Pay

The most We will pay for each Insured Person in respect of any or all claims arising from one cause is £50,000.

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## Exceptions

***The following exceptions apply to Legal Expenses in addition to the Policy Exceptions at the back of this policy.***

We will not pay any claim

- (1) if You do not keep to the terms, conditions and exceptions under Legal Expenses
- (2) where You are more specifically insured under another policy or in respect of any amount which You cannot recover from a more specific insurance because the insurer of that insurance refuses the claim
- (3) relating to the Insured Person driving a motor vehicle without a valid licence and/or insurance
- (4) relating to any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event
- (5) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air
- (6) in respect of libel or slander
- (7) for Costs and Expenses incurred prior to Our written acceptance of a claim
- (8) for Costs and Expenses which have been incurred by the Appointed Representative on a contingency fee basis
- (9) in respect of any legal action an Insured Person takes which We have not agreed to or where an Insured Person does anything to hinder Us or the Appointed Representative
- (10) deliberately or intentionally caused by the Insured Person or as a result of the Insured Person's criminal act
- (11) for any fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority
- (12) in respect of an application for judicial review
- (13) relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section
- (14) for a dispute with Us other than as catered for in conditions 6 and 7 Legal Expenses
- (15) against a tour operator, travel agent, insurer or their agent, a member of Your family, another Insured Person under this policy, the Policyholder or Us
- (16) for anything mentioned in the Policy Exceptions at the back of this booklet.



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## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

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### Acquisition

If You acquire a new company or business and the staff from that business is added to this insurance We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

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### Age Limits

Unless otherwise agreed by Us and specifically noted in this policy no person aged

- (1) 65 or over in respect of sickness section
- (2) 85 or over in respect of Group Personal Accident and Business Travel

at the commencement of the Period of Insurance will be covered by this policy.

---

### Alteration of Risk

If

- (1) there has been any alteration to The Business and/or the occupation or pursuits of any Insured Person after the effective date of the current Period of Insurance which increases the risk of loss, liability, destruction, damage, accident or injury, or
- (2) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### Assignment

You may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

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### Associated Companies

Where associated companies are covered You shall provide a list of these to Us.

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### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

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### Cessation of Employment

Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.

---

## Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (2) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (3) provide Us at Your own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
- (4) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person shall

- (1) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury or Sickness where We shall pay the fee
- (2) as soon as possible after the occurrence of any Accidental Bodily Injury or Sickness obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

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## Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

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## Fraud

- (1) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not, or
- (2)
  - (a) if a false declaration or statement is made
  - (b) if a fraudulent device is usedin support of a claim

We may at Our option

- (1) avoid the policy from the inception of this insurance, or
- (2) cancel the policy from the date of the claim or alleged claim and repudiate the claim, or
- (3) repudiate the claim.

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## Identification

The policy and The Schedule will be read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

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## Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal, for movements in the indices. The following indices shall apply unless otherwise specified by Us:

- (1) Any buildings and tenants improvements item, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
- (2) Other items, The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise. These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay for Claims.

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## Interest

We will not pay interest on any claim payable.

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## Non Disclosure, Misrepresentation or Misdescription

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

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## Reasonable Precautions

You must take all reasonable precautions to prevent

- (1) loss, destruction or damage to the property insured
- (2) accident or injury to any person or loss, destruction or damage to their property

and must comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

## Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (1) providing Us with any additional information.
- (2) completing any actions agreed between You and Us.
- (3) allowing Us to complete any actions agreed between You and Us.

If this is the case, then The Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

- (1) modify Your premium.
- (2) amend the terms and conditions of this policy.
- (3) exercise Our right to cancel Your policy under Policy Condition Cancellation.
- (4) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (1), (2) and (3) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

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## The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.



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## Policy Exceptions

***The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.***

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This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) War in the Insured Person's Country of Residence or secondment
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to 1 (a) aboveThe above exclusion shall be inoperative for an Insured Person in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad.
- (2) the Insured Person engaging in any kind of flying as a pilot
- (3) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
- (4) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury other than Replacement Recruitment Expenses and Repatriation of human remains
- (5) the Insured Person's own criminal act
- (6) any claim incurred in or in respect of travel to any of the following countries  
Afghanistan, Iran, Iraq, Mali, North Korea, Somalia, Syria and Yemen unless referred and agreed by Us in writing
- (7) any circumstance that could have been reasonably foreseen as giving rise to a claim for Cancellation Travel Delay or Missed Departure at the time an Insured Journey was booked.

