

# **Group International Emergency Medical Expenses & Travel Insurance**

0345 450 85 49

www.bannergroup.com

Harrison Beaumont Insurance Services Limited (HBIS), trading as Banner Financial Services, is registered in England & Wales No. 4582221. Registered office: Pond Hall, Pond Hall Road, Hadleigh Suffolk IP7 5PP. HBIS is authorised and regulated by the Financial Conduct Authority. BAN283 (0422)

This policy (and the **Schedule** and any endorsements which form an integral part of the insurance) is a legal contract. Please examine it thoroughly to ensure it meets the **Insured's** requirements. If it does not, the **Insured** must advise their **Insurance Intermediary** immediately.

This policy is a contract between the **Insured** (named in the **Schedule**) and Antares Syndicate 1274 at Lloyd's (hereafter referred to as **Underwriters**, **Us**, **Our**, **We**).

Provided the premium specified in the **Schedule** has been paid in the required manner, **We** will provide the insurance specified in this policy during the **Period of Insurance**.

Antares Managing Agency Limited is the managing agent for Antares Syndicate 1274 at Lloyd's. Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 06646629). Registered address is 21 Lime Street London EC3M 7HB.

#### **IMPORTANT NOTES:**

THIS IS NOT A PRIVATE MEDICAL INSURANCE POLICY AND WILL NOT RESPOND IN THE SAME WAY A PRIVATE MEDICAL INSURANCE POLICY DOES.

THIS POLICY RESPONDS TO MEDICAL EMERGENCIES AND ASSISTANCE AND REPATRIATION WHERE NECESSARY.

SHOULD YOU REQUIRE A MORE COMPREHENSIVE MEDICAL EXPENSES COVER YOU SHOULD SEEK A SEPARATE PRIVATE MEDICAL INSURANCE POLICY.

This policy (which includes all endorsements attached to it) is only valid when issued in conjunction with a numbered, signed and dated **Schedule**.

Please read this policy and attaching **Schedule** very carefully. **We** are relying upon the information the **Insured** provides to **Us**, either directly or through the **Insured's Insurance Intermediary**, in deciding whether to provide the **Insured** with this policy and on what terms and at what premium. If there are any errors or the coverage or benefits provided do not meet the **Insured's** requirements, the **Insured** should return it immediately to the **Insurance Intermediary** who sold the **Insured** the policy originally.

If the information the **Insured** has provided **Us** is inaccurate or incomplete, and **We** establish that the **Insured** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this policy as if it never existed and decline all claims. If **We** establish that the **Insured** carelessly provided **Us** with false or misleading information, then the cover and benefits under this policy could be affected and **We** might, for example:

- Treat this policy as if never existed and return the Insured's premium paid; or
- Cancel the Insured's Policy and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

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# IMPORTANT CONTACT DETAILS MEDICAL ASSISTANCE (24 HOUR) HELPLINE

If an **Insured Person** suffers **Illness** or **Bodily Injury** which requires immediate medical assistance and/or hospitalisation whilst on a trip the **Insured**, or **Insured Person** must contact CEGA Assistance (CEGA) on the telephone number provided below, which is also shown in the **Schedule**, before seeking treatment.

Telephone: + 44 (0) 1243 621173

Email: <u>assistance@cegagroup.com</u>

The information the **Insured or Insured Person** will be required to provide is:

1.	The Insured Person's name.
2.	The Policy number (if known).
3.	The name of the Insured Person's employer, company or organisation.
4.	The telephone, email address or facsimile number on which an <b>Insured Person</b> or the <b>Insured</b> or their representatives can be reached.
5.	The Insured Person's address abroad.
6.	Details of the medical problem, the <b>Hospital</b> and the name of <b>Medical Practitioner</b> conducting treatment.

Medical assistance services provided by the team:

24-hour Service	Access to multi-lingual co-ordinators through the emergency telephone lines operating 24 hours a day 365 days a year. The co-ordinators are trained in worldwide <b>Hospital</b> procedures.
<b>Evacuation Services</b>	Evacuation or repatriation can be arranged, depending on the circumstances, by air ambulance or scheduled airline and if medically necessary attended by a fully equipped medical team.
Medical Staff	A qualified team of <b>Medical Practitioners</b> and nurses are on hand to ensure that the mostappropriate medical treatment is provided.
Direct Billing	Direct billing with <b>Hospitals</b> can be arranged, removing the cost and inconvenience of using personal cash or credit card.

CEGA may be contacted at any time, should the **Insured Person** require advice or assistance regarding all emergency matters.

In the event of an **Insured Person** requiring evacuation/repatriation, it is imperative that CEGA is contacted, and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Failure to contact CEGA and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The **Insured** and the **Insured Person** should not attempt to find their own solution and then expect full reimbursement without prior approval first having been obtained from the CEGA.

In the event that liability cannot be established at the outset of an emergency it is agreed that the first named **Insured** will guarantee payment until such time that liability can be accepted by **Us**.

# CLAIMS CORRESPONDENCE AND NOTIFICATION - NON-EMERGENCY MEDICAL CLAIMS

For non-medical emergency assistance claims other than as stated elsewhere in this policy, the **Insured** (or the **Insured Person** with the permission of the **Insured**) should notify the claim as soon as practicable but no later than ninety (90) days after an incident, **Accident, Bodily Injury or Illness** to **Our** Claims Administrator, at the following address:

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

Telephone (within the UK): +44 (0) 1608 641351

E-mail: enquiries@rogerrich.co.uk

A claim form will be sent once contact is made.

If the **Insured** or the **Insured Person** encounters any issues with this process the **Insured** or **Insured Person** should contact the **Insurance Intermediary** who sold the **Insured** the policy (whose details will appear on correspondence sent to the **Insured**). The **Insurance Intermediary** will be able to assist the **Insured** or the **Insured Person** with making the claim and any further issues that may arise.

# **CARE FIRST - COUNSELLING AND INFORMATION SERVICE**

Provided by Care First a leading UK provider of employee assistance solutions.

Telephone: + 44 (0) 808 168 2142

Care First provides high quality resources for the **Insured's** employees – to help them manage their teams, reduce conflict and solve people problems. Care First can provide the following 3 key services;

Management Support	Provides managers with consultancy trange of people problems. Some of the Bullying and harassment - Sickness absence - Performance issues - Culture and diversity issues	that enables them to deal effectively with a wide e areas covered includes: - Grievance - Disciplinary Procedures - Bereavement - Inter-personal difficulties	
Telephone Counselling	Care First's confidential, professional telephone counselling service can help <b>Insured</b> employees proactively manage stress at work, by providing immediate emotional support, advice and practical information – 24 hours a day, 365 days a year.		
Critical Incident Support	Critical and traumatic incidents can have severe, complex and significant effects on people. Timely professional interventions in times of crisis will help minimise the levels of disruption an incident may have on <b>Insured</b> organisation and its performance. <b>Care First</b> is available to respond 24 hours a day, via their Telephone Counselling Centre.		

# **Claims Co-Operation**

The **Insured** and **Insured Person** shall in a timely fashion and within any time period specified by **Us** provide assistance and co-operate with **Our** or their representatives, in obtaining any records **We** deem necessary to evaluate the incident or claim. In no instance shall **We** be liable to pay any claim hereunder unless the **Insured** and/or an **Insured Person** co-operates with **Us** and/or their representatives in the investigation of the incident or claim.

# **Claims Procedure**

5.

# **Claims Correspondence and Notification:**

Brief details of the claim to be made.

For any occurrence likely to give rise to a claim under this policy, the **Insured** or **Insured Person** shall give notice to **Our** claims administrators in writing as soon as practicable and in any case within ninety (90) days with the following initial information:

- The Insured Person's name.
   The policy number (if known).
   The name of the Insured Person's employer, company or organisation.
   The telephone, email address or facsimile number on which an Insured Person or the Insured or their representatives can be reached.
- The **Insured** should also contact their **Insurance Intermediary** who sold them this policy as soon as practicable, but no later than ninety (90) days of the occurrence. The **Insurance Intermediary's** address and telephone number willappear on their correspondence with the **Insured**.

# RECIPROCAL HEALTH AGREEMENTS & GENERAL TRAVEL ADVICE

If an **Insured Person** is travelling to countries not covered by a reciprocal heath agreement between the United Kingdom and the country in which the **Insured person** is travelling, the **Insured Person** can use a valid Global Health Insurance Card (GHIC) and can apply by a postal application from the Post Office or online through <a href="https://www.dh.gov.uk/travellers">www.dh.gov.uk/travellers</a> or by telephoning 0845 606 2030. Please note that the GHIC will not provide reciprocal health care arrangements in Iceland, Liechtenstein, Norway and Switzerland.

If **We** agree to pay for a medical expense which has been reduced because the **Insured Person** has a GHIC or private health insurance, **We** will not deduct the excess under Section 5 – Emergency Medical Assistance.

# FOREIGN & COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

Before an **Insured Person** sets off on any foreign travel, they should review the FCDO website at <a href="https://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a>. The site is packed with essential travel advice and tips, plus up-to-date information about the country being travelled to. Any **Insured Person** can subscribe to email alerts. The FCDO can also be contacted on + 44 0845 850 2829.

# WORLD HEALTH ORGANIZATION (WHO)

Along with the FCDO, the WHO website can be a useful tool for any **Insured Person** to check before they travel for further in-depth information about the country being travelled to. The website is <a href="www.who.int/countries/en/">www.who.int/countries/en/</a>

# PRIVACY NOTICE

#### WHO UNDERWRITERS ARE

Antares Managing Agency Limited who is the managing agent for Antares Syndicate 1274 at Lloyd's.

# **BASIC INFORMATION**

**Underwriters** collect and use relevant information about the **Insured** and **Insured Persons** to provide the **Insured** with insurance cover or the insurance cover that benefits the **Insured Persons** and to meet **Underwriters'** legal obligations.

This information includes details such as an **Insured** or **Insured Person's** name and any other information that **Underwriters** collect about the **Insured** or **Inured Person** in connection with the insurance cover from which the **Insured** or **Insured Persons** benefit.

In certain circumstances, **Underwriters** may need the **Insured** or **Insured Person's** consent to process certain categories of information about them. Where **Underwriters** need the **Insured** or **Insured Person's** consent, **Underwriters** will ask the **Insured** for it separately. The **Insured** or **Insured Person** does not have to give their consent and the **Insured** or **Insured Person** may withdraw their consent at any time. However, if the **Insured** or **Insured Person** does not give their consent, or the **Insured** or **Insured Person** withdraws their consent, this may affect **Underwriters'** ability to provide the insurance cover from which the **Insured** or **Insured Persons** benefit and may prevent **Underwriters** from providing cover for the **Insured** or **Insured Persons** or handling any claims.

The way insurance works means that the **Insured** or **Insured Person's** information may be shared with, and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Underwriters** will only disclose the **Insured** or **Insured Person's** personal information in connection with the insurance cover that **Underwriters** provide and to the extent required or permitted by law. **Underwriters** will never sell any personal information the **Insured** or **Insured Persons** provide **Underwriters**.

# OTHER PEOPLE'S DETAILS THE INSURED PROVIDES TO UNDERWRITERS

Where the **Insured** provides **Underwriters** or the **Insured's** agent or broker with details about other people, the **Insured** must provide this notice to them.

# **WANT MORE DETAILS?**

For more information about how **Underwriters** use the **Insured** or **Insured Person's** personal information please see **Underwriters'** full privacy notice(s), which is available online on the **Underwriter's** website or in other formats on request. Website <a href="https://antaresunderwriting.com/privacy-policy/">https://antaresunderwriting.com/privacy-policy/</a>

# **CONTACT DETAILS**

The **Insured** and **Insured Persons** have rights in relation to the information **Underwriters** hold about them, including the right to access their information. If the **Insured** or **Insured Persons** wish to exercise their rights, discuss how the **Underwriters** use their information or request a copy of the **Underwriters** full privacy notice(s), please contact the **Underwriters** at:

Antares Managing Agency Ltd 21 Lime Street London EC3M 7HB

Email: Compliance2@gicglobal.com

Telephone: +44 (0) 20 7959 1900

# COOLING-OFF PERIOD AND CANCELLATION

If this policy does not meet the **Insured's** requirements and the **Insured** wishes to cancel this policy, the **Insured** must notify the **Insured's Insurance Intermediary** who arranged this policy for the **Insured** within the cooling-off period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified inthe **Schedule** or within fourteen (14) days from receipt of the policy documents from the **Insured's Insurance Intermediary**, whichever time period is later.

If the **Insured** or **Insured Person** has not made a claim during this cooling-off period, **We** will refund the premium the **Insured** has paid to **Us** in full to the **Insured** via the **Insured's Insurance Intermediary**. Please contact the **Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to the **Insured**.

After the cooling off period the **Insured** may cancel this policy by giving thirty (30) days written notice to **Us**. Provided that no claim has been paid or is payable and no occurrence which could give rise to a claim under this policy,the return premium to be calculated will be based upon the period of cover the **Insured** or **Insured Person** has had.

An **Insured Person** has no rights of cancellation under this policy, nor any right to a premium refund.

# **Our Rights to Cancel this Policy**

**We** may cancel this policy or any cover hereunder by giving thirty (30) days written notice to the **Insured** at their last known address.

We will only do this for a valid reason, for example:

- Failure to pay the premium;
- Non-cooperation or failure to supply information or documentation upon request;
- A change in risk occurring such that We are no longer able to provide the insurance cover.

If this policy is cancelled by **Us**, **We** will refund the premium less the amount of premium which relates to the time period under which cover has been provided under this policy.

Where **We** cancel the policy due to fraud, the policy will be cancelled from the time of the fraudulent act and there will be no premium refund.

# **DEFINITIONS** (applicable to all Sections)

Wherever the following words appear in bold they will have the meanings shown below

#### Accident

means a sudden, unexpected, unusual, specific, external occurrence which happens at an identifiable time and place during the period of this insurance.

# **Bodily Injury**

means identifiable physical Bodily Injury which

- is caused by an Accident, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such **Bodily Injury**) which results in the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

#### Child/Children

Any child/children of an **Insured Person** who is/are unmarried and dependent and under eighteen (18) years of age or under 25 years of age if in full-time education or under 40 if dependent due to reason of mental or physical disability.

# **Country of Domicile**

The country in which the **Insured Person** is habitually resident during the period of this insurance. Where the **Insured Person** is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the **Insured Person's country of domicile.** 

# **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or the **Insured Person** or any other party.

#### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

# **Cyber Incident**

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

#### **Employee**

Any **Person** under a contract of employment, service or apprenticeship with the **Insured**.

# **Event**

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific occurrence which happens at an identifiable time and place.

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

The **Insured** or the **Insured Person** may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an **Event**. If any **Event** is of greater duration than the above period the **Insured** or the **Insured Person** may divide that **Event** into two or more **Events** provided that no two periods overlap and provided no period commences earlier than the date and time of the **Insured** or **Insured Person's** first recorded individual loss arising out of the **Event**.

#### **Excess**

The first amount of each and every claim that the **Insured** or **Insured Person** shall pay and for which **We** shall not be liable.

#### **GDPR**

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and any implementing, derivative or related legislation, rule or regulation of the European Union, or the UK with respect to Personal Data (including but not limited to (where relevant) section 3 of the European Union (Withdrawal) Act 2018 and as subsequently amended including by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

# Hospital

Any institution which meets fully every one of the following criteria

- A. Maintains permanent and full time facilities for the care of overnight resident patients and
- B. Has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
- C. Continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with Equivalent qualifications and
- D. Is not other than incidentally an institution which provides full time facilities for:
  - i) mentally **III** or mentally handicapped persons;
  - ii) nursing or convalescing;
  - iii) aged persons of 70 years or more;
  - iv) drug addicts;
  - v) alcoholics.

# III / Illness

A sickness or disease that first manifests itself during the **Insured Journey**.

# **Incidental Leisure Trip**

A period of holiday up to (five) 5 days immediately prior to or following a business trip undertaken onbehalf of the **Insured**.

# **Immediate Family**

Mother, father, step mother/father, grandparents, child(ren), step child(ren), partner's/civil partner's child(ren)/step child(ren).

# **Insurance Intermediary**

The broker who arranged and concluded this contract of insurance for the **Insured**.

# Insured

As detailed in the Schedule.

# **Insured Journey**

Any trip commencing during the period of this insurance in connection with the business of the **Insured**, involving travel outside the **Insured Person's country of domicile** and shall start from the time of leaving home or the normal place of business (whichever is left first) and continue until arrival back at home or the normal place of business (whichever is reached last).

# **Insured Person**

Any **Person** working on behalf of and with the permission of the **Insured** and also including their **Partner** and **Children** whilst accompanying them on an **Insured Journey**.

# **Medical Practitioner**

Any suitably qualified medical practitioner registered by the General Medical Council in the **Insured Person's Usual Country of Domicile** (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- An Insured Person:
- A member of the Immediate Family of the Insured Person;
- 3. An **Employee** of the **Insured**;

# **Partner**

The spouse, domestic partner or civil partner of an **Insured Person**.

#### Period of Insurance

The period shown in the **Schedule** or subsequently amended by endorsement.

# **Property**

- 1. Personal effects owned by or the responsibility of an **Insured Person** and/or;
- 2. Business equipment taken by an **Insured Person** on a trip or acquired by the **Insured Person** in the course of such trip during the **Insured Journey**.

#### **Proposal**

The proposal form or statement of fact including any renewal declaration and information supplied by or on behalf of the Insured.

#### Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death of people or animals.

#### Schedule

The document attached to and forming part of the policy showing details of the cover the **Insured** has purchased which are specific to them and to any **Insured Person(s)**.

# **Terrorist Activity**

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** may include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity may either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

# **Total Disablement or Total Disability**

An **Insured Person's** complete physical inability to attend to their usual business or occupation solely as a result of a **Bodily Injury** or **Illness** and independently of any other cause.

#### We / Us / Our / Underwriters

Antares Managing Agency Limited, as managing agent for Antares Syndicate 1274 at Lloyd's.

## **Utilisation of Biological Weapons of Mass Destruction**

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death of people or animals.

# **Utilisation of Chemical Weapons of Mass Destruction**

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death of people or animals.

# **Utilisation of Nuclear Weapons of Mass Destruction**

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death of people or animals.

# War

Any activity arising out of, or any attempt to participate in, the use of military force between nations including:

- 1. Hostilities or warlike operations (whether war be declared or not);
- 2. Invasion, civil war, rebellion, insurrection, revolution;
- 3. Act(s) of an enemy foreign to the nationality of the **Insured Person** or the country in, or over which the act occurs;
- 4. Civil commotion assuming the proportions of, or amounting to, an uprising;
- 5. Overthrow of the legally constituted government;
- 6. Military or usurped power;
- 7. Explosions of war weapons;

# 8. Terrorist Activity;

9. Murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

# **GENERAL CONDITIONS (applicable to all Sections)**

# **Access to Additional Materials**

The **Insured** and/or any **Insured Person** under this policy shall furnish to **Us**, or **Our** designated representatives, all information, documentation and medical information that **We** may require at any time during the term of this policy, or until resolution of all claims, whichever is later.

# **Acquisition Clause**

If during the period of insurance the **Insured** acquires or creates any new office, branch, subsidiary or associated company either directly or through one of its subsidiaries ("**Acquired Entity**") cover shall automatically apply to such Acquired Entity from such date of acquisition or creation of the Acquired Entity provided either the wage roll or number of **Insured persons** or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal at no additional charge. Otherwise, **We** agree to providecover from the date of creation or acquisition of the Acquired Entity for a period of 30 days during which time the **Insured** shall provide any additional information and pay any additional premium as may be required by **Us**, and if the **Insured** does not do so there shall be no cover whatsoever for such Acquired Entity (from the date of creation or acquisition of the Acquired Entity).

# **Change of Business**

The **Insured** shall, within thirty (30) days, notify **Us** of any change in the nature of their business, trade or profession and at which time **We**, at **Our** option may amend the cover and/or amend the premium.

#### Contribution

Where a claim is made against **Us** and there is more than one contract of insurance in force covering the same interest, against the same loss against the same subject matter, **We** are entitled to call upon any other insurers liable for the same to make a rateable contribution towards the loss.

# **Currency Conversion**

Should any payment be required to be made in a different currency to that shown on the **Schedule**, the rate of exchange used shall be as published on <a href="https://www.oanda.com">www.oanda.com</a> at the date of loss.

# **Cyber Clarification**

Except for Section 3 Cancellation, Curtailment (Including Replacement and Rearrangement) and Change of Itinerary (only), **We** will pay for any otherwise covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the policy's full terms, conditions, limitations and exclusions.

# **Fraudulent Claims**

If any claim submitted under this policy by the **Insured** or an **Insured Person** or by any **Person** acting on behalf of the **Insured** or an **Insured Person** shall in any respect be through concealment, misstatement or deliberative provision of false information **We** shall be under no liability to make payment in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information within 30 days of **Our** request for the payment of such monies. In this event **We** will cancel this policy from the time of the fraudulent act and not refund any premiums.

#### Interest

No sum payable by **Us** under this policy shall carry interest.

# **Premium Adjustment**

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

# **Right to Medical Records and Medical Examination**

Following notice of a claim, an **Insured Person** shall provide, when requested by **Us**, all authorisations necessary to obtain such **Insured Person**'s medical records. **We** have the right to have an **Insured Person** examined by a **Medical Practitioner** or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may request.

#### **Affordable Care Act**

This policy is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This policy does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This policy is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain **US** citizens and **US** residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. **You** should consult **Your** attorney or tax professional to determine if ACA's requirements are applicable to **You**.

#### **Due Care**

The **Insured** and each **Insured Person** must take all steps to avoid or minimise the risk of any **Accident**, **Illness**, **Bodily Injury**, loss or damage and must alsomake every effort to recover any **Property** which has been lost or stolen.

# Contracts (Rights of Third Parties) Act 1999 Clarification

A person who is not a party to this policy including any **Insured Person** has no right whether under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this contract.

The **Insured** and **Us** may vary or rescind the contract without the consent of any third party who may assert they have rights to this contract under the Contracts (Rights of Third Parties) Act 1999.

# WHAT IS COVERED

# **SECTION 1: PERSONAL ACCIDENT COVER**

# Cover

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** which within two years is the sole and independent cause of death or disablement **We** will pay to the **Insured** the appropriate Benefit shown in the **Schedule** subject to the limits and any sub-limits detailed in the **Schedule** and any applicable percentages set out below.

# Benefits payable:

- 1. Death
- 2. The amount payable for Benefit 2 shall be a percentage of the amount shown in the **Schedule**. The following scale states the percentages applicable to the forms of disablement specified. For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the **Insured Person's** occupation. The appropriate percentage shall be applied to the amount for Benefit 2 shown in the **Schedule** or to the limit per **Insured Person** under Benefit 2 whichever is the lesser:

Loss of Sight (both eyes)	100%				
Loss of Speech	100%				
Loss of Hearing:					
in both ears	100%				
in one ear	40%				
Loss of Limb	100%				
Loss by permanent physical severance					
•					
one big toe	15%				
	Loss of Speech Loss of Hearing: in both ears in one ear Loss of Limb				

e)	one big toe	15%		
f)	any other toe	6%		
g)	one thumb	30%		
h)	one forefinger	20%		
i)	any other finger	10%		
Permanent total loss of use of:				
j)	shoulder or elbow	25%		

j) shoulder or elbow 25% k) wrist, hip, knee or ankle 22%

Removal by surgical operation of:

l) lower jaw 30%

- 3. Permanent Total Disablement
- 4. Temporary Total Disablement

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

Permanent Total Disablement means disablement which prevents the **Insured Person** from attending to all aspects of any business or occupation for which the **Insured Person** is practically suited by training, education, industry knowledge or experience and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

# Temporary Total Disablement

means disablement which prevents the **Insured Person** from attending to all aspects of the **Insured Person's** business or occupation.

# **Loss of Hearing**

shall be considered as having occurred:

- In both ears, if an Insured Person is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or
- 2. In one ear, if the **Insured Person's** degree of hearing is classified in that ear as Hearing loss between 71 95dBHL (Decibels Hearing Level) on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement.

# **Loss of Limb or Limbs**

means permanent and complete loss of or loss of use of a limb or limbs at or above the knee or wrist.

# **Loss of Sight**

shall be considered as having occurred:

- 1. In both eyes, if an **Insured Person's** name is added to theRegister of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope or prospect of improvement; or
- 2. In one eye, if the degree of sight remaining after correction is 3/60or less on the Snellen Scale and is without hope or prospect ofimprovement.

#### Loss of Speech

shall be considered as havingoccurred if an **Insured Person** is declared totally unable to communicate by voice, on theauthority of a **Medical Practitioner** and/or a registered qualified speech therapist and is without hope or prospect of improvement.

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

#### **Benefits**

- i. We will not pay in respect of any one Insured Person more than one of Benefits 1 to 3 in connection with the same Accident;
- ii. On the happening of an **Accident** giving rise to a claim for 100% of the amount for any of Benefits 2 to 3 this policy will not cover any further **Accident** to that **Insured Person**;
- **iii. We** will pay any amount claimed for Benefit 4 in addition to any amount claimed under Benefits 1 to 3 inconnection with the same **Accident**;
- iv. If Benefit 1 is not included, but Benefits 2-3 are included We will not pay any claims for items under Benefits 2-3 if the Insured Person dies during the 13 week period following the date of the Accident. If the Insured Person is covered under Benefit 1 but the limit is less than Benefits 2 3 then We will only pay Benefit 1 If the Insured Person dies in the 13 weeks following the date of the Accident.
- v. If Benefit 2 is claimed in respect of the same **Insured Person** for more than one form of **Bodily Injury** as the result of the same **Accident** the total of the percentages payable shall not exceed 100% of the amount for Benefit 2. If a claim is payable for loss of use of a whole member of the body a claim for parts ofthat member cannot also be made;
- vi. Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**:
  - 1. Permanent Total Disablement shall read, "Total disablement caused other than by Loss of Limb orLimbs or Loss of Sight or Loss of Speech or Loss of Hearing, which entirely prevents the Insured Person from attending to any business or occupation to which the Insured Person is suited by training or experience, and which lasts at least twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement in the opinion of a Medical Practitioner.
  - 2. Temporary Total Disablement will not be payable

# Disappearance

In the event of the disappearance of an **Insured Person**, if after 12 months and having examined available evidence **We** believe that death has occurred as a result of **Bodily Injury** following an **Accident**, Benefit 1 shall become payable subject to a signed undertaking by the **Insured** that if the **Insured Person** is subsequently found to be alive such amount shall be refunded to **Us**.

# **Exposure**

If an **Insured Person** suffers death or disablement as a result of exposure to the elements **We** will consider that as having been caused by **Bodily Injury** following an **Accident**.

#### Minors

If the Insured Person is aged seventeen (17) or less and is not one of the Insured's employees

- A. The amount for Benefit 1 will be limited to GBP 10,000
- B. For the purposes of Benefit 3 **Permanent Total Disablement** shall mean disablement which prevents the **Insured Person** from attending to gainful employment of any and every kind which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.
- C. No amount will be payable under Benefit 4.

# Special Extensions applying to this Section:

# Catastrophe

If during an **Insured Journey** an **Event** results in payment of the death benefit for five or more **Insured persons**who are covered under the Personal Accident Section of this policy **We** will pay to the **Insured** an additional 25% on top of the amount payable in respect of those five or more **Insured persons** subject to the limits and sub-limits as detailed in the **Schedule**.

#### **Coma Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay GBP 50 per full 24 hours up to a maximum of 104 weeks any one **Insured Person** while they remain in a continuous unconscious state.

#### **Convalescence Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2, 3 or 4 is claimed **We** will pay necessary expenses incurred with **Our** prior written consent to employ the services of a chauffeur, domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** disablement up to GBP 100 per week to a maximum GBP 10,000 any one **Insured Person** 

# **Disability Assistance**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2 or 3 is claimed **We** will pay necessary expenses incurred with **Our** prior written consent to make alterations to the **Insured Person's** home, car or workplace as a direct and necessary result of the permanent disability suffered up to a maximum of GBP 30,000 any one **Insured Person.** 

# Special Exceptions applying to this Section:

We will not pay any Benefit where **Bodily Injury** following an **Accident** is the result of or is contributed to by:

- Illness or disease (but not Illness or disease resulting from Bodily Injury following an Accident);
- 2. Any naturally occurring condition or degenerative process;
- Any gradually operating cause.

# **SECTION 2: BAGGAGE**

#### Cover

If during an **Insured Journey** an **Insured Person's** baggage is lost, damaged, stolen or destroyed **We** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the cost of repair or replacement.

# We will pay

At **Our** option either the cost of replacement as new or, for items that can be economically repaired (including clothing) the cost of repair, up to the appropriate limit shown in the **Schedule** in respect of any one **Insured Person** less any amount recoverable from the transport provider.

# Special Extensions applying to this Section

# **Delayed Baggage**

In the event of the **Insured Person's** baggage being lost for more than 4 hours **We** will reimburse the **Insured** on behalf of the **Insured Person** concerned up to GBP 1,500 towards the cost of purchasing emergency replacement clothing, toilet requisites and similar items. Cover under this extension is only applicable during outbound trips.

# Loss of Keys

If during an **Insured Journey** the keys to the external doors, safes or alarms of the **Insured Person's** home or car are lost, damaged, stolen or destroyed **We** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the replacement of the keys and lock mechanisms up to GBP 500.

#### Automatic reinstatement of limit after a loss

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

# **Special Exceptions applying to this Section:**

# We will not pay

- 1. More than GBP 1,500 or 25% of the appropriate limit whichever is the greater in respect of any one item;
- 2. For loss or damage, theft or destruction of money and credit cards;
- For loss or damage or destruction caused by:
  - A. Wear and tear, depreciation, moth, vermin, chipping, scratching, breakage of glass, china or other Fragile items, atmospheric or climatic conditions or any other gradually operating cause;
  - B. Any process of cleaning dyeing repairing or restoring;
  - C. Delay confiscation or detention by order of any government or public authority.
- 4. For mechanical or electrical breakdown or derangement;
- 5. For loss, damage, theft or destruction of trade samples exceeding GBP 1,000 in total or where insured under a more specific insurance;
- 6. For any baggage that is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading:
- 7. For any consequential loss;
- 8. The first GBP 50 of any claim.

# SECTION 3: CANCELLATION, CURTAILMENT (INCLUDING REPLACEMENT AND REARRANGEMENT) AND CHANGE OF ITINERARY

### Cover

#### Cancellation

If the **Insured** or the **Insured Person** is forced to cancel an **Insured Journey** as a direct and necessary result of any cause outside the **Insured's** or the **Insured Person's** control including volcanic ash **We** will reimburse the **Insured** for all deposits, advance payments and other charges for transport and accommodation.

#### Curtailment

If the **Insured** or the **Insured Person** is forced to cut short an **Insured Journey** and return to their **Country of Domicile** as a direct and necessary result of any cause outside the **Insured's** or the **Insured Person's** control including volcanic ash **We** will reimburse the **Insured** 

- A. For all non-recoverable deposits, advance payments and other charges for transport and accommodation;
- B. For the additional cost of travel and accommodation necessarily incurred to return the **Insured Person** to their **Country of Domicile**.

# Replacement and Rearrangement following Curtailment

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

- A. The sending of a replacement for the **Insured Person** to assume the duties of that **Insured Person**;
- B. Rearrangement of the **Insured Person's Insured Journey** to resume his or her duties within six months of curtailment.

# **Change of Itinerary including Missed Departure**

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

# We will pay

up to the cost of the **Insured Journey** including those trips on the **Insured's** business funded wholly or in part by air miles but not exceeding the appropriate limit in respect of any one **Insured Person** subject to the **Event** limit as detailed in the **Schedule**.

# Special Exceptions applying to this Section:

We will not pay

The first GBP 50 of any claim nor in respect of any claim as a result of:

- 1. Disinclination to travel;
- 2. The Insured Person committing or attempting to commit suicide or as a result of self-inflicted Bodily Injury;
- 3. The **Insured Person** engaging in flying of any kind other than as a passenger;
- 4. Redundancy of the **Insured Person** or any of the **Insured's** employees;
- 5. The **Insured's** financial circumstances;
- 6. The financial failure or omission or neglect of any provider (or their agent) of transport or accommodation;

- 7. Regulations made by any government or public authority;
- 8. Withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any port authority or the Civil Aviation Authority or any similar body in any country;
- 9. Strike, labour, dispute, mechanical breakdown or failure of the means of transport where the strike or industrial action already existed prior to the booking of the **Insured Journey** or of which advance warning had been given prior to the date on which the **Insured Journey** was booked;
- 10. Circumstances involving a **Person** who is travelling or intending to travel against the advice of a **Medical Practitioner** or for the purpose of obtaining treatment;
- 11. The serious **Illness**, **Bodily Injury** or death of a member of the **Insured Person's Immediate Family** or business colleague (over the age of 75 years), validated by a **Medical Practitioner**. This is subject to the individual not being seriously or critically ill at the time of the application and only if the **Insured Journey** is in excess of 120 days continuous duration;
- 12. The serious illness, accidental bodily injury or death of a person who is not a member of the **Insured Person's Immediate Family**:
- 13. The cost of return to the country/place where the secondment is, or overseas placement where the **Insured Person** is contracted to continue working;
- 14. **We** will not pay any claim for any loss, damage, liability, cost or expense arising directly or indirectly out of a **Cyber Act** or **Cyber Incident**;
- 15. We will not pay any claim in any way caused by or resulting from any of the following
  - a) Coronavirus disease (COVID-19);
  - b) Any mutation or variation of COVID-19;
  - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - d) Any mutation or variation of SARS-CoV-2;
  - e) Any epidemic, pandemic or mass outbreak of infectious disease;
  - f) Any fear or threat of a), b), c), d) or e) above (whether actual or perceived).

# **SECTION 4: HIJACK, KIDNAP AND HOSTAGE**

# Cover

We will reimburse the **Insured** as a direct consequence of an **Insured Person** being victim of a **Hi-jack**, during an **Insured Journey** up to the daily amount specified and an amount not exceeding the limit stated in the **Schedule**.

# PROVISIONS APPLYING TO THIS SECTION

If during an **Insured Journey** an **Insured Person** is the victim of a **Hi-jack**, **Kidnap** or taken **Hostage**, the cover shall continue in respect of that **Insured Person** for up to 52 weeks from the date of **Hi-jack**, **Kidnap** or the **Insured Person** being taken **Hostage** until the **Insured Person** returns home.

DEFINITIONS APPLICABLE TO HIJACK – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHERTERMS USED WITHIN THIS SUB-SECTION:

# Hi-jack

The unlawful seizure of, or wrongful taking of control of, an aircraft, ship, train or car in which an **Insured Person** is travelling as a fare-paying passenger.

# KIDNAP AND HOSTAGE EXPENSES

# THE COVERAGE:

We will pay Consultant Costs of up to a maximum of the limit stated in the Schedule if an Insured Person is:

- 1. Kidnapped; or
- 2. Taken Hostage;

for a period in excess of 72 hours which starts during the **Insured Journey**.

The maximum payable in respect of **Consultant Costs** under this section is GBP 150,000 in the annual aggregate for all losses under this policy occurring during each **Period of Insurance**.

# DEFINITIONS APPLICABLE TO KIDNAP AND HOSTAGE EXPENSES – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **Consultant Costs**

Fees and expenses of **Underwriters**-chosen consultants incurred during response to a **Kidnap or Hostage** situation, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

# Hostage

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

# Kidnap / Kidnapped / Kidnapping

The seizing, detaining or carrying away by force or fraudulent means of an **Insured Person** against their will (except a **Child** by its parent or guardian) without the consent of that **Insured Person** and without a lawful excuse, for the purpose of demanding cash, monetary instruments, bullion, securities, property or services.

#### Ransom

The sum demanded for the return or redemption of a **Hostage** following their **Kidnap**.

# CONDITIONS APPLICABLE TO KIDNAP AND HOSTAGE EXPENSES – SEE ALSO GENERAL CONDITIONS:

When a Kidnap or Hostage event has occurred or is believed to have occurred the Insured must:-

- 1. inform **Us** and their representatives and provide whatever information is requested as soon as possible;
- inform, or allow Us and representatives to inform the law enforcement authorities in the country where an
  insured event has occurred, of any Ransom demand as soon as is practicable having regard for the
  personal safety of the Insured Person.

On the occurrence of any event likely to give rise to a claim under this sub-section, the **Insured** must immediately contact CEGA.

The representatives can be contacted twenty-four hours a day, seven days a week at the following number:

Telephone: +44 (0) 1243 621173

Email: <u>assistance@cegagroup.com</u>

# IF THE REPRESENTATIVES HAVE NOT BEEN CONTACTED, THEN NO CLAIM WILL BEPAID.

In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any **Insured Person** subsequently found not to be insured under this policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

# **EXCLUSIONS APPLICABLE TO KIDNAP AND HOSTAGE EXPENSES:**

# We will not pay any claim:

- 1. In respect of any fraudulent, dishonest, or criminal acts committed by the **Insured** or **Insured Person**, or any person authorised by or in collusion with them;
- 2. If the **Insured Person** is permanently residing or staying for more than 90 consecutive days in the country where the **Kidnapping** or **Hostage** taking occurs;
- 3. In respect of **Kidnapping** of a **Child** by its parent or legal guardian;
- 4. Where the **Kidnap** or **Hostage** taking occurs in:
  - 4.1 any country located in Central or South America; or
  - 4.2 Afghanistan, Chechnya, Egypt, Iran, Iraq, Israel (West Bank, Gaza and the Occupied Territories), Libya, Nigeria, North Korea, Philippines, Somalia, Sudan and Yemen;
  - 4.3 any country in which the United Nations armed forces are deployed.
- 5. To the extent the **Insured** and/or **Insured Person** can recover any amount from any other insurance policy;
- 6. An **Insured** who has had kidnap insurance cancelled or declined in the past;
- 7. Any claim for an **Insured Person** within their **Country of Domicile**;
- 8. Any amount of money that the **Insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **Insured** in defence of such action, resulting from alleged negligence or incompetence in **Hostage** retrieval operations or negotiations following the **Kidnap** of an **Insured Person** or alleged negligence in not preventing the **Kidnap** of an **Insured Person**;
- 9. Any amount of **money**, **Property** or other consideration surrendered to those responsible for making a **Ransom** demand to an **Insured** or any person authorised to act on behalf of an **Insured**.

# **SECTION 5: EMERGENCY MEDICAL ASSISTANCE**

### Cover

If during an **Insured Journey** an **Insured Person** falls **III** or sustains **Bodily Injury** following an **Accident** that requires immediate medical assistance, **We** will indemnify the **Insured** in respect of **Emergency Medical Expenses** and **Emergency Travel Expenses** which are necessarily incurred as a direct result.

# We will pay

up to the limit in the **Schedule** for all **Emergency Medical Expenses and Emergency Travel Expenses** incurred in respect of any one **Insured Person**.

# Special Definitions applying to this Section

# **Emergency Medical Expenses**

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

- A. incurred during an **Insured Journey** and within two years of the date that the need for treatment first arises;
- B. incurred within the United Kingdom or the Insured Person's Country of Domicile on return from an Insured Journey for an amount not exceeding GBP 50,000 per Insured Person and incurred within three months of the Insured Person's return the United Kingdom or Country of Domicile.

Dental and optical expenses are included only if necessitated by **Bodily Injury** following an **Accident** or incurred for emergency treatment.

# **Emergency Travel Expenses**

The additional costs incurred on an **Insured Journey** (less any saving by or recovery available to the **Insured Person** concerned) of travel, accommodation, rescue and repatriation incurred upon the recommendation of CEGA in respect of the **Insured Person** or of any business colleague, relative or friend who have necessarily had to travel to or remain with or escort the **Insured Person** or the **Insured Person**'s baggage.

# **Funeral Expenses**

If during the course of an **Insured Journey** the **Insured Person** dies **We** will pay up to a maximum of GBP 10,000 for the necessary cost incurred, with **Our** prior consent, of funeral expenses and in the case of death outside the **Insured Person's Country of Domicile** the necessary cost of transporting the body or ashes and the **Insured Person's** baggage to their normal **Country of Domicile**.

# **Hospital Benefit**

If during the course of an **Insured Journey** the **Insured Person** is admitted to a **Hospital** on the recommendation of a **Medical Practitioner We** will pay GBP 50 per full 24 hours up to a maximum of 52 weeks while the **Insured Person** is a **Hospital** in-patient outside the United Kingdom or their **Country of Domicile**.

In addition **We** will pay the necessary costs incurred by the **Insured Person**'s immediate family in respect of travel and accommodation expenses in visiting the **Insured Person** in **hospital** up to GBP 100 per full 24 hours up to a maximum of GBP 10,000 any one **Insured Person**.

# Special Exceptions applying to this Section

# We will not pay

- 1. For any medical expenses incurred in the **Insured Person's Country of Domicile** (other than as provided under Special Definition **Emergency Medical Expenses** B above) or for routine medical expenses (e.g. check-ups and regular medication or for any form or elective or non-urgent treatment);
- 2. Any claim if the **Insured Person** is travelling against medical advice given by a **Medical Practitioner** or, forthe purpose of obtaining treatment;
- 3. Any claim handled by CEGA where it is subsequently found that the person receiving treatment or incurring costs is not an **Insured Person** on an **Insured Journey** in which event such costs will be the sole

- responsibility of the Insured;
- **4.** For any National or Citizen of the United States of America or any **Insured Person** who is domiciled in the USA for any trip to or within the USA;
- **5.** The first GBP 50 of any claim;
- **6.** For medical expenses within the United Kingdom or within the **Insured Person's Country of Domicile** where treatment is available under a national health system or equivalent scheme;
- 7. For routine medical expenses resulting from pregnancy or childbirth;
- **8.** For any medical expenses resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth.

Also for any **Insured Journey** in excess of six months continuous duration We will not pay for:

- 1. Any condition from which the **Insured Person** is known to be suffering and/or for which an **Insured Person** has received professional treatment or consultation during the twenty four (24) months preceding the date of the **Accident**;
- 2. Service or treatment at any long term care facility, spa, hydro clinic or sanatorium that is not a **Hospital**;
- 3. Routine medical examinations (including vaccinations, the issue of medical certificates and attestations);
- 4. Routine eye and ear examinations including the cost of spectacles, contact lenses and hearing aids;
- 5. Any dental treatment which is not emergency dental treatment, prosthesis, corrective devices and medical appliances, falseteeth, crowns, inlays and bridges, orthodontic and endodontic dental care;
- 6. Sexually transmitted diseases;
- 7. Treatment of mental illness or psychiatric disorders:
- 8. Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date:
- 9. Treatment by a family member;
- 10. Treatment that is not scientifically recognised;
- 11. Treatment resulting from participation in **War**, riot, civil commotion or any illegal act including resultant imprisonment;
- 12. Any amount relating to pregnancy or childbirth or resultant sickness or **Illness**;
- 13. Any amount where the **Insured Journey** taken against advice of a **Medical Practitioner**;
- 14. Any amount where an **Insured Journey** is specifically undertaken to have treatment;
- 15. Any amount where the **Insured Person** is under influence of drugs or alcohol other than under direction of a **Medical Practitioner**:
- 16. Any injury, illness, death or loss or expense attributable to HIV or any HIV related illness including AIDS;
- 17. Any amount related to flying other than as a passenger;
- 18. Any amount related to intentional self-inflicted injury or any attempt thereat;
- 19. Any amount related to elective or cosmetic surgery;
- 20. The first GBP 250 of any claim.

# SECTION 6: POLITICAL AND NATURAL DISASTER EVACUATION EXPENSES

#### Cover

# **Political Evacuation Expenses**

If whilst an **Insured Person** is travelling outside of their **Country of Domicile** on business and:

- Officials (local government employees or equivalent) in the country the **Insured Person** is in, recommend that certain employment categories of persons, which employment categories include the **Insured Person**, should leave that country; or
- 2. The **Insured Person** is expelled from or declared persona non grata in the country in which they are situated-

# We will pay:

- Expenses not exceeding the limit stated in the Schedule to return the Insured Person to their Country of Domicile; or
- 2. Expenses not exceeding the limit stated in the **Schedule** to deliver the **Insured Person** to the nearest place of safety; and
- 3. The provision of appropriate security, security escort service and/or appropriate flight(s) home up to the limit stated in the **Schedule**;
- 4. Hibernation options, life support assistance, security, and relocation;
- 5. Where the Insured Person is unable to return to their Country of Domicile, the costs of accommodation, up to a maximum of GBP 100 per day for each Insured Person for a maximum period of ten (10) days. This benefit is not payable in the Insured Person's Country of Domicile.

# **Conditions applicable to Political Evacuation Expenses – See also General Conditions:**

If an incident occurs which may result in Political Evacuation Expense the **Insured or Insured Person** must inform the **Our** representatives, CEGA, who are available twenty-four hours a day, seven days a week at the following number:

Telephone: +44 (0) 1243 621173

Email: assistance@cegagroup.com

# IF THE ABOVE-NAMED REPRESENTATIVES HAVE NOT BEEN CONTACTED, THEN NO CLAIM WILL BE PAID.

- 1. If repatriation expenses are necessarily incurred by **Us** when acting in good faith in respect of any person subsequently found not to be insured under this policy, the **Insured** will reimburse **Us** for all such costs incurred.
- 2. To avoid prejudicing the claim, the **Insured** and/or an **Insured Person** will not try toprovide solutions to medical emergency problems without involving CEGA.

# **Natural Disaster Evacuation Expenses**

# Cover

If whilst an **Insured Person** is travelling outside of their **Country of Domicile** on business and a **Major Natural Disaster** has occurred in the country in which the **Insured Person** is situated, necessitating their immediate evacuation in order to avoid personal risk of **Bodily Injury** or **Illness**:

# We will pay:

- 1. Up to the cost not exceeding the limit stated in the **Schedule** to return the **Insured Person** to their **Country of Domicile**; or
- 2. Up to the cost not exceeding the limit stated in the **Schedule** to deliver the **Insured Person** to thenearest place of safety; and

- 3. Where the **Insured Person** is unable to return to their **Country of Domicile**, the costs of accommodation, up to a maximum of £100 per day for each **Insured Person** for a maximum period of ten (10) days. This benefit is not payable in the **Insured Person's Country of Domicile**.
- 4. The provision of appropriate security, security escort service and/or appropriate flight(s) home up to the limit stated in the **Schedule**;
- 5. Hibernation options, life support assistance, security, and relocation

If an **Insured Person** needs to leave the country they are in, CEGA must be contacted beforehand. Where possible CEGA will make the travel arrangements and in all cases **We** will decide where to send the **Insured Person**.

Definitions applicable to Natural Disaster Evacuation Expenses – See also General Definitions for the meaning of other terms used within this Sub-Section:

# **Major Natural Disaster**

Shall mean:

Geological event: earthquake, volcanic eruption.

Hydrological event: maelstrom, tsunami.

Climatic event: hurricane, tropical cyclone, typhoon, ice storm, tornado.

#### Conditions applicable to Natural Disaster Evacuation Expenses – See also General Conditions:

1. If an incident occurs which is a **Major Natural Disaster** which may give rise to a claim as a result, the **Insured** or **Insured Person** must inform **Our** representatives, CEGA who are available twenty-four hours a day, sevendays a week at the following number:

Telephone: +44 (0) 1243 621173

Email: <u>assistance@cegagroup.com</u>

# IF THE ABOVE-NAMED REPRESENTATIVES HAVE NOT BEEN CONTACTED, THEN NO CLAIM WILL BEPAID.

- 2. To avoid prejudicing the claim, the **Insured** and/or an **Insured Person** will not try toprovide solutions to medical emergency problems encountered without involving CEGA.
- In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith
  in respect of any person subsequently found not to be insured under this policy, the **Insured** will reimburse
  Underwriters for all such costs incurred.

# **Exclusions applicable to Political and Natural Disaster Evacuation Expenses:**

We will not pay any claim:

- 1. Where the **Insured Person** has breached or is accused of breaching the laws or regulations of the countryfrom which they have to be evacuated;
- 2. Where the **Insured Person** fails to produce or maintain immigration, work, residence or similar visas, permits or other documentation necessary to remain in that country;
- 3. Due to debt, insolvency, commercial failure, the repossession of property or any other financial cause;
- 4. Following the **Insured's** or **Insured Person's** failure to honour any contractual obligations or bond or toobey any conditions of a license;
- 5. If the **Insured Person** is a national of the country from which they are to be evacuated;
- 6. Where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its event being foreseeable to the **Insured Person** before they entered the country;
- 7. For expenses necessarily incurred as part of the original travel budget;
- 8. Where the **Insured Person** was travelling solely for leisure purposes;
- 9. Where it is illegal or deemed by **Underwriters** to be too dangerous to evacuate the **Insured Person**.

# **SECTION 7: MONEY AND CREDIT CARDS**

#### Cover

We will reimburse the **Insured** on behalf of the **Insured Person** concerned if during

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

We will pay up to the appropriate limit detailed in the Schedule in respect of any one Insured Person.

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

# Money

Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, traveltickets, current postage stamps, credit cards, petrol and other coupons, driving licence, and green card.

# **Special Exceptions applying to this Section**

# We will not pay

- 1. For losses exceeding GBP 2,000 in respect of coin bank and currency notes;
- 2. For confiscation, errors or omissions in receipts payments or accountancy or depreciation in value;
- 3. Any claim for loss of a credit card unless the **Insured** or the **Insured Person** has complied with all the terms and conditions under which the card was issued where able to do so;
- 4. For any consequential loss;
- 5. The first GBP 50 of any claim.

# SECTION 8: LEGAL EXPENSES

# Cover

We will indemnify the **Insured** for **Legal Expenses** incurred by or on behalf of an **Insured Person** up to an amount not exceeding the limit stated in the **Schedule** in pursuing a claim for damages against any third party who has caused the death or **Bodily Injury** of an **Insured Person** by an **Accident** occurring during an **Insured Journey** during the period of insurance.

# **Special Definitions applying to this Section**

# **Legal Expenses**

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

# **Legal Personal Representative**

A solicitor or other suitably qualified person appointed to act for the **Insured** or the **Insured Person** in any **Legal Proceedings**.

# **Legal Proceedings**

The pursuit of a legal action in a civil court.

# **Special Exceptions applying to this Section**

We will not pay for:

- 1. **Legal Expenses** incurred without **Our** prior written approval;
- 2. Any claim reported to **Us** more than 60 days after the beginning of the incident which led to the claim;
- 3. Claims against **Us** or anyone acting on **Our** behalf, or a travel agent, tour operator or carrier;
- 4. The continued pursuit of any claim where We consider the Insured or an Insured Person does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering damages from such party;
- 5. Legal Proceedings between Insured Persons or between the Insured and any Insured Persons;
- 6. **Legal Proceedings** to obtain satisfaction of a judgement or legally binding decision, or **Legal Proceedings**brought in more than one country;
- 7. **Legal Expenses** incurred in connection with any criminal or willful act;
- 8. Fines, penalties, compensation or damages imposed by a court or other authority;
- 9. The first GBP 50 of any claim.

# SECTION 9: PERSONAL LIABILITY

#### Cover

**We** will indemnify the **Insured** on behalf of the **Insured Person** in respect of legal liability for damages arising from accidental;

- A. **Bodily Injury** to any person;
- B. Loss of or damage to material **Property** happening during an **Insured Journey**.

# We will pay

- A. Up to GBP 2,000,000 for damages in respect of any one incident and;
- B. Claimant's costs and expenses for which the **Insured Person** is legally liable in connection with the incident giving rise to the claim and;
- C. All other costs and expenses incurred with **Our** prior written consent.

# **Special Definitions applying to this Section**

# **Bodily Injury**

Physical injury, mental injury, death, disease or **Illness**.

# **Claims Settlement Conditions applying to this Section**

# **Admission of Liability**

No admission, offer, promise payment or indemnity may be made or given by or on behalf of the **Insured** or the **Insured** Person without the prior written agreement of **Us**.

#### **Final Settlement**

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

#### **Notification**

The **Insured** shall give **Us** immediate written notice with full particulars of any claim or occurrence which may give rise to a claim. Every letter, claim form, writ, summons and process must be forwarded to **Us** immediately. The **Insured** shall notify **Us** immediately upon becoming aware of any prosecution, inquest or inquiry in connection with any occurrence which may give rise to a claim.

# **Subrogation Rights**

We shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the **Insured and/or Insured Person** for **Our** own benefit and shall have full discretion in the conduct of any

proceedings and the settlement of any claim.

# **Special Exceptions applying to this Section**

We will not pay the first GBP 50 of any claim and furthermore, the indemnity will not apply to legal liability

- Arising out of
  - A. The **Insured Person's** profession, trade or business.
  - B. The ownership, possession or use by or on behalf of the **Insured Person** of any caravan, mechanically propelled vehicle, aircraft or other aerial device, hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).
  - C. Any claim relating to a family member or fellow employee
- 2. In respect of loss of or damage to any **Property** which at the time of the incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured Person**. This exception shall notapply to loss or damage to premises including their fixtures and fittings leased or rented to the **Insured Person**where such legal liability has not been accepted by agreement.

# **SECTION 10: TRAVEL DELAY**

#### Cover

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

We will pay GBP 100 for each consecutive 4 hours up to a maximum of GBP 500 in respect of any one Insured Person.

# **Special Exceptions applying to this Section**

We will not pay

- 1. If the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the **Insured Journey** was booked;
- 2. If the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any port authority or the Civil Aviation Authority or any similar body in any country;
- 3. If the **Insured Person** has received any financial compensation from the airline concerned in respect of over booking of seats;
- 4. For the first 4 hours of any delay.

# **SECTION 11: TRAVEL DOCUMENTS**

## Cover

If in the 120 hours preceding or during an **Insured Journey** the **Insured Person** loses or damages their passport, visa travel tickets or other essential travel documents **We** will reimburse the **Insured** for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the **Insured Person** to obtain replacements.

We will pay up to GBP 2,500 any one Insured Person.

# **Special Exception applying to this Section**

**We** will not pay the first GBP 50 of any claim if the loss of passport or visa has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery.

# WHAT IS NOT COVERED (applicable to all Sections)

This policy does not cover claims in any way caused or contributed to by:

- 1. Travel to any country or with any persons in breach of the Sanctions, Export and Exchange Control clause;
- Travel to any country where the Foreign, Commonwealth & Development Office advises or has advised against all or all but essential travel to such country on <a href="www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a> on or before the date of the <a href="Inured Person">Inured Person</a>'s travel, unless such travel has been agreed by <a href="Underwriters">Underwriters</a> in writing, in advance and at <a href="Underwriters">Underwriters</a>' absolute discretion;
- 3. Failure on the part of the **Insured person** to follow any suggestions or recommendations made by any government or other official authority including the Foreign, Commonwealth & Development Office during the period of insurance;
- 4. **War**;
- 5. the actual or threated use of Utilisation of Biological Weapons of Mass Destruction;
- 6. the actual or threated use of Utilisation of Chemical Weapons of Mass Destruction;
- 7. the actual or threated use of **Utilisation of Nuclear Weapons of Mass Destruction**;
- 8. Nuclear reaction, nuclear radiation or radioactive contamination;
- 9. The **Insured Person** engaging in or taking part in armed forces service or operations;
- 10. The **Insured Person** engaging in flying of any kind other than as a passenger;
- 11. The **Insured Person's** suicide or attempted suicide or intentional self-**Bodily Injury**;
- 12. The **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life):
- 13. A criminal act by the **Insured Person**;
- 14. The **Insured Person** being intoxicated by alcohol or drugs;
- 15. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
- 16. Any activities below, unless agreed by **Us** (unless the **Schedule** is endorsed to include such activities). abseiling, alpine skiing (including off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice), American football, ballooning, curling, cycle touring, dry slope skiing, fencing, go karting, hockey, horse riding (excluding hunting/show jumping/eventing), ice skating, ice hockey, judo, lacrosse, martial arts, Nordic skiing, off road driving (excluding third party liability), paintballing, kayaking, canoeing or white water rafting grades 4 & 5 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rugby, ski bobbing/ski doo, snowboarding, weight lifting, wrestling;
- 17. The following excluded activities: acrobatics; base jumping; bouldering; boxing; bungee jumping; canyoning; caving; free climbing; gliding; hang gliding; heli skiing; hunting; microlighting; mountaineering or rock climbing normally involving the use of ropes or guides; motor sports; parachuting; paragliding; paramotoring; parapenting; polo; potholing; ski flying; ski jumping; ski mountaineering; ski racing; ski randonee; ski stunting/acrobatics; sky diving; all forms of racing other than on foot; white water rafting in excess of Grade 5; any form of operational duties as a member of the armed forces; professional sports; professional entertaining; sports tours or competitions; any other sport or activity not listed above which involves physical contact or a significant risk of **Bodily Injury** (except when stated in the **Schedule** as being included).
- 18. Driving any vehicle or riding on motor cycles or motor scooters where the **Insured Person**:
  - (a) is found to have been driving/riding at the time of the **Accident** with a level of alcohol in their blood above that permitted under prevailing legislation or
  - (b) was not wearing a safety crash helmet, or
  - (c) did not hold a current UK driving/riding license and/or was unqualified or unlicensed to drive/ride such vehicle, motorcycle or motor scooter.
- 19. An **Insured Person** who has attained the age of 85 years or older.
- 20. Any Insured Journey to Iran or North Korea.

# **HOW TO MAKE A COMPLAINT**

We strive to provide an excellent service to all Our customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If You have a question or concern about Your policy You should, in the first instance follow the guidance notes or instructions in the insurance documentation. Your insurance advisor will also be able to advise You and provide assistance in this regard.

Alternatively, if **You** wish to contact **Us** directly **You** should either write or telephone:

Compliance Department Antares Managing Agency Limited21 Lime Street London EC3M 7HB

Telephone: 0044 (0) 20 7959 1900 Fax: 0044 (0) 20 7959 1901

Email: <a href="mailto:compliance2@qicglobal.com">compliance2@qicglobal.com</a>

In the unlikely event that **You** remain dissatisfied and wish to make a complaint **You** can do so at any time by referring the matter to **Us** at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints Team Lloyd's One Lime Street London EC3M 7HA

Email: complaints@lloyds.com
Telephone: 0044 (0) 20 7327 5693
Fax: 0044 (0) 20 7327 5225
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How **We** Can Help available at www.lloyd's.com/complaints and are also available from the above address.

Should **You** remain dissatisfied after Lloyd's has considered **Your** complaint and **You** are NOT a policyholder in the UK, **You** should, in the first instance, seek advice from **Your** broker as to whom **You** should direct **Your** complaint.

If **You** are a policyholder in the UK, **You** may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations, further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Helpline: +44 (0) 800 0234 567

+44 (0) 20 7964 0500 (if outside UK)

Switchboard: +44 (0) 20 7964 1000 Facsimile: +44 (0) 20 7964 1001

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

Website: www.financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this policy but if **You** are not an eligible complainant then the informal complaint process ceases.

# COMPENSATION

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU

Tel: +44 (0) 20 7741 4100 Helpline: +44 (0) 800 678 1100 Facsimile: +44 (0) 20 7741 4101

Website: www.fscs.org.uk

The FSCS opening hours are:

Monday to Friday 8:30am to 5:30pm excluding public holidays.

Website: www.financial-ombudsman.org.uk

# SANCTIONS, EXPORT AND EXCHANGE CONTROL

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the **Insured** or the **Insured Person's Country of Domicile** or UnitedStates of America.

# CHOICE OF LAW

Unless specifically agreed to the contrary this policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.