



## **Your Group Personal Accident and Business Travel Policy**

**Please keep this document safe and refer to it if  
you need to make a claim.**

If you need this document in an alternative format,  
please speak to your insurance adviser.



# Policy Introduction

## Introduction

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

This is your 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.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## 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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# Contact Details for Claims and Assistance Services

## Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For our joint protection telephone calls may be recorded and/or monitored.

## Claims Service

For **Group Personal Accident** claims that fall under the following:-

- Death and capital benefits
- Temporary Total and Partial Disablement
- Additional benefits under the Group Personal Accident section

We have a dedicated, in-house claims service and they are available within business hours of 9am to 5pm, Monday to Friday.

To contact them via telephone: **08000 516 583**

To contact them via email: [gpaclaims@aviva.com](mailto:gpaclaims@aviva.com)

To contact them via post:

Group Personal Accident Claims Aviva Fourth Floor The Observatory Chapel Walks Manchester M2 1HL

Please have Your policy details ready to hand.

For all **Business Travel** related claims, including Accidental Bodily Injury whilst abroad, please contact Our claims provider Cega on one of the following numbers:

- For Emergency Medical Assistance whilst overseas, contact **+44 1243 621 066**
- Non Emergency claims, contact **+44 1243 621 416**

## Legal and Tax Helpline

**0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom.

This service, given in confidence, is included as part of your insurance policy.

## Risk Solutions Helpline

**0345 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 as quickly as we can. This service is available during office hours with an answering service outside these times.

## 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.

This service is available during office hours with an answering service outside these times.

## Business Law

Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation



To register:

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Advice before and assistance whilst you travel - 01243 621066

### Advice Before You Travel

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

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

In addition, you can download the app or visit the intelligence portal to get key information on your destination and understand the security and health considerations prior to travel. More information on how to register and view the portal can be found within the Emergency Assistance Travel Card document.

### Assistance Whilst You Travel

#### ■ 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**.

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

#### ■ Emergency Cash Advance

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.

#### ■ Concierge Service

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.

#### ■ Other Emergency Services Provided Whilst Travelling

Assistance and guidance whilst travelling

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

### **Our Security Consultants – +44 (0)1243 621066**

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, Solace Global Risk offer a range of additional pre- and in-trip services via their intelligence portal, Solace Secure. As an Aviva Business Travel customer, you automatically have access to Solace Secure, you can access this through the online portal or by downloading the smartphone app. To register, visit <https://solacesecure.com/aviva> once registered you then have access to the features listed below:

- Country intelligence reports
- Near real time global alerts
- Incident updates and detailed reports
- Medical, security & travel advisories
- Call button to reach the 24/7 medical and security assistance team direct from the app
- 24/7/365 access for advice and security or medical assistance

Should you require any further information or assistance, please do not hesitate to contact **01243 621066**

# Complaints Procedure

## What to do if You are unhappy

If you have a complaint about this insurance please contact your insurance adviser. Contact details can be found on your insurance documents. Your insurance adviser may ask Aviva to handle your complaint.

## What will happen if you complain to Aviva

### If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review Your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.

- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving Your complaint, this will inform You of the results of Our investigation or explain why this isn't possible.

Where Your concerns are unable to be resolved or have not been resolved within eight weeks, You may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst We are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where You will find further information.

# Important Information

## Choice of Law

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

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

## Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [www.fscs.org.uk](http://www.fscs.org.uk)

## Use of Language

All communications relating to this contract will be in English.

## Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information You have provided and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to your policy; and
- the information under the heading 'Important Information' which we give you when you take out or renew your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

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

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

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.

## Breach of term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances which it occurred.

# Group Personal Accident

## Cover

We will pay the amount 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.

## 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.

## Clauses

***These clauses apply and are stated in The Schedule***

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

We will pay You a benefit, 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 a Business Partner, Director or Employee, would have resulted in a valid death or Capital Benefits claim.

The amounts We will pay are stated in The Schedule.

### Animal Attack Benefit

We will pay for cosmetic surgery in the event that the Insured Person is subject to an Animal Attack and the Insured Person sustains Accidental Bodily Injury and scarring which results in a valid Capital Benefits claim.

The maximum We will pay any one claim is stated in The Schedule.

### 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 Business Partners, Directors or Employees of The Policyholder, We will pay You an additional maximum total amount as stated in The Schedule.

### Childcare Expenses

In the event of a claim being paid for Capital Benefits, We will pay You on behalf of the Insured Person for up to a maximum of 104 weeks for necessary childcare expenses incurred during the recovery/rehabilitation process. The maximum We will pay per week is stated in The Schedule.

### 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 for each complete day of continuous unconsciousness up to a maximum of 730 days.

The maximum We will pay per day is stated in The Schedule.

## 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 pay 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.

The amounts We will pay are stated in The Schedule.

## 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 the amounts We will pay are stated in The Schedule.

## Cosmetic Surgery

In the event an Insured Person has a valid claim under Capital Benefits and the benefit amount is £50,000 or more, We will pay for the reasonable costs incurred for cosmetic reconstructive treatment (other than for injury as a result of surgical procedure) as recommended by the treating Qualified Medical Practitioner if incurred within 104 weeks of the Accident.

The maximum We will pay any one claim is stated in The Schedule.

We will not pay this benefit in addition to the Third Degree Burns benefit and Facial Disfigurement benefit.

## 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.

The maximum We will pay any one claim is stated in The Schedule.

## 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.

## Executor Expenses

In the event that an Insured Person sustains Accidental Bodily Injury following an Accident which results in death, We will, on production of an interim death certificate, pay the necessary costs incurred as a direct consequence of the death of the Insured Person which require immediate payment by the executor to the estate of the Insured Person.

The maximum We will pay any one claim is stated in The Schedule.

## 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, the amounts We will pay are stated in The Schedule.

The benefit will not be paid in addition to Third Degree Burns benefit, Cosmetic Surgery benefit or Animal Attack benefit.



### **Fracture Benefit**

In the event the Insured Person sustains Accidental Bodily Injury and directly as a result, the Insured Person fractures one or more of the bones listed in The Schedule and does not result in a valid Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement claim, the amounts We will pay are stated in The Schedule

We will pay a fracture benefit only once during the lifetime of this section if the Insured Person is diagnosed with osteoporosis prior to or as a result of the Accident that results in a valid claim under this section.

### **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 section, We will pay the Insured Person's estate for the reasonable costs of a funeral, subject to this not being included in any claim under the Medical and Emergency Travel Expenses cover under the Business Travel section.

The maximum We will pay any one claim is stated in The Schedule.

### **Home and Workplace Alteration Expenses**

In the event that an Insured Person sustains Paraplegia, Hemiplegia, Triplegia or Quadriplegia following Accidental Bodily Injury, We will pay You on behalf of the Insured Person 80% of the costs for the reasonable expenses incurred to make physical changes necessary to the Insured Person's normal place of residence required while living with the permanent disablement.

The maximum We will pay any one claim is stated in The Schedule.

In the event that an Insured Person sustains Loss of Limbs, Loss of Sight, Loss of Speech, Loss of Hearing or Permanent Total Disablement following Accidental Bodily Injury, We will pay You on behalf of the Insured Person for the reasonable expenses incurred to make reasonable adjustments necessary to the Insured Person's normal place of work to cater for the physical changes required while living with the permanent disablement.

The maximum We will pay any one claim is stated in The Schedule.

### **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 up to the maximum number of days stated in The Schedule subject to this not being included in any claim under the Medical and Emergency Travel Expenses cover, if a Business Travel section has been purchased.

The maximum We will pay any one claim is stated in The Schedule.

### **Independent Financial Advice**

In the event an Insured Person sustains death or Permanent Disablement from Accidental Bodily Injury, We will pay You on behalf of the Insured Person's Partner or the Insured Person for the fees charged by an Independent Financial Consultant who is authorised and regulated by the Financial Conduct Authority, to provide the Insured Person's legal representatives with professional financial advice.

The maximum We will pay any one claim is stated in The Schedule.

### **Lifesaver**

In the event that a person other than an Insured Person attempts to save the life of an Insured Person, and in so doing sustains Accidental Bodily Injury that results in death or Permanent Total Disablement, We will pay at Your request a benefit to such person (or to their legal representatives in the event of their death) up to a maximum amount per incident.

The amounts We will pay are stated in The Schedule.

### **Medical Expenses**

In the event of an Insured Person sustaining Accidental Bodily Injury, We will pay You on their behalf for the cost of any incurred ambulance charges or medical expenses as an inpatient in a Hospital or nursing home.

The maximum We will pay any one claim is stated in The Schedule.

### **Medical Expenses following Workplace Assault**

In the event of an Insured Person sustaining Accidental Bodily Injury from unprovoked assault in their place of work while carrying out their usual occupational duties, We will pay You for the cost of medical expenses incurred.

The maximum We will pay any one claim is stated in The Schedule.

### **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 pay You on their behalf 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.

The amounts We will pay are stated in The Schedule.

### **Partners and Dependants**

If, during the Period of Insurance, a Partner and/or Dependant(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 a benefit to You or the Insured Person.

The maximum We will pay any one claim is stated in The Schedule.

### **Partner Training Expenses**

In the event of an Insured Person sustaining Accidental Bodily Injury resulting in death or Permanent Total Disablement, We will pay You for the costs of training the Partner of the Insured Person for an occupation or retraining for an alternative occupation up to a maximum of 26 weeks.

The maximum We will pay any one claim is stated in The Schedule.

### **Prosthesis Cover**

In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Loss of Limb and the benefit amount is £50,000 or more, We will pay You on behalf of the Insured Person for the costs of providing a prosthesis recommended by the treating Qualified Medical Practitioner.

The maximum We will pay any one claim is stated in The Schedule.

### Psychological Assistance

In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement or Permanent Partial Disablement, We will pay You for the cost of professional psychological counselling treatment for the Accidental Bodily Injury provided that such treatment is started within 12 months of the date of the Accident and it is prescribed by the treating Qualified Medical Practitioner.

The maximum We will pay any one claim is stated in The Schedule.

### Relocation Expenses

In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement, Loss of Limb(s) or Loss of Sight in both eyes, We will pay for necessary expenses incurred for stamp duty payments, solicitors' and estate agents' fees and removal costs necessitated as a direct result of the Insured Person having to relocate from their current address.

The maximum We will pay any one claim is stated in The Schedule.

### Third Degree Burns Benefit

In the event of the Insured Person sustaining third degree burns resulting from Accidental Bodily Injury, the amounts We will pay are stated in The Schedule.

The benefit will not be paid in addition to a Facial Disfigurement benefit or Cosmetic Surgery benefit.

### 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 a benefit amount.

The maximum We will pay any one claim is stated in The Schedule.

### 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 pay You 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.

The maximum We will pay any one claim is stated in The Schedule.

### Additional Clauses

***In the event that the Insured Person is a Business Partner, Director or Employee of The Policyholder these additional clauses apply and are stated in The Schedule***

### 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 pay You on behalf of the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident.

The maximum We will pay any one claim is stated in The Schedule.

### 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 Dependant.

The maximum We will pay any one claim is stated in The Schedule.

### 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 pay 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.

The maximum We will pay any one claim is stated in The Schedule.

### In-home Domestic Services and Commuting

In the event of a claim being paid for Capital Benefits or Temporary Total Disablement, We will pay 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.

The maximum We will pay any one claim is stated in The Schedule.

### Paraplegia, Hemiplegia, Triplegia or Quadriplegia

In the event of a valid Capital Benefits claim, We will pay an additional benefit if, as a direct result of the Accident, the Insured Person becomes a Paraplegic or Hemiplegic, Triplegic or Quadriplegic.

The maximum amounts We will pay are stated in The Schedule.

### Permanent Partial Disablement

In the event of an Insured Person suffering permanent disablement as a direct result of Accidental 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 operation	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.

If a claim is made for Capital Benefits then a claim for Permanent Partial Disablement cannot also be made.

#### **Post Traumatic Stress Disorder Directly Resulting from Terrorism**

We will pay You a benefit, 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.

The maximum We will pay any one claim is stated in The Schedule.

#### **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 a benefit amount 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.

The amounts We will pay are stated in The Schedule.

#### **Rehabilitation Expenses**

In the event of a valid claim being paid for Capital Benefits, We will pay 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.

The maximum We will pay any one claim is stated in The Schedule.

#### **Replacement Recruitment Expenses**

We will pay You a benefit amount for all costs incurred by You, subject to Our prior written approval, to recruit a replacement Business Partner, Director or Employee following:

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

The maximum We will pay any one claim is stated in The Schedule.

#### **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 pay 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.

The maximum We will pay any one claim is stated in The Schedule.

#### **Surviving Dependants Benefits**

In the event that the Insured Person and their Partner (whether or not the Partner is an Insured Person under this section) 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 section), for apportionment equally to all surviving Dependants.

The maximum We will pay any one claim is stated in The Schedule.

## **Conditions**

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

#### **Accumulation Limit**

##### **Any one accident**

The maximum We will pay, in respect of all benefits under this section 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 section 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 section 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.

#### **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) medical certificate
  - (ii) medical information or
  - (iii) medical evidencein the format We require.

## Minors

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

- (1) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is the lesser
- (2) 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
- (3) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

## Non-Employees

In respect of any Insured Person who is not a Business Partner, 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, where 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.

In respect of any Insured Person who is not a Business Partner, Director or Employee of The Policyholder, the definition of Temporary Total Disablement and Temporary Partial Disablement shall be restricted to out of pocket expenses only.

## Payment of Benefit

All payments to be made by Us under this section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person, or is expressed to be paid to an Insured Person or their estate.

- (1) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person
  - (a) death
  - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (c) Permanent Total Disablement.After payment has been made for
  - (a) death
  - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (c) Permanent Total Disablementno further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

- (2) 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
- (3) The payment of a valid claim under Group Personal Accident - Additional Clauses shall only be made where a valid claim is payable under death, Capital Benefits, Temporary Partial Disablement or Temporary Total Disablement other than for
  - (a) Coma Benefit
  - (b) Damage to Personal Property
  - (c) Dental and Optical Expenses
  - (d) Hospitalisation
  - (e) Medical Expenses following Workplace Assault
  - (f) Partner and Dependants benefit.
- (4) A valid claim under Paraplegia, Quadriplegia, Hemiplegia, or Triplegia shall only be payable in addition to a valid claim under Permanent Total Disablement other than where Paraplegia or Quadriplegia are payable under Partner and Dependants benefit.
- (5) Any claim under Executor Expenses shall only be payable subsequent to You having provided a signed undertaking that if the cause of death is subsequently found to be other than as a result of Accidental Bodily Injury such Executor Expenses shall be refunded to Us.
- (6) The cover under the following benefits shall immediately cease once a valid claim for death or Permanent Total Disablement becomes payable in respect of the same loss
  - (a) Childcare Expenses
  - (b) In-home Domestic Service and Commuting.
- (7) In respect of each of the following a valid claim shall only be payable under one of the benefits in respect of the same loss
  - (a) Paraplegia, Quadriplegia, Hemiplegia, and Triplegia
  - (b) Rehabilitation Expenses and Partner Training Expenses.
- (8) The cover under the following shall immediately cease two years from the date of the Accident
  - (a) Commuting Expenses
  - (b) Medical Expenses
  - (c) Medical Expenses following Workplace Assault
  - (d) Partner Training Expenses
  - (e) Rehabilitation Expenses
  - (f) Relocation Expenses
  - (g) Replacement Recruitment Expenses.
- (9) Maximum Weekly Benefit  
The maximum Weekly Wage payable for
  - (a) Temporary Total Disablement will not exceed 100%
  - (b) Temporary Partial Disablement will not exceed 50% of the Insured Person(s) Weekly Wage or the amount stated in The Schedule providing this does not exceed the percentages as stated above.

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.

- (10) If an Insured Person is covered for death but the sum insured shown in The Schedule is less than The maximum Weekly Wage payable for
- (i) Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
  - (ii) Permanent Total Disablement

We will only pay the amount for death if the Insured Person dies in the 13 weeks following the date of the Accident.

### **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 Qualified Medical Practitioner appointed by Us that disablement is permanent and without expectation of recovery.

### **Payment of Temporary Total Disablement and/or Temporary Partial Disablement**

- (1) 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
  - (a) death
  - (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (c) Permanent Total Disablement.
- (2) Payment of 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, on the supply of certificates from a Qualified Medical Practitioner.
- (3) 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.

### **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 if any of the following have contributed in any way, or if the injury was caused directly or indirectly 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).

### **Definitions**

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

#### **Animal Attack**

The clamping of skin and subjacent soft tissues between the upper and lower mandible of an animal, which may cause puncture wounds, lacerations, cause infections or, act as a disease vector.

#### **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.

#### **Capital Benefits**

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

#### **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.

#### **Fracture**

A break in a bone into two or more pieces.

#### **Hemiplegia**

The total and permanent paralysis of both limbs on one side of the body that results from Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Hemiplegic shall be interpreted accordingly.

#### **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. Where 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, including payment at Our discretion for consultations, diagnostics, physiotherapy treatment, and operations.

### **Salary**

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

### **Temporary Partial Disablement**

Disablement which prevents the Insured Person from engaging in or attending to over 50% of their usual occupational duties on Your behalf.

### **Temporary Total Disablement**

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

### **Third Degree Burns**

Third degree burns or full thickness burns caused by contact with dry heat, moist heat, chemicals, electricity, lightning or radiation. Third degree burns describes where the epithelising elements and those lining the sweat glands, hair follicles, and sebaceous glands are destroyed.

### **Triplegia**

The total and permanent paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip, which in all probability shall continue for the remainder of the Insured Person's life. The term Triplegic shall be interpreted accordingly.

### **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.

## Business Travel

***This section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of Your insurance protection***

### 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 or reimburse You 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 three relatives or one 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 or in the event of death the Repatriation of the Insured Person's body 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

**(5) Accommodation and Sustenance Expenses -**

reasonable additional costs as a result of being admitted as an in-patient to a Hospital or being declared unfit to travel for medical reasons by a Qualified Medical Practitioner

incurred outside the United Kingdom, or the Insured Person's Country of Residence (if different).

The maximum we will pay for any combination of the above is stated in The Schedule.

#### Clauses

***These clauses apply and are stated in The Schedule***

#### Childcare Expenses following Emergency Medical Assistance

In the event that an Insured Person's Partner who, on the medical advice of a Qualified Medical Practitioner is required to travel to or remain with the Insured Person as a result of the Insured Person sustaining Accidental Bodily Injury or becoming ill during an Insured Journey outside of their Country of Residence, We will pay the reasonable and necessary additional costs incurred for childcare expenses.

The maximum We will pay any one claim is stated in The Schedule.

#### 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.

The maximum We will pay any one claim is stated in The Schedule.

#### Corporate Event

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

#### 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 two relatives 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).

The maximum We will pay any one claim is stated in the Schedule.

#### 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.

The amount We will pay for each complete 24 hour period and the maximum number of days per claim is stated in The Schedule.

#### Funeral Expenses

In the event of the death of the Insured Person, We will pay the Insured Person's estate for the reasonable costs incurred of a funeral outside the United Kingdom or their Country of Residence (if different).

The maximum We will pay any one claim is stated in The Schedule.

#### 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, a benefit, on behalf of the Insured Person.

We will pay an additional benefit if the Insured Person is admitted as an in-patient to a Hospital outside the United Kingdom or their Country of Residence (if different) as a result of them having contracted a communicable disease.

The amounts We will pay for each complete 24-hour period and the maximum number of days per claim are stated in The Schedule.

#### Hospital Convalescence

In the event that We pay a benefit for Hospital Expenses, We will also for each day an Insured Person is advised by the treating Qualified Medical Practitioner to remain in their hotel after being discharged from Hospital.

The amount We will pay and the maximum number of days per claim are stated in The Schedule.

### **Petcare Expenses**

In the event an Insured Person is hospitalised as an in-patient resulting in a delayed return to their Country of Residence for more than 24 consecutive hours at the end of their original pre-booked Insured Journey, We will pay You a benefit amount on behalf of the Insured Person for additional costs necessarily incurred for pets owned by the Insured Person.

The maximum We will pay any one claim is stated in The Schedule.

### **Quarantine**

In the event that an Insured Person is required to go into Quarantine on return to the United Kingdom or their Country of Residence (if different) from their Insured Journey, We will pay You a benefit, on behalf of the Insured Person.

The maximum We will pay per Insured Person and in any one Period of Insurance is stated in The Schedule.

## **Exceptions**

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

We will not be liable for any claim:

- (1) if at the time the Insured Journey is booked there is any law or regulation in place that would require the Insured Person to go into Quarantine on return to the United Kingdom or their Country of Residence (if different)
- (2) unless during the Insured Journey there is a change in law or regulation that results in the Insured Person being required to go into Quarantine for a minimum period of five consecutive days on return to the United Kingdom or their Country of Residence (if different) from their Insured Journey
- (3) if the Insured Person was already in Quarantine on the effective date of this cover
- (4) in respect of leisure travel.

### **Repatriation of Household Items**

If during an Insured Journey exceeding six months an Insured Person dies, We will pay for the necessary costs incurred for repatriating household items back to the United Kingdom or their Country of Residence (if different).

The maximum We will pay any one claim is stated in The Schedule.

### **Repatriation of Human Remains**

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

The maximum We will pay any one claim is stated in The Schedule.

### **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 a benefit amount for the necessary and reasonable costs incurred in respect of that Insured Person.

The maximum We will pay any one claim is stated in The Schedule.

## **Conditions**

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

### **Emergency Medical Assistance Service**

- (1) You must contact the Emergency Medical Assistance Service on the number shown in The Schedule 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 section, You shall reimburse Us in respect of such costs and expenses.

### **Domestic Travel Expenses**

Payment shall not be made under Domestic Travel Expenses if a claim has been accepted under the Group Personal Accident section of this policy for Return Home Expenses, Hospital Visiting Expenses or Funeral Expenses.

### **Foreign Coma Benefit**

Payment shall not be made under Foreign Coma Benefit if a claim has been accepted under the Group Personal Accident section of this policy for Coma Benefit.

## **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
- (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.



## Personal Belongings

### Cover

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

### Clauses

***These clauses apply and are stated in The Schedule***

#### 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 pay You in respect of such loss.

The maximum We will pay any one claim is stated in The Schedule.

#### 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 pay You in respect of such loss or damage.

The maximum We will pay any one claim is stated in The Schedule.

#### 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 pay the Insured Person for the costs (parts and labour) of replacing the relevant locks. 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.

The maximum We will pay any one claim is stated in The Schedule.

#### 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 outbound destination, during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases.

The maximum We will pay any one claim is stated in The Schedule.

### Conditions

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

#### Damaged Property

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.

#### Reasonable Care

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

#### Replacement Value

- (1) 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.

The maximum amount payable for any article will be the insured value.

- (2) (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, 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 into account wear, tear and depreciation.

#### Temporary Loss

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.

### 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, dyeing, 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.

## Money

### Cover

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

### 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 pay 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.

## Clauses

***These clauses apply and are stated in The Schedule***

### Loss 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 reimburse 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.

The maximum We will pay any one claim is stated in The Schedule.

### Loss or Theft of Documents

If an Insured Person sustains theft of or loses any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will reimburse 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.

The maximum We will pay any one claim is stated in The Schedule.

### 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 reimburse 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.

The maximum We will pay any one claim and in any one Period of Insurance are stated in The Schedule.

## 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) 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) any loss of or damage to a rental vehicle caused deliberately by the Insured Person
- (4) 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) 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.

## Cancellation, Change of Itinerary, Curtailment, Evacuation and Replacement

### Cover

#### Cancellation

If, during the Period of Insurance, 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.

The maximum We will pay any one claim and in the aggregate are stated in The Schedule.

#### 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, accommodation and sustenance necessarily incurred to enable You or the Insured Person to continue that Insured Journey.

The maximum We will pay any one claim is stated in The Schedule.

## **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 for

- (1) all unused 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
- (2) the reasonable additional cost of travel, accommodation and sustenance necessarily incurred to return You or the Insured Person to the United Kingdom or normal Country of Residence (if different).

The maximum We will pay any one claim is stated in The Schedule.

## **Evacuation**

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.

The maximum We will pay for all claims in any one Period of Insurance is stated in The Schedule.

## **Event Ticket Cancellation**

If You or the Insured Person are forced to cancel an Insured Journey or if, following departure in connection with an Insured Journey, You or the Insured Person are forced to alter pre-booked travel arrangements on an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control and, as a direct result, are unable to attend a pre-booked event we will reimburse you for the value of the unused face value ticket cost of the event, non-returnable deposits, advance payments and other charges paid for the pre-booked event arranged during the Insured Journey.

This is subject to the maximum amounts stated in The Schedule.

## **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.

The maximum We will pay any one claim is stated in The Schedule.

## **Conditions**

***The following conditions apply to Cancellation, Change of Itinerary, Curtailment, Evacuation and Replacement in addition to the Policy Conditions at the back of this policy***

### **Evacuation Cover**

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 (0)1243 621066.

## **Exceptions**

***The following exceptions apply to Cancellation, Change of Itinerary, Curtailment, Evacuation and Replacement 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) any trip if you travel against the advice of the FCDO or any government, or where you do not follow any advice or measures put in place by any government or local authority in the UK or abroad, for example Quarantine rules or curfews
- (13) any claim if the advice or measures were in place or had been announced at the time of purchasing your policy or booking your trip (whichever is later)
- (14) 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.

## Definitions

***The following definitions apply to Cancellation, Curtailment, Replacement, Change of Itinerary and Evacuation in addition to the Business Travel Section Definitions and the Policy Definitions at the back of this policy and 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.

## Travel Delay

### Cover

We will compensate You for

#### (1) Seat Bumping -

We will pay You a benefit, 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.

The amounts We will pay per Insured Person are stated in The Schedule.

#### (2) 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.

The amounts We will pay per Insured Person are stated in The Schedule.

## 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 pay 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 Your, 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 vehicle You or the Insured Person are travelling in being involved in an accident or being prevented from reaching the departure point due to an accident involving other vehicles
- (3) the vehicle You or the Insured Person are travelling in breaking down.

The maximum We will pay any one claim is stated in The Schedule.

## 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 for either the outward or return journey 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.

## Hijack and Kidnap and Ransom

### Cover

In the event an Insured Person is subject to Hijack, Kidnap, ransom and/or detention during an Insured Journey which occurs for a period in excess of 24 hours, We will pay You a benefit on behalf of the Insured Person.

#### **(1) Hijack -**

The maximum We will pay per day for each complete period of detention is stated in The Schedule

#### **(2) Kidnap -**

The maximum We will pay per day for each complete period of detention is stated in The Schedule and the maximum We will pay for the above in any one occurrence is stated in The Schedule and

#### **(3) Kidnap and Ransom Consultants Costs -**

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). The maximum We will pay in any one Period of Insurance is stated in The Schedule.

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.

## Clauses

***These clauses apply and are stated in The Schedule***

### **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.

The maximum We will pay for all claims in any one Period of Insurance is stated in The Schedule.

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 Clause 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 Person's 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***

### **Hijack and Kidnap and Ransom**

- (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 (0)1243 621 066
- (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.
- (4) In accordance with the Counter-Terrorism and Security Act 2015, We will not pay any Ransom Monies if We have reasonable grounds to suspect that the ultimate beneficiary of a ransom is a terrorist entity.

## Exceptions

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

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 You or the Insured Person
- (3) if You or the Insured Person has had Kidnap insurance declined or cancelled in the past
- (4) for any Kidnap which occurs in Afghanistan, Colombia, Mexico, Nigeria, Philippines or Venezuela unless agreed by Us in writing prior to commencement of the Insured Journey
- (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.

## 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 back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply**

### Consultant Costs

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

### 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.

### 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.

## Personal Liability

### Cover

We will pay 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.

## Conditions

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

### Claims Procedure

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this section 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.

## 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.

## Legal Expenses

### 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.

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 stated in The Schedule.

### Conditions

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

#### 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.

#### 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.

#### Claims – Legal Representation

- (1) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (2) 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.

- (3) If We do not agree to Your choice of Appointed Representative under Point 2 above, You may choose another suitably qualified person.
- (4) 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.
- (5) In all other circumstances We will be free to choose an Appointed Representative.
- (6) 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.

#### Claims – Our Rights to Your Obligations

- (1) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (2) You must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (3) At Our request You must give the Appointed Representative any instructions that We require.
- (4) You must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (5) 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.
- (6) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

#### Discontinuance of a Claim

If You

- (1) settle a claim or withdraw a claim without Our prior agreement
- (2) do not give suitable instructions to the Appointed Representative
- (3) 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.

#### 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.

#### 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.

## 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 Disputes and Arbitration within Legal Expenses
- (15) against a tour operator, travel agent, insurer or their agent, a member of Your family, another Insured Person under this section, The Policyholder or Us.

## Definitions

**The following definitions apply to Legal Expenses in addition to the Business Travel Section Definitions and the Policy Definitions at the back of this policy and 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.

## 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.

### Legal Proceedings

Legal action for the pursuit of a claim for damages.

### 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.

### Prospects of Success

In respect of all civil Legal Proceedings, that it is always more likely than not (at least 51%) that an Insured Person will

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

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

In respect of criminal Legal Proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.



## **Business Travel**

### **Definitions**

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

#### **Hijack**

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

#### **Kidnap**

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

#### **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.

#### **Quarantine**

Self-isolation by an Insured Person in their Country of Residence (if different) for a fixed period in order to prevent the risk of spreading a communicable disease, pursuant to a legal requirement by any Government or Public Authority.

#### **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.

#### **Security Consultant**

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

## Policy Conditions

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

### Acquisition

If You acquire a new company or business and the staff from that business are 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%.

### Age Limits

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

- (1) 86 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.

### Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### 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.

### Associated Companies

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

### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice 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, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which is still under consideration
- (c) incident(s) which You are aware of and which is likely to give rise to a claim, and 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 providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

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

during the current Period of Insurance.

### 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 where We shall pay the fee
- (2) as soon as possible after the occurrence of any Accidental Bodily Injury 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.

#### **Applicable to all other Sections insured by this Policy.**

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the sum insured bears to the value of the property.

#### **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.

#### **Discharge of Liability**

We may at any time pay the Limit of Indemnity or the sum insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

#### **Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act.

This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

#### **Identification**

The policy and The Schedule will be read as one contract.

#### **Interest**

We will not pay interest on any claim payable.

#### **Non Disclosure, Misrepresentation or Misdemeanor**

##### **(1) Before this policy was entered into**

If You have breached Your duty to make a fair representation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

##### **(2) Before a variation was agreed**

If You have breached Your duty to make a fair representation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;

- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

#### **Payment of Benefits**

All payments to be made by Us under this section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person, or is expressed to be paid to an Insured Person or their estate.

#### **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.

#### **Sanctions**

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

#### **Subjectivity**

At the inception of, or during, each Period of Insurance, the insurance provided by this policy may be subjected 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.

#### **Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

#### **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 policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

## 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***

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) above.

The 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 Afghanistan, Iran, Iraq, North Korea and Syria or any claim incurred in a country or part of a country where the Foreign and Commonwealth Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

## Policy 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 Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.**

### Accident/Accidental

A sudden violent external unforeseen and identifiable event.

### Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) Injury resulting from Exposure

occurring within 24 months from the date of such Accident or Exposure.

### 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.

### Business Partner(s)

An individual who has entered into a legal contract with one or more people to manage the business of The Policyholder and to share in the responsibilities, resources, profits and liabilities of such business.

### Business Samples

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

### Corporate Event

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

### Country of Residence

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

### Dependant(s)

Any natural or legally adopted children or legal wards of an Insured Person (and/or a Partner where applicable) who at the time of the Accident are no older than 18 years of age, or 25 years of age if in full time education, or any other person who is dependant on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.

### Director(s)

A serving director (other than a non-executive director) of The Policyholder whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations.

### Employee(s)

Any person under a contract of employment, contract of service or apprenticeship with The Policyholder who is not a Director or a Business Partner.

### Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements.

### 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 hour 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.

### Immediate Family

Shall include the following: Partner, grandchild, Dependant(s), brother, sister, parent, or grandparent and corresponding family in-laws of the Insured Person, or anyone noted as next of kin on any legal document.

### Insured Journey

- A) Any
  - (i) authorised journey in connection with The Business not exceeding twelve months in duration (unless otherwise agreed by Us), or
  - (ii) journey taken for leisure purposes (as permitted under The Schedule) not exceeding 60 days in duration (unless otherwise agreed by Us),

occurring during the Period of Insurance. The Operative Time of Cover in respect of such journey is as stated in The Schedule.

- B) In respect of the Cancellation section only:

Any journey of the nature outlined in A) (i) or (ii) above. The Operative Time of Cover in respect of such journey will commence from the time the journey is booked and will end when the journey begins.

### Insured Person(s)

You and/or any person or category of persons shown in The Schedule aged 85 or under at the effective date of the current Period of Insurance.

### 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.

### Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months.

### 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.

### 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.

### **Qualified Medical Practitioner**

A doctor or specialist who is registered or licensed to practise medicine or dentistry under the laws of the country they practise in, other than a Business Partner, Director or Employee, or Insured Person of The Policyholder, or, a member of the Immediate Family of an Insured Person.

### **Sickness**

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

### **Terrorism**

- (1) Any act or acts including but not limited to
  - (a) the use or threat of force and/or violence; and/or
  - (b) 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 meanscaused 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 or is claimed to be caused or occasioned in whole or in part for such purposes.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

### **The Business**

Activities directly connected with the business specified in The Schedule.

### **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.

### **United Kingdom**

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

### **We/Us/Our/Aviva**

Aviva Insurance Limited.

### **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.

### **You/Your/The Policyholder**

The person, persons, company, companies, partnership, partnerships, or unincorporated association, named in The Schedule as The Policyholder.



**Aviva Insurance Limited.**

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