

# Lloyd's Policy

#### This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain **Underwriters** at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract and in consideration of the payment of the premium specified herein, the said **Underwriters** are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

In Witness whereof this Policy has been signed at the place stated and on the date specified in the Policy by:

Authorised Signatory	 Date
For and on behalf of	
Syndicate 1274 @ Lloyd's	
21 Lime Street	
London	
EC3M 7HB	

#### **Lines Clause**

This insurance being signed for 100% of 100% and insures only that proportion of any Loss whether total or partial including but not limited to that proportion of associated expenses if any to the extent and in the manner provided in this insurance.

The percentages signed in the table below are percentages of 100% of the amount(s) of insurance stated herein.

#### **Schedule of Insurers**

Insurer	Proportion	Polic	icy number
Syndicate 1274 @ Lloyd's		100%	As stated in the Schedule

<u>Please carefully read this Policy, and if it is incorrect, return it to the Insurance Intermediary immediately for alteration.</u>

## GLOBAL BUSINESS PROTECTOR

# Group Injury, Illness and Business Travel Policy wording

#### **IMPORTANT NOTES:**

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

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

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

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

This is not a private medical insurance. If an **Insured Person** needs any emergency medical treatment or emergency travel assistance whilst abroad, they must contact the 24 hour Emergency Assistance Company. Not contacting them, or not following their instructions, could affect the **Insured Person's** claim. Full details are shown in the 'Important Contact Details' Section.

## CONDITIONS PRECEDENT - FAILURE TO COMPLY WITH POLICY CONDITIONS WILL AFFECT THE INSURED OR INSURED PERSON'S ABILITY TO CLAIM UNDER THIS POLICY

It is a condition before there is any liability of **Underwriters** under this Policy that the **Insured** or **Insured Person** shall at all times comply with the following Conditions Precedent:

• Pre-existing Medical Conditions – applicable to Section 2, Illness:

The **Insured** or the **Insured Person** must disclose to **Underwriters** any disability, condition or illness for which an **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance** or the effective date of the **Insured Person's** inclusion in the Policy whichever is later. Any claim that the **Insured** or the **Insured Person** makes under this Policy arising from any Pre-Existing Medical Condition that **Underwriters** have not agreed in writing to insure will not be covered.

• Age Conditions – applicable to Section 1, Personal Accident, Section 2, Illness and Section 3, Travel:

To be covered under Section 1, Personal Accident and Section 3, Travel in this Policy, the **Insured Person** must be under the age of 85 years at the time the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later; and

To be covered under Section 2, Illness in this Policy, the **Insured Person** must be under the age of 65 years at the time the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later.

## UNITED STATES OF AMERICA: PATIENT PROTECTION AND AFFORDABLE CARE ACT: IMPORTANT NOTICE.

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

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### IMPORTANT CONTACT DETAILS

## **MEDICAL ASSISTANCE (24 HOUR) HELPLINE**

If an Insured Person suffers Illness or Injury which requires Hospitalisation whilst on a trip the Insured Person must ring the telephone number provided below, which is also shown in the **Schedule**, before seeking treatment.

Telephone: +44 (0) 1243 621173

Email: assistance@cegagroup.com

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

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

Medical Assistance Services provided by the team:

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

## CLAIMS CORRESPONDENCE AND NOTIFICATION - NON EMERGENCY **MEDICAL CLAIMS**

For non-medical emergency assistance claims other than as stated elsewhere in this Policy, the Insured or the Insured Person should notify the claim as soon as practicable but no later than ninety (90) days after an Event, Injury or Illness to Underwriters' Claims Administrator, at the following address:

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

Telephone: + 44 (0) 1608 641351 E-mail: enquiries@rogerrich.co.uk

A claim form will be sent once contact is made.

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

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

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

Telephone: +44 (0) 808 168 2142

**Care First** provides high quality resources for the **Insured's** managers – to help them manage their teams, reduce conflict and solve people problems – that will make a clear difference to the **Insured's** bottom line.

This means that the **Insured's** business will benefit from:

- A motivated and productive workforce
- Lower stress levels
- Lower sickness and absenteeism
- · Improved recruitment and retention
- Compliance with Health and Safety legislation and the Insured's duty of care

#### **CLAIMS CO-OPERATION**

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

#### **CLAIMS PROCEDURE**

### **Claims Correspondence and Notification:**

For any loss liable to give rise to a claim under this Policy, the **Insured** or **Insured Person** shall give notice to **Underwriters** in writing as soon as practicable and in any case within ninety (90) days with the following initial information:

- 1. The **Insured Person's** name.
- 2. The Policy Number (if known).
- 3. The name of the **Insured Person's** employer, company or organisation.
- 4. The telephone, Email address or facsimile number on which an **Insured Person** or the **Insured** or their representatives can be reached.
- 5. Brief details of the claim to be made.

The **Insured** should also contact their **Insurance Intermediary** who sold them this Policy as soon as practicable, but no later than ninety (90) days of the loss. The **Insurance Intermediary's** address and telephone number will appear on their correspondence with the **Insured**.

### **GENERAL TRAVEL ADVICE**

#### MEDICAL COVER AND THE EUROPEAN HEALTH INSURANCE CARD

People whose permanent address is in the United Kingdom are entitled to a European Health Insurance Card (EHIC) issued in the United Kingdom.

The EHIC can be used to cover any medical treatment needed within the European Economic Area (EEA) as a result of an **Injury** or **Illness**.

Although the EHIC may not cover all medical costs, **Underwriters** strongly recommend that each **Insured Person** gets an EHIC card and takes it with them whenever they are travelling in the EEA.

An **Insured Person** can get more details from the EHIC Information Service website at www.ehic.org.uk, from the Department of Health or from local post offices in the United Kingdom.

### FOREIGN & COMMONWEALTH OFFICE (FCO) TRAVEL ADVICE

Before an **Insured Person** sets off on any foreign travel, they should review the FCO website at ww.gov.uk/foreign-travel-advice. The site is packed with essential travel advice and tips, plus up-to-date information about the country being travelled to. Any **Insured Person** can subscribe to email alerts. The FCO can also be contacted on 0845 850 2829.

#### WORLD HEALTH ORGANIZATION

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

### **PRIVACY NOTICE**

#### WHO UNDERWRITERS ARE

**Underwriters** are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance and/or the **Insurance Schedule**.

#### **BASIC INFORMATION**

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

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

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

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

#### OTHER PEOPLE'S DETAILS THE INSURED PROVIDES TO UNDERWRITERS

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

#### WANT MORE DETAILS?

For more information about how **Underwriters** use the **Insured** or **Insured Person's** personal information please see **Underwriters'** full privacy notice(s), which is available online on the **Underwriter's** website or in other formats on request. Website www.antaresunderwriting.com

## **CONTACT DETAILS**

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

Antares Managing Agency Ltd 21 Lime Street London EC3M 7HB

Email: <u>Compliance2@antaresunderwriting.com</u>

Telephone: +44 (0) 20 7959 1900

## **COOLING-OFF PERIOD AND CANCELLATION**

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

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

The **Underwriters** may cancel this Policy or any cover hereunder by giving thirty (30) days written notice to the **Insured** at their last known address and in such event the premium shall be calculated for the period up to the date when the cancellation takes effect and the **Underwriters** shall return any unearned portion of the premium paid.

The **Insured** may cancel this Policy by giving thirty (30) days written notice to the **Underwriters**. In this event, provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the return premium to be calculated will be based upon the period of cover the **Insured** or **Insured Person** has had. This charge will carry a minimum charge of £250.

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

### **GENERAL DEFINITIONS**

Certain words (in bold italic print below) have the specific meaning defined wherever they appear in this Policy, **Schedule** or endorsements.

#### CHILD OR CHILDREN

A dependent child up to the age of 18 years or up to the age of 25 years if in full time education.

#### **COMPUTER SYSTEM**

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

### **CYBER ACT**

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

#### CYBER INCIDENT

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

#### **DANGEROUS ACTIVITY**

- 1. Activities relating to horse-riding
- 2. Hunting or shooting
- 3. Martial arts, boxing, wrestling or judo
- 4. Motor sports, rallies or competitions
- 5. Motorcycling (including motor tri-cycling and motor quadric-cycling), whether as a rider or as a passenger, unless the **Insured Person** is on a public highway, and wearing a crash helmet and the rider has the appropriate licence
- 6. Mountaineering, abseiling or rock climbing when ropes or guides need to be used
- 7. Organised team football (including American, Australian and Association football)
- 8. Ice hockey, hockey, lacrosse, hurling, camogie, shinty or rugby
- 9. Parachuting, parasailing or parascending
- 10. Pot-holing
- 11. Professional sport of any kind
- 12. Speedboating or powerboating in a vessel that can reach speeds of more than 20 knots

- 13. Yachting
- 14. Racing (other than on foot or while swimming)
- 15. Rafting, canoeing or kayaking in white-water rapids
- 16. Swimming at a depth of 30 metres or more, swimming using breathing apparatus other than a snorkel
- 17. (unless the **Insured Person** is a qualified diver accompanied by a fellow qualified diver or are unqualified but accompanied by a qualified instructor)
- 18. Waterskiing
- 19. Winter Sports

#### **EMPLOYEE**

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

#### **EVENT**

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the **Schedule**.

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

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

#### **EXCESS**

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

#### **FUNERAL EXPENSES**

Customary burial or cremation expenses.

#### **GDPR**

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

#### **HOSPITAL**

An institution which:

- 1. has permanent full-time facilities caring for patients overnight; and
- 2. has facilities for the diagnosis and medical and surgical treatment of III people by Medical Practitioners; and
- 3. provides twenty-four (24) hour nursing services supervised by Registered General Nurses or nurses with similar recognised qualifications; and
- 4. is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

### **HOSPITALISATION**

An overnight stay in a **Hospital** as an in-patient, such stay being certified as necessary by a **Medical Practitioner**.

#### ILL / ILLNESS

An illness or disease that manifests itself during the **Operative Time**.

#### INCIDENTAL LEISURE TRIP

Shall mean a period of holiday up to (five) 5 days immediately prior to or following a business trip undertaken on behalf of the **Insured**.

#### **INJURY**

An injury resulting from an accident caused by violent, external and visible means, occurring solely and directly and independently of any other cause and which occurs at an identifiable time and place.

#### **INSURANCE INTERMEDIARY**

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

#### **INSURED**

The **Insured** as stated in the **Schedule**.

#### **INSURED PERSON**

Any person covered by this Policy as stated in the Schedule.

#### **MEDICAL PRACTITIONER**

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

- 1. an Insured Person.
- a member of the immediate family of the Insured Person.
- 3. an **Employee** of the **Insured**.

#### MONEY

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

#### **OPERATIVE TIME**

The period of time applicable to each section of cover during which the **Insured** is covered by the terms and conditions of this Policy.

#### **PARALYSIS**

The loss or impairment of voluntary movement in a body part(s), caused by an **Event, Illness** or disease of the nerves, brain or spinal cord resulting in **Permanent Total Disablement**.

#### **PARTNER**

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

#### PERIOD OF INSURANCE

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

#### PERMANENT COUNTRY OF RESIDENCE

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

#### **PROPERTY**

- 1. Personal effects owned by or the responsibility of an Insured Person and/or
- Business Equipment taken by an Insured Person on a trip or acquired by the Insured Person in the course of such trip during the Operative Time.

#### **RADIATION**

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

#### **SCHEDULE**

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

#### **TERRORIST ACTIVITY**

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

#### TOTAL DISABLEMENT OR TOTAL DISABILITY

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

#### **UNDERWRITERS**

Certain **Underwriters** at Lloyd's.

#### **USUAL COUNTRY OF DOMICILE**

The country where an **Insured Person** has permanent residential status.

#### UTILISATION OF BIOLOGICAL WEAPONS OF MASS DESTRUCTION

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

#### UTILISATION OF CHEMICAL WEAPONS OF MASS DESTRUCTION

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

#### UTILISATION OF NUCLEAR WEAPONS OF MASS DESTRUCTION

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

#### WΔR

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

- 1. hostilities or warlike operations (whether war be declared or not).
- 2. invasion, civil war, rebellion, insurrection, revolution.
- act(s) of an enemy foreign to the nationality of the Insured Person or the country in, or over which the act
  occurs.
- 4. civil commotion assuming the proportions of, or amounting to, an uprising.
- 5. overthrow of the legally constituted government.
- 6. military or usurped power.
- 7. explosions of war weapons.
- 8. Terrorist Activity.
- 9. murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

#### WINTER SPORTS

Any type of skiing, ice-skating and using sledges, skeletons, snowboards, snowmobiles, bobsleighs (a racing sledge for two or more people, with a steering mechanism enabling the driver to direct it down a steeply banked ice-covered run) toboggans or luge.

#### **GENERAL CONDITIONS**

### **ACCESS TO ADDITIONAL MATERIALS**

The **Insured** and/or any **Insured Person** under this Policy shall furnish to **Underwriters**, or their designated representatives, all information, documentations and medical information that **Underwriters** may require at any time during the term of this Policy, or until resolution of all claims, whichever is later.

#### **AQUISITION CLAUSE**

If, following the inception of cover and during the Period of Insurance, the **Insured** purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically apply from the date of such purchase or creation at no additional premium. It is a condition of this Policy that following such an event, the wage roll, number of **Insured Persons** or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, **Underwriters** agree to continue cover for fourteen (14) days during which time the **Insured** shall provide relevant additional information including any information required by **Underwriters** and pay the additional premium required by the **Underwriters**. If this information is not forthcoming after fourteen (14) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease.

#### **ASSOCIATED COMPANIES**

If this Policy is to also cover associated companies of the **Insured**, a list of these companies must be provided to **Underwriters** for their records at the commencement date of this Policy or within (thirty) 30 days of the creation or acquisition of such associated companies.

#### APPLICABLE LAW AND JURISDICTION

This Policy, any endorsements and the **Schedule** shall be governed by and construed in accordance with the law of England and Wales and the **Insured**, **Insured Persons** and **Underwriters** irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim hereunder.

## **CHANGE OF BUSINESS**

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

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

Any third parties to this contract do not have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** may enforce the terms of this contract.

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

#### **CONTRIBUTION**

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

#### **CURRENCY CONVERSION**

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

#### CYBER CLARIFICATION CLAUSE

Except for under the Cancellation & Curtailment or Rearrangement Expenses cover (only) contained within Section 3 (Travel), **Underwriters** will pay for any otherwise covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the Policy's full terms, conditions, limitations and exclusions.

#### FRAUDULENT CLAIMS

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

#### **INTEREST**

No sum payable by the **Underwriters** under this Policy shall carry interest.

## OTHER INSURANCE (APPLICABLE TO SECTION 3 - TRAVEL ONLY)

**Underwriters** will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

#### LIMIT OF UNDERWRITERS' LIABILITY

- In no case shall the **Underwriters'** liability under any Section of this Policy in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.
- If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the **Aggregate Limit of Liability**.
- The **Underwriters** will not pay any claim sustained during a trip in excess of six (6) calendar months' duration.
- The Underwriters will not cover any trip in excess of 89 Days to the United States of America.

#### PREMIUM ADJUSTMENT

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

#### RIGHT TO MEDICAL RECORDS AND MEDICAL EXAMINATION

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

#### THE GDPR AND DATA PROTECTION ACT 2018

For the purpose of providing this insurance and handling of claims or complaints, **Underwriters** may need to transfer certain information which the **Insured** or **Insured Person** have provided to **Underwriters** to other parties. Any information the **Insured** or **Insured Person** have provided will be dealt with by **Underwriters** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.

#### SANCTIONS, EXPORT AND EXCHANGE CONTROL CLAUSE

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

#### **GENERAL EXCLUSIONS**

The **Underwriters** will not pay any claim directly or indirectly resulting from:

- 1. **War.** This Exclusions will only become operative in the even that **Underwriters** give the **Insured** a minimum of 168 hours (7 days) written notice (sent by recorded or registered post) of their intent to invoke this Exclusion. Such notice shall be deemed to have been received by the **Insured** at the time and date that it is recorded as having been delivered to them at the address noted in the **Schedule**;
- 2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
- 3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined;
- 5. travelling to any countries specified in the **Schedule** as being excluded by this Policy;
- 6. an **Insured Person** flying other than as a passenger in an aircraft licensed to carry passengers;
- 7. an Insured Person attempting to commit or committing intentional self-injury or suicide;
- 8. any criminal act committed by the **Insured** or an **Insured Person**;
- 9. an Insured Person participating in professional sports;
- 10. an **Insured Person** undertaking operational duties as a member of the Armed Forces;
- 11. claims under Sections 1 Personal Accident and Section 3 Travel, for an **Insured Person** who is over the age of 84 when the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later;
- 12. claims under Section 2 Illness for an **Insured Person** who is over the age of 64 when the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later;
- 13. an **Insured Person** taking part in any **Dangerous Activity**, unless **Underwriters** have agreed to provide cover in writing or by adding an endorsement to the Policy.
- 14. travel to any country or with any persons in breach of the Sanctions, Export and Exchange Control clause;
- 15. travel to any country where the Foreign & Commonwealth Office advises or has advised against all or all but essential travel to such country on <a href="www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a> on or before the date of the <a href="mailto:lnured Person's">lnured Person's</a> travel, unless such travel has been agreed by <a href="mailto:lnured-person">Underwriters</a> in writing, in advance and at <a href="mailto:lnured-person">Underwriters</a> absolute discretion.
- 16. failure on the part of the Insured person to follow any suggestions or recommendations made by any government or other official authority including the Foreign & Commonwealth Office during the period of insurance.

#### **OPERATIVE TIME AND DESCRIPTIONS**

Operative Time means a time within the Period of Insurance during which coverage shall apply, being:

#### PERSONAL ACCIDENT:

OT1 24 Hours a day

24 Hours a day at any time, Worldwide.

OT2 Occupational Accidents Only including Commuting

Whilst an **Insured Person** is engaged in their occupation with the **Insured**, including daily travel between normal residence and normal place of work.

OT3 Occupational Accidents Only excluding Commuting

Whilst an **Insured Person** is engaged in their occupation with the **Insured**, excluding daily travel between normal residence and normal place of work.

#### **ILLNESS:**

OT1 24 Hours a day

24 Hours a day at any time, Worldwide.

#### TRAVEL:

### OT4 Business and incidental leisure trips outside Usual Country of Domicile

Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured**, involving travel outside **Usual Country of Domicile** starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).

#### OT5 Business and/or holiday trips outside Usual Country of Domicile

Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** and/or holiday travel outside **Usual Country of Domicile** starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).

OT6 Business and incidental leisure trips outside Usual Country of Domicile including air travel within Usual Country of Domicile

Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** involving:

- travel outside Usual Country of Domicile and/or
- air travel within **Usual Country of Domicile** and starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).
- OT7 Business and incidental leisure trips outside Usual Country of Domicile, air travel within Usual Country of Domicile and trips within Usual Country of Domicile involving an overnight stay

Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** involving:

- travel outside Usual Country of Domicile and/or
- air travel within Usual Country of Domicile and/or
- any travel within **Usual Country of Domicile** provided such travel involves an overnight stay away from home or the normal place of business (whichever is left last) and shall continue until arrival back at home or the normal place of business (whichever is reached first).
- OT8 Business and/or holiday trips outside Usual Country of Domicile, air travel within Usual Country of Domicile and trips within Usual Country of Domicile involving an overnight stay

Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** and/or holiday travel involving:

- travel outside Usual Country of Domicile and/or
- air travel within Usual Country of Domicile and/or
- any travel within **Usual Country of Domicile** provided such travel involves an overnight stay away from home or the normal place of business and shall start from the time of leaving home or the normal place of business (whichever is left last) and continue until arrival back at home or the normal place of business (whichever is reached first).

#### OT9 Holiday trips outside Usual Country of Domicile

Any trip commencing during the **Period of Insurance** in connection with a holiday outside **Usual Country of Domicile** and shall start from the time of leaving home or the normal place of business (whichever is left last) and continue until arrival back at home or the normal place of business (whichever is reached first).

#### **SECTION 1 – PERSONAL ACCIDENT**

#### THE COVERAGE:

If an Insured Person sustains an Injury during the Operative Time which within twenty-four (24) months results in:

- 1. death, disablement or the sustaining of medical expenses;
- 2. death or disablement solely as a result of unavoidable exposure to severe weather conditions;
- 3. disappearance of an **Insured Person**, and if after a period of twelve (12) months and all available evidence examined, there is reason to presume that the death of the **Insured Person** has occurred, the disappearance shall be considered to have been caused by an **Injury**;
- 4. permanent loss of hearing in one or both ears;
- 5. permanent loss of Speech;

the **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the **Schedule**.

## DEFINITIONS APPLICABLE TO PERSONAL ACCIDENT - SEE ALSO GENERAL DEFINITIONS:

#### AGGREGATE LIMIT OF LIABILITY

The aggregate amount of all benefits payable as stated in the **Schedule**.

#### **ANNUAL SALARY**

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

#### **BENEFIT PERIOD**

The maximum period from the date of **Total Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

#### **DEFERMENT PERIOD**

The period prior to the commencement of the **Benefit Period** during which no benefit is payable.

#### **DISABILITY INCOME**

A Temporary Partial Disablement or Temporary Total Disablement suffered by an Insured Person.

#### **HEMIPLEGIA**

Permanent Paralysis in one vertical half of a patient's body.

#### **LOSS OF HEARING**

Permanent total and irrecoverable loss of hearing in one or both ears shall be considered as having occurred:

- 1. in both ears, if an **Insured Person** is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or
- in one ear, if the degree of hearing is more than 90% and is without hope or prospect of improvement.

#### LOSS OF LIMB OR LIMBS

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

### LOSS OF SIGHT

Permanent and total loss of sight shall be considered as having occurred:

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

#### LOSS OF SPEECH

Permanent total and irrecoverable loss of speech shall be considered as having occurred if an **Insured Person** is declared totally unable to communicate by voice on the authority of a registered qualified **Medical Practitioner** and/or a registered qualified speech therapist and is without hope or prospect of improvement.

#### **PARAPLEGIA**

Permanent and total **Paralysis** of the two lower limbs bladder and rectum.

#### PERMANENT TOTAL DISABLEMENT

**Total Disablement** caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in their usual occupation with the **Insured** for a period of twelve (12) consecutive months, and at the end of that period being without hope or prospect of improvement.

#### **QUADRIPLEGIA**

Permanent and entire **Paralysis** of both legs and both arms.

#### **TEMPORARY PARTIAL DISABLEMENT**

Temporary disablement, which prevents an **Insured Person** from engaging in a substantial part of their usual business or occupation.

#### **TEMPORARY TOTAL DISABLEMENT**

Temporary disablement, which entirely prevents an **Insured Person** from engaging in their usual business or occupation.

#### **TRIPLEGIA**

Permanent Paralysis of three limbs.

## CONDITIONS APPLICABLE TO PERSONAL ACCIDENT - SEE ALSO GENERAL CONDITIONS:

- 1. Where an Insured Person is under the age of 16 years the Accidental Death benefit will be limited to £15,000.
- 2. Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**:
  - 2.1 **Permanent Total Disablement** shall read, "**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing**, which prevents the **Insured Person** from engaging totally in any and every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement.
  - 2.2 **Disability Income** benefit will not be payable.
- 3. If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full for all monies paid to them in respect of such disappearance within 30 days of the **Underwriters**' request.
- 4. Any claim for **Disability Income** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim.
- 5. An **Insured Person's** weekly benefit for **Disability Income** will be calculated using their **Annual Salary** and dividing by fifty-two (52), unless stated differently within the Policy.

### PROVISIONS APPLICABLE TO PERSONAL ACCIDENT:

- If an Insured Person is covered under Benefit 1, Accidental Death, but the benefit payable is less than that for Benefits 1.2 – 1.11 (listed in the Schedule), the Underwriters will not pay more than the amount of the Accidental Death benefit (if an Injury does not immediately result in death) until at least thirteen (13) weeks after the date of the Injury.
- 2. If an **Insured Person** is not covered under Benefit 1, Accidental Death, the **Underwriters** will not pay for Benefits 1.2 1.11 (listed in the **Schedule**), until at least thirteen (13) weeks after the date of the **Injury**, and the **Underwriters** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Injury**.
- 3. The **Underwriters** will not pay for more than one of the Benefits 1.1 1.4 (listed in the **Schedule**) in respect of the same **Injury**.
- 4. If a valid claim has occurred under Benefit 1.4 **Permanent Total Disablement**, an additional payment shall be due if the **Insured Person** has suffered **Permanent Total Disablement** as a result of either **Quadriplegia**, **Triplegia**. **Hemiplegia** or **Paraplegia**. **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the **Schedule** under benefits 1.8 1.11.

## EXCLUSIONS APPLICABLE TO PERSONAL ACCIDENT - SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

1. For illness not directly resulting from an Injury.

## PERMANENT PARTIAL DISABILITY - (CONTINENTAL SCALE)

If the **Schedule** indicates that the Permanent Partial Disability (Continental Scale) is operative, the Benefit is payable as a percentage of the sum insured specified for Benefit 1.4 (**Permanent Total Disablement**) of the Personal Accident **Schedule**:

1.	SENSES	S AND FACULTIES			
	1.1	Total loss of sense of taste and sm	ell		30%
2.	FACE A	E AND SKULL			
	2.1	Loss of whole of lower jaw		100%	
	2.2	Loss of facial tissue, incapable of s	Loss of facial tissue, incapable of surgical reinstatement and necessitating		
		permanent use of a cosmetic mask			100%
	2.3	Loss of facial tissue, partially capable of surgical reinstatement but with			
		•			
	2.4	Loss of bony substance of the skul	l in		
		all its thickness:		2.4.2 3sq.cm	
	2.5	Prominently raised facial scarring to	otalling:	•	
				2.5.2 5cm in length or 5sq.cm in	ı area 5%
3.	BODILY	ORGANS AND SPINAL COLUMN			
	3.1				
	3.2	<del>_</del>			40%
	3.3	Severe loss of spinal strength and			E00/
	3.4			vity	50%
	3.4	Partial loss of spinal strength and r normal day to day domestic activity			20%
4.	UPPER	LIMBS			RightLeft
	4.1	Loss of one arm or one hand			100%100%
	4.2	Complete immobility of shoulder			70%60%
	4.3	Complete immobility of elbow:	4.3.1	in unfavourable position	50%40%
		•	4.3.2	in favourable position	
				(within 15 degrees of right angle)	35%25%
	4.4	Complete immobility of wrist:	4.4.1	in awkward position	35%30%
			4.4.2	in straight position	25%20%
	4.5	Total loss of thumb			25%20%
	4.6	Partial loss of thumb:		one phalange	15% 10%
	4.7	Complete immobility of thumb			15% 10%
	4.8	Total loss of forefinger			15% 10%
	4.9	Partial loss of forefinger:	4.9.1	two phalanges	10%6%
	4.40		4.9.2	one phalange	5%3%
		Total loss of any other finger			5%3%
5.	LOWER				
	5.1	_			
	5.2	_			
	5.3		-		
	5.4				
	5.5				
	5.6				
	5.7	·		erably restricted movement	
	5.8			ovement preserved	
	5.9	Shortening of lower limb	5.9.1 5.9.2	by 5cm or more	
			5.9.2	by 3 to 5cmby less than 3cm	
	5.10	Loss of hig too		-	
	5.10	_			
	5.11				
	J. 1Z	Loss of any other toe			3 /0

#### PROVISIONS APPLICABLE TO PERMANENT PARTIAL DISABILITY (CONTINENTAL SCALE):

- 1. Benefits for any permanent partial disability not noted above will be calculated by the **Underwriters** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
  - 1.1 the total benefit payable shall not exceed 100% of the sum insured for each **Insured Person** as the result of any one **Injury**.
  - 1.2 if a benefit is payable for the loss of, or loss of use of, a whole member of the body then benefits for the loss of parts of that member cannot also be claimed.
  - 1.3 any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **Injury**.
- 2. If an **Insured Person** is left handed, the percentage levels of compensation applicable to the right upper limb shall be deemed to apply to the left upper limb and vice versa.
- 3. Scarring which is not prominently raised shall be compensated to the extent of half the amount payable for prominently raised scarring.
- 4. Complete immobility of a finger or toe (other than thumb and big toe) shall be compensated to the extent of half the amount specified for total loss.

## **ADDITIONAL BENEFITS:**

#### REHABILITATION EXPENSES

#### THE COVERAGE:

The **Underwriters** will pay, after a **Permanent Total Disablement** claim has been settled in favour of an **Insured Person** under this Policy, the actual costs incurred (not exceeding £500 per month for a maximum of six (6) months) for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution. Such tuition, advice or treatment must be undertaken with the **Underwriters** prior agreement and the agreement of the **Insured Person's Medical Practitioner**.

### **COMA BENEFIT**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Coma**, the **Underwriters** will pay the **Insured** £350 per week for each full week of continuous unconsciousness up to a maximum period of one hundred and four (104) weeks.

DEFINITIONS APPLICABLE TO COMA BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### COMA

A continuous unconscious state.

#### **HOME MODIFICATION BENEFIT**

#### THE COVERAGE:

If as a direct result of an **Injury** during the **Operative Time** which results in a claim that is payable under any one of the Benefits 1.2 - 1.11 (listed in the **Schedule**), the **Insured Person** is required to modify their **Home** (limited to the modification for external or internal wheelchair access, internal guide rails, emergency alert system) in order for the **Insured Person** to perform the daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **Home**, the **Underwriters** will pay the cost incurred for such modifications to a maximum of £15,000.

This Benefit is only payable where such modifications are undertaken with the prior written agreement of the **Underwriters** and the agreement of the **Insured Person's** attending **Medical Practitioner**.

DEFINITIONS APPLICABLE TO HOME MODIFICATION BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **HOME**

Any house, flat, or mobile/park home of an **Insured Person**, which is their main permanent residence in **Usual Country of Domicile**.

#### **HOSPITAL AND CONVALESCENCE BENEFIT**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Hospitalisation** or a period of **Convalescence** the **Underwriters** will pay the **Insured** the amount appropriate to the sum insured shown below:

- **HOSPITALISATION BENEFIT:** payable up to fifty-six (56) days. **Sum Insured**: £140 per week The benefit payable for each over-night stay will be one seventh of the sum insured.
- **CONVALESCENCE BENEFIT:** payable up to twenty-eight (28) days. **Sum Insured**: £210 per week immediately after seven (7) or more consecutive over-night stays in **Hospital**, the benefit payable for each day will be one seventh of the sum insured.

DEFINITIONS APPLICABLE TO HOSPITAL AND CONVALESCENCE BENEFIT - SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

A period of recuperation on the orders of a **Medical Practitioner** after release from **Hospital** following **Hospitalisation** of at least seven (7) nights.

EXCLUSIONS APPLICABLE TO HOSPITAL AND CONVALESCENCE BENEFIT - SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

1. for any benefit once the **Insured Person** has returned to work or is able to resume the majority of their duties or activities performed prior to suffering an **Injury**.

#### LOSS OF ENJOYMENT OF LIFE BENEFIT

#### THE COVERAGE:

The **Underwriters** will pay 5% of the **Permanent Total Disablement** sum insured as stated in the **Schedule** to a maximum of £7,500 whichever is the lesser; for **Loss of Enjoyment of Life** to an **Insured Person** following a claim which is payable under Section 1, Benefits 1.2, 1.3.(a), 1.3.(b), 1.3.(c)i) and 1.4 - 1.8 (listed in the **Schedule**)

DEFINITIONS APPLICABLE TO LOSS OF ENJOYMENT OF LIFE BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### Loss of Enjoyment of Life

An **Injury** to an **Insured Person** which is confirmed by the **Insured's Medical Practitioner** as necessitating the assistance of another person or a mechanical device to undertake two or more of the following activities on behalf of the **Insured Person** for the remainder of the **Insured Person's** life:

- dressing and undressing; or
- 2. washing, bathing and toileting; or
- 3. eating and drinking; or
- 4. general household duties, shopping and driving.

### CONDITIONS APPLICABLE TO LOSS OF ENJOYMENT OF LIFE BENEFIT - SEE ALSO GENERAL CONDITIONS:

 A claim will only be considered where the Insured Person's Medical Practitioner has confirmed the necessity for assistance or a mechanical device.

#### **FRACTURE BENEFIT**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in a **Fracture** the **Underwriters** will pay the **Insured** the amount appropriate to the benefit shown below:

1.	Skull (excluding nose & teeth).	£500
2.	Shoulder (scapula and clavicle).	£250
3.	Arm (humerus, ulna and radius).	£250
4.	Leg (femur, patella, tibia and fibula).	£250

## DEFINITIONS APPLICABLE TO FRACTURE BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **FRACTURE**

A complete or incomplete break in a bone specified above resulting from the application of excessive force.

#### **OSTEOPOROSIS**

The thinning of the bone out of proportion to age.

#### **EXCLUSIONS APPLICABLE TO FRACTURE BENEFIT - SEE ALSO GENERAL EXCLUSIONS:**

The **Underwriters** will not pay any claim directly or indirectly caused by or contributed to by:

Osteoporosis where this condition has been diagnosed and made known to the Insured Person prior to the Fracture.

#### PHYSIOTHERAPY BENEFIT

If an **Insured Person** sustains an **Injury** during the Operative Time of Cover which results in a claim being paid under this Policy for a **Fracture**, the **Underwriters** shall compensate the **Insured Person** up to £35 for each session of physiotherapy and up to a maximum of £350 in total.

#### **EXCLUSIONS APPLICABLE TO PHYSIOTHERAPY BENEFIT - SEE ALSO GENERAL EXCLUSIONS:**

Any treatment received beyond 12 months of the Injury

#### **OPTICAL INJURY BENEFIT**

#### THE COVERAGE:

If an **Insured Person** sustains an optical **Injury** during the **Operative Time** which requires the **Insured Person** to be admitted as an in-patient to **Hospital** the **Underwriters** will pay up to a maximum of £25 for an eye test if this is required, and in addition up to £150 towards the cost of purchasing, replacing or repairing **Spectacles** or contact lenses;

- 1. for accidental damage to **Spectacles**; or
- 2. if contact lenses need to be replaced due to damage; or
- 3. the **Insured Person** within thirty (30) days of the **Injury** is prescribed **Spectacles** or contact lenses due to eye damage;

DEFINITIONS APPLICABLE TO OPTICAL INJURY BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **SPECTACLES**

Prescribed eyewear by a qualified optician including the frames and lenses.

#### **URGENT EXPENSES FOLLOWING DEATH**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within twenty-four (24) months results in death and an interim death certificate is issued, the **Underwriters** will pay £1,000 to cater for expenses which need urgent or immediate payment whilst the administration of the **Insured Person's** estate is being arranged. These expenses are payable in addition to the death Benefit which will become payable on production of the final death certificate.

#### **BURNS BENEFIT**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Burns**, the **Underwriters** will pay the **Insured Person** the amount appropriate to the benefit shown below:

27% or more of the body surface: £5,000
18% or more of the body surface: £4,000
9% or more of the body surface: £3,000
4.5% or more of the body surface: £1,500

## DEFINITIONS APPLICABLE TO BURNS BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **BURNS**

Full thickness, third degree burns resulting in a permanent scar.

#### **RECRUITMENT COSTS**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in accidental death or **Permanent Total Disablement**, **Underwriters** will reimburse the **Insured** at their request for recruitment costs to a maximum of £7,500 incurred with the appointment of a replacement **Insured Person**.

#### **RETRAINING COSTS**

#### THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Loss of** Hearing, Loss of Limb or Limbs, Loss of Sight, Loss of Speech or Permanent Total Disablement, **Underwriters** will reimburse the **Insured** at their request for necessary retraining costs to a maximum of £7,500 incurred with retraining the **Insured** Person for an alternative occupation with the **Insured**.

## **SECTION 2 - ILLNESS**

#### THE COVERAGE:

If during the **Operative Time** an **Insured Person** becomes **III**, the **Underwriters** will pay to the **Insured** the sum insured stated in the **Schedule**.

#### **CONDITION PRECEDENT APPLICABLE TO ILLNESS COVER:**

The **Insured** or the **Insured Person** must disclose to **Underwriters** any disability, condition or illness for which an **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance** or the effective date of the **Insured Person's** inclusion in the Policy whichever is later. Any claim that the **Insured** or the **Insured Person** makes under this Policy arising from any Pre-Existing Medical Condition that **Underwriters** have not agreed in writing to insure will not be covered.

#### CONDITIONS APPLICABLE TO ILLNESS COVER - SEE ALSO GENERAL CONDITIONS:

- That all Insured Persons are employed at the inception of this insurance or date of their inclusion on this Policy, whichever is the later.
- 2. An **Insured Person's** weekly benefit for **Disability Income** will be calculated using their **Annual Salary** and dividing the same by fifty-two (52), unless stated differently in the **Schedule**.

#### **EXCLUSIONS APPLICABLE TO ILLNESS COVER - SEE ALSO GENERAL EXCLUSIONS:**

The **Underwriters** will not pay any claim:

- 1. if an **Insured Person** has taken a drug unless it was taken on proper medical advice or instruction from a **Medical Practitioner** and not for treatment of any addiction;
- 2. directly or indirectly caused or contributed to by:
  - 2.1 an **Insured Person's** alcohol abuse or addiction;
  - an **Insured Person's** infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named; or
  - 2.3 any disability, condition or illness for which an **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance** or the effective date of the **Insured Person's** inclusion in the Policy whichever is later; or
  - 2.4 Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression
  - 2.5 The first 28 days of any Illness Temporary Total Disablement claim due to covid or covid related conditions or Illness

#### **SECTION 3 – TRAVEL**

#### TRAVEL MEDICAL AND EMERGENCY EXPENSES

#### THE COVERAGE:

If during the Operative Time an Insured Person sustains an Injury or becomes III the Underwriters:

will reimburse the Insured for Medical Expenses and Evacuation Services necessarily incurred by the Insured and/or Insured Person up to an amount not exceeding the Travel Medical Expenses sum insured stated in the Schedule and subject to any Excess stated in the Schedule for:

#### 1.1 MEDICAL EXPENSES

expenses incurred outside the **Usual Country of Domicile** for customary medical, surgical, **Hospital** and ambulance fees or other diagnostic treatment given or prescribed by a **Medical Practitioner**.

#### 1.2 MEDICAL ESCORT EXPENSES

transport and accommodation expenses for an **Insured Person** and up to two persons who, on the advice of a **Medical Practitioner**, need to travel to, remain with or escort the **Insured Person** back to the **Usual Country of Domicile**, such transport expenses being limited to the cost of an economy ticket per person for the most appropriate method of transport.

#### 1.3 **RETURNING EXPENSES**

- 1.3.1 transport and accommodation expenses necessarily incurred in returning an Insured Person to the Usual Country of Domicile as a result of the Insured Person's travelling companion sustaining an Injury and/or Illness provided that the travelling companion commenced the journey, and had the intention of completing the journey with the Insured Person; or
- 1.3.2. transport expenses of an **Insured Person** returning as a result of death, serious **Injury** or serious **Illness** of their **Partner**, **Relative** or business colleague in the **Usual Country of Domicile** provided that the **Insured Person's** journey had already commenced and the death, serious **Injury** or serious **Illness** was unforeseen at that time.

#### 1.4 EMERGENCY DENTAL EXPENSES

emergency dental expenses advised by a **Medical Practitioner** as being necessary for the relief of pain and discomfort to enable an **Insured Person** to continue their trip; or dental expenses incurred as a result of an **Injury**.

### **ADDITIONAL BENEFITS**

#### THE COVERAGE:

If during the Operative Time an Insured Person sustains an Injury or becomes III the Underwriters will pay for:

#### 1. FUNERAL EXPENSES

Funeral Expenses of an Insured Person incurred outside of the Usual Country of Domicile or expenses incurred in relation to transportation of the Insured Person's body or ashes and Property back to the Usual Country of Domicile up to an amount of £10,000;

### 2. HOSPITAL INPATIENT EXPENSES

£50 for each completed 24-hour period spent as a **Hospital** inpatient up to a maximum of £1,500;

#### 3. FOLLOW ON MEDICAL EXPENSES

In respect a valid claim under Section 3 Travel Medical, Emergency and Evacuation Expenses **Underwriters** agree to pay costs incurred for **Hospital** in-patient medical charges necessarily incurred within three months immediately following the **Insured Persons** date of return to their **Usual Country of Domicile**, up to a maximum of £25,000.

### 4. NON-TRAVELLING PARTNER ACCIDENTAL DEATH BENEFIT

The **Underwriters** will pay the **Insured** a benefit amount of £5,000 if whilst an **Insured Person** is travelling, their **Partner** dies whilst in their **Usual Country of Domicile** as a result of an **Injury**.

## EXCLUSIONS APPLICABLE TO NON-TRAVELLING PARTNER ACCIDENTAL DEATH BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

a) if the **Partner** is travelling overseas at the time the death by **Injury** occurs.

#### 5. CHILDREN'S FUND

The **Underwriters** will pay £2,500 for each **Child** (being limited to £5,000 in the aggregate for all **Children** in any one family) should the **Insured Person** die as a result of an **Injury** when travelling overseas.

DEFINITIONS APPLICABLE TO TRAVEL, MEDICAL AND EMERGENCY EXPENSES - SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **RELATIVE**

The **Insured Person's** or **Insured Person's Partner's** parent, brother, sister, son or daughter (including fostered children), grandparent, grandchild, step-parent, step-child, step-brother, step-sister, aunt, uncle, cousin, nephew or niece

## CONDITIONS APPLICABLE TO TRAVEL, MEDICAL AND EMERGENCY EXPENSES – SEE ALSO GENERAL CONDITIONS:

- 1. The Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim.
- 2. To avoid prejudicing the reimbursement of expenses, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems encountered without involving The Evacuation Service.
- In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.
- 4. **Underwriters** will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

## EXCLUSIONS APPLICABLE TO TRAVEL, MEDICAL AND EMERGENCY EXPENSES – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claims:

- if an Insured Person is travelling having received advice before departure from a Medical Practitioner not to do so:
- 2. if the **Insured** and /or an **Insured Person** can recover costs from any other insurance Policy or National Insurance Programme;
- 3. after 12 months from the time of incurring the first expense;
- 4. for an **Insured Person** travelling for the purpose of obtaining medical treatment;
- 5. any claim resulting from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim results from complications of pregnancy or childbirth;
- 6. for the cost of continuing regular medication or treatment or for any associated travel, accommodation or other expenses incurred in procuring such medication or treatment in respect of any condition for which medical advice or treatment was being followed at the time that the journey commenced, unless the **Insured** or an **Insured Person** has been subject to a travel delay of more than 6 hours;

## PROPERTY, BUSINESS EQUIPMENT AND MONEY

#### THE COVERAGE:

#### 1 PROPERTY

The **Underwriters** will reimburse the **Insured** in respect of the cost of the repair or replacement of an **Insured Person's Property**, up to an amount not exceeding the sum insured stated in the **Schedule**, if during the **Operative Time** an **Insured Person's Property** is lost, damaged, stolen or destroyed.

#### 2. DELAYED PROPERTY

In addition, if during the outward or onward journey any items of essential clothing or toiletries forming part of **an Insured Person's Property** shall be mislaid for a period of 6 hours or more, the **Underwriters** will pay up to a maximum of £750 in respect of the purchase of any replacement of such items.

#### 3. BUSINESS EQUIPMENT

The **Underwriters** will reimburse the **Insured** in respect of the cost of the repair or replacement of **Business Equipment** in the care, custody or control of the **Insured** or **Insured Person** which is lost, damaged, stolen or destroyed. The sum insured in respect of Business Equipment is included within the Property sum stated in the **Schedule**.

#### 4. MONEY

The **Underwriters** will reimburse the **Insured**, up to an amount not exceeding the sum insured stated in the **Schedule**, if during the **Operative Time** the **Insured Person's Money** is lost, stolen or destroyed.

#### 5. LOSS OF KEYS

If an **Insured Person** loses the keys to their main residence whilst on an insured trip, **Underwriters** will pay up to a maximum of £150 towards the total cost (being parts and labour) of replacing the lock(s). It is noted that the **Insured Person** must make their own arrangements for this work to be carried out.

#### 6. PASSPORT

The **Underwriters** will reimburse the **Insured** for any costs or expenses incurred up to a maximum of £1,000 as a direct consequence of an **Insured Person** losing their passport, whether by theft or accidental means, provided that the loss is reported to the police within twenty-four (24) hours or as soon as is practicable thereafter.

## DEFINITIONS APPLICABLE TO PROPERTY AND MONEY - SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **BUSINESS EQUIPMENT**

Any business equipment, trade samples, or articles used in connection with the business which are the property of the **Insured** and are in the custody of the **Insured Person** and are taken on or acquired during a business trip undertaken by the **Insured Person**.

#### **VALUABLES**

Jewellery, furs, platinum, gold and silver articles, watches, binoculars, telescopes, photographic equipment, computers (including laptops), mobile phones, audio equipment and video equipment.

## CONDITIONS APPLICABLE TO PROPERTY AND MONEY - SEE ALSO GENERAL CONDITIONS:

Total loss or destruction of any article of **Property** not more than 3 years old will be settled on a new for old basis
provided that the replacement article is not superior to or of better quality than the original without any deduction
for wear and tear, depreciation or gradual deterioration.

For articles of **Property** over 3 years old an amount for wear and tear, depreciation or gradual deterioration will be deducted.

- If Money is collected from a bank for use during the Operative Time it will be covered for a period of 5 days prior
  to the commencement of any journey and shall continue to be covered for the same period after termination of
  the journey or until deposited at a bank whichever occurs first.
- 3. Any financial loss caused by fraudulent use of cheques, charge, bankers' or credit cards by an Insured Person will be reimbursed to the Insured up to an amount not exceeding the sum insured stated for Money in Section 3 of the Schedule, subject to the Insured Person's compliance with the conditions of use and other terms under which such cheques or cards have been issued.
- 4. An **Insured Person** will take all precautions for the safety of all **Property** and **Money**.
- 5. In the event of any claim in respect of any items of **Property**, the **Underwriters** are entitled to:
  - 5.1 keep or take possession of that item of **Property** and to deal with its salvage; or
  - 5.2 to repair or replace any items of **Property** for which **Underwriters** are liable.

## EXCLUSIONS APPLICABLE TO PROPERTY AND MONEY - SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim for **Property** in respect of:

- 1. any single article in excess of £1,000;
- 2. mechanical or electrical failure;
- 3. any process of cleaning, dyeing, restoring, repairing or alteration;
- 4. more than a proportion of the total value of the set where the lost or damaged **Property** is a part of a set or a pair;
- 5. sports equipment lost or damaged whilst in use;
- 6. loss of or damage to vehicles, their accessories or spare parts;
- 7. loss of or damage to furniture, furnishings and household effects;
- 8. loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of carriers and outside the control of the **Insured Person**;
- 9. theft or attempted theft of **Valuables** when they are unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.

The **Underwriters** will not pay any claim for **Money** in respect of:

- 1. loss of cash in excess of £1.000:
- 2. devaluation of currency or shortages due to errors or omissions during monetary transactions;
- 3. loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities within the timescales imposed by the issuing bank or relevant authorities.

The **Underwriters** will not pay any claim either for **Property** and **Money** in respect of:

- loss or theft not reported to either the police and/or the transport carrier within forty-eight (48) hours of discovery;
- 2. loss due to confiscation or detention by customs or any other authority.

### **HIJACK**

#### THE COVERAGE:

The **Underwriters** will reimburse the **Insured** for any costs or expenses incurred as a direct consequence of an **Insured Person** being victim of a **Hijack** during the **Operative Time** up to an amount not exceeding the sum insured stated in the **Schedule**.

#### PROVISIONS APPLICABLE TO HIJACK:

If during the Operative Time an **Insured Person** is the victim of a **Hijack** the cover shall continue in respect of that **Insured Person** for up to fifty-two (52) weeks from the date of the **Hijack** or until the **Insured Person** returns home, whichever is the earlier.

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

#### Hijack

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

## **KIDNAP AND HOSTAGE EXPENSES**

#### THE COVERAGE:

The Underwriters will pay up to a maximum of the sum insured stated in the Schedule if an Insured Person is:

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

for a period in excess of 72 hours which starts during the **Operative Time**.

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

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

#### **CONSULTANT COSTS**

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

#### **HOSTAGE**

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

#### KIDNAP / KIDNAPPED / KIDNAPPING

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

#### **RANSOM**

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

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

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

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

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

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

Telephone: +44 (0) 1243 621173

Email: assistance@cegagroup.com

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

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

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

The **Underwriters** will not pay any claim:

- 1. In respect of any fraudulent, dishonest, or criminal acts committed by the **Insured** or **Insured Person**, or any person authorised by or in collusion with the **Insured**;
- 2. if the **Insured Person** is permanently residing or staying for more than 90 consecutive days in the country where the **Kidnapping** or **Hostage** taking occurs;
- 3. in respect of **Kidnapping** of a child by its parent or legal guardian;
- 4. where the **Kidnap** or **Hostage** taking occurs in:
  - 4.1 any country located in Central or South America; or

- 4.2 Afghanistan, Chechnya, Egypt, Iran, Iraq, Israel (West Bank, Gaza and the Occupied Territories), Libya, Nigeria, North Korea, Philippines, Somalia, Sudan and Yemen;
- 4.3 any country in which the United Nations armed forces are deployed.
- 5. if the **Insured** and/or **Insured Person** can recover costs from any other insurance Policy.
- 6. an **Insured** who has had kidnap insurance cancelled or declined in the past.
- 7. any claim for an **Insured Person** within their **Permanent Country of Residence**.
- 8. any amount of money that the **Insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **Insured** in defence of such action, resulting from alleged negligence or incompetence in **Hostage** retrieval operations or negotiations following the **Kidnap** of an **Insured Person** or alleged negligence in not preventing the **Kidnap** of an **Insured Person**.
- 9. any amount of **Money**, **Property** or other consideration surrendered to those responsible for making a **Ransom** demand to an **Insured** or any person authorised to act on behalf of an **Insured**.

### **EMPLOYEE REPLACEMENT OR RESUMPTION OF ASSIGNMENT EXPENSES**

### THE COVERAGE:

The **Underwriters** will reimburse the **Insured** up to an amount not exceeding the sum insured stated in the **Schedule** for any **Expenses** incurred during the **Operative Time** as a direct result of an **Injury** to or **Illness** of an **Insured Person** which, in the opinion of a **Medical Practitioner**, will last for a period in excess of seventy-two (72) hours for either:

- 1. **Employee Replacement** the appointment of a substitute person to complete the original business commitments and objectives of the **Insured Person**; or
- Resumption of Assignment the return of the original Insured Person whom the Underwriters have repatriated back to their Usual Country of Domicile following an event covered under Travel Medical and Emergency Expenses, within ninety (90) days of such repatriation, to complete their original business commitments and objectives.

DEFINITIONS APPLICABLE TO EMPLOYEE REPLACEMENT OR RESUMPTION OF ASSIGNMENT EXPENSES – SEE ALSO GENERAL DEFINITIONS FOR FOR MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **EXPENSES**

Expenses necessarily incurred in Employee Replacement or Resumption of Assignment.

## EXCLUSIONS APPLICABLE TO EMPLOYEE REPLACEMENT OR RESUMTPION OF ASSIGNMENT EXPENSES – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

- 1. which is the direct or indirect result of an **Insured Person** travelling against the advice of a **Medical Practitioner**;
- 2. for expenses that the **Insured** or an **Insured Person** has paid or budgeted to pay before the commencement of the journey.

### CANCELLATION, CURTAILMENT OR REARRANGEMENT EXPENSES

#### The Coverage:

If an **Insured Person's** travel plans during the **Operative Time** have to be cancelled, curtailed or rearranged as a direct result of any cause outside the **Insured's** or **Insured Person's** control, the **Underwriters** will pay the **Insured** up to an amount not exceeding the sum insured stated in the **Schedule** for:

- 1. advance payments, deposits and other charges which have not been, and will not be used but which become forfeit or payable under contract; or
- 2. additional travel and accommodation expenses;
- 3. £25 per day or part thereof up to a maximum of ten (10) days in the event of an **Insured Person** attending jury service in their **Usual Country of Domicile**.

## CONDITIONS APPLICABLE TO CANCELLATION, CURTAILMENT OR REARRANGEMENT EXPENSES – SEE ALSO GENERAL CONDITIONS:

- 1. Any claim made under this sub-section resulting from an **Injury** or **Illness** must be made on the advice of a **Medical Practitioner**.
- 2. The **Underwriters** will not pay for more than one of the benefits including Additional Benefits in respect of the same incident or **Event**.

## EXCLUSIONS APPLICABLE TO CANCELLATION, CURTAILMENT OR REARRANGEMENT EXPENSES – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

- that is the direct or indirect result of an Insured Person travelling or arranging to travel against the advice of a Medical Practitioner:
- 2. where an **Insured Person** has decided of their own volition not to travel, or continue to travel;
- 3. resulting from the redundancy of an **Insured Person**, unless such redundancy qualifies for payment under their **Usual Country of Domicile's** Redundancy Acts;
- 4. resulting from the **Insured** or an **Insured Person's** financial circumstances;
- 5. as a result of the default of any provider (or their agent) acting for the **Insured** or any **Insured Person** in respect of transport or accommodation;
- 6. following the delay of public transport if an **Insured Person** fails to check in according to their itinerary;
- 7. following the delay or cancellation of public transport on the recommendation or orders of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body;
- 8. due to the **Insured** or an **Insured Person's** failure to obtain the necessary travel permits, visas or documents that result in refusal of entry to the **Travel** destination.
- 9. unless agreed otherwise by **Underwriters** in writing, in advance and at the **Underwriters'** absolute discretion, claims for cancelling or curtailing an **Insured Person's** journey due to any medical condition or set of circumstances known to the **Insured** or **Insured Person** at the time that the journey was booked, whichever is the later, where such condition or circumstances could have been expected to give rise to cancellation or curtailment of the journey.
- 10. for any of the following:
  - a) the coronavirus disease (COVID-19);
  - b) any mutation or variation of COVID-19;
  - c) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - d) any mutation or variation of SARS-CoV-2;
  - e) any epidemic, pandemic or mass outbreak of infectious disease;
  - f) any fear or threat of a), b), c), d) or e) above (whether actual or perceived).
- 11. for any loss, damage, liability, cost or expense arising directly or indirectly out of a Cyber Act or Cyber Incident

#### **ADDITIONAL BENEFITS**

### 1. TRAVEL DELAY

#### THE COVERAGE:

The **Underwriters** will pay the **Insured** £50 for each 6 hours delay up to a maximum of £500 if unavoidable delays are experienced by an **Insured Person** due to the unexpected failure or disruption of pre-booked travel undertaken on behalf of the **Insured**. Such delays should have occurred during the **Operative Time** in which the **Insured Person** has planned to travel, provided that the **Insured Person** followed the airline's recommended guidelines for checking in.

#### 2. DIVERSION OR MISSED TRAVEL CONNECTIONS

#### THE COVERAGE:

The **Underwriters** will reimburse the **Insured** for all additional expenses incurred for the transportation and accommodation of an **Insured Person** up to an amount not exceeding £1,000, if, during the **Operative Time**, the **Insured Person** misses an international travel connection by more than five (5) hours due to:

1. the unexpected failure of or disruption to pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.

- 2. **Injury** or illness of a fellow passenger or crew member of the pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
- 3. strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, volcanic eruption, accident or mechanical breakdown of any vehicle in which the **Insured Person** is travelling.
- 4. diversion of aircraft, sea vessel, publicly licensed passenger conveyance due to:
  - 4.1 **Injury** or illness of a fellow passenger or crew member;
  - 4.2 strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown of any vehicle in which the **Insured Person** is travelling.

#### 3. POLITICAL EVACUATION EXPENSES

#### THE COVERAGE:

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

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

#### **UNDERWRITERS WILL PAY:**

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

#### CONDITIONS APPLICABLE TO POLITICAL EVACUATION EXPENSES - SEE ALSO GENERAL CONDITIONS:

1. The Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim as a result of a Political Evacuation Expense at the following number:

Telephone: +44 (0) 1243 621173

2. If an incident occurs which is a Political Evacuation Expense, but the **Insured Person** has not sustained any **Injury**, the **Insured** or **Insured Person** must inform the **Underwriters'** representatives, CEGA, who are available twenty-four hours a day, seven days a week at the following number:

Telephone: +44 (0) 1243 621173

Email: assistance@cegagroup.com

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

- 3. If repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person subsequently found not to be insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.
- 4. To avoid prejudicing the reimbursement of expenses, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems encountered without involving the Evacuation Services.

#### 4. NATURAL DISASTER EVACUATION EXPENSES

#### THE COVERAGE:

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

#### **UNDERWRITERS WILL PAY:**

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

**Note:** If an **Insured Person** needs to leave the country they are in, the Evacuation Services must be contacted beforehand to confirm cover. Where possible the Evacuation Services will make the travel arrangements and in all cases the **Underwriters** will decide where to send the **Insured Person**.

# DEFINITIONS APPLICABLE TO NATURAL DISASTER EVACUATION EXPENSES – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUBSECTION:

#### **MAJOR NATURAL DISASTER**

Shall mean:

Geological event: Earthquake, Volcanic eruption.

Hydrological event: Maelstrom, Tsunami.

Climatic event: Hurricane, Tropical cyclone, Typhoon, Ice storm, Tornado.

## CONDITIONS APPLICABLE TO NATURAL DISASTER EVACUATION EXPENSES – SEE ALSO GENERAL CONDITIONS:

1. The Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim as a result of a Political Evacuation Expense at the following number:

Telephone: +44 (0) 1243 621173

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

Telephone: +44 (0) 1243 621173

Email: assistance@cegagroup.com

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

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

## EXCLUSIONS APPLICABLE TO POLITICAL AND NATURAL DISASTER EVACUATION EXPENSES – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

- 1. where the **Insured Person** has breached or is accused of breaching the laws or regulations of the country from which they have to be evacuated;
- 2. where the **Insured Person** fails to produce or maintain immigration, work, residence or similar visas, permits or other documentation necessary to remain in that country;
- 3. due to debt, insolvency, commercial failure, the repossession of property or any other financial cause;
- 4. following the **Insured's** or **Insured Person's** failure to honour any contractual obligations or bond or to obey any conditions in a licence;

- 5. If the **Insured Person** is a national of the country from which they are to be evacuated;
- 6. where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its **Event** being foreseeable to the **Insured Person** before they entered the country;
- 7. for expenses necessarily incurred as part of the original travel budget;
- 8. where the **Insured Person** was travelling solely for leisure purposes;
- 9. where it is illegal or deemed by **Underwriters** to be too dangerous to evacuate the **Insured Person**.

#### **LEGAL EXPENSES**

#### THE COVERAGE:

The **Underwriters** will reimburse the **Insured** for legal expenses incurred by or on behalf of an **Insured Person** up to an amount not exceeding the sum insured stated in the **Schedule** in pursuing a claim for damages against any third party who has caused the death, **Injury** or **Illness** of the **Insured Person** within 12 months from the date of the **Accident** which must occur during the **Operative Time**.

#### **EXCLUSIONS APPLICABLE TO LEGAL EXPENSES – SEE ALSO GENERAL EXCLUSIONS:**

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

- 1. legal expenses incurred without the prior written approval of the **Underwriters**;
- 2. claims against the **Underwriters** or anyone acting on behalf of the **Underwriters**, or a travel agent, tour operator or carrier:
- 3. the continued pursuit of any claim where the **Underwriters** consider the **Insured** or an **Insured Person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party;
- 4. legal actions between Insured Persons;
- 5. legal actions to obtain satisfaction of a judgement or legally binding decision or legal proceedings brought in more than one country;
- 6. legal expenses which constitute a valid claim under any other insurance Policy beyond **Underwriters**' rateable share of any claim costs.

### **PERSONAL LIABILITY**

#### THE COVERAGE:

The **Underwriters** will indemnify the **Insured** or the **Insured Person** for an amount not exceeding the sum insured stated in the **Schedule** for all sums which they become legally liable to pay as damages in respect of:

- 1. **Injury**, false arrest, false imprisonment, invasion of right of privacy, detention, false eviction and malicious prosecution; and
- 2. accidental loss of or damage to Material Property belonging to third parties;

arising out of an **Event** which occurs during the **Operative Time**.

#### THE UNDERWRITERS WILL ADDITIONALLY INDEMNIFY THE INSURED OR THE INSURED PERSON FOR:

- 1. all legal costs and expenses recoverable by third parties from the **Insured** or an **Insured Person** in respect of any claim made against the **Insured** or an **Insured Person** for which indemnity is provided in clause 1. above;
- 2. any legal costs and expenses incurred with the **Underwriters** prior written consent.

**Note:** The **Underwriters** will not be liable to indemnify the **Insured** or the **Insured Person** for any amount exceeding the Limit of Indemnity stated in the **Schedule** for the total amount payable under clauses 1 and 2 above.

DEFINITIONS APPLICABLE TO PERSONAL LIABILITY – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

#### **MATERIAL PROPERTY**

Property which is both material and tangible.

#### **POLLUTION**

- 1. Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- 2. All loss, damage or **Injury** directly or indirectly caused by such pollution or contamination.

## CONDITIONS APPLICABLE TO PERSONAL LIABILITY - SEE ALSO GENERAL CONDITIONS:

- 1. The Insured and/or an Insured Person or their legal personal representatives will give notice in writing to the Underwriters as soon as possible and not later than 30 days after any Event, or circumstance which may give rise to a claim under this section and will provide full details of the Event or circumstance, it being further understood that:
  - 1.1 every claim notice, letter, writ or process or other document served on the **Insured** or an **Insured Person** shall be forwarded to the **Underwriters** immediately on receipt of the same;
  - 1.2 notice in writing shall be given to the **Underwriters** by the **Insured** or an **Insured Person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such **Event**;
  - 1.3 No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the **Insured** or an **Insured Person** without the prior written consent of the **Underwriters.**
- 2. The **Underwriters** shall be entitled at any time and at their own discretion to:
  - 2.1 take over and conduct in the name of the **Insured** or the **Insured Person** the defence of or the settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against all other parties or persons;
  - 2.2 pay to the **Insured** the sum insured stated in the **Schedule** less any costs incurred by the **Underwriters** or any lesser sums for which any claim or claims under any section of this Policy can be settled. In this event the **Underwriters** shall not be under any further liability.
- 3. No Endorsement or Amendment to this Policy shall override the Terms, Limits, Conditions and Exclusions applicable to this section.

## EXCLUSIONS APPLICABLE TO PERSONAL LIABILITY - SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not indemnify the **Insured** or any **Insured** Person in respect of their legal liability to pay damages:

- 1. arising out of the ownership, possession or use by or on behalf of an **Insured Person** of any:
  - 1.1 aircraft, aero spatial device or hovercraft;
  - 1.2 waterborne craft;
  - 1.3 mechanically propelled or horse drawn vehicle;
  - 1.4 caravan or vehicular trailer;
  - 1.5 firearm;
  - 1.6 animal.
- for Injury to any family or household member of an Insured Person or any person who is under a contract of service or apprenticeship with the Insured or an Insured Person when Injury arises out of and in the course of their employment with the Insured or an Insured Person;
- 3. for loss of or damage to **Material Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person** or their family or household members;
- 4. arising directly or indirectly in connection with:
  - 4.1 the ownership or occupation of land or buildings;
  - 4.2 the carrying on of any trade, business or profession;
  - 4.3 anyone taking part in, or practising for any sporting event or similar;
  - 4.4 any fine or penalty.
- 5. attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** in the absence of such agreement;
- 6. for any kind of **Pollution**;

- 7. whilst acting in the capacity as an officer or member of a club or association;
- 8. for punitive and exemplary damages in respect of the United States of America or Canada;
- 9. arising out of or in connection with any product supplied or manufactured by the **Insured**.

### **CAR HIRE EXCESS WAIVER**

#### THE COVERAGE:

If within the Operative Time an **Insured Person** sustains loss of or theft of or damage to a **Rental Vehicle** during a journey **Underwriters** shall indemnify the Insured for the benefit of the **Insured Person** in respect of the monetary amount that the **Insured Person** is legally liable to pay as an excess or deductible to that part of a **Rental Vehicle** insurance Policy or any other insurance Policy applicable to the **Insured Person** for which cover in respect of loss of or theft of or damage to a **Rental Vehicle** is in force up to the Sum Insured per journey of £ 5,000

## DEFINITIONS APPLICABLE TO CAR HIRE EXCESS WAIVER – SEE GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

**Rental Vehicle** shall mean any vehicle rented by an **Insured Person** under a licensed Rental Vehicle Agreement for a period of less than 60 consecutive days

Conditions Applicable to Car Hire Excess Waiver.

- 1. A claim shall not be payable unless the **Rental Vehicle** has been rented from a licensed **Rental Vehicle** company.
- 2. A claim shall not be payable unless the **Insured Person** has complied with all requirements of the **Rental Vehicle**Agreement and of the **Rental Vehicle** insurance Policy or any other insurance Policy applicable to the **Insured Person** under which the **Insured Person** is claiming in respect of loss of or theft of or damage to the **Rental Vehicle**.

#### **EXCLUSIONS APPLICABLE TO CAR HIRE EXCESS WAIVER:**

The **Underwriters** shall not pay for;

- 1. any loss of or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**;
- 2. any loss of or damage to a **Rental Vehicle** arising out of wear and tear (including tyres), gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental.
- 3. any loss arising out of the use of the **Rental Vehicle** outside the terms of the rental agreement
- 4. where the Insured Person has elected not to take out any insurance offered to cover the **Rental Vehicle** as part of the rental agreement

#### SCHEDULE AIRLINE FAILURE

#### THE COVERAGE:

If during the **Operative Time** an airline an **Insured Person** is booked to travel on fails financially the **Underwriters** will pay up to £1,500:

- 1. to reimburse the Insured for cancellation the trip, or if the Insured Person has already completed the outward journey, Underwriters will cover any expenses that the Insured has to pay, or have agreed to pay under a contract associated with the trip, that are not refundable, which were agreed before the departure date and for which the Insured or the Insured Person cannot recover from any other source.
- towards costs of replacing the Insured Person's flight arrangements of a similar nature so that they can continue
  their trip
- 3. the cost of a similar return flight to the Insured Person's Usual Country of Domicile

#### **EXCLUSIONS APPLICABLE TO SCHEDULE AIRLINE FAILURE:**

The **Underwriters** shall not pay for;

- 1. any claim for which **The Insured**, or the **Insured Person**, knew at the time of booking the trip could give rise to a claim under this section of the Policy;
- 2. any expenses because **The Insured** or the **insured person** do not want to travel, or to continue with the trip;
- 3. any flight that is not booked in the Insured Person's Usual Country of Domicile
- 4. any flight that is booked through a travel company that does not provide The **Insured** or an **Insured Person** with a bond in case the airline fails financially;

- 5. the financial failure of any travel agent, tour operator, booking agent or flight consolidator arranging the booking;
- 6. any form of travel delay or other temporary disruption to the **insured person's** trip.
- 7. **Underwriters** will not cover any claim that is covered by any other insurance or where costs are recoverable from a credit card

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

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

Tel: +44 (0) 808 168 2135

**Care first** provides high quality resources for the **Insured's** managers – to help them manage their teams, reduce conflict and solve people problems – that will make a clear difference to the **Insured's** bottom line.

This means that the **Insured** business will benefit from:

- A motivated and productive workforce
- Lower stress levels
- Lower sickness and absenteeism
- Improved recruitment and retention
- Compliance with Health and Safety legislation and the Insured's 'duty of care'

Services			
Employee Assistance Programmes (EAPs)	The UK Health and Safety Executive has stated that 'Work-related stress, depression or anxiety is the leading cause of working days lost through work-related injury or ill health.'  Helping managers and staff effectively resolve situation that may impact on their work performance is one of the best investments an employer can make.  Every business has different requirements. Elements of the EAP can simply be combined to create a bespoke programme, providing the precise type and level of employee assistance needed.		
Management Support	Provides managers with consultancy that enables them to deal effectively with a widerange of people problems. Some of the areas covered includes:  - Bullying and harassment - Sickness absence - Performance issues - Performance issues - Culture and diversity issues - Inter-personal difficulties		
Telephone Counselling	Care First's confidential, professional telephone counselling service can help <b>Insured</b> employees proactively manage stress at work, by providing immediate emotional support, advice and practical information – 24 hours a day, 365 days a year.		
Critical Incident Support	Critical and traumatic incidents can have severe, complex and significant effects on people. Timely professional interventions in times of crisis will help minimise the levels of disruption an incident may have on <b>Insured</b> organisation and its performance. <b>Care First</b> is available to respond 24 hours a day, via their Telephone Counselling Centre.		
Occupational Health	Care First's specialist partner offers a high quality, professional occupational health therapy service.  Sickness absence is a significant cost to all businesses. Not only are there direct costs of salary and sick pay, but also management time, disruption and lost productively. These indirect costs could be as high as twice that of the direct costs. In terms of returns on investment, saving a few days of absence per case could justify the cost of medical advice.  There is a cost associated with this section. Care First can provide this upon request.		

#### **DISPUTE AND COMPLAINTS**

The **Underwriters** are dedicated to providing the **Insured** and **Insured Person** with a first class service and wish to ensure that this is maintained at all times. If the **Insured** or **Insured Person** feel they have not received a first class service, they can write and tell the **Underwriters** and they will do their best to resolve the problem.

If the **Insured** or the **Insured Person** has a problem or complaint to make concerning the Policy or service received, please contact:

Compliance Department
Antares Managing Agency Limited
21 Lime Street
London
EC3M 7HB

**Telephone**: +44 (0) 20 7959 1900 **Fax No**: +44 (0) 20 7959 1901

**Email:** <u>intl.complaint.notifications@antaresunderwriting.com</u>

If the **Insured** or **Insured Person's** concerns relate to any other aspect of the Policy including a claim, please contact the **Insurance Intermediary** who sold the **Insured** this Policy.

In the event that the **Insured** or the **Insured Person** feel that the complaint has not been resolved, the **Insured** or the **Insured Person** may refer the matter to the Complaints department at Lloyd's. Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

**Telephone**: +44 (0)20 7327 5693 **Fax**: +44 (0)20 7327 5225 **Email**: complaints@lloyds.com

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should you wish to raise any comments regarding the Lloyd's complaints process you may raise those with the Lloyd's Head of Market Conduct at <a href="HeadofConduct@lloyds.com">HeadofConduct@lloyds.com</a>. However, we would ask that you do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website www.lloyds.com.

If the **Insured** or the **Insured Person** remains dissatisfied after Lloyd's has considered the **Insured** or the **Insured** or

The contact details for the Financial Ombudsman Services is:

The Financial Ombudsman Service Exchange Tower London E14 9SR

**Telephone**: 0800 023 4567 (free from "fixed lines" in the UK)

**Telephone:** 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile

phone tariffs in the UK).

**Fax:** +44 (0) 20 7964 1001

**E-mail:** complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

Following the complaints procedure with the FOS does not affect the **Insured** or the **Insured Person** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

## **Financial Services Compensation Scheme**

**Underwriters** are covered by the Financial Services Compensation Scheme. The **Insured** or the **Insured Person** may be entitled to compensation from the Scheme if **Underwriters** are unable to meet their obligations under this Policy. If the **Insured** or the **Insured Person** is entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this Policy.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>

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

**Telephone**: +44 (0) 20 7892 7300 **Website**: www.fscs.org.uk