

Group Personal Accident & Business Travel Policy Wording



Vibe Syndicate Management Ltd / **Syndicate 5678**

Group Personal Accident & Business Travel Insurance Policy Wording

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Touchstone Underwriting Ltd arrange this policy on behalf of the underwriters below.

Touchstone Underwriting Ltd are authorised by the Financial Conduct Authority and incorporated in England with registration number 022664985 the registered office being Old Printers Yard, 156 South Street, Dorking, Surrey, RH4 2HF

This **Policy** is underwritten 100% at Lloyd's, by Vibe Syndicate Management Limited on behalf of Syndicate 5678. Vibe Syndicate Management Limited – Registered in England at 5th Floor, 90 Fenchurch Street, London, EC3M 4ST – No 05957729.

Vibe Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Vibe Syndicate Management Limited is incorporated in England with No. 05957729
Registered office: 5th Floor, 90 Fenchurch Street, London, EC3M 4ST

Contents Page

How to Make a Claim3
Complaints Procedure3
Cancellation Procedure5
Information You Have Given Us5
Insuring Agreement6
General Definitions7
General Exclusions11
Section 1 - Personal Accident.....12
Section 2 - Medical Expenses23
Section 3 - Travel Disruption31
Section 4 - Threat to Life35
Section 5 - Property.....37
Section 6 - Money40
Section 7 - Kidnap or Extortion Consultation Expenses42
Section 8 - Rental Vehicle Excess Protection45
Section 9 - Personal Liability46
Section 10 - Legal Assistance Expenses49
General Conditions.....51
General Claims Conditions53
Data Protection Statement55

Important Notice

It is important that:

- **You** check that the sections **you** have requested are included in the schedule;
- **You** check that the information **you** have given **Touchstone Underwriting Ltd** is accurate – see the “information you have given us” section;
- **You** notify **your** broker as soon as practicable of any inaccuracies in the information you have given **Touchstone Underwriting Ltd**;
- **You** comply with **your** duties under each section and under the insurance as a whole.

How to Make a Claim

In the event of any circumstance which could give rise to a claim **you** shall notify **us** as soon as reasonably practicable by contacting **us** using one of the following methods:

Medical Emergency or Travel Assistance Services (24 hours a day):

Telephone: +44 (0) 20 3096 3939
Email: vibesm@intana-assist.com

All other claims (office working hours):

Telephone: +44 (0) 20 3096 3940
Email: info@csal.co.uk

Complaints Procedure

If **you** have any questions or concerns about **your policy** or the handling of a claim, **you** should in the first instance contact **your** broker or agent and raise this with them.

We are dedicated to providing clients with a high quality service and **we** want to ensure that this is maintained at all times. If **you** believe that **we** have not offered **you** a first class service then please write to:

The Compliance Manager
Vibe Syndicate Management Ltd
90 Fenchurch Street
London, EC3M 4ST
Telephone: 020 3096 4000
Email: compliance@vibesm.com

When writing please provide the following information:

1. The policy and / or claim number
2. State the nature of **your** complaint

Your complaint will be investigated quickly and thoroughly. **You** will receive a written acknowledgement within 5 working days of receipt of **your** communication together with a timeframe of the actions **we** will take to investigate **your** concerns and a response to the complaint within 14 days.

We are keen to learn from any mistakes that **we** have made and use the information from complaints to continuously improve **our** service.

If **we** are unable to resolve **your** problem to your satisfaction, **you** may wish to contact the Complaints Department of Lloyd's.

Their contact details are:-

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

Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints
E-mail: complaints@lloyds.com

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

If neither **we** nor the Lloyd's Complaints Department are able to resolve the situation, and **you** wish to take the matter further, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response from Lloyd's.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Tel: +44 (0) 800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 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).
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against **us**.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is:
<http://ec.europa.eu/odr>

Cancellation Procedure

This **policy** may be cancelled

a) By **us**:

- I. In the event of non-payment of premium by sending 14 (fourteen) days written notice by recorded delivery to **your** last known address.
- II. In respect of **war** by sending 7 (seven) days written notice by recorded delivery to **your** last known address.
- III. For any other reason by sending 30 (thirty) days written notice by recorded delivery to **your** last known address.

You shall be entitled to a return premium equal to the proportionate part of the premium equivalent to the unexpired portion of the **period of insurance** for circumstances II and III above.

b) By **you**:

In writing or by Email, where cancellation shall take effect from receipt of such letter or Email or from a specified date in the future requested and agreed by **Touchstone Underwriting Ltd.**

You shall be entitled to a return premium as specified below:

- I. Cancellation during the first 3 (three) months - 65% return premium; or
- II. Cancellation after 3 (three) months to 6 (six) months - 40% return premium; or
- III. Cancellation after 6 (six) months to 9 (nine) months - 15% return premium; or
- IV. Cancellation after 9 (nine) months to 12 (twelve) months - Nil return premium

Provided that any return premium is subject to:

- a) No claim having been submitted during the **period of insurance**.
 - b) Written confirmation is received from **you** confirming that there are no known circumstances likely to give rise to a claim.
-

Information You Have Given Touchstone Underwriting Ltd

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **Touchstone Underwriting Ltd**. **You** must take care when answering any questions **Touchstone Underwriting Ltd** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **Touchstone Underwriting Ltd** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Right to cancel condition below.

We or **your** insurance broker will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

Insuring Agreement

This **policy** and the **schedule** have been prepared in accordance with **your** instructions and **you** should read both carefully to ensure that they meet with **your** requirements.

Alterations in the insurance, required after the issuance of the **policy** and the **schedule**, will be confirmed by revised **schedules** issued in substitution for the original **schedules** and **endorsements**.

You should notify **Touchstone Underwriting Ltd** immediately of any changes which may affect the insurance provided by the **policy**.

We and **you** agree that:

This **policy**, the **schedule** (including any **schedules** issued in substitution) and any **endorsements** shall be considered one document;

The information supplied by **you** is accurate and complete and has been provided after a careful search for all background facts which are relevant to the risk:

- that **you** accept and acknowledge that **we** are relying upon the accuracy of the

- information in assessing the risk
- and in determining the amount of the premium
- and in determining the terms upon which cover is provided.

In return for payment of the premium **we** will provide the insurance described in this **policy**, subject to its terms and conditions, for the **period of insurance** shown in the **schedule** and any subsequent period for which **you** shall pay and **we** shall agree to accept the premium.

General Definitions

A defined word, term or phrase will be shown in bold each time they appear in the **policy**.

Each time one of the following defined words, terms or phrases is used, they will have the same meaning wherever they appear in the **policy**, whether expressed in the singular or the plural, male, female or neutral, unless an alternative definition is stated to apply.

Each Section of the **policy** contains specific defined words, terms or phrases which apply only to that particular Section and which must be read in conjunction with the following General Definitions.

1. **Accident** means a sudden, unforeseen, external and fortuitous identifiable event and the word '**accidental**' shall be construed accordingly.
2. **Alter** means a change to route, duration, accommodation or mode of transport and the words '**altered**' and '**alteration**' shall be construed accordingly.
3. **Annual Aggregate** means the maximum amount payable in respect of claims occurring in any one **period of insurance**.
4. **Annual Salary** means the total basic salary, including overtime but excluding bonus or commission payments, payable by **you** to the **insured person** at the date **bodily injury** is sustained. Overtime payments shall be based on the average payments made during the twelve months immediately prior to the date of **bodily injury**.
5. **Bodily Injury** means injury which is caused solely by **accidental** means and which, solely and independently of any other cause, results directly in the death or disablement of the **insured person** within 12 (twelve) calendar months from the date of the **accident**.
6. **Cash** means coins or banknotes which are taken on or acquired during an **insured journey** by the **insured person** and are intended for personal expenditure or business expenditure that is reclaimable from **you**.
7. **Child/Children** means any person, under 18 (eighteen) years of age or under 25 (twenty five) years of age if in full time education, who is dependent on the **insured person**.
8. **Country of Permanent Residence** means the country where an **insured person** resides permanently.

9. **Coverholder** means A company or partnership authorised by a Managing Agent to enter into a contract or contracts of insurance to be underwritten by the members of a syndicate managed by it in accordance with the terms of a Binding Authority.
10. **Curtail** means to cut short the duration of an **insured journey** and the words '**curtailment**' and '**curtailed**' shall be construed accordingly.
11. **Disturbed Area** means a country or a region of a country that **we** have defined as a **disturbed area** by means of **endorsement** 001 attached to the **schedule**.
12. **Employee** means any person under a permanent or temporary contract of service or apprenticeship with **you**.
13. **Endorsement** means any amendment(s) to the wording attaching to and forming part of this **policy**.
14. **Event** means one occurrence or a series of occurrences consequent upon or attributable to one source or original cause which occurs within 72 hours.
15. **Express kidnapping** means the wrongful abduction and detention of an **insured person** against their will or by deception by a person or group for the purpose of obtaining **cash** directly from the **insured person** by way of the fraudulent or coercive use of a **financial card**.
16. **Financial Card** means debit or credit or charge cards for which the **insured person** is the authorised cardholder which are taken on an **insured journey** by the **insured person** and are intended for personal expenditure or business expenditure that is reclaimable from **you**.
17. **Gross Weekly Wage** means the gross average weekly equivalent of **annual salary**.
18. **Hi-jack** means the unlawful seizure or control of a conveyance (or the crew thereof).
19. **Hospital** means any establishment which is registered or licensed as a medical or surgical **hospital** in the country in which it is located and where the **insured person** is under the constant supervision of a **qualified medical practitioner**.
20. **Incidental Holiday** means up to a maximum of 7 (seven) days in duration, taken in addition to an **insured journey** where the business component thereof is 5 (five) or more working days. Where the business component is less than 5 working days, the duration of the **incidental holiday** shall not exceed 3 (three) days or the duration of the business component of an **insured journey**, whichever is the greater.
21. **In-Patient** means an **insured person** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of an illness or injury and not merely for any form of nursing convalescence, rehabilitation, rest or extended care.

22. **Insured Journey** means a journey that commences during the **period of insurance**, undertaken by an **insured person**, within the **operative time**. An **insured journey** shall not exceed six months duration, unless prior written agreement has been received from **us** for a longer period.
23. **Insured Person** means any person defined in the **schedule**.
24. **Kidnap** means the wrongful abduction and detention of an **insured person** against their will or by deception by a person or group for the purpose of obtaining a kidnap or extortion payment as a condition of the release of that **insured person**. A kidnap in which more than one **insured person** is wrongfully abducted or detained shall be considered as a single **kidnap**. The word '**kidnapped**' shall be construed accordingly.
25. **Limit** means the amount stated in the **schedule**, being the total amount payable by **us** in respect of any one **event, insured person or annual aggregate** irrespective of the number of claims.
26. **Medical Expenses** means all reasonable costs for **hospital** surgical or other diagnostic or remedial treatment given or prescribed by a **qualified medical practitioner**.
27. **Operative time** means during the **period of insurance** and as specified in the **schedule** for each category of **insured person**.
28. **Partner** means spouse, civil partner or co-habiting partner of the **insured person**.
29. **Period of Insurance** means the period beginning with the Effective Date and ending with the Expiry Date as shown in the **schedule** and commences at 00.00 hours (Local Standard Time) on the earliest date and expires at midnight (Local Standard Time) on the latest date.
30. **Personal Property** means items which are the property of the **insured person** or for which the **insured person** is responsible and which are acquired during or taken on an **insured journey**.
31. **Policy** means:
- (i) All terms, conditions, **endorsements**, exclusions, extensions and **schedules** comprising this document; and
 - (ii) All other **schedules**, notices, appendices and other documents agreed by **us** and **you** attaching from time to time;

All of these shall be read together and constitute the contract of insurance between **you** and **us**.

32. **Proposal** means any information provided by **you** or **your** broker or agent on **your** behalf in connection with this insurance.

33. **Qualified Medical Practitioner** means a doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not **you, your partner**, a member of **your** immediate family.
34. **Residence** means the place where the **insured person** permanently resides.
35. **Schedule** means the **schedule** of insurance attaching to and forming part of this **policy**.
36. **Sum Insured** means the amount of benefit, costs or expenses per **insured person** as defined in the **schedule** in respect of any one **event, annual aggregate** or any one **insured person**.
37. **Terrorism** means an act, including but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/or to put the public or any section of the public in fear.
38. **Touchstone Underwriting Limited (TUL)** means The Lloyd's Coverholder who has arranged the **Policy** on **Our** behalf, address Meridien House, 71 Clarendon Road, Watford WD17 1DS
39. **United Kingdom** means Great Britain and Northern Ireland and, for the purposes of this **policy**, includes the Channel Islands and the Isle of Man.
40. **You/Your** means the insured entity named in the **schedule**.
41. **War** means armed conflict between nations, including forces acting for any international authority, whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.
42. **We/Us/Our** means Vibe Syndicate Management Limited on behalf of Syndicate 5678.

General Exclusions for Sections 1 to 10

This **policy** does not cover any **bodily injury**, loss or expense suffered as a result of:

1. An **insured person** engaging in active service in any of the Armed Forces of any nation.
2. **War** and /or **terrorism** within a **disturbed area** as defined in **endorsement** 001 in the **schedule**.
3. **War** within the **country of permanent residence** of the **insured person**.
4. An **insured person** who has attained the age of 80 (eighty) years, unless such **bodily injury**, loss or expense occurs during the **period of insurance** in which the **insured person** attains the age of 80 (eighty) years.
5. An **insured person** engaging in professional or semi-professional sports of any kind.
6. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

General Sanctions Exclusion:

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1. Personal Accident

Personal Accident

If within the **operative time** an **insured person** sustains **bodily injury**, we shall pay a benefit to **you** in accordance with the **sums insured** shown in the **schedule** and subject to any maximum **limits**.

Personal Accident Definitions

Applicable to Section 1 Personal Accident (please also refer to General Definitions).

- 1.1.1 **Benefit Period** means the maximum period of temporary disablement (not necessarily consecutive) in respect of any one **accident** for which a benefit may be payable, as shown in the **schedule**.
- 1.1.2 **Deferment Period** means the period shown in the **schedule** prior to the commencement of the **benefit period** during which no benefit is payable.
- 1.1.3 **Dental Injury** means damage to teeth, gingival tissues, alveoli or dental prostheses (whilst in situ within the mouth of the **insured person**) or the loss of dental prostheses (whilst in situ within the mouth of the **insured person**), which is caused solely by a force external to the mouth of the **insured person**.
- 1.1.4 **Dependant Adult** means any person, not being a **dependant child**, who is dependent on the **insured person** and for whom the **insured person** is receiving a Carer's Allowance from the British Government or equivalent Government body.
- 1.1.5 **Dependant Child** means any **child** who is dependent on the **insured person**.
- 1.1.6 **Facial Disfigurement** means permanent disfigurement or permanent scarring of the face with visible scar tissue in the area from the hairline to and including the lower jaw and ears.
- 1.1.7 **Hemiplegia** means the permanent and total paralysis of one side of the body.
- 1.1.8 **Key Benefits** means the benefit per **insured person** 1) to 9) as shown in the **schedule**.
- 1.1.9 **Loss of Hearing** means the total and irrecoverable loss of hearing.
- 1.1.10 **Loss of Limb(s)** means a) in the case of a leg, loss by physical severance at or above the ankle or permanent and total loss of use of an entire leg or foot; or b) in the case of an arm, physical severance of all four fingers of one hand through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of an entire arm or hand.
- 1.1.11 **Loss of Sight** shall mean a) in both eyes once the name of the **insured person** has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and **we** are satisfied that the condition is permanent and without

expectation of recovery; or b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at 3 (three) feet that which the **insured person** should see at 60 (sixty feet) and **we** are satisfied that the condition is permanent and without expectation of recovery.

1.1.12 **Loss of Speech** means the total and irrecoverable loss of use of the power of audible and intelligible speech.

1.1.13 **Paraplegia** means the permanent and total paralysis of both legs.

1.1.14 **Permanent Partial Disablement** means disablement (excluding **key benefits** 2-6) which, in the opinion of a **qualified medical practitioner**, will in all probability exist for the remainder of the **insured person's** life, and without reference to the occupation of the **insured person**. The benefit payable shall be assessed in accordance with the relevant percentage (shown in the benefits scale below) of the **sum insured** shown against **permanent partial disablement** in the **schedule**.

Permanent Partial Disablement Benefits Scale

| | | |
|-------|--|-----|
| I. | Loss of one joint of thumb of either hand | 30% |
| II. | Loss of more than one joint of thumb of either hand | 30% |
| III. | Loss of one joint of forefinger | 20% |
| IV. | Loss of more than one joint of forefinger | 20% |
| V. | Loss of one joint of any other finger | 10% |
| VI. | Loss of more than one joint of any other finger | 10% |
| VII. | Loss of both joints of one big toe | 15% |
| VIII. | Loss of one joint of one big toe | 15% |
| IX. | Loss of both joints of any other toe | 5% |
| X. | Loss of one joint of any other toe | 2% |
| XI. | Permanent total loss of use of shoulder or elbow | 25% |
| XII. | Permanent total loss of use of wrist, hip, knee or ankle | 20% |
| XIII. | Removal by surgical operation of lower jaw | 30% |
| XIV. | Facial disfigurement of 1 centimetre to 5 centimetres in length | 5% |
| XV. | Facial disfigurement in excess of 5 centimetres in length | 10% |

If an **insured person** sustains disablement, which is not shown in the benefits scale above, the benefit payable shall be calculated by a **qualified medical practitioner** in assessing the degree of disability relative to the benefits scale and without reference to the **insured person's** occupation.

1.1.15 **Permanent Total Disablement** means:

- I. In the case of an **insured person** gainfully employed by **you** disablement, which in the opinion of a **qualified medical practitioner**, will in all probability prevent the **insured person** from engaging in their usual occupation for the remainder of their life; or
- II. In the case of an **insured person** not gainfully employed by **you** disablement, which in the opinion of a **qualified medical practitioner**, will in all probability

prevent the **insured person** from engaging in any and every occupation for the remainder of their life.

1.1.16 **Quadriplegia** means the permanent and total paralysis of both legs and both arms.

1.1.17 **Temporary Partial Disablement** means temporary disablement which prevents the **insured person** from engaging in a substantial part of their usual occupation.

1.1.18 **Temporary Total Disablement** means temporary disablement which entirely prevents the **insured person** from engaging in their usual occupation.

1.1.19 **Triplesia** means the permanent and total paralysis of any three limbs.

Personal Accident Extensions

Ext 1) Accident Medical Expenses

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death or **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech** or **permanent total disablement** or **permanent partial disablement** or **temporary total disablement** or **temporary partial disablement**, we shall indemnify **you**, for the benefit of the **insured person**, for reasonable expenses necessarily incurred for **medical expenses**, with **our** prior consent, in accordance with the **sum insured** shown in the **schedule**.

Ext 2) Accidental Damage to Personal Property

If within the **operative time** an **insured person** sustains damage to their **personal property** as a result of sustaining **bodily injury**, we shall indemnify **you** for the benefit of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 3) Coma

If within the **operative time** an **insured person** sustains **bodily injury** resulting in a state of continuous unconsciousness, we shall pay a benefit to **you** for the benefit of the **insured person** for each full day of continuous unconsciousness, up to a maximum period of 104 (one hundred and four) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 4) Dental Injury

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **dental injury**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred on the advice of a **qualified medical practitioner**, with our prior consent, in accordance with the **sum insured** shown in the **schedule**.

Ext 5) Dependant Adult Costs

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death, we shall pay a benefit to **you**, in accordance with the **sum insured** shown in the **schedule**.

Ext 6) **Dependant Child Costs**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death, **we** shall pay a benefit to **you**, in accordance with the **sum insured** shown in the **schedule**.

Ext 7) **Disappearance**

If within the **operative time** an **insured person** disappears and after a suitable period of time, being not less than 12 (twelve) months, it is reasonable for the police or registration authorities to believe that the **insured person** has sustained **bodily injury** resulting in death, **we** shall pay a benefit to **you**, in accordance with the **sum insured** shown in the **schedule** provided that **you** provide a signed undertaking that if the belief is subsequently found to be incorrect, such death benefit shall be refunded to **us**.

Ext 8) **Executor Expenses**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death, **we** shall, on production of an interim or full death certificate, indemnify **you** for the benefit of the **insured person** for any reasonable expenses necessarily incurred as a direct consequence of the death of the **insured person** which require immediate payment by the executor to the estate of the **insured person** whilst the administration of the estate is being arranged, in accordance with the **sum insured** shown in the **schedule**.

Ext 9) **Exposure**

If within the **operative time** an **insured person** sustains death or disablement as a direct result of unavoidable exposure to the elements, **we** shall consider such death or disablement as having been caused by an **accident** and shall pay a benefit to **you**, in accordance with the appropriate **sum insured** shown in the **schedule**.

Ext 10) **Funeral**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death, **we** shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred in the burial or cremation of the **insured person** in their **country of permanent residence** or in the country in which the death occurred, in accordance with the **sum insured** shown in the **schedule**.

Ext 11) **Independent Financial Advice**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death or **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech** or **permanent total disablement** or **permanent partial disablement**, **we** shall indemnify **you** for the benefit of the **insured person** for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority in the **insured person's country of permanent residence** and who is not the **insured person**, the **partner** or a member of the immediate family of the **insured person**, or an **employee** of **yours**, to provide the **insured person** or their **partner** with one session of professional financial advice, in accordance with the **sum insured** shown in the **schedule**.

Ext 12) **Medical Expenses from Workplace Assault**

If within the **operative time** an **insured person** incurs **medical expenses** as a result of

unprovoked assault at their usual place of employment or whilst in the course of their duties on **your** behalf, **we** shall indemnify **you** for the benefit of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 13) **Partner Training or Retraining**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death or **permanent total disablement**, **we** shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred by the **partner** of the **insured person** in training for an occupation or retraining for an alternative occupation up to a maximum period of 26 (twenty six) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 14) **Post-Traumatic Stress Disorder - Witnessing Terrorism**

If within the **operative time** an **insured person** directly witnesses an act of **terrorism** and without sustaining **bodily injury** suffers Post Traumatic Stress Disorder within 6 (six) months of the act of **terrorism** resulting in **temporary total disablement**, **we** shall indemnify **you** for the benefit of the **insured person** up to a maximum period of 13 (thirteen) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 15) **Recruitment Costs for Temporary Employee**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death or **permanent total disablement**, **we** shall indemnify **you** for reasonable costs necessarily incurred in employing a temporary **employee** recruited through a registered recruitment company to directly replace the **insured person** up to a maximum period of 26 (twenty six) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 16) **Recruitment Costs for Replacement Employee**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in death or **permanent total disablement**, **we** shall indemnify **you** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a permanent **employee** as a direct replacement for the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 17) **Work Experience Placement**

If a person is undertaking organised voluntary work experience with **you** and, whilst in pursuit of occupational duties on **your** behalf, sustains **bodily injury** resulting in death or **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech** or **permanent total disablement** or **permanent partial disablement**, **we** shall pay a benefit to **you**, in accordance with the **sum insured** shown in the **schedule**.

Personal Accident Disablement Extensions

Ext 18) **Alternative Residence Costs**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of**

limb(s) or **loss of sight** in both eyes or **permanent total disablement**, we shall indemnify **you** for the benefit of the **insured person** for stamp duty payments, solicitor and estate agent fees and removal costs necessarily incurred, with our prior written consent, as a direct consequence of the **insured person** having to move from their **residence** to an alternative place of **residence**, in accordance with the **sum insured** shown in the schedule.

Ext 19) **Hemiplegia**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **hemiplegia** and **permanent total disablement**, we shall pay a benefit to **you** for the benefit of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 20) **Hospital In-Patient Benefit**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in admission to **hospital** as an **in-patient** on the advice of a **qualified medical practitioner**, we shall pay a benefit to **you** for the benefit of the **insured person** for each full day of hospitalisation up to a maximum of 52 (fifty two) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 21) **Paraplegia**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **paraplegia** and **permanent total disablement**, we shall pay a benefit to **you** for the benefit of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 22) **Partner and Child Disablement Benefit**

If within the **period of insurance** the **partner** or **child** of an **insured person** sustains **bodily injury** resulting in **paraplegia** or **quadriplegia**, we shall pay a benefit to **you**, in accordance with the **sum insured** shown in the **schedule**, provided that the **insured person** is a director or **employee** of **yours**.

Ext 23) **Quadriplegia**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **quadriplegia** and **permanent total disablement**, we shall pay a benefit to **you** for the benefit of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 24) **Registered Childcare Benefit**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of limb(s)** or **loss of sight** or **permanent total disablement**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred for the services of a registered childcare provider, but only in respect of additional costs that would not otherwise have been incurred, up to a maximum period of 104 (one hundred and four) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 25) **Residential Alterations**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of**

limbs(s) or **loss of sight in both eyes** or **permanent total disablement**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred, with **our** prior written consent, for alterations that have to be made to the **residence** and/or vehicle and/or usual place of employment of the **insured person**, in accordance with the **sum insured** shown in the **schedule**.

Ext 26) **Residential Support**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of limbs(s)** or **loss of sight** or **permanent total disablement**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **insured person** at their **residence** up to a maximum period of 104 (one hundred and four) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 27) **Retraining for Alternative Occupation**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **permanent total disablement**, we shall indemnify **you** for reasonable expenses necessarily incurred by **you** in retraining the **insured person** for an alternative occupation up to a maximum period of 26 (twenty six) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 28) **Return to Residence**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in the **insured person** being physically incapacitated and unable to return to their **residence** for a period in excess of 48 (forty eight) hours, we shall indemnify **you** for the benefit of the **insured person** for any reasonable additional costs necessarily incurred in returning the **insured person** and their **personal property** to their **residence**, in accordance with the **sum insured** shown in the **schedule**.

Ext 29) **Travel for Out-Patient Treatment**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech** or **permanent total disablement** or **permanent partial disablement** or **temporary total disablement** or **temporary partial disablement**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey the **insured person** from their usual place of employment or **residence** to **hospital** up to a maximum period of 52 (fifty two) weeks, in accordance with the **sum insured** shown in the **schedule**.

Ext 30) **Travel to and from Hospital**

If within the **operative time** an **insured person** sustains **bodily injury** resulting in **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech** or **permanent total disablement** or **permanent partial disablement** or **temporary total disablement** or **temporary partial disablement**, we shall indemnify **you** for the benefit of the **insured person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **partner**, **child** or parent of the **insured person** from the **residence** of the **insured person** to a **hospital** where the **insured person** is an

in-patient up to a maximum period of 52 (fifty two) weeks, in accordance with the ***sum insured*** shown in the ***schedule***.

Ext 31) **Travel to and from Work**

If within the ***operative time*** an ***insured person*** sustains ***bodily injury*** resulting in ***loss of limb(s)*** or ***loss of sight*** or ***permanent partial disablement*** or ***temporary total disablement*** or ***temporary partial disablement***, ***we*** shall indemnify ***you*** for the benefit of the ***insured person*** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi to convey the ***insured person*** between their usual place of employment and the ***residence*** of the ***insured person*** up to a maximum period of 52 (fifty two) weeks, in accordance with the ***sum insured*** shown in the ***schedule***.

Ext 32) **Triplegia**

If within the ***operative time*** an ***insured person*** sustains ***bodily injury*** resulting in ***triplegia*** and ***permanent total disablement***, ***we*** shall pay a benefit to ***you*** for the benefit of the ***insured person***, in accordance with the ***sum insured*** shown in the ***schedule***.

Personal Accident Exclusions

Applicable to Section 1 Personal Accident (please also refer to General Exclusions).

We shall not pay for:

- 1.2.1 Sickness, disease, any naturally occurring condition or gradually operating cause, or post-traumatic stress disorder as diagnosed by a ***qualified medical practitioner***, other than as a direct result of ***bodily injury*** or as a result of witnessing an act of ***terrorism***.
- 1.2.2 An ***insured person*** committing or attempting to commit suicide or intentionally inflicting self-injury.
- 1.2.3 An ***insured person*** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

Personal Accident Conditions

Applicable to Section 1 Personal Accident (please also refer to General Conditions).

- 1.3.1 A claim shall not be payable under more than one of the ***key benefits*** in respect of the same loss, except where a claim is payable under one of the ***key benefits*** following a period of ***temporary total disablement*** or ***temporary partial disablement***.
- 1.3.2 A claim covered under more than one of the ***key benefits*** shall only be payable under the benefit with the higher ***sum insured***.

- 1.3.3 If the total benefit payable in respect of any one **event** exceeds any of the **policy limits** shown in the **schedule**, the **sum insured** shall be proportionately reduced until the total of all benefits payable does not exceed the relevant **policy limit** shown in the **schedule**.
- 1.3.4 The total amount payable under the **permanent partial disablement** Scale of Benefits shall not exceed the amount shown under the **sum insured** shown in the **schedule**.
- 1.3.5 In respect of an **insured person** under sixteen years of age not gainfully employed by **you**, the **sum insured** shown in the **schedule** for **accidental** death shall not exceed GBP20,000 (twenty thousand).
- 1.3.6 A claim shall not be payable in respect of any **insured person** under more than one category in respect of the same loss. The category of the **schedule** under which the claim shall be payable shall be at **your** discretion.
- 1.3.7 Any contributory degenerative condition or disability known by the **insured person** to be in existence at the time of sustaining **bodily injury** will be taken into consideration by **us** in assessing the benefit payable.
- 1.3.8 The payment of a claim under **temporary total disablement** or **temporary partial disablement** shall immediately cease once a claim under any other of the **key benefits** becomes payable in respect of the same loss, except where either **temporary total disablement** or **temporary partial disablement** becomes payable subsequent to the other.
- 1.3.9 Where either **temporary total disablement** or **temporary partial disablement** becomes payable subsequent to the other, the **benefit period** shown in the **schedule** for **temporary total disablement** and **temporary partial disablement** shall not accumulate.
- 1.3.10 Where **temporary total disablement** or **temporary partial disablement** becomes payable subsequent to each other, the **deferment period** shall apply only once.
- 1.3.11 The payment of a claim under **temporary total disablement** shall not exceed 100% of the **insured person's gross weekly wage**. The payment of a claim under **temporary partial disablement** shall not exceed 50% of the **insured person's gross weekly wage**. This Condition shall only apply to **employees**.
- 1.3.12 Where an **insured person** is employed by **you** on a contract of fixed duration, the **benefit period** shall cease at expiry of the contract or as otherwise stated in the **schedule**, whichever occurs first.
- 1.3.13 If an **insured person** is the victim of a **hi-jack** or **kidnap**, cover shall remain in force until the **insured person** has returned to their **country of permanent residence** or until a period of twelve months from the date of the **hi-jack** or **kidnap** has expired, whichever shall occur first.
- 1.3.14 A claim under **paraplegia**, **quadriplegia**, **hemiplegia** or **triplegia** shall only be

payable in addition to a valid claim under **permanent total disablement**, other than where **paraplegia** or **quadriplegia** is payable under Personal Accident - Extension 22 - Partner and Child Disablement Benefit.

- 1.3.15 A claim under Ext 31) Travel to and from Work shall not be payable in respect of **temporary total disablement** or **temporary partial disablement** except where the sole cause of the temporary disablement of the **insured person** is their inability to travel to work. In this instance, Travel to and from Work may, at **your** discretion, be payable in lieu of **temporary total disablement** in accordance with the **sum insured** shown in the **schedule** for **temporary total disablement**.
- 1.3.16 The total amount payable under the **permanent partial disablement** Benefits Scale XIV and XV in respect of **facial disfigurement** shall not exceed GBP10,000 (ten thousand).
- 1.3.17 A claim under **dental injury** shall not be payable unless recommended safety equipment for protection against **dental injury** was being worn by the **insured person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- 1.3.18 The payment of a claim under Personal Accident Extensions shall only be made where a valid claim is payable under one of the **key benefits** other than for:
- I. Coma Benefit; or
 - II. Accidental Damage to **personal property**; or
 - III. **Dental injury**; or
 - IV. **Hospital in-patient** Benefit; or
 - V. **Medical expenses** following Employment Assault; or
 - VI. **Partner** and **child** Disablement Costs
- 1.3.19 In respect of each of the following, a claim shall only be payable under one of the benefits in respect of the same loss:
- I. **Paraplegia, quadriplegia, hemiplegia** or **triplegia**
 - II. Retraining or **partner** Training
 - III. Residential Alterations or Alternative **residence** Costs
 - IV. Coma or Foreign Coma
 - V. **Hospital in-patient** or Foreign **hospital in-patient** Benefit
- 1.3.20 The cover under the following shall immediately cease 24 (twenty-four) calendar months from the date of the **accident**.
- I. Disability Assistance
 - II. **Medical expenses**
 - III. **Medical expenses** following Employment Assault
 - IV. **Partner** Training or Retraining
 - V. Recruitment Costs

- VI. Alternative **residence** Costs
- VII. Retraining for Alternative Occupation
- VIII. Travel for Out-Patient Treatment
- IX. Travel to and from **hospital**
- X. Travel to and from Work

1.3.21 The cover under the following shall immediately cease once a claim under any of the **key benefits** becomes payable in respect of the same loss:

- I. Registered Childcare;
- II. Residential Support;
- III. Recruitment Costs for Temporary **employee** or Recruitment Costs for Replacement **employee**

The payment of a claim in respect of Registered Childcare or Residential Support shall be made once a **key benefit** payment has been agreed by **us**, provided that the **insured person** has produced documentary evidence in respect of all reasonable expenses necessarily incurred prior to this date.

1.3.22 A claim under Post Traumatic Stress Disorder - Witnessing Terrorism shall only be payable where the Post Traumatic Stress Disorder is diagnosed by a **qualified medical practitioner**, who is a specialist in diagnosing such a condition.

1.3.23 A claim under Ext 8) Executor Expenses shall only be payable subsequent to **you** having provided a signed undertaking, that if the cause of death is subsequently found to be other than as a result of **bodily injury**, such Executor Expenses shall be refunded to **us**.

2. Medical Expenses

Medical Expenses

If within the **operative time** an **insured person** necessarily incurs **medical expenses** outside their **country of permanent residence** as a result of sustaining **bodily injury** or becoming ill during an **insured journey**, **we** shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Medical Expenses Extensions

Ext 1) Accommodation and Sustenance Costs

If within the **operative time** an **insured person** necessarily incurs reasonable additional costs for accommodation and sustenance expenses as a result of being:

- a) Admitted as an **in-patient** to a **hospital**; or
- b) Declared unfit to travel for medical reasons by a **qualified medical practitioner**,

we shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 2) Dependant Childcare Costs

If within the **operative time** reasonable additional costs are necessarily incurred for the care of **children** as a result of the **insured person's partner** who, on the medical advice of a **qualified medical practitioner**, is required to travel to or remain with the **insured person** as a result of the **insured person** sustaining **bodily injury** or becoming ill during an **insured journey** outside of their **country of permanent residence**, **we** shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 3) Domestic Travel Costs

If within the **operative time** reasonable additional costs are necessarily incurred:

- a) For travel, sustenance and accommodation expenses of up to two relatives or friends of the **insured person** who, on the medical advice of a **qualified medical practitioner**, are required to travel to or remain with the **insured person**; and
- b) In transporting the **insured person** to their **residence**, subsequent to a stay as an **in-patient** at a **hospital**; or
- c) In transporting the body or ashes or **personal property** of the **insured person** back to their final resting place within their **country of permanent residence**,

as a result of the **insured person** sustaining **bodily injury** or becoming ill during an **insured journey** within their **country of permanent residence**, **we** shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 4) **Foreign Coma Benefit**

If within the **operative time** an **insured person** sustains **bodily injury** or becomes ill resulting in a state of continuous unconsciousness during an **insured journey** outside of their **country of permanent residence**, **we** shall pay a benefit to **you** for the benefit of the **insured person** for each full day of continuous unconsciousness up to a maximum period of 104 (one hundred and four) weeks in accordance with the **sum insured** per **insured journey** shown in the **schedule**.

Ext 5) **Foreign Hospital In-Patient Benefit**

If within the **operative time** an **insured person** sustains **bodily injury** or becomes ill resulting in admission to **hospital** as an **in-patient** on the advice of a **qualified medical practitioner** during an **insured journey** outside of their **country of permanent residence**, **we** shall pay a benefit to **you** for the benefit of the **insured person** for each full day of hospitalisation up to a maximum of 52 (fifty two) weeks in accordance with the **sum insured** per **insured journey** shown in the **schedule**.

Ext 6) **Foreign Travel Additional Costs**

If within the **operative time** reasonable additional costs are necessarily incurred for:

- a) Travel, sustenance and accommodation expenses of up to two relatives or friends of the **insured person** who, on the medical advice of a **qualified medical practitioner**, are required to travel to or remain with the **insured person**; and
- b) Transporting the **personal property** of the **insured person** back to their **residence** or the body or ashes of the **insured person** back to their final resting place within their **country of permanent residence**,

as a result of the **insured person** sustaining **bodily injury** or becoming ill during an **insured journey** outside of their **country of permanent residence**; or for

- c) Travel expenses incurred by the **insured person** in returning to attend the funeral of a close relative in the **country of permanent residence** of the **insured person**,

we shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 7) **Funeral Costs**

If reasonable additional costs are necessarily incurred in the burial or cremation of the **insured person** as a result of the **insured person** sustaining **bodily injury** or becoming ill during an **insured journey** outside of their **country of permanent residence**, **we** shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 8) **Medical Expenses Continuation Costs**

If within the **operative time** an **insured person** necessarily incurs **medical expenses** as an **in-patient** at a **hospital** within the **country of permanent residence** of the **insured person** as a result of sustaining **bodily injury** or becoming ill during an **insured journey** outside of their **country of permanent residence**, **we** shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in

the **schedule** for all **medical expenses** incurred within 3 (three) calendar months of the return of the **insured person** to their **country of permanent residence**.

Ext 9) **Repatriation Expenses**

If within the **operative time** reasonable additional costs are necessarily incurred in repatriating the **insured person** to the most suitable **hospital** or to their **residence** as a result of the **insured person** sustaining **bodily injury** or becoming ill during an **insured journey** outside of their **country of permanent residence**, we shall reimburse **you** or Intana Assistance for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 10) **Search and Rescue Costs**

If within the **operative time** reasonable additional costs are necessarily incurred to conduct a search and rescue operation to locate an **insured person** reported as missing to the police or coastguard or other authority responsible for rescue services where:

- a) it is known or believed that the **insured person** may have sustained **bodily injury** or become ill; or
- b) weather or safety conditions are such that it becomes necessary to do so to prevent the **insured person** from sustaining **bodily injury** or becoming ill,

during an **insured journey** outside of their **country of permanent residence**, we shall reimburse the police or coastguard or other authority responsible for rescue services and/or **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 11) **Suicide Repatriation Costs**

If within the **operative time** reasonable additional costs are necessarily incurred in transporting the body or ashes of the **insured person** back to their final resting place within their **country of permanent residence** as a result of the **insured person** committing suicide during an **insured journey** outside of their **country of permanent residence**, we shall reimburse **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Medical Expenses – Intana Assistance

If within the **operative time** an **insured person** is travelling on an **insured journey** and requires Medical or Travel Assistance Services, Intana Assistance must be informed, as soon as reasonably possible, of any situation that may give rise to a claim by contacting the 24 hour emergency helpline by email or telephone and this is deemed to be notification to **us** as per General Claims Condition 1 a):

Telephone Number: +44 (0) 20 3096 3939

Email Address: vibesm@intana-assist.com

When making contact please ensure the following information is provided:-

- The policy number on the Emergency Assistance e-Card
- The name of the **insured person** and their employer
- Nature of the emergency or assistance required
- Contact details where the **insured person** can be reached

Medical Assistance Services provided:

1) Direct Hospital Billing

Intana Assistance have the ability to offer direct billing within their network of hospitals and clinics worldwide as well as offering guaranteed payments for the medical treatment provided according to the **limits** on the **policy**.

2) Emergency Medical Supplies

Where possible, Intana Assistance can help in locating and forwarding any medicine or equipment that is required in the treatment of an **insured person** during an **insured journey** that is unavailable locally. Intana Assistance can also advise if a prescription drug is known under a different name in the country where the **insured person** is located.

3) Medical Advice

Intana Assistance can provide medical advice over the telephone to an **insured person** during an **insured journey** on a wide range of medical conditions by providing access to its team of medical staff. This highly qualified team of medical consultants and nursing staff are on hand 24 hours a day/365 days a year to provide multi-lingual expert medical assistance to ensure that the most appropriate and best available treatment is provided.

4) Medical Referral

Intana Assistance can provide contact information relating to local hospitals and clinics to an **insured person** requiring out-patient medical or dental treatment during an **insured journey**.

5) Repatriation

Intana Assistance are resourced to provide repatriation by air ambulance, scheduled air services and/or surface transportation depending on circumstance and where necessary with a fully qualified medical escort.

Travel Assistance Services provided:

1) Emergency Money

Replace up to GBP2,000 (two thousand) of **money** lost, stolen or damaged during an **insured journey**, the value of which will be deducted from any subsequent claim under money or reimbursed by **you** to **us** upon completion of the **insured journey**.

2) Emergency Travel

Intana Assistance can coordinate travel and accommodation arrangements for friends and family members of an **insured person** requiring **in-patient** Medical treatment during an **insured journey** and/or arrange the safe return home of any minor child who is left unattended following a situation where an **insured person** requires **in-patient** medical treatment, medical repatriation or has died.

3) Emergency Message

Intana Assistance can provide the facility to forward on messages to family members and business colleagues in the event of an emergency or travel disruption.

4) Legal Referral

Intana Assistance can provide the contact information of local lawyers or legal practitioners to an **insured person** requiring legal assistance during an **insured journey**, including referral to an English speaking lawyer.

5) Lost Luggage

Intana Assistance can assist in locating and retrieving luggage that has been lost or stolen during an **insured journey**, but only to the extent of providing advice to the **insured person** as to the process of to whom enquiries should be made. Intana Assistance are not capable of actually retrieving lost luggage.

6) Lost Travel Documents

Intana Assistance can assist in replacing travel tickets, credit and debit cards, passports, visas or other travel documents that are lost or stolen during an **insured journey**. Intana Assistance can assist in replacing travel tickets, passports, visas or other travel documents that are lost or stolen during an **insured journey**. In addition, on behalf of the **insured person**, Intana Assistance can assist in the replacement of credit and debit cards by contacting the issuers of those cards.

7) Translation Services

Intana Assistance can provide personal telephone translation services to an **insured person** during an **insured journey** in the event of an emergency or assist in arranging local on-site interpreter services where required.

8) Travel Advice

Both in preparation for or during an **insured journey**, the **insured person** has access to a wealth of helpful and relevant medical and travel information providing detailed information relating to vaccination and visa requirements, important local contact information for emergency services and embassies, useful advice concerning the local security situation and current local news, tips on the local culture, as well as many other helpful advices and links to related websites that will be of use to the traveller.

Medical Expenses Exclusions

Applicable to Section 2 Medical Expenses (please also refer to General Exclusions).

We shall not pay for:

- 2.2.1 Any expense incurred where an **insured person** is travelling or intending to travel against the advice of a **qualified medical practitioner** or for the purpose of obtaining medical treatment or medical advice.
- 2.2.2 Any expense incurred after 24 (twenty-four) calendar months from the date the first expense was incurred.
- 2.2.3 Any expense incurred for treatment that continued for a period of more than 3 (three) months from the date the expense was first incurred, which was not notified and pre-approved by Intana Assistance.
- 2.2.4 Any expense incurred by an **insured person** for treatment provided after Intana Assistance, based on the advice of a **qualified medical practitioner**, has recommended the repatriation of the **insured person** to their **country of permanent residence**, other than for **medical expenses** Continuation Costs.
- 2.2.5 Any Repatriation Expenses incurred without the prior approval of Intana Assistance.
- 2.2.6 Any Search and Rescue Expenses incurred without the prior approval of Intana Assistance except any situation or circumstance where it has not been reasonably practicable to do.
- 2.2.7 Any Search and Rescue Expenses in excess of the amount reasonably attributable to the **insured person** as a proportion of the total cost of the search and rescue operation up to the point in time when the **insured person** is recovered or the police or coastguard or other authority responsible for rescue services advise that continuing the search and rescue operation is no longer viable.
- 2.2.8 Any expense incurred for treatment as an **in-patient** at a **hospital** where the **insured person** has not made all reasonable attempts to obtain the prior approval of Intana Assistance or to obtain approval at the first opportunity thereafter.
- 2.2.9 Routine dental or optical expenses, unless incurred as the result of an emergency
- 2.2.10 Any expenses which are recoverable from any other insurance policy in the name of **you** or the **insured person** or which are recoverable from any national insurance programme which is applicable to the **insured person**.
- 2.2.11 Any loss or expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury except for Repatriation Expenses following Suicide.
- 2.2.12 Any loss or expense arising from an **insured person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

Medical Expenses Conditions

Applicable to Section 2 Medical Expenses (please also refer to General Conditions).

- 2.3.1 This **policy** is not subject to and does not provide certain of the insurance benefits required by the United States Patient Protection and Affordable Care Act (ACA). This **policy** does not provide and **we** do not intend to provide minimum essential coverage under ACA. Under no circumstances will benefits be provided in excess of those specified in the **policy**. This **policy** is not subject to guaranteed insurance or renewability other than as specified in the **policy**. ACA requires certain U.S. residents and citizens to obtain ACA compliant coverage. An **insured person** should consult their attorney or tax professional to determine if ACA's requirements are applicable to them.
- 2.3.2 Intana Assistance must be informed immediately, or as soon as reasonably practicable, of any situation that may give rise to an **insured person** requiring **in-patient** treatment and this is deemed to be notification to **us** as per General Claims Condition 1) a)
- 2.3.3 Intana Assistance shall take such steps as they deem necessary to provide Medical and Travel Assistance services under this **policy**, as shown above, and shall have sole responsibility in determining any appropriate course of action with regard to the provision of such services.

Intana Assistance shall endeavour to provide Medical and Travel Assistance services under this **policy**, as shown above, on a worldwide basis, but shall not be obliged to provide such services where:

- a) To do so would breach national or international laws and/or regulations; or
 - b) Intana Assistance are unable to obtain necessary authorisation; or
 - c) In the sole opinion of Intana Assistance, it shall be impossible or reasonably impracticable to do so due to:
 - I. **War** and/or **terrorism** or other political or local conditions; or
 - II. The **insured person** being in an inaccessible location or offshore; or
 - III. The **insured person** being in a situation which may more reasonably be the responsibility of a search and rescue operation organised by the police or coastguard or other authority responsible for rescue services.
- 2.3.4 Any expenses incurred in good faith by **us** or Intana Assistance for **medical expenses** or Repatriation Expenses or Search and Rescue Expenses or Travel Expenses in respect of a person who is not covered under this **policy** shall be reimbursed by **you** to **us**.
- 2.3.5 A written statement must be obtained, in the event of a claim for Search and Rescue, from the police or coastguard or other authority responsible for rescue services, who were responsible for conducting the search and rescue operation prior to any claim settlement.

2.3.6 In respect of each of the following, a claim shall not be payable under both benefits in respect of the same loss:

- I. Foreign Coma (Ext 4 of this Section) or Coma (Section 1 - Personal Accident - Ext 3); or
- II. Foreign ***hospital in-patient*** (Ext 5 of this Section) or ***hospital in-patient*** (Section 1 - Personal Accident - Extension 20);

3. Travel Disruption

Travel Disruption

If within the **operative time** an **insured person** is forced to cancel an **insured journey** as a direct result of any cause outside **your** control or the control of the **insured person**, **we** shall indemnify **you**, or **you** for the benefit of the **insured person**, for all deposits, advance payments and other charges for travel or accommodation which have not and will not be used, but which become forfeit or payable under contract, up to the **sum insured** per **insured journey** shown in the **schedule**, subject to the maximum **event** and **annual aggregate limits** for Travel Disruption shown in the **schedule**.

Travel Disruption Extensions

Ext 1) Curtailment

If within the **operative time** an **insured person** is forced to **curtail** an **insured journey** as a direct result of any cause outside **your** control or the control of the **insured person**, **we** shall reimburse **you**, or **you** for the benefit of the **insured person**, for all deposits, advance payments and other charges for travel or accommodation, which have not and will not be used, but which become forfeit or payable under contract and any reasonable associated additional travel, accommodation and sustenance costs necessarily incurred to return the **insured person** to their **country of permanent residence**, up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 2) Disruption

If within the **operative time** an **insured person** is forced to **alter** an **insured journey** as a direct result of any cause outside **your** control or the control of the **insured person**, that occurs prior to or during an **insured journey**, **we** shall reimburse **you**, or **you** for the benefit of the **insured person**, for any reasonable associated additional travel and accommodation costs necessarily incurred for the **insured person** to commence or continue the **insured journey**, up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 3) Government Advice

If within the **operative time** an **insured person** is forced to cancel, **curtail** or **alter** an **insured journey** as a direct result of:

- a) The recommendation, before or during an **insured journey**, of government officials of a country in which the **insured person** is travelling or to which they have booked to travel, that a particular group of individuals which includes the **insured person** should leave or not travel to that country or one of its regions for safety reasons; or
- b) The issuance before an **insured journey** of travel advice by the British Government through its Foreign and Commonwealth Office recommending against “all travel” or “all but essential” travel to a country or one of its regions to which the **insured person** has booked to travel; or

- c) The recommendation during an **insured journey** by the British Government through its Foreign and Commonwealth Office that an **insured person** exit or consider exiting the country or one of its regions in which the **insured person** is travelling due to **threat to life**.

We shall reimburse **you**, or **you** for the benefit of the **insured person**, for:

- a) All deposits, advance payments and other charges for travel or accommodation which have not and will not be used, but which become forfeit or payable under contract where the **insured journey** has been cancelled or **curtailed**; and
- b) Any reasonable additional travel, accommodation and sustenance costs, necessarily incurred to return the **insured person** to their **country of permanent residence** where the **insured journey** has been curtailed; and
- c) Any reasonable additional travel, accommodation and sustenance costs necessarily incurred for the **insured person** to continue the **insured journey** where the **insured journey** has been **altered**,

up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 4) **Rearrangement**

If within the **operative time** an **insured person** is forced to **curtail** an **insured journey** as a direct result of any cause outside **your** control or the control of the **insured person**, **we** shall reimburse **you**, or **you** for the benefit of the **insured person**, for any reasonable associated additional travel and accommodation costs necessarily incurred for the **insured person** to resume the original **insured journey** up to the **sum insured** per **insured journey** shown in the **schedule**, subject to the maximum limits for Travel Disruption shown in the **schedule**.

Ext 5) **Refund of Promotional Vouchers/Awards**

If an **insured journey** has been funded wholly or partially by promotional vouchers or awards, which are not refundable as a result of the cancellation, alteration or curtailment of the **insured journey**, **we** shall reimburse **you**, or **you** for the benefit of the **insured person**, up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 6) **Replacement**

If within the **operative time** an **insured person** is forced to **curtail** an **insured journey** as a direct result of any cause outside of **your** control or the control of the **insured person**, **we** shall reimburse **you**, or **you** for the benefit of the **insured person**, for any reasonable associated additional travel and accommodation costs necessarily incurred to send a replacement **employee** to continue the original **insured journey**, in order to assume the duties of the **insured person**, up to the **sum insured** per **insured journey** shown in the **schedule**, subject to the maximum limits for Travel Disruption shown in the **schedule**.

Ext 7) **Travel Delay**

If within the **operative time** an air, rail, road or sea service on which the **insured person** is booked to travel is delayed by at least 4 (four) hours during any part of an **insured journey**, **we** shall pay **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Travel Disruption Exclusions

Applicable to Section 3 Travel Disruption (please also refer to General Exclusions).

We shall not pay for:

- 3.2.1 Any expenses incurred if an **insured person** is travelling or intending to travel against the advice of a **qualified medical practitioner** or for the purpose of obtaining medical treatment or medical advice.
- 3.2.2 Any expenses incurred as a result of the disinclination of an **insured person** to travel on or to continue an **insured journey**.
- 3.2.3 Any expenses incurred as a result of an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury.
- 3.2.4 Any loss or expense where the **insured person** has failed to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which the **insured person** is travelling or has pre-booked to travel to.
- 3.2.5 Any loss or expense where the conditions leading to cancellation, curtailment of or alteration to an **insured journey**, including any expenses incurred as a result of regulations made by any Public Authority or Government, were in existence or reasonably foreseeable prior to the booking or commencement of the **insured journey**.
- 3.2.6 Any expenses incurred as a result of the redundancy, resignation or termination of the employment of an **insured person**:
 - a) Less than thirty one days prior to an **insured journey** taking place; or
 - b) During an **insured journey**.
- 3.2.7 any expenses incurred due to the financial circumstances of **you** or the **insured person**.
- 3.2.8 Any loss or expense where **you** or the **insured person** has failed to honour any contractual obligation, bond or specific performance condition in a licence.
- 3.2.9 Any loss or expense where the **insured person** is a national of the country in which the **insured person** is travelling except in respect of pre booked accommodation or scheduled air travel.

- 3.2.10 Any expenses incurred as the result of the default or financial failure of any provider of transport or accommodation or of any agent acting on their behalf or any agent acting for **you** or the **insured person**.
- 3.2.11 Any expenses incurred solely as a result of a strike or labour dispute or industrial action which existed or for which advanced warning had been given prior to the date on which the **insured journey** was booked.
- 3.2.12 Any expenses incurred solely as the result of the mechanical breakdown or failure of any scheduled air, rail, road or sea service, other than where the scheduled departure of such air, rail, road or sea service, on which the **insured person** is booked to travel, is delayed by at least 24 (twenty four) hours.
- 3.2.13 Any expenses incurred solely as the result of the withdrawal from service of any air, rail, road or sea service temporarily or permanently on the orders of any Port Authority or the Civil Aviation Authority or any similar body in any country, arising out of a specific event which existed or for which advanced warning had been given, prior to the date on which the **insured journey** was booked.
- 3.2.14 Any loss or expense where the **insured person** has deliberately violated the laws or regulations of the country in which the **insured person** is travelling.
- 3.2.15 Any loss which is insured under any other insurance policy.

Travel Disruption Conditions

Applicable to Section 3 Travel Disruption (please also refer to General Conditions).

- 3.3.1 The payment of a claim to transport the **insured person** to their **country of permanent residence** shall be limited to the cost of an equivalent flight fare to transport the **insured person** to the same location. Where the **insured person** is transported to an appropriate location prior to onward travel to their **country of permanent residence**, any additional travel costs necessarily incurred shall be limited to the cost of an equivalent flight fare for the combined cost of the total journey.
- 3.3.2 Where an operation has been organised to transport the **insured person** to their **country of permanent residence** or to an appropriate safe location as the result of government advice, any additional travel costs necessarily incurred shall be limited to the amount reasonably attributable to the **insured person** as a proportion of the total cost of any such operation.

4. Threat to Life

Threat to Life

If within the **operative time** an **insured person** is forced to cancel, **curtail** or **alter** an **insured journey** as a direct result of the recommendation during an **insured journey** by The ANVIL Group that an **insured person** should exit or consider exiting the country or one of its regions in which the **insured person** is travelling due to **threat to life**, we shall reimburse **you**, or **you** for the benefit of the **insured person**, or The ANVIL Group for:

- a) Any costs incurred by The ANVIL Group in the provision of advice, assistance or other services as deemed necessary to minimise or remove the **threat to life**; and
- b) All deposits, advance payments and other charges for travel or accommodation which have not and will not be used, but which become forfeit or payable under contract where the **insured person** has been cancelled or **curtailed**; and
- c) Any reasonable additional travel, accommodation and sustenance costs (including any costs incurred by The ANVIL Group), necessarily incurred to return the **insured person** to their **country of permanent residence** where the **insured journey** has been **curtailed**; or
- d) Any reasonable additional travel, accommodation and sustenance costs necessarily incurred for the **insured person** to continue the **insured journey** where the **insured journey** has been **altered**,

up to the **sum insured** per **insured journey** shown in the **schedule**.

The cover provided under this Section includes help in circumstances where there is a possible **threat to life**. If help is required, the **insured person** should immediately make contact directly with The ANVIL Group using the 24 Hour Emergency Helpline number given below:

Telephone Number: +44 (0) 20 3096 3939

You and the **insured person** must co-operate in all respects with The ANVIL Group

The ANVIL Group is an internationally renowned and accredited security consultancy with particular strengths in Travel Risk Management and Crisis Avoidance Services.

The ANVIL Group may utilise the following sources of information to determine whether an **insured person** meets the criteria of **threat to life**:

- In house expert crisis management and response consultants
- In house intelligence analysts
- The ANVIL Group Travel Risk Intelligence Service (TRIS)
- The affected person
- In-country response teams

Threat to Life Definitions

Applicable to Section 4 Threat to Life (please also refer to General Definitions).

- 4.1.1 **Threat to Life** means any actual, threatened or attempted **event**, circumstance or situation that puts an **insured person** in danger of death or injury, including but not limited to civil war, riot, overthrow of a Government or governing body, military or usurped power, **terrorism, war**, or natural disaster including but not limited to Earthquake, Tsunami, Flood or Volcanic activity. It does not include **kidnap, hi-jacking** or **extortion** (as defined in Section 7).

Threat to Life Exclusions

Applicable to Section 4 Threat to Life (please also refer to General Exclusions).

We shall not pay for:

- 4.2.1 Any expenses incurred as a result of the disinclination of an **insured person** to travel on or to continue an **insured journey**.
- 4.2.2 Any loss or expense where the **insured person** has deliberately violated the laws or regulations of the country in which the **insured person** is travelling.
- 4.2.3 Any loss which is insured under any other insurance policy.

Threat to Life Conditions

Applicable to Section 4 Threat to Life (please also refer to General Conditions).

- 4.3.1 In an emergency situation giving rise to **threat to life**, the **insured person** should immediately seek assistance from The ANVIL Group, using the 24 (twenty four) hour Emergency Telephone number given below, and this is deemed to be notification to **us** as per General Claims Condition 1) a):

Telephone Number: +44 (0) 20 3096 3939

- 4.3.2 The ANVIL Group shall have sole responsibility in determining whether a situation is deemed a **threat to life**.

5. Property

Property

If within the **operative time** an **insured person** sustains theft or loss of or damage to:

- a) **Personal property** or **business equipment** or **travel documents** or **keys** during an **insured journey**; and / or
- b) **Travel documents** during a period of 120 (one hundred and twenty) hours immediately preceding the commencement of an **insured journey**

We shall indemnify **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Property Definitions

Applicable to Section 5 Property (please also refer to General Definitions).

- 5.1.1 **Business equipment** means articles which are **your** property or for which the **insured person** is responsible, which are taken on or acquired during an **insured journey** to enable an **insured person** to perform their duties on **your** behalf.
- 5.1.2 **Keys** means key(s) to the doors of the **residence**, safes, alarms or vehicles of the **insured person** or vehicles owned by or hired by or leased to **you** or the **insured person**.
- 5.1.3 **Replacement value** means the full value to replace **personal property** or **business equipment**, without deduction for wear and tear or depreciation.
- 5.1.4 **Travel documents** means passport, visa, travel tickets, driving licence or any other essential travel documents belonging to the **insured person**.

Property Extensions

Ext 1) Business Equipment

If within the **operative time** an **insured person** sustains theft or loss of or damage to **business equipment** during an **insured journey**, **we** shall indemnify **you**, or **you** for the benefit of the **insured person**, for the replacement value up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 2) Loss of Keys

If within the **operative time** an **insured person** sustains theft or loss of or damage to their **keys** during an **insured journey**, **we** shall indemnify **you** for the benefit of the **insured person** for the replacement and fitting costs of lock mechanisms and the reprogramming of remote control car keys up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 3) Loss of Travel Documents

If within the **operative time** an **insured person** sustains theft or loss of or damage to

travel documents during an **insured journey** or during a period of 120 (one hundred and twenty) hours immediately preceding the commencement of an **insured journey**, we shall indemnify **you** for the benefit of the **insured person** for any reasonable additional costs for travel accommodation and other associated costs necessarily incurred to enable the **insured person** to obtain essential replacement **travel documents** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 4) **Personal Property Delay**

If within the **operative time** the **personal property** of an **insured person** is delayed during an **insured journey**, we shall indemnify **you** for the benefit of the **insured person** for any reasonable expenses incurred by the **insured person** in purchasing essential replacement clothing, toilet requisites and/or similar items up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 5) **Reinstatement of Sum Insured**

If within the **operative time** an **insured person** sustains theft or loss of or damage to:

- a) **Personal property** or **business equipment** or **travel documents** or **keys** during an **insured journey**; and / or
- b) **Travel documents** during a period of 120 (one hundred and twenty) hours immediately preceding the commencement of an **insured journey**.

We shall not reduce the amount of any such loss from the **sum insured** per **insured journey** shown in the **schedule** for any subsequent loss that an **insured person** sustains during the same **insured journey**.

Property Exclusions

Applicable to Section 5 Property (please also refer to General Exclusions).

We shall not pay for:

- 5.2.1 Loss due to confiscation or detention by customs or any other authority.
- 5.2.2 Loss of or damage to **personal property** or **business equipment** which is insured under any other policy of insurance.
- 5.2.3 Loss of or damage to **personal property** or **business equipment** in excess of the Single Article Limits shown in the **schedule**.
- 5.2.4 Loss of or theft of **personal property** or **business equipment** from any unattended vehicle, unless kept out of sight in a locked compartment.
- 5.2.5 Loss of or damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration.
- 5.2.6 Loss of or damage to vehicles, their accessories or spare parts.

Property Conditions

Applicable to Section 5 Property (please also refer to General Conditions).

- 5.3.1 Any expense paid for Delayed **personal property** shall be deducted from any subsequent claim for **personal property** of such items.
- 5.3.2 If **personal property** or **business equipment** can be repaired to its state immediately before such loss or damage, **we** may at **our** discretion pay for such repairs up to the **sum insured** per **insured journey** shown in the **schedule**.

6. Money

Money

If within the **operative time** an **insured person** sustains theft or loss of:

- a) **Money** during an **insured journey** or during a period of 120 (one hundred and twenty) hours immediately preceding the commencement of an **insured journey** or immediately following its completion.

We shall indemnify **you** for the benefit of the **insured person** up to the **sum insured** per **insured journey** shown in the **schedule**.

Money Definitions

Applicable to Section 6 Money (please also refer to General Definitions).

6.1.1 **Cheque** means any cheque for which the **insured person** is the authorised signatory.

6.1.2 **Money** means any **cash**, bankers draft, bill of exchange, postal or money order, signed travellers **cheque** or other **cheque**, letter of credit, luncheon voucher, money order, phone card, travel ticket, **financial card**, gift token and prepaid coupon, which are taken on or will be taken on or acquired during an **insured journey** by the **insured person** and are intended for personal expenditure, or business expenditure that is reclaimable from **you**.

Money Extensions

Ext 1) Cheque protection

If within the **operative time** an **insured person** sustains theft or loss of a **cheque** during an **insured journey**, **we** shall indemnify **you** for the benefit of the **insured person** for any financial loss incurred directly as a result of the **cheque** being fraudulently used up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 2) Financial Card Protection

If within the **operative time** an **insured person** sustains theft or loss of a **financial card** during an **insured journey**, **we** shall indemnify **you**, or **you** for the benefit of the **insured person**, for any financial loss incurred directly as a result of the **financial card** being fraudulently used up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 3) Reinstatement of Sums Insured

If within the **operative time** an **insured person** sustains theft or loss of:

- a) **Money** during an **insured journey** or during a period of 120 (one hundred and twenty) hours immediately preceding the commencement of an **insured journey** or immediately following its completion.

we shall not reduce the amount of any such loss from the **sum insured** per **insured journey** shown in the **schedule** for any subsequent loss that an **insured person** sustains during the same **insured journey**.

Money Exclusions

Applicable to Section 6 Money (please also refer to General Exclusions).

We shall not pay for:

- 6.2.1 Loss of or theft of **cash** in excess of the **cash limit** shown in the **schedule**.
- 6.2.2 Theft of cash as a direct result of the **insured person** being the victim of an **express kidnapping**.
- 6.2.3 Loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions.
- 6.2.4 Loss due to confiscation or detention by customs or any other authority.
- 6.2.5 Loss of or theft of a **financial card** or **cheque** not reported to the police within 48 (forty-eight) hours of the discovery of the loss or sooner as required by the **financial card** or **cheque** issuer.
- 6.2.6 Loss arising from fraudulent use of a **financial card** unless the **insured person** has complied where reasonably possible with the terms and conditions under which the card was issued.
- 6.2.7 Loss arising from fraudulent use of a **financial card** or **cheque** by:
 - a) the **insured person** or a member of the family of the **insured person**; or
 - b) an **employee** of **yours** where the **financial card** or **cheque** is issued on **your** behalf.
- 6.2.8 Loss of or theft of **money** left unattended, unless kept out of sight in a locked compartment.

Money Conditions

Applicable to Section 6 Money (please also refer to General Conditions).

- 6.3.1 If during an **insured journey** money has been forwarded to an **insured person** by **us** to replace **money** that has been lost or stolen during an **insured journey**:
 - a) the value of money that has been forwarded shall be deducted from any subsequent claim in respect of the original loss; or
 - b) **you** shall reimburse **us** in a timely manner in respect of any **money** forwarded in good faith to an **insured person**.

7. Kidnap or Extortion Consultation Expenses

Kidnap or Extortion

If within the **operative time** an **insured person** is **kidnapped** or allegedly **kidnapped** during an **insured journey** outside their **country of permanent residence**, we shall indemnify **you** for the benefit of the **insured person** for **kidnap** or **extortion consultant's expenses** up to the **sum insured** per **insured journey** shown in the **schedule**.

Kidnap or Extortion Definitions

Applicable to Section 7 Kidnap or Extortion Consultation Expenses (please also refer to General Definitions).

- 7.1.1 **Consultants Expenses** means reasonable and necessary fees and expenses of The ANVIL Group to investigate and negotiate the release of an **insured person**, which have been incurred in response to a **kidnap** or **extortion**, including but not limited to costs of travel, accommodation, qualified interpretation, communication and **payments to informants**.
- 7.1.2 **Extortion** means a threat, made directly against **you** by a person or group, to **kidnap** or cause bodily harm to an **insured person** for the purpose of obtaining a **kidnap or extortion payment**.
- 7.1.3 **Kidnap or Extortion Expenses** means:
- a) reasonable travel and accommodation expenses incurred by **you**; and
 - b) any **payments to informants**; and
 - c) reasonable fees and expenses of an independent public relations consultant incurred with **our** prior consent; and
 - d) the continued payment of the remuneration that the **insured person** received as a salary from **you**, prior to being wrongfully abducted or detained, for the duration that it is believed that the **insured person** remains alive or until the release of the **insured person**, subject to a maximum of 6 (six) continuous months; and
 - e) reasonable fees for independent legal and medical advice incurred by **you**, with **our** prior consent.
- 7.1.4 **Kidnap or Extortion Payment** means a consideration paid or promised by **you** to a person or group believed to be responsible for **kidnap** or **extortion**, which is necessarily incurred to terminate such **kidnap** or **extortion**.
- 7.1.5 **Payments to Informants** means reasonable and necessary payments paid or promised by **you** to any person providing information which leads to the arrest of the person or group responsible for **kidnap** or **extortion**.

Kidnap or Extortion Extensions

Ext 1) **Express Kidnapping**

If within the **operative time** an **insured person** is the victim of an **express kidnapping** during an **insured journey** outside of their **country of permanent residence**, we shall indemnify **you** for the benefit of the **insured person** for any financial loss incurred directly as a result of a **financial card** being used fraudulently or under coercion, up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 2) **Hi-jack or Kidnap Benefit**

If within the **operative time** an **insured person** is the victim of a **hi-jack** or **kidnap** during an **insured journey** outside of their **country of permanent residence**, we shall pay a benefit to **you** for each complete day that an **insured person** is wrongfully abducted or detained in accordance with the **sum insured** per **insured journey** shown in the **schedule**.

Ext 3) **Kidnap or Extortion Expenses**

If within the **operative time** an **insured person** is **kidnapped** or allegedly **kidnapped** during an **insured journey** outside of their **country of permanent residence**, we shall indemnify **you** for the benefit of the **insured person** for any **kidnap or extortion expenses** up to the **sum insured** per **insured journey** shown in the **schedule**.

Ext 4) **Kidnap or Extortion Payment**

If within the **operative time** an **insured person** is **kidnapped** or allegedly **kidnapped** during an **insured journey** outside of their **country of permanent residence**, we shall indemnify **you** for the benefit of the **insured person** for any **kidnap or extortion payment** up to the **sum insured** per **insured journey** shown in the **schedule**.

Kidnap or Extortion Exclusions

Applicable to Section 7 Kidnap or Extortion Consultation Expenses (please also refer to General Exclusions).

We shall not pay for:

- 7.2.1 Any claim for a **kidnap** or **extortion** which occurs in Afghanistan, Brazil, Colombia, Haiti, Iraq, Libya, Mexico or Syria.
- 7.2.2 Any claim for an **insured person** within their **country of permanent residence** or whilst on an **insured journey** in excess of sixty (sixty) days duration unless prior written agreement has been received from **us**.
- 7.2.3 Loss due to any fraudulent, dishonest or criminal act committed or attempted by **you**, an **employee**, director or authorised representative of **yours**, including any person who has custody of any ransom monies.
- 7.2.4 Any damages and legal costs that **you** become legally liable to pay resulting from alleged negligence or incompetence in hostage retrieval operations or negotiations following the wrongful abduction or detention of an **insured person** or alleged negligence in not preventing the wrongful abduction of the **insured person**.

- 7.2.5 Any sums, property or other consideration, surrendered to any person other than those responsible for making a previously communicated ransom demand to **you** or any person(s) authorised to act on **your** behalf.
- 7.2.6 Ransom demands made by the same person, group or collaborating groups, with the apparent purpose of creating a cumulative or coercive effect upon **you** or an **insured person**, as these shall be considered as one demand.
- 7.2.7 Any claim for a **child kidnapped** by their parent or guardian.

Kidnap or Extortion Conditions

Applicable to Section 7 Kidnap or Extortion Consultation Expenses (please also refer to General Conditions).

- 7.3.1 The ANVIL Group must be informed immediately or as soon as reasonably possible of any situation that may give rise to a claim and this is deemed to be notification to **us** as per General Claims Condition 1) a):
- Telephone Number: +44 (0) 20 3096 3939
- 7.3.2 **You** must provide The ANVIL Group with all assistance and information in a timely manner and no offer, promise or payment shall be made by **you** or **insured person** without **our** express consent.
- 7.3.3 A claim shall not be payable where **you** or the **insured person** has had **kidnap** insurance declined or cancelled prior to the inception of this **policy**.

8. Rental Vehicle Excess Protection

Rental Vehicle Excess

If within the **operative time** an **insured person** sustains loss of or theft of or damage to a **rental vehicle** during an **insured journey**, **we** shall indemnify **you** 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, up to the **sum insured** per **insured journey** shown in the **schedule**.

Rental Vehicle Excess Definitions

Applicable to Section 8 Rental Vehicle Excess Protection (please also refer to General Definitions).

8.1.1 **Rental vehicle** means any vehicle rented by an **insured person** under a licenced Rental Vehicle Agreement.

Rental Vehicle Exclusions

Applicable to Section 8 Rental Vehicle Excess Protection (please also refer to General Exclusions).

We shall not pay for:

- 8.2.1 Any loss of or damage to a **rental vehicle** deliberately caused by the **insured person**.
- 8.2.2 Any loss of or damage to a **rental vehicle** arising out of wear and tear, gradual deterioration, mechanical or electrical failure, not attributable to accidental damage or damage that existed at the commencement of the period of rental.
- 8.2.3 The **insured person** being involved in a motor accident where such **insured person** is subsequently found to have been driving, at the time of the accident, with a level of alcohol or drugs in their blood above that permitted under prevailing legislation for such country.

9. Personal Liability

Personal Liability

If during an **insured journey** an **insured person** becomes legally liable to pay damages in respect of:

- a) **Injury** to any person or
- b) **Property damage** to the property of any person

We shall:

- I. Indemnify **you** for the benefit of the **insured person** for any such damages incurred by the **insured person**; and
- II. Pay any costs and/or expenses incurred by a claimant arising out of a) and / or b) above and which are recoverable by the claimant from the **insured person** or any representative of an **insured person**; and
- III. Pay any other costs and expenses incurred with **our** prior written consent,

up to the **sum insured** per **insured journey** shown in the **schedule**.

Personal Liability Definitions

Applicable to Section 9 Personal Liability (please also refer to General Definitions).

8.1.2 **Injury** means bodily injury, death or illness.

8.1.3 **Property damage** means direct physical loss of or direct physical damage to material property.

Personal Liability Exclusions

Applicable to Section 9 Personal Liability (please also refer to General Exclusions).

We shall not provide indemnity for:

- 9.2.1 **Property damage** to property belonging to or held in trust by or which is in the custody or control of **you** or an **insured person** or any **employee** of **yours** or any member of the immediate family of the **insured person**.
- 9.2.2 **Injury** to any **employee** or any member of the immediate family of the **insured person**.
- 9.2.3 **Injury** or **property damage** arising directly or indirectly as a result of the ownership possession or use of any:
 - I. Mechanically propelled vehicle; or
 - II. Aircraft or watercraft; or
 - III. Firearm (other than sporting guns)
- 9.2.4 **Injury** or **property damage** arising directly or indirectly in connection with:
 - I. Any malicious or unlawful act; or

- II. any deliberate act that is intended by the **insured person**, other than where the **insured person** uses reasonable force to protect persons or tangible property; or
 - III. The carrying out of any trade, business or profession; or
 - IV. The rendering of or failure to render advice or medical assistance; or
 - V. The ownership, possession or occupation of land or buildings
- 9.2.5 If at the time of any claim there is or but for the existence of this **policy** there would be any other insurance covering the same legal liability, the indemnity under this **policy** will not apply in respect of any amount beyond that which would have been payable under such other insurance had this **policy** not been effected.
- 9.2.6 Damages resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.
- 9.2.7
- a) Any Fines, penalties or liquidated damages; or
 - b) Compensation ordered or awarded by a Court of Criminal Jurisdiction; or
 - c) Aggravated, exemplary or punitive damages awarded by a court outside the **united kingdom**
- 9.2.8 Damages resulting from the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos and silicosis.
- 9.2.9 Damages, loss, cost or expense resulting from any:
- a) Request, demand, order or regulatory or statutory requirement that **you** or others should test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way, respond to or assess the effects of asbestos; or
 - b) Claim or proceeding, by or on behalf of a government authority or others, for any damages, loss, cost, or cleaning up, containing, treating, detoxifying or neutralising or in any way responding to or assessing the effects of asbestos.
- 9.2.10 Damages resulting from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury.

Personal Liability Conditions

Applicable to Section 9 Personal Liability (please also refer to General Conditions).

- 9.3.1 **We** may, at any time and at our sole discretion, make a payment on **your** behalf of:
- a) The maximum **sum insured** stated in the **schedule** in respect of any one **event**, or
 - b) The balance thereof, should any payments have already been made in respect of claims arising out of the same **event**; or
 - c) Any lesser amount for which, at **our** absolute discretion, the claim arising out of such **event** can be settled.

We will then have no further liability arising out of or in connection with such **event**.

Additionally, if the sum payable in respect of any claim or claims occurring in connection with or arising out of any one **event** exceeds the **sum insured** shown in the **schedule, you** shall:

- a) Be responsible for any amount in excess of such **sum insured**; and
- b) Pay a proportion of costs and expenses, as set out in this section, as the **sum insured** bears to the total sum payable in respect of such **event**.

10. Legal Assistance Expenses

Legal Assistance Expenses

If within the **operative time** an **insured person** sustains **bodily injury** or illness caused by a third party during an **insured journey**, **we** shall indemnify **you** for the benefit of the **insured person** for **legal expenses** incurred in pursuit of a claim for damages or compensation against such third party, up to the **sum insured** per **insured journey** shown in the **schedule**.

Legal Assistance Expenses Definitions

Applicable to Section 10 Legal Assistance Expenses (please also refer to General Definitions).

10.1.1 **Legal expenses** means:

- a) Any fees, expenses and other disbursements, reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed to act on behalf of the **insured person**, including costs and expenses of expert witnesses, in addition to those incurred by **us** in connection with such claims or procedures; and
- b) any costs payable by an **insured person** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

Legal Assistance Expenses Extensions

Ext 1) **Court Appearance Costs**

If within the **operative time** reasonable additional travel and accommodation costs are necessarily incurred by an **insured person** in connection with the requirement to attend court, **we** shall indemnify **you** for the benefit of the **insured person** up to the **sum insured** shown in the **schedule**.

Legal Assistance Expenses Exclusions

Applicable to Section 10 Legal Assistance Expenses (please also refer to General Exclusions).

We shall not pay for:

- 10.2.1 Any **legal expenses** incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the **insured person**.
- 10.2.2 Any fines or penalties
- 10.2.3 Any **legal expenses** incurred in connection with any criminal or wilful act.
- 10.2.4 Any **legal expenses** incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents.
- 10.2.5 Any claim or circumstance notified more than 12 (twelve) months after the incident from

which the cause of action arose.

Legal Assistance Expenses Conditions

Applicable to Section 10 Legal Assistance Expenses (please also refer to General Conditions).

10.3.1 Written consent from **us** must be obtained prior to incurring **legal expenses**. **We** will give prior consent if **you** satisfy **us** that:

- a) There are reasonable grounds for pursuing the legal proceedings and it is reasonably likely that such an action shall be successful; and
- b) It is reasonable for **legal expenses** to be provided in a particular case.

General Conditions for Sections 1 to 10

1. Acquisitions

If during the **period of insurance**, **you** acquire or create a subsidiary company (as defined in the Companies Act 2006), either directly or through one of **your** own subsidiaries, cover under this **policy** will automatically extend to include such subsidiary company from the date of acquisition or creation provided that:

- a) There is not more than a 20% increase in any element below of underwriting information provided at inception or last renewal (whichever is the later):
 - I. Estimated salaries; or
 - II. Number of **insured persons**; or
 - III. Number of trips or travel days (travel pattern)
- b) The business description of the acquired or created subsidiary is the same as **yours** as declared to **us**.

We reserve the right to review all acquisitions or creations of a subsidiary company that fall outside the above criteria.

2. Alteration

The **policy** shall be terminated with immediate effect if after commencement of this insurance:

- a) **Your** business is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued; or
- b) any alteration be made, either in **your** business or any other circumstances, whereby any material risk under this **policy** is increased,

Unless agreed by **us** in writing.

3. Assignment

You may not assign to any other person or organisation any right or cause of action against **us** under or in connection with this **policy**.

4. Declarations

Where the premium has been calculated on **your** estimates, **you** shall keep an accurate record and declare such details to **us** no later than 3 (three) months after the expiry of the **period of insurance**.

The premium shall then be adjusted and any difference paid by or allowed to **you**, subject to any minimum premium that may apply.

5. Due Diligence

You shall exercise and ensure that all **insured persons** shall exercise all due diligence and care to avoid or diminish any loss or circumstance likely to give rise to a claim under this **policy**.

6. **Law and Jurisdiction**

The meaning, validity and effect of this **policy** will be interpreted in accordance with the law of England and Wales and the courts in England or Wales will have exclusive jurisdiction in any dispute hereunder.

7. **Payment of Premium**

You shall pay the premium, as specified in the **schedule** as due, in full to **us**.

8. **Titles and Headings**

Titles and Headings are descriptive and are used solely for convenience of reference and shall not be deemed to limit or affect the provisions to which they relate in any way.

General Claims Conditions for Sections 1 and 2

The following claims conditions shall apply to all sections of this **policy** unless stated otherwise:

1. Action by You

In the event of any circumstance which could give rise to a claim **you** shall:

- a) Notify us as soon as reasonably practicable by contacting us by one of the following methods:

In writing: (CSA) Claims Settlement Agencies Limited
308-314 London Road, Benfleet, Essex, SS7 2DD

Telephone: +44 (0) 20 3096 3940

Email: info@csal.co.uk

- b) Notify the local police authority, as soon as reasonably practicable, if it becomes apparent that any loss or destruction of or damage to property has been caused by malicious persons or thieves; and
- c) Carry out and permit to be taken any action, which may be reasonably practicable, to prevent further loss, destruction or damage, in order to minimise or to avoid or diminish the loss; and
- d) Supply to **us**, at **your** expense, within 30 (thirty) days after the circumstances or **event** or within such further time as **we** may allow:
- I. Full details in writing of the claim; and
 - II. Details of any other insurances relating to the claim; and
 - III. all such proofs and information relating to the claim as may reasonably be required by **us** for the purpose of investigating or verifying the claim; and
 - IV. If demanded, a statutory declaration of the truth of the claim and of any matters connected with such claim
- e) Forward upon receipt, to **us** or **our** representatives, any letter of claim, writ, proceedings or other document received in connection with any claim made under this **policy**.
- f) Give all assistance as **we** may reasonably require including, but not limited to, agreement with all reasonable arrangements for medical and other advisors of **ours** to examine the **insured person**, in respect of which a claim has been made.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **you** without **our** written consent. **We** shall be entitled to take over and conduct in **your** name for **our** own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

2. Claims settlement in foreign currencies

Any payment required in a different currency to that shown in the **schedule** shall be calculated at the rate of exchange as published on www.oanda.com for the date of loss, with the exception of any **kidnap** or **extortion** payment, which shall be calculated at the rate of exchange as published on www.oanda.com for the date a payment is made.

3. **Contracting Parties and Rights of Action**

No person or organisation, who is not a party to this Agreement, including specifically any **insured person**, has any right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or reenactment thereof, to enforce any term of this **policy**, except where such rights exist apart from the operation of such Act.

4. **Payments to an insured person**

With respect to cover under this **policy**, where **we** agree to pay **you** for the benefit of the **insured person**, **you** shall forward any payments received under this **policy** to the **insured person** to the extent the **insured person** has actually suffered the loss or damage or is otherwise entitled to the benefit from **you**. For the avoidance of doubt, the **insured person** shall not have any direct rights under this **policy**.

5. **Subrogation and Waiver of Rights**

Any claimant under this **policy** shall at **our** request and expense take and permit to be taken all necessary steps in **your** name for enforcing rights against any other party, before or after any payment is made by **us**.

For the purposes of this condition, **you** shall include all persons and organisations indemnified under this **policy**.

General Data Protection Regulation

Personal Information Notice

Who we are

We are separate firms Touchstone Underwriting Limited, the risk underwriter and Vibe Syndicate Management Limited, the Lloyd's underwriter identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your 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. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notices, which are available online on our websites www.t-u-l.co.uk and /or www.vibesm.com or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details.



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