

**Policy Wording**  
Group Personal Accident & Travel Insurance

## **Group Personal Accident & Travel Insurance**

Provided that the premium has been paid in the required manner, Chartis Insurance UK Limited (hereinafter referred to as “the *Company*”) will provide the insurance detailed in this policy and *Schedule* and in any attached memoranda or endorsements for the *Period of Insurance*.

### **Chartis Insurance UK Limited**

This insurance is underwritten by Chartis Insurance UK Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628).

Chartis Insurance UK Limited is a member of the Association of British Insurers. Registered in England: company number 1486260. Registered address: The Chartis Building, 58 Fenchurch Street, London, EC3M 4AB United Kingdom.

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## Policy Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, Schedule, endorsements or memoranda and are shown in italic print. They are described in the policy definitions and in the definitions within certain sections of the policy.

### ***Annual Salary***

The total gross basic *Annual Salary* excluding payments for overtime, commission or bonus payable by the *Insured* to the *Insured Person* at the date accidental bodily injury is sustained. For weekly paid *Insured Persons*, *Annual Salary* will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining accidental bodily injury and multiplying this amount by fifty-two.

### ***Associated Company***

A *Company* or organisation of the *Insured* whose name has been advised to and accepted by the *Company*.

### ***Business Trip***

Any *Trip* undertaken primarily for the purpose of the *Insured's* business which commences during the *Period of Insurance* and is *Scheduled* to last for a maximum duration of twelve months. Non-business activities are covered when incidental to a *Business Trip*.

### ***Channel Islands***

Jersey, Guernsey, Alderney, Sark.

### ***Child or Children***

Any person who is unmarried and under 18 years of age or 23 years of age if in full-time education.

### ***Company***

Means Chartis Insurance UK Limited.

### ***Director(s)***

Any person holding the position of *Director* with the *Insured* but excluding nonexecutive *Directors* unless otherwise agreed in writing with the *Company*.

### ***Domestic staff***

Any person, employed in one or more of the following capacities: nanny, house-keeper, au-pair, butler, driver, chauffeur, maternity nurse, tutor, personal trainer.

### ***Employee***

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

### ***Gross Weekly Wage***

For weekly paid *Insured Persons* this means the average weekly gross basic salary excluding payments for overtime, commission or bonuses for the thirteen weeks prior to sustaining accidental bodily injury. For monthly paid *Insured Persons* this will be calculated by dividing the *Insured Person's Annual Salary* by fifty-two.

### ***Insured***

The *Insured Company*, organisation or individual shown in the *Schedule*.

**Insured Person**

Any person shown in the *Schedule* as being an *Insured Person*. Cover applies until the end of the *Period of Insurance* or the date upon which the *Insured Person* ceases their employment with the *Insured*, whichever occurs first.

**Insured Trip**

Any *Trip* which commences during the *Period of Insurance* and is *Scheduled* to last for a maximum duration of twelve months.

**Medical Practitioner**

Any suitably qualified *Medical Practitioner* other than:

- a) an *Insured Person*,
- b) a member of the immediate family of an *Insured Person*,
- c) an *Employee* of the *Insured*.

**Medical Consultant**

A *Medical Practitioner* who either holds a substantive NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EC Medical Directives (or foreign equivalents). In respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

**Operative Time**

The period of time during which the *Insured* or an *Insured Person* is covered by this policy (as outlined in the *Schedule* and described later in this policy wording).

**Partners**

The spouse, common-law spouse or civil partner of an *Insured Person* or any other person who is not a *Child* whom the *Insured* consents to be covered by this policy.

**Period of Insurance**

The period shown in the *Schedule*.

**Permanent Country of Residence**

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

**Schedule**

The document showing details of the cover the *Insured* has bought.

**Scheduled Aircraft**

An aircraft which flies from an internationally recognised airport on a published *Schedule* and which has more than 18 seats.

**Sum Insured**

The maximum amount of cover up to which the *Insured* or an *Insured Person* can claim.

**Trip**

A *Business Trip* or an *Insured Trip* covered during the *Operative Time*.

***United Kingdom***

England, Scotland, Wales, Northern Ireland, the Isle of Man and the *Channel Islands*.

***War***

*War* means any activity arising out of or attempt to participate in the use of military force between nations and will include civil *War*, revolution and invasion.

## General Policy Conditions

### 1. **Acceptance of Benefit**

If the *Company* has paid a claim under this policy and the *Insured* or an *Insured Person* has accepted full and final payment then the *Company* will not have to make any further payments for the same claim.

### 2. **Assignment**

This policy will not be assigned unless otherwise agreed by the *Company* in writing.

### 3. **Associated Companies and Change in Risk**

If relevant and subject to the prior written consent of the *Company*, this policy will cover Associated Companies as long as a list of these companies has been provided to and accepted by the *Company*. If the *Insured* changes its business activities from those described in the Business Description on the *Schedule* during a *Period of Insurance* it must tell the *Company* immediately.

### 4. **Cancellation of Cover**

The *Company* can cancel this Policy by giving 30 days written notice to the *Insured* at the *Insured's* last known address. The *Insured* can cancel this Policy by giving 30 days written notice to the *Company* at the *Company's* head office address in the *United Kingdom*, Chartis Insurance UK Limited, The Chartis Building, 58 Fenchurch Street, London EC3M 4AB United Kingdom. If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by the *Company* of £500 or one third of the annual premium, whichever the greater. If the annual premium is less than £500, one third will be payable. An *Insured Person* has no rights of cancellation under this policy. The *Company* can cancel any cover provided by this Policy for *War* by sending seven days notice to the *Insured* at the *Insured's* last known address.

### 5. **Claims Evidence**

The *Insured* must provide at its own expense all reasonable and necessary evidence (including post-mortem examinations) in support of a claim. An *Insured Person* must undergo any reasonable medical examinations in connection with any claim as the *Company* may require at its own expense.

### 6. **Claims Notification**

The *Insured* must tell the *Company* as soon as possible of any potential claim.

For a claim under Section B2 - Personal Property or Section B3 – Money please contact:

#### **Concierge Claims Service**

Telephone: +44 (0) 207 359 3433

Email: [lifelinebaggageclaims@chartisinsurance.com](mailto:lifelinebaggageclaims@chartisinsurance.com)

For all other claims please contact:

#### **The Accident & Health Claims Department,**

Chartis Insurance UK Limited

2-8 Altyre Road

Croydon

CR9 2LG

Telephone: +44 (0) 845 602 9429

Facsimile: +44 (0) 20 8253 7569

Email: [a&h.claims@chartisinsurance.com](mailto:a&h.claims@chartisinsurance.com)

### **7. Failure to comply with policy conditions**

Where the *Insured* or an *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, this may prejudice the *Insured* or an *Insured Person's* position to recover under any claim.

### **8. Fraud**

Any fraud, deliberate dishonesty, or hiding information connected with a claim, will make this policy invalid. If this happens, the *Insured* or an *Insured Person* will lose any benefit due to them and they must pay back any benefit that the *Company* has already paid. If this happens, the *Company* will not refund any premiums.

### **9. Interest on Benefit Payable**

The *Company* will not pay interest on any benefit payable.

### **10. Law and Jurisdiction**

This policy is a contract of insurance between the *Insured* and the *Company*. It will be governed by and construed and interpreted in accordance with the law applying in the country where the *Insured's* registered office is located and will be subject to the exclusive jurisdiction of the Courts of that country, provided that:

- a) the *Company* has not agreed otherwise at the start date of the policy, and
- b) it is in the *United Kingdom*,

otherwise, the policy will be governed by and construed and interpreted in accordance with the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

### **11. Notices**

Any notice served by the *Insured* or an *Insured Person* under this policy must be sent to the following address unless otherwise agreed in writing by the *Company*:

**The Group Accident & Health Manager**  
Chartis Insurance UK Limited  
The Chartis Building  
58 Fenchurch Street  
London  
EC3M 4AB

### **12. Other Insurances**

If at the time of a claim there is another insurance policy in the *Insured's* name which covers the *Insured* or the *Insured Person* for the same expense or loss, the *Company* will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies, except for Section A, items 1 – 6 on the *Schedule*, which are payable in full.

### **13. Other Interests**

No person other than the *Insured* (or an *Insured Person* with the express permission of the *Insured*) can make a claim under this policy.

### **14. Reasonable Care**

The *Insured* and each *Insured Person* must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every effort to recover any property covered by this policy which has been lost or stolen.

### **15. Rights of Third Parties**

No person other than the *Insured* or the *Company* may enforce any terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

## Disputes and Complaints

Every effort is made by the *Company* to ensure that the *Insured* or an *Insured Person* receives a high standard of service. If the *Insured* or an *Insured Person* is not satisfied with the service they have received, they should contact:

In respect of sales and administration related complaints:

**The Customer Relations Manager**

Chartis Insurance UK Limited  
2-8 Altyre Road  
Croydon  
CR9 2LG

Email: [uk.customer.relations@chartisinsurance.com](mailto:uk.customer.relations@chartisinsurance.com)

In respect of claims related complaints:

**The Accident & Health Claims Manager**

Chartis Insurance UK Limited  
2-8 Altyre Road  
Croydon  
CR9 2LG

The *Insured* should quote their name as shown on the *Schedule* and their policy number. An *Insured Person* should quote their surname, initials, policy number and the name of the *Insured* shown on the *Schedule*.

The *Company* will do its best to resolve any difficulty direct with the *Insured* or an *Insured Person*, but if the *Company* is unable to do this to the *Insured* or an *Insured Person's* satisfaction they may be entitled to refer any dispute to the Financial Ombudsman Service (FOS) who will review their case. Using the FOS does not affect your right to take legal action.

The address is:

**The Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800\*

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

\*Calls to this number cost no more than 5p per minute for BT customers (other networks may vary).

## Financial Services Compensation Scheme

The *Company* is covered by the Financial Services Compensation Scheme (FSCS). The *Insured* or an *Insured Person* may be entitled to compensation from the scheme if the *Company* cannot meet its financial obligations, depending on the type of insurance and the circumstances of the claim. For this type of insurance 90% of the claim is covered, without any upper limit.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 0207 892 7300, or 0800 678 1100.

## Data Protection

The *Company* is part of the international group of companies of Chartis Inc. By entering into this policy, the *Insured* understands and agrees that the *Company*, *Chartis Inc.* and its subsidiaries and affiliates may use personal data about Insured Persons and any other person whom the Insured consents to be covered by this policy, including, but not limited to, sensitive personal data relating to physical or mental health or condition. The *Insured* will obtain the prior consent of *Insured Persons* and any other individuals to provide their personal data to us and its use for a number of purposes, which include:

- for making decisions on whether to provide insurance cover;
- for insurance administration, including claims processing and payment and policy renewals;
- for the provision of assistance, advice and information on medical and travel issues;
- for the prevention and investigation of crime, including fraud and money laundering; and
- for compliance with legal and regulatory requirements on the *Company*, other Chartis Inc. group companies and our contractors and agents.

For these purposes personal data may be shared with Chartis Inc. group companies and our contractors and agents (including health professionals and other service providers, insurers, reinsurers, brokers and representatives). Information about claims may be put on a register of claims and shared with other insurers for fraud prevention and any personal data will be shared with other third parties if required by law.

In the event of a change in the corporate structure or business of the *Company* or the international group of companies of Chartis Inc., including, but not limited to, merger, consolidation, sale, liquidation or transfer of assets, personal data may be disclosed confidentially to a potential purchaser or transferred, sold or assigned to one or more affiliated or unaffiliated third parties. In such an event personal data will still be used as set out in this provision.

We will ensure that personal data is kept secure and may transfer this data outside of the European Economic Area (*EEA*) for the above purposes, including electronic storage. Whenever we transfer or share personal data outside or inside the *EEA* we will ensure that it is protected.

Calls to any telephone number referred to in this policy may be monitored or recorded for service quality, training and security purposes.

*Insured Persons* and other individuals have the right to request a copy of the personal data that is held about them, and to ask for the correction or removal of inaccurate information. We may make a small charge to provide access to this data. Our Data Protection Officer can be contacted by e-mail at [DataProtectionOfficer@chartisinsurance.com](mailto:DataProtectionOfficer@chartisinsurance.com) or by post to Data Protection Officer, Legal Department, Chartis Insurance UK Limited, The Chartis Building, 58 Fenchurch Street, London EC3M 4AB.

## Operative Times

### Personal Accident

#### **OP1 - 24 Hours a Day Worldwide Cover**

At any time.

#### **OP2 – All Occupational Related Cover**

- While an *Insured Person* is carrying out their occupational duties for the *Insured* either on or away from the *Insured's* premises.
- At any time while an *Insured Person* is on the *Insured's* premises.
- While an *Insured Person* is travelling between their place of residence and place of work.
- While an *Insured Person* is travelling between their places of work where the travel is at the expense of the *Insured*.
- While an *Insured Person* is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by, or leased to the *Insured* or an *Insured Person* (in respect of an *Insured Person*, where travel is at the expense of the *Insured*), or any vehicle temporarily replacing it.
- At any time where accidental bodily injury is suffered by an *Insured Person* and is the direct result of an unprovoked malicious assault by another person or where accidental bodily injury is the direct result of theft or attempted theft of the *Insured's* or an *Insured Person's* property.

### Travel

#### **OT1 - Business Travel**

- While an *Insured Person* is on a *Business Trip*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first. If an OP2 - All Occupational Related Cover *Operative Time* also applies, it is extended to “at any time between leaving an *Insured Person's* place of residence at the start of the *Business Trip* and return to place of residence at the end of the *Business Trip*.”
- Extension to OT1 – Business Travel: where *Directors* are noted on the *Schedule* as being covered under this *Operative Time* – OT1, their cover is automatically extended to an OT2 – Business and Leisure Travel *Operative Time* and cover under Section B (Travel) is automatically extended to include their *Partners*, *Children* and one salaried *Domestic staff*.

#### **OT2 – Business and Leisure Travel**

- While an *Insured Person* is on any *Insured Trip*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work, whichever occurs first. If an OP2 - All Occupational Related Cover *Operative Time* also applies, it is extended to “at any time between leaving an *Insured Person's* place of residence at the start of the *Insured Trip* and return to place of residence at the end of the *Insured Trip*.”
- Extension to OT2 – Business and Leisure Travel: where *Directors* are noted on the *Schedule* as being covered under this *Operative Time* – OT2, cover under Section B (Travel) is automatically extended to include their *Partners*, *Children* and one salaried *Domestic staff*.

## Section A – Personal Accident

If an *Insured Person* sustains accidental bodily injury during the *Operative Time* which within two years solely and independently of any other cause results in death, disablement or the incurring of *Medical Expenses*, the *Company* will pay the *Insured* or, in the case of *Medical Expenses*, the *Insured* or an *Insured Person* the amount appropriate to the benefit shown in the *Schedule*.

### Definitions applicable to Section A

#### **Loss of Limb**

In the case of a leg or lower limb

- a) loss by permanent physical severance at or above the ankle, or
- b) permanent and total loss of use of a complete foot or leg.

In the case of an arm or upper limb

- a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand), or
- b) permanent and total loss of use of a complete arm or hand.

#### **Loss of Eye**

Permanent and total loss of sight:

- a) in both eyes if an *Insured Person's* name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what an *Insured Person* should see at 60 feet).

#### **Loss of Speech**

Total and permanent *Loss of Speech*.

#### **Loss of Hearing**

Total and permanent *Loss of Hearing*.

#### **Permanent Total Disablement**

Disablement which totally prevents an *Insured Person* from working in their usual occupation for the *Insured* which in all probability will continue for the remainder of their natural life.

#### **Temporary Total Disablement**

Disablement which prevents an *Insured Person* from carrying out all parts of their usual occupation for the *Insured*.

#### **Temporary Partial Disablement**

Disablement which prevents an *Insured Person* from carrying out the majority of their usual occupation for the *Insured*.

#### **Deferment Period**

The initial period of *Temporary Total Disablement* or *Temporary Partial Disablement* during which the Benefit under items 5 or 6 on the *Schedule* is not payable.

#### **Paraplegia**

The permanent and total paralysis of the two lower limbs, bladder and rectum.

**Quadriplegia**

The permanent and total paralysis of the two upper limbs and two lower limbs.

**Scheduled Aircraft Accumulation Limit**

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Persons* suffering accidental bodily injury in the same *Scheduled Aircraft* accident or series of *Scheduled Aircraft* accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

**Non-Scheduled Aircraft Accumulation Limit**

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Persons* suffering accidental bodily injury in the same aircraft accident (this not being a *Scheduled Aircraft* accident) or series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

**Any One Accident Limit**

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Persons* suffering accidental bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

**Medical Expenses**

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges connected with a valid claim under items 1-6 on the *Schedule*. This will not exceed 15% of any amount paid under items 1-4b or 30% under items 5 or 6, whichever is the greater, up to a maximum of £15,000 per *Insured Person*.

**Condition applicable to Section A**

If a claim exceeds the *Scheduled Aircraft Accumulation Limit*, the *Non-Scheduled Aircraft Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Company* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule*.

## Automatic Extension to Permanent Total Disablement

### **Permanent Partial Disablement**

A permanent disability benefit payable as a percentage of the *Sum Insured* under item 4a, shown on the *Schedule*, depending on the degree of permanent disability. The benefits payable for specific disabilities are:

Permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%
i) Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii), 4a of the <i>Schedule</i> or any of the benefits above, up to a maximum of 100% of item 4a of the <i>Schedule</i> .	
j) <i>Paraplegia</i>	£ 25,000
k) <i>Quadriplegia</i>	£100,000

Any Permanent Partial Disablement payable under item i) will be assessed by considering the severity of the disablement in conjunction with the stated percentages for the specific types of disablement mentioned above. The *Insured Person's* occupation will not be a relevant factor.

When more than one form of disablement results from one accident the percentages from each are added together but the *Company* will not pay more than 100% of the *Sum Insured* under item 4a other than for *Paraplegia* or *Quadriplegia* which will be payable in addition to item 4a.

If a claim is payable for loss of or loss of use of a whole part of the body a claim for any component of that part cannot also be made.

### **Provisions applicable to Section A**

1. If an *Insured Person* disappears and after a suitable period of time it is reasonable to believe that death resulted from accidental bodily injury, the benefit as shown in the *Schedule* will be paid providing the *Insured* signs an agreement that if it later transpires that an *Insured Person* has not died, any amount paid will be refunded to the *Company*.

2. Death or disablement resulting from exposure to severe weather conditions will be considered to have been caused by accidental bodily injury.

3. If an *Insured Person* is not a *Director* or *Employee* of the *Insured* then item 4a as shown in the *Schedule* will be defined as "*Permanent Total Disablement* which totally prevents an *Insured Person* from working in gainful employment for which they are fitted by way of training, education or employment which in all probability will continue for the remainder of their natural life". No benefit will be payable under items 5 and 6 as shown in the *Schedule*.

4. The benefit under item 1 for an *Insured Person* who is a *Child* will be limited to £20,000 except where an *Insured Person*, aged between 16 and 18 years of age at the time of sustaining accidental bodily injury, is a *Director* or *Employee* of the *Insured*.

5. The benefit will be reduced to 10% of the *Sum Insured* shown on the *Schedule* or £50,000, whichever is less, in respect of items 1-3 and no benefit will be payable in respect of items 4a, 4b, 5 and 6, for any *Insured Person* after expiry of the *Period of Insurance* during which that *Insured Person* reaches age 75.

6. If an *Insured Person* is not covered under item 1 as shown in the *Schedule* the *Company* will not pay for items 2 - 4b as shown in the *Schedule* until at least 13 weeks after the date of the accident and the *Company* will only then pay if the *Insured Person* has not in the meantime died as a result of the accident.

7. If an *Insured Person* is covered under item 1 as shown in the *Schedule* but the benefit payable is less than for items 2 - 4b as shown in the *Schedule*, the *Company* will not pay more than the amount of the death benefit if accidental bodily injury does not immediately result in death until at least 13 weeks after the date of the accident.

## **Extensions applicable to Section A**

1. The *Company* agrees to pay the *Insured* on behalf of an *Insured Person* £50 per day or part thereof up to a maximum of 365 days in the event of an *Insured Person* being admitted to a hospital as an in-patient as a result of accidental bodily injury. The benefit will be increased to £100 per day or part thereof on public or bank holidays.

2. In the event of accidental bodily injury being sustained by an *Insured Person* which results in the continuous unconscious state of the *Insured Person*, the *Company* agrees to pay the *Insured* or the *Insured Person* £50 per day or part thereof of continuous unconsciousness, up to a maximum period of 730 days. This benefit will be in addition to any amount paid under extension 1 above.

3. In the event of a claim being paid for accidental death, the benefit payable under item 1 will be increased by 5% per dependant *Child* up to a maximum of 25% of the benefit but no less than £5,000, subject to a maximum cumulative benefit payable of £2,500,000 per *Insured Person* and dependant *Child* or *Children*.

4. In the event that an *Insured Person* and their Partner suffer fatal injury in the same accident resulting in a claim being paid for accidental death and leave dependants, the *Company* agrees to double the benefit under item 1, subject to a maximum benefit payable for an *Insured Person* or their Partner (if also *Insured*) of £2,500,000 per person.

5. In the event of a claim being paid for *Permanent Total Disablement* or *Loss of Limb(s)* or *Loss of Eye(s)* the *Company* agrees to indemnify the *Insured* for reasonable expenses incurred in retraining the *Insured Person* for an alternative occupation up to a maximum of £15,000.

6. In the event of a claim being paid for accidental death the *Company* will pay reasonable funeral expenses incurred up to a maximum of £5,000 any one *Insured Person*, subject to the total amount payable under Section A and Section B1.2 not exceeding £5,000 in the aggregate.

7. In the event of an *Insured Person* being hospitalised in the *United Kingdom* or an *Insured Person's Permanent Country of Residence*, beyond a 10 mile distance from their normal place of residence, the *Company* will pay the cost of transporting any person whom the *Insured* consents to be covered by this policy to visit an *Insured Person*, up to a maximum of £2,500, payable in addition to any other claimable expense.

8. In the event of a claim being paid for any of items 2 to 6, the *Company* agrees to pay up to 5% of the total benefit claimed, subject to a maximum of £10,000, for an in-home domestic service while recovery is in progress, as well as a chauffeur service to and from an *Insured Person's* usual place of work if an *Insured Person* recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport.

### Special Extensions applicable to Section A

1. Cover is automatically extended under each category shown in the *Schedule* to include *Partners* and *Children* provided an *Insured Person* shown in the *Schedule* is a *Director* or *Employee* of an *Insured*. The *Operative Time* and benefits payable are:

*Operative Time:* OP1 – 24 Hours a Day Worldwide Cover

At any time.

*Benefits:* *Paraplegia:* £ 25,000

*Quadriplegia:* £100,000

2. In the event that a third party visits an *Insured's* premises in a business capacity and sustains accidental bodily injury which would, had the visitor been an *Employee*, result in a valid claim under items 1 to 3a, the *Company* agrees to pay a benefit of £20,000 to the *Insured*.

### Exclusions applicable to Section A

1. The *Company* will not pay any claim which is the result of bodily injury, death, disablement or the incurring of *Medical Expenses* caused by:

- a) intentional self-injury,
- b) suicide or attempted suicide other than for authorised and documented recruitment costs incurred in engaging a replacement *Insured Person* up to a maximum of £10,000,
- c) flying as a pilot.

2. The *Company* will not pay any benefit where bodily injury or death, disablement or the incurring of *Medical Expenses* is the result of or is contributed to by:

- a) sickness or disease (not resulting from accidental bodily injury), or
- b) any naturally occurring condition or degenerative process which is known to an *Insured Person* and their General Practitioner, or
- c) any gradually operating cause.

## Section B – Travel

### Section B1.1 – Medical and Emergency Travel Expenses

If an *Insured Person* is injured or becomes ill during the *Operative Time*, the *Company* will reimburse the *Insured* or an *Insured Person* for any *Medical Expenses* and *Emergency Travel Expenses* reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or first diagnosis of illness.

#### Definitions applicable to Section B1.1

##### **Medical Expenses**

The costs incurred outside the *United Kingdom* (but including costs incurred within the *Channel Islands*), or an *Insured Person's Permanent Country of Residence*, for medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges. Dental expenses are covered if incurred in an emergency or if they are the result of an injury.

##### **Emergency Travel Expenses**

The additional transport and accommodation expenses (less any possible recovery or saving) incurred by an *Insured Person* and any person who needs to travel to, remain with, or escort an *Insured Person*.

#### Condition applicable to Section B1.1

The *Insured* or an *Insured Person* must contact Lifeline Plus Assist as soon as possible if injury or illness results in the need for in-patient hospital treatment.

Emergency Helpline: +44 (0)20 8762 8326 (24 Hour)

#### Extensions applicable to Section B1.1

1. In the event of a valid claim under this section the *Company* will pay the costs of hospital in-patient medical charges necessarily incurred within the three months immediately following the date of return to the *United Kingdom* or an *Insured Person's Permanent Country of Residence*, up to a maximum of £50,000.
2. The *Company* agrees to pay the *Insured* on behalf of an *Insured Person* £50 per day or part thereof up to a maximum of 365 days in the event of an *Insured Person* being admitted to a hospital as an in-patient as a result of sickness or accidental bodily injury. The benefit will be increased to £100 per day or part thereof on public or bank holidays.

#### Exclusions applicable to Section B1.1

The *Company* will not be liable for any claim:

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*,
2. where the purpose of the *Trip* is to receive medical treatment or advice,
3. as a result of the use by an *Insured Person* of non-prescribed drugs which cannot be legally obtained from a pharmacy,
4. as a result of suicide, attempted suicide or self-inflicted injury.

## Section B1.2 – Rescue Expenses

If an *Insured Person* is injured or becomes ill during the *Operative Time*, the *Company* will reimburse the *Insured* or an *Insured Person* for any *Rescue Expenses* reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or first diagnosis of illness.

### Definition applicable to Section B1.2

#### **Rescue Expenses**

The cost of transportation by any suitable means to an appropriate medical facility or to an *Insured Person's* home in the *United Kingdom* or *Permanent Country of Residence* as recommended by the *Company's* appointed medical advisor in conjunction with the local attending *Medical Practitioner*. In the event of death the costs of transportation of the body or ashes and the *Insured Person's* personal effects back to the *United Kingdom* or *Permanent Country of Residence* are covered. The costs of funeral expenses outside the *United Kingdom* or an *Insured Person's Permanent Country of Residence* are covered up to a maximum of £5,000.

### Condition applicable to Section B1.2

The *Insured* or *Insured Person* must contact Lifeline Plus Assist as soon as possible if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency rescue otherwise the costs may not be reimbursed.  
Emergency Helpline: +44 (0)20 8762 8326 (24 Hour)

### Extension applicable to Section B1.2

If an *Insured Person* commits suicide on a *Trip*, the *Company* will pay any costs, up to a maximum of £5,000, necessarily incurred to transport the body back to the *United Kingdom* or an *Insured Person's Permanent Country of Residence*.

### Exclusions applicable to Section B1.2

The *Company* will not be liable for any claim:

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*,
2. where the purpose of the *Trip* is to receive medical treatment or advice,
3. as a result of the use by an *Insured Person* of non-prescribed drugs which cannot be legally obtained from a pharmacy,
4. as a result of suicide, attempted suicide or self-inflicted injury other than where costs are incurred in transporting the body back to the *United Kingdom* or an *Insured Person's Permanent Country of Residence*.

## Section B1.3 – Assistance

The network of Lifeline Plus Assist offices are available whenever an *Insured Person* travels within the *Operative Time*. If Medical Assistance is required at any time the Emergency Helpline: +44 (0)20 8762 8326 (24 Hour) should be called.

### Using Lifeline Plus Assist

When Lifeline Plus Assist are contacted for assistance, the following information should be provided:

- 1] The *Insured Person's* name and Lifeline Plus Assist card number.
- 2] The telephone, facsimile or telex number where an *Insured Person* can be reached.
- 3] The *Insured Person's* address abroad.
- 4] The nature of the emergency.
- 5] The name of the *Insured Person's* employer, *Company* or organisation.

The Medical Assistance services provided are:

### 24 hour Service

Emergency telephone lines manned 24 hours a day, 365 days a year by multi-lingual assistance coordinators, experienced in the procedures of hospitals and clinics worldwide.

### Medical Staff

A highly qualified team of *Medical Consultants* and nursing staff, on hand at any time to ensure that the most appropriate medical treatment is provided.

### Direct Billing

Where appropriate Lifeline Plus Assist will arrange direct billing with hospitals and clinics worldwide, relieving an *Insured Person* of the need to use their own cash or credit card.

### Air Ambulance

Repatriation by air ambulance or *Scheduled* airline depending on the circumstances of the case and if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will take an *Insured Person* to hospital or home address whenever necessary.

Medical Assistance is only one aspect of the service. Lifeline Plus Assist also provides the following pre and during travel advice:

### Travel Advice

Helpful and relevant information to the traveler providing valuable assistance in preparation for the journey, including currency and banking regulations, visa details, health requirements and reciprocal agreements.

### SMS Text Alerts

Regular text alerts sent directly to an *Insured Person's* mobile phone enabling them to stay ahead of changing political situations or severe weather conditions which might otherwise disrupt important travel.

**Concierge Service**

A pre-travel concierge service is available by phoning 020 8080 0360 (from the UK) or emailing: [lifelineplus@prestigein.com](mailto:lifelineplus@prestigein.com), enabling an *Insured Person* to plan ahead for travel, entertainment, dining, shopping and home maintenance. Advice is provided on an impartial basis with no pressure to purchase.

**Medical Referral**

To a suitable hospital, clinic or dentist for treatment.

**Legal Referral**

To an Embassy, Consulate or other source if legal consultation is needed, including an English speaking lawyer.

**Emergency Medical Supplies**

Help locate and send drugs, blood or medical equipment if unavailable locally.

**Emergency Message Relay**

Passing on messages to family and business associates in an emergency.

**Emergency Travel Service**

Provides a complete emergency travel service in liaison with an *Insured Person's* General *Medical Practitioner*, hospital or relatives to make all arrangements for any person(s) to visit an *Insured Person* hospitalised or ill abroad, including any receipted travel, accommodation, guide, interpreter, taxi, telephone and *Childcare* expenses incurred on the recommendation of the Lifeline Plus Assist medical officers and within the constraints of the policy. Any person(s) who are required to travel abroad to visit an ill or hospitalised *Insured Person* will be *Insured* under Section B – Travel.

**Lost Ticket & Baggage Location**

Help with replacement of lost or stolen tickets, passport or travel documents and help with locating lost baggage. If required Lifeline Plus Assist will help locate and dispatch contact lenses and glasses.

**Emergency Cash Advance**

Help with replacement of cash which has been lost or stolen overseas. Any cash amount which is replaced will be deducted from any subsequent valid claim made under Section B3 – Money or must otherwise be reimbursed to the *Company*.

**Port/Airport Assistance**

Liaise with carrier and advise if an *Insured Person* has been delayed on the way to departure point and if necessary make onward travel arrangements.

**Lifeline Plus Web Information Service via:**

[www.mylifeline.co.uk](http://www.mylifeline.co.uk)

Valuable medical, travel advice and safety information including information and advice on changing security situations can be obtained about travel destinations via Online Country Guides. Personal medical details can be recorded before travelling for faster reference in a medical emergency and important documents such as passport, travel tickets and driving licence can be securely uploaded to the site to provide easy access in the event of loss.

**Password access is via an *Insured's* Policy Number**

## Section B1.4 – Legal Expenses

The *Company* will pay to the *Insured* or an *Insured Person* up to £50,000 for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages and/or compensation against a third party who has caused bodily injury to, or death or illness of, that *Insured Person* by an incident occurring during the *Operative Time*.

### Definitions applicable to Section B1.4

#### **Appointed Representative**

A solicitor, firm of solicitors, or any appropriately qualified person, firm or *Company*, appointed to act for an *Insured Person* in accordance with the terms of this Insurance.

#### **Legal Expenses**

- a) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Company* in connection with any such claim or legal proceedings.
- 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.
- c) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.

### Conditions applicable to Section B1.4

1. The *Company's* consent to pay *Legal Expenses* must firstly be obtained in writing. This consent will be given if an *Insured Person* can satisfy the *Company* that:
  - a) there are reasonable grounds for pursuing the legal proceedings and,
  - b) it is reasonable for *Legal Expenses* to be provided in a particular case. The decision to grant consent will take into account the opinion of an *Insured Person's Appointed Representative* as well as that of the *Company's* own advisers. The *Company* may request, at an *Insured Person's* expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, an *Insured Person's* costs in obtaining this opinion will be covered by this insurance.
2. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstances, will be regarded as one claim.
3. If an *Insured Person* is successful in any action, any *Legal Expenses* provided by the *Company* will be reimbursed to the *Company*.

### Exclusions applicable to Section B1.4

The *Company* will not be liable for any:

1. *Legal Expenses* incurred in the defence against any civil claim or legal proceedings made or brought against the *Insured Person*,
2. fines or other penalties imposed by a court of criminal jurisdiction,
3. *Legal Expenses* incurred in connection with any criminal act deliberately or intentionally committed by the *Insured Person*,
4. *Legal Expenses* incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents.
5. claim or circumstance notified more than two years after the incident from which the cause of action arose,
6. *Legal Expenses* incurred by an *Insured Person* making a claim against the *Insured*, the *Company* or any organisation or person involved in arranging this insurance.

## Section B1.5 – Personal Liability

The *Company* will indemnify an *Insured Person* for any legal liability incurred by that *Insured Person* during the *Operative Time* as the result of:

- a) bodily injury, sickness or disease of any person, or
- b) accidental loss or damage to the property of any person, up to £5,000,000 per *Insured Person*, per *Trip*.

### Provisions applicable to Section B1.5

1. In addition the *Company* will pay all costs and expenses incurred with the written consent of the *Company* in connection with the defence of any claims against an *Insured Person* which may be the subject of indemnity under this Section.
2. No admission of liability, offer, promise or payment will be made without the written consent of the *Company*.
3. The *Company* will, if it considers it necessary, take over and conduct the defence or settlement of any claim against an *Insured Person* and for that purpose can use the *Insured Person's* name. The *Company* can conduct the defence however it sees fit. The *Company* can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.
4. The *Insured Person* will give the *Company* full assistance in defending or prosecuting any claim and will provide the *Company* with any information and documents available to him.

### Exclusions applicable to Section B1.5

The *Company* will not pay for any liability which is the result of:

1. bodily injury to, or sickness or disease of, any person who is under a contract of employment, service or apprenticeship with the *Insured* or an *Insured Person* when injury results from their employment by the *Insured* or an *Insured Person*,
2. liability arising directly or indirectly by or through, or in connection with, any mechanically propelled vehicle, aircraft or watercraft,
3. liability arising directly or indirectly by or through or in connection with:
  - a) the ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence,
  - b) any wilful, malicious or unlawful act,
  - c) the carrying on of any trade, business or profession,
  - d) any racing activity,
4. accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the *Insured* or an *Insured Person* or any of their *Employees* or any member of an *Insured Person's* family or household,
5. liability attaching to the *Insured* or an *Insured Person* under an express term of any contract, unless liability would attach to any *Insured Person* whether the express term existed or not,
6. liability for which payment should be more specifically claimed under any other contract of insurance in the name of the *Insured* or an *Insured Person*,
7. any claim where an *Insured Person* is insane or which results from an *Insured Person* being under the influence of or affected by drugs (other than drugs taken under the direction of a *Medical Practitioner*), alcohol, or solvents,
8. any claim resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

## Section B2 – Personal Property

If an *Insured Person* loses, has stolen or accidentally damages *Personal Property* during the *Operative Time*, the *Company* will indemnify the *Insured* or an *Insured Person* for the cost of replacement or repair up to £5,000 or the *Sum Insured* in the *Schedule*.

If an *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Trip*, the *Company* will reimburse up to £1,000 towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Company* will deduct the amount already paid for temporary loss from the final payment.

If during the *Operative Time* an *Insured Person* loses or damages their passport, visa, Money, travel tickets or other essential travel documents, the *Company* will indemnify the *Insured* or an *Insured Person* for the reasonable and necessary additional travel and accommodation costs of replacing them, up to £1,500.

### Definition applicable to Section B2

#### **Personal Property**

Property owned by or in the custody or control of an *Insured Person*.

### Extension applicable to Section B2

If an *Insured Person* loses the keys to their main permanent residence whilst on a *Trip*, the *Company* will pay the cost (parts and labour) of replacing the relevant lock(s) up to a maximum of £250. The *Company* will not arrange for the work to be carried out.

### Exclusions applicable to Section B2

The *Company* will not pay claims for:

1. any item valued at more than £2,000 unless the *Insured* or an *Insured Person* bears the first 25% of any amount in excess of £2,000, up to the replacement value of the item or the *Sum Insured* if less,
2. loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported,
3. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - b) mechanical or electrical failure or breakdown,
  - c) any process of cleaning, dyeing, restoring, repairing or alteration,
4. loss of Money (as defined under Section B3), bonds, negotiable instruments and securities of any kind,
5. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority,
6. loss of or damage to vehicles, their accessories or spare parts,
7. loss of or damage to *Personal Property* sent as freight or under an airwaybill or bill of lading.

## Section B3 – Money

The *Company* will indemnify the *Insured* or an *Insured Person* for loss or theft of *Money*, or financial loss suffered as the result of fraudulent use of credit, debit or charge cards during the *Operative Time*, up to £5,000 or the *Sum Insured* on the *Schedule*.

### Definition applicable to Section B3

#### **Money**

Coins, bank or currency notes, bankers drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or *money* orders, travellers cheques, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of an *Insured Person* and are intended for travel, meals, accommodation and personal expenditure only.

### Extension applicable to Section B3

Foreign currency and travellers cheques purchased for a *Trip* are covered from the time of collection or 120 hours prior to departure on the *Trip* whichever occurs last and up to 120 hours after completion of a *Trip* or until deposited or cashed, whichever happens first.

### Exclusions applicable to Section B3

The *Company* will not pay any claim for:

1. any loss of cash in excess of £2,000 unless the *Insured* or an *Insured Person* bears the first 25% of any amount in excess of £2,000, up to the value of the cash loss or the *Sum Insured* if less,
2. loss or theft of a credit card, charge card or cash card, which results in fraudulent use, unless the *Insured* or an *Insured Person* has complied with all the terms and conditions under which the card was issued,
3. shortages of *Money* due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value.

## **Section B4 – Cancellation, Curtailment, Travel Disruption, Replacement & Travel Delay**

The *Company* will indemnify the *Insured* or an *Insured Person* up to £10,000 or the *Sum Insured* on the *Schedule* if a *Trip* during the *Operative Time* has to be cancelled, cut short or altered as a direct result of any cause outside the *Insured's* or *Insured Person's* control.

Where the *Trip* has to be cancelled prior to departure the *Company* will pay for all deposits and advance payments in respect of transport and accommodation costs.

Where the *Trip* has to be cut short following departure the *Company* will pay for expenses which:

- a) have been paid or will be payable, or
- b) become payable under contract, or
- c) cannot be recovered elsewhere.

When pre-booked travel arrangements in connection with a *Trip* have to be altered following departure, the *Company* will reimburse the *Insured* or an *Insured Person* for the additional costs of travel and accommodation which are not recoverable elsewhere and are necessarily incurred to enable an *Insured Person* to continue the *Trip* or return to the *United Kingdom* or *Permanent Country of Residence*.

### **Replacement**

Where a *Trip* has to be cut short following departure, as a result of any cause outside the *Insured's* or an *Insured Person's* control the *Company* will pay for the additional costs necessarily incurred for travel and accommodation up to the *Sum Insured* shown in the *Schedule* less any amount recoverable elsewhere:

- a) to return an *Insured Person* to the *United Kingdom* or *Permanent Country of Residence*
- b) to send a replacement to assume the duties of the original *Insured Person*.

### **Travel Delay**

If the departure of the ship, aircraft or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the commencement or completion of a *Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Company* will pay £50 per hour in excess of 4 hours delay up to a maximum of £500 to the *Insured* or an *Insured Person*.

### **Extension applicable to Section B4**

If a *Director* or *Employee* of the *Insured* resigns or has their employment terminated more than 31 days prior to a pre-booked *Trip*, the *Company* will reimburse the *Insured* for all deposits and advance payments in respect of transport and accommodation costs incurred due to the cancellation of the *Trip*, less any expenses recoverable elsewhere.

## Exclusions applicable to Section B4

The *Company* will not pay any claim if the *Trip* is cancelled, cut short or altered as the result of:

1. an *Insured Person* deciding not to travel or, if on a *Trip*, deciding not to continue,
2. redundancy or resignation of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of a pre-booked *Trip*,
3. redundancy, resignation or the termination of employment of an *Insured Person*, once a *Trip* has started,
4. the *Insured* or an *Insured Person's* financial circumstances,
5. the default of any provider (or their agent) of transport or accommodation, acting for the *Insured* or an *Insured Person*,
6. regulations made by any Public Authority or Government,
7. strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) except where the departure of a ship, aircraft or train on which the *Insured Person* is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given before the date on which the *Trip* was booked,
8. an *Insured Person* travelling or intending to travel against the advice of a *Medical Practitioner* or for the purpose of obtaining treatment,
9. any claim for cancellation following delay of a ship, aircraft or train, if:
  - a) an *Insured Person* fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action, or
  - b) the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body in any country.

## Section B5 – Hijack

The *Company* will pay £500 for each complete day that an *Insured Person* is forcibly or illegally detained as the result of a *Hijack* which starts during the *Period of Insurance* up to a maximum of £25,000.

### Definition applicable to Section B5

#### **Hijack**

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an *Insured Person* is travelling.

## Section B6 – Kidnap, Kidnap for Ransom, or Hostage

The *Company* will reimburse the *Insured* for any *Ransom Monies* and *Consultant Costs* incurred solely and directly as a result of *Kidnap* or *Kidnap for Ransom* or *Hostage* of an *Insured Person* occurring during the *Period of Insurance*. In addition the *Company* will pay reasonable and necessary expenses incurred and paid by the *Insured* or an *Insured Person* solely and directly as a result of *Kidnap*, *Kidnap for Ransom* or *Hostage*.

The maximum payable under this section is £250,000 in the annual aggregate for all losses under this policy occurring during each *Period of Insurance* in respect of *Ransom Monies* and expenses, and £50,000 in the annual aggregate in respect of *Consultant Costs*.

### Condition applicable to Section B6

If an incident occurs which may result in a covered event the *Insured* must contact the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following numbers:

UK / Europe / Rest of World: (free phone) +1-713-260-5500

USA / Canada: (toll free) +1-866-926-8457

If the CRISIS CENTRE HOTLINE has not been contacted, then no claim will be paid.

### Definitions applicable to Section B6

#### **Ransom Monies**

Cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

#### **Kidnap**

The seizing, detaining or carrying away by force or fraud of one or more *Insured Persons* (except a *Child* by its parent or guardian) by a third party without the consent of an *Insured Person* and without lawful excuse.

#### **Kidnap for Ransom**

Any event or connected series of events of seizing, detaining or carrying away by force or fraud of one or more *Insured Persons* (except a *Child* by its parent or guardian) for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

#### **Hostage**

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

#### **Consultant Costs**

Reasonable fees and expenses of the *Company's* chosen Consultants incurred during response to a *Kidnap for Ransom*, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

## Exclusions applicable to Section B6

The *Company* will not be liable for any claim that is the result of:

1. The fraudulent, dishonest, or criminal acts of the *Insured*, or any person authorised by the *Insured* to have custody of *Ransom Monies*. This exclusion will not apply to the payment of *Ransom Monies* by the *Insured* in a situation where local authorities have declared such payment illegal.
2. An *Insured* who has had *kidnap* insurance cancelled or declined in the past.
3. Any claim for an *Insured Person* within their *Permanent Country of Residence*.
4. Any *Kidnap* or *Kidnap for Ransom* which occurs in Colombia, Iraq, Mexico, Nigeria, Philippines, Venezuela or Yemen.
5. Any amount of money that the *Insured* becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the *Insured* in defence of such action, resulting from alleged negligence or incompetence in *Hostage* retrieval operations or negotiations following the *Kidnap* of an *Insured Person* or alleged negligence in not preventing the *Kidnap* of an *Insured Person*.
6. Any amount of money, property or other consideration surrendered to any person other than those responsible for making a previously communicated Ransom demand to an *Insured* or any person authorised to act on behalf of an *Insured*.

## Section B7 – Political Evacuation

The *Company* will reimburse the *Insured* for *Evacuation and Repatriation Costs* and for *Expenses* due to *Political Evacuation* or *Political Instability*. The maximum the *Company* will pay under this section is £50,000 any one evacuation and in the annual aggregate for *Evacuation and Repatriation Costs* and £100 per *Insured Person* per day for a maximum of thirty days in respect of *Expenses*.

### Condition applicable to Section B7

If an incident occurs which may result in an *Insured Event* the *Insured* must contact the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following numbers:

UK / Europe / Rest of World: (free phone) +1-713-260-5500

USA / Canada: (toll free) +1-866-926-8457

If the CRISIS CENTRE HOTLINE has not been contacted, then no claim will be paid.

### Definitions applicable to Section B7

#### **Advisory**

A formal recommendation of the *Appropriate Authorities* that an *Insured Person* specifically leave the *Host Country* or that a class of persons which include an *Insured Person* leave the *Host Country*.

#### **Appropriate Authorities**

Any legally empowered regulatory, governmental or local authority of the *Home Country*.

#### **Evacuation and Repatriation Costs**

Costs incurred by the *Insured* or an *Insured Person* for the emergency evacuation of an *Insured Person* within thirty days prior to an *Insured Event*, and ten days after an *Insured Event* to the nearest place of safety or for the repatriation of an *Insured Person* to their country of citizenship. Evacuation costs will be paid once per *Insured Person* per *Insured Event*.

#### **Expenses**

The costs of accommodation, transportation, food, and any other reasonable and necessary expenses for up to thirty days until such time as an *Insured Person* can be repatriated to their *Home Country*.

#### **Home Country**

The country of citizenship of the *Insured* or an *Insured Person*.

#### **Host Country**

Any countries in which an *Insured Person* is employed.

#### **Insured Event**

*Insured Event* means any occurrence described under *Political Evacuation* or *Political Instability*.

### ***Political Evacuation***

An *Insured Person* being expelled or declared persona non grata on the written authority of the recognised government of a *Host Country*, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the *Insured*.

### ***Political Instability***

Political or military events involving a *Host Country* such that the *Appropriate Authorities* issue an *Advisory* ordering the departure of all *Home Country* governmental personnel in non-emergency positions and their dependents from the *Host Country*, or such that the *Insured* receives direct instructions or recommendation to evacuate from the *Appropriate Authorities*. All such interrelated contingencies will be considered a single event hereunder, and all losses arising therefrom will be considered a single loss. All acts or events having a common cause (including continuous or repeated exposure to conditions) or perpetrated or instigated by any person, group or collaborating groups will be treated as interrelated contingencies.

### **Exclusions applicable to Section B7**

The *Company* will not be liable for any claim:

1. Arising from or attributable to an alleged violation of the laws of the *Host Country* by the *Insured* or by an *Insured Person*.
2. Which results from failure of the *Insured* or an *Insured Person* to maintain and possess duly authorised and issued required documents and visas; unless the *Company* determines in its sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the *Insured* or an *Insured Person*.
3. Arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause.
4. Arising from or attributable, in whole or in part, to non-compliance by the *Insured* or an *Insured Person* with any obligation specified in a contract or licence or failure by the *Insured* or an *Insured Person* to provide bond or other security because of any liability assumed by the *Insured* or an *Insured Person* under any contract, whether written or oral, unless the *Company's* specific consent hereto is endorsed on this policy prior to an *Insured Event*.
5. Arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority.
6. If an *Insured Person* is a citizen of the *Host Country*.

## Section C - Crisis Containment Management

The *Company* will reimburse the *Insured* for *Crisis Consultant* fees and costs incurred as a direct result of a *Crisis* which starts during the *Period of Insurance* and is reported to the *Company* in accordance with this cover. Any fees and costs will be approved and paid by the *Insured* and submitted to the *Company* for approval and reimbursement under this policy. *Crisis Consultant* costs are limited to fees or costs which are incurred within the *Crisis Coverage Period* subject to an aggregate limit of £50,000 per *Crisis* or all *Crisis* which start during the *Period of Insurance*.

### Definitions applicable to Section C

#### **Adverse Publicity**

*Adverse Publicity* means any negative reporting of an *Insured Event* in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a *Material Interruption*.

#### **Crisis**

*Crisis* means any decisive, unstable or crucial time in the *Insured's* affairs or business resulting from an *Insured Event* that:

- (i) has directly caused a *Material Interruption*; or
- (ii) has the potential to cause:
  - (a) imminent *Financial Loss*, or
  - (b) *Adverse Publicity* for the *Insured* if left unmanaged.

#### **Crisis Consultants**

*Crisis Consultants* means the independent *crisis consultants* previously approved by the *Company* for use by the *Insured* in connection with a *Crisis*.

#### **Crisis Coverage Period**

*Crisis Coverage Period* means the period of time commencing when the *Crisis* is first reported to the *Company* and ending not later than thirty days thereafter.

#### **Financial Loss**

*Financial Loss* means:

- (i) within a 48 hour period, the price per share of the *Insured's* common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the *Insured* lists its common stock; or
- (ii) a decrease greater than 20% in the consolidated revenues of the *Insured*.

#### **Insured Event**

*Insured Event* means a notification of a potential claim under Section A or B of this policy.

#### **Material Interruption**

*Material Interruption* means a disruption or break in the continuity of the *Insured's* normal business operations, which:

- (i) requires the direct involvement of all of the *Insured's* board of *Directors* or senior executives and diverts their concentration from their normal operating duties; and
- (ii) is likely to have a significant negative impact on the *Insured's* revenues, earnings or net worth.

### Conditions applicable to Section C

1. Any *Crisis* arising out of, based upon or attributable to related, continuous or repeated notifications under Sections A & B of the policy will be considered a single *Crisis*.

2. The *Insured* must give immediate notice to the *Company* of any *Crisis* by telephoning the *CRISIS CENTRE HOTLINE* available globally twenty-four hours a day, seven days a week at the following numbers:

UK / Europe / Rest of World: (free phone) +1-713-260-5500

USA / Canada: (toll free) +1-866-926-8457

Any event that meets the following conditions must be reported to the *Company* in the time period indicated:

(a) any event that results in regional or national media coverage (print, radio or television) and relates to an *Insured Event*, must be reported to the *Company* within 24 hours of the media coverage, if the *Company* has not previously been notified of the event by the *Insured*,

(b) any event that results in the filing of a claim or litigation against the *Insured* and relates to an *Insured Event*, must be reported to the *Company* within 48 hours of the claim/litigation filing, if the *Company* has not previously been notified of the event by the *Insured*. No claim will be paid if the *Company* is not notified as described above.

### Provision applicable to Section C

The *Insured* will bear 20% of the cost of each *Crisis* which will remain *unInsured*. The *Company* will reimburse the *Insured* subject to the aggregate limit of liability after deducting 20% from the amount of the incurred *Crisis Consultant* costs.

### Exclusions applicable to Section C

The *Company* will not be liable for any claim directly or indirectly caused by or resulting from:

1. Circumstances that affect the industry in which the *Insured* conducts its business activities,
2. Governmental regulations which affect another country or the industry in which the *Insured* conducts its business activities,
3. Changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment,
4. Any fraudulent act committed by any of the *Insured's* senior executives.

## Section D - Healthline Plus

### Second Opinion Medical Service

If an *Insured Person* (or their Partner or their *Child* or *Children*) sustains any accidental bodily injury or illness which is diagnosed during the *Period of Insurance*, regardless of the *Operative Time* shown in the *Schedule* or the exclusions applicable under this policy, access to a medical second opinion service is provided by the *Company*.

Full details of the service are available at: [www.mylifeline.co.uk](http://www.mylifeline.co.uk) with downloadable details which can be hosted on the *Insured's* intranet site, emailed to all staff or shared however the *Insured* wishes.

To use this service an *Insured Person* (or their Partner or their *Child* or *Children*) should either:

- access [www.mylifeline.co.uk](http://www.mylifeline.co.uk) or
- contact Second Opinion by telephoning +44 (0)20 7486 2300,

and provide details of their current *Medical Consultant* as prompted.

An *Insured Person* (or their Partner or their *Child* or *Children*) should then request that their medical file be forwarded to Second Opinion by the *Medical Consultant* (this may require written authorisation).

In most cases it will not be necessary for an *Insured Person* (or their Partner or their *Child* or *Children*) to visit Second Opinion. However, if Second Opinion considers this necessary, the *Company* will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

### Health Portal

HealthLine Plus also provides access to 24 hour, 7 days a week remote nursing services.

An *Insured Person* (or their Partner or their *Child* or *Children*) can interact with fully trained nurses located in the *United Kingdom* through the website (including via web camera), via telephone, via SMS text messaging and via video mobile phone.

Remote nursing is available to an *Insured Person* (or their Partner or their *Child* or *Children*) for all conditions whether recovering from major surgery through to daily medical problems, avoiding the need to refer to a General Practitioner.

Full details about how to use the Health Portal service are available at [www.mylifeline.co.uk](http://www.mylifeline.co.uk)

### Health Information

Health Information accessible at [www.mylifeline.co.uk](http://www.mylifeline.co.uk) provides an *Insured Person* (or their Partner or their *Child* or *Children*) instant access to general and educational health information.

Information provided includes:

- Preventative services such as weight loss, quit smoking, blood pressure, cholesterol control.
- Holistic services and details on alternative medicine available in the United Kingdom.
- Specialist condition self management tools.
- The ability to create an electronic health record.
- Subscriptions to newsletters and news flashes.



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