

**Personal Accident and Business Travel Covers**

**Section 4**

**Operative Time Definitions**

**24 Hours**

24 hours a day

**Occupational including Commuting**

- a) Whilst in pursuit of normal occupational duties on behalf of the Insured or whilst travelling directly between **Residence** and place of employment; or
- b) whilst undertaking an **Insured Journey** outside or within the **Country of Permanent Residence** of the **Insured Person**. Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Occupational excluding Commuting**

- a) Whilst in pursuit of normal occupational duties on behalf of the Insured; or
- b) whilst undertaking an **Insured Journey** outside or within the **Country of Permanent Residence** of the **Insured Person**. Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Work Away from Premises including Commuting**

Whilst in pursuit of normal occupational duties on behalf of the Insured away from usual place of employment or whilst travelling directly between **Residence** and usual place of employment.

**Work Away from Premises excluding Commuting**

Whilst in pursuit of normal occupational duties on behalf of the Insured away from usual place of employment.

**Assault – 24 Hours**

At any time as a direct result of an unprovoked malicious assault by another person.

**Assault – Occupational**

Whilst in pursuit of normal occupational duties on behalf of the Insured as a direct result of unprovoked malicious assault by another person.

**Vehicular – 24 Hours**

Whilst getting in and out of travelling in loading unloading carrying out emergency roadside repairs to and re-fuelling of any vehicle owned by hired by or leased to the Insured or a temporary replacement thereof.

**Vehicular – Business Only**

Whilst in pursuit of normal occupational duties on behalf of the Insured as a direct result of getting in and out of travelling in loading unloading carrying out emergency roadside repairs to and re-fuelling of any vehicle owned by hired by or leased to the insured or a temporary replacement thereof.

**Foreign Business Travel including Incidental Holiday**

Whilst undertaking an **Insured Journey** on behalf of the Insured including **Incidental Holiday** outside the **Country of Permanent Residence** of the **Insured Person**. Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Foreign and Domestic Business Travel including Incidental Holiday**

Whilst undertaking an **Insured Journey** on behalf of the Insured including **Incidental Holiday**

- a) outside the **Country of Permanent Residence** of the **Insured Person**; or
- b) within the **Country of Permanent Residence** of the **Insured Person** provided that such a journey includes an aerial flight or overnight stay.

Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Foreign Holiday Travel**

Whilst undertaking an **Insured Journey** for personal reasons outside the **Country of Permanent Residence** of the **Insured Person**. Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Foreign and Domestic Holiday Travel**

Whilst undertaking an **Insured Journey** for personal reasons

- a) outside the **Country of Permanent Residence** of the **Insured Person**; or
- b) within the **Country of Permanent Residence** of the **Insured Person** provided that such a journey includes an aerial flight or overnight stay.

Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Foreign Business and Holiday Travel**

Whilst undertaking an **Insured Journey** on behalf of the Insured or for personal reasons outside the **Country of Permanent Residence** of the **Insured Person**. Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

**Foreign and Domestic Business and Holiday Travel**

Whilst undertaking an **Insured Journey** on behalf of the Insured or for personal reasons

- a) outside the **Country of Permanent Residence** of the **Insured Person**; or
- b) within the **Country of Permanent Residence** of the **Insured Person** provided that such a journey includes an aerial flight or overnight stay.

Cover shall commence from the time of leaving **Residence** or usual place of employment (whichever occurs last) and continues until arrival back at **Residence** or usual place of employment (whichever occurs first).

## Personal Accident and Business Travel Covers

### Section 5

#### Personal Accident

If within the Operative Time an **Insured Person** sustains **Bodily Injury** the Company shall pay a benefit to the Insured in accordance with the Sum Insured shown in the Personal Accident Specification subject to any appropriate Policy Limits shown in the Insuring Agreement.

#### **Extensions**

##### **Child Benefit**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall pay a benefit to the Insured in accordance with the Sum Insured shown in the Personal Accident Specification.

##### **Childcare Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Permanent Total Disablement** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

##### **Coma Benefit**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in a state of continuous unconsciousness the Company shall pay a benefit to the Insured for the benefit of the **Insured Person** for each full day of continuous unconsciousness up to a maximum period of 104 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

##### **Damage to Personal Property**

If within the Operative Time an **Insured Person** sustains damage to their **Personal Property** as a result of unprovoked assault the Company shall indemnify the Insured for the benefit of the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Dental Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Dental Injury** the Company shall indemnify the Insured for the benefit of the **Insured Person** for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner** with the prior consent of the Company in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Disability Assistance Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** in both eyes or **Permanent Total Disablement** the Company shall indemnify the Insured for the benefit of the **Insured Person** for reasonable expenses necessarily incurred with the Company's 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 Personal Accident Specification

### **Disappearance**

If within the Operative Time an **Insured Person** disappears and after a suitable period of time it is reasonable for the police or registration authorities to believe that the **Insured Person** has sustained **Bodily Injury** resulting in death the Company shall pay a benefit to the Insured in accordance with the appropriate Sum Insured shown in the Personal Accident Specification provided that the Insured provides a signed undertaking that if the belief is subsequently found to be incorrect such death Benefit shall be refunded to the Company.

### **Domestic Assistance Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Permanent Total Disablement** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Executor Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall on production of an interim Death Certificate indemnify the Insured 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 Personal Accident Specification.

### **Exposure**

If within the Operative Time an **Insured Person** sustains death or disablement as a direct result of unavoidable exposure to the elements the Company shall consider such death or disablement as having been caused by an **Accident** and shall pay a benefit to the Insured in accordance with the appropriate Sum Insured shown in the Personal Accident Specification.

### **Funeral Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall indemnify the Insured 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** in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Hospital Confinement 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** the Company shall pay a benefit to the Insured for the benefit of the **Insured Person** for each full day of hospitalisation up to a maximum of 52 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Medical Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death or in **Loss of Limb(s)** (one or more) 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** the Company shall indemnify the Insured for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for **Medical Expenses** with the prior consent of the Company in accordance with the Sum Insured shown in the Personal Accident Specification.

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

If within the Operative Time an **Insured Person** sustains **Medical Expenses** as a result of unprovoked assault at their usual place of employment or whilst in the course of their duties on behalf of the Insured the Company shall indemnify the Insured for the benefit of the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Paraplegia**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Paraplegia** and **Permanent Total Disablement** the Company shall pay a benefit to the Insured in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Partner Disability Benefit**

If within the Policy Period the **Partner** of an **Insured Person** sustains **Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** the Company shall pay a benefit to the Insured in accordance with the Sum Insured shown in the Personal Accident Specification provided that the **Insured Person** is a director or **Employee** of the Insured.

### **Partner Training Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death or **Permanent Total Disablement** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Personnel Replacement Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death or **Permanent Total Disablement** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Quadriplegia**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Quadriplegia** and **Permanent Total Disablement** the Company shall pay a benefit to the Insured in accordance with the Sum Insured shown in the Personal Accident Specification.

### **Recruitment Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in death or **Permanent Total Disablement** the Company shall indemnify the Insured 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 Personal Accident Specification.

### **Relocation Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** in both eyes or **Permanent Total Disablement** the Company shall indemnify the Insured for the benefit of the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with the Company's 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 Personal Accident Specification.

### **Retraining Expenses**

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Permanent Total Disablement** the Company shall indemnify the Insured for reasonable expenses necessarily incurred by the Insured in retraining the **Insured Person** for an alternative occupation up to a maximum period of 26 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### Travel for Out-Patient Treatment Expenses

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) 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** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### Travel to Hospital Expenses

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) 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** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

### Travel to Work Expenses

If within the Operative Time an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Permanent Partial Disablement** or **Temporary Total Disablement** or **Temporary Partial Disablement** the Company shall indemnify the Insured 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 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

## Definitions

In addition to Section 6 – General Definitions the following Definitions shall apply:

**Accident** shall mean a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

**Benefit Period** shall mean the maximum period of temporary disablement (not necessarily consecutive) in respect of any one **Accident** for which a benefit may be payable.

**Bodily Injury** shall mean 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 twenty-four calendar months from the date of the **Accident**.

**Core Benefits** shall mean Benefit per **Insured Person** 1) 2) 3) 4) 5) 6) 7) or 8) as shown in the Personal Accident Specification.

**Deferment Period** shall mean a period at the beginning of a period of temporary disablement in respect of any one **Accident** during which a benefit is not payable.

**Dental Injury** shall mean 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**.

**Loss of Limb** shall mean

- a) in the case of a leg loss by physical severance at or above the ankle or permanent and total 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 use of an entire arm or hand.

**Loss of Sight** shall be deemed to have occurred

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

**Loss of Speech** shall mean the total and irrecoverable loss of use of the power of audible and intelligible speech.

**Loss of Hearing** shall mean the total and irrecoverable loss of hearing.

**Paraplegia** shall mean the permanent and total paralysis of both legs.

**Permanent Partial Disablement** shall mean disablement which in the opinion of the Company will in all probability exist for the remainder of the life of the **Insured Person** other than from **Loss of Hearing Loss of Limb(s) Loss of Sight Loss of Speech** or **Permanent Total Disablement** 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 Scale of Benefits below) of the Sum Insured shown in the Personal Accident Specification

Scale of Benefits

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%

If an **Insured Person** sustains disablement which is not shown in the **Permanent Partial Disablement** Scale of Benefits (see above) the benefit payable shall be calculated by assessing the degree of disability relative to the Scale of Benefits without reference to the occupation of the **Insured Person**.

**Permanent Total Disablement** shall mean

- a) in the case of an **Insured Person** gainfully employed by the Insured disablement which in the opinion of the Company will in all probability entirely prevent the **Insured Person** from engaging in their usual occupation for the remainder of their life; or
- b) in the case of an **Insured Person** not gainfully employed by the Insured disablement which in the opinion of the Company will in all probability entirely prevent the **Insured Person** from engaging in any and every occupation for the remainder of their life.

**Quadriplegia** shall mean the permanent and total paralysis of both legs and both arms.

**Temporary Partial Disablement** shall mean temporary disablement which prevents the **Insured Person** from engaging in a substantial part of their usual occupation.

**Temporary Total Disablement** shall mean temporary disablement which entirely prevents the **Insured Person** from engaging in their usual occupation.

## Conditions

In addition to Section 7 – General Conditions the following Conditions shall apply:

1. A claim shall not be payable under more than one of the **Core Benefits** in respect of the same loss except where a claim is payable under one of the **Core Benefits** following a period of **Temporary Total Disablement** or **Temporary Partial Disablement**.
2. The payment of a claim under **Temporary Total Disablement** or **Temporary Partial Disablement** shall immediately cease once a claim under any other of the **Core 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.
3. Where either **Temporary Total Disablement** or **Temporary Partial Disablement** becomes payable subsequent to the other the **Benefit Period** shown in the Personal Accident Specification for **Temporary Total Disablement** and **Temporary Partial Disablement** shall not accumulate.
4. Where **Temporary Total Disablement** or **Temporary Partial Disablement** becomes payable subsequent to each other the **Deferment Period** shall apply only once.
5. Any loss covered under more than one of the **Core Benefits** shall be payable under the benefit with the higher sum insured.
6. Where an **Insured Person** is employed by the Insured on a contract of fixed duration the **Benefit Period** shall cease at expiry of the contract or as otherwise defined in the Personal Accident Specification whichever occurs first.
7. It shall be a condition precedent to payment of a claim under Extensions – Personal Accident that a valid claim is payable under one of the **Core Benefits** other than for
  - a) Coma Benefit;
  - b) Damage to **Personal Property**;
  - c) Dental Expenses;
  - d) **Hospital** Confinement Benefit;
  - e) **Medical Expenses** following Workplace Assault;
  - f) **Partner** Disability Benefit.
8. A claim under **Paraplegia** or **Quadriplegia** shall only be payable in addition to a valid claim under **Permanent Total Disablement** other than where payable under **Partner** Disability Benefit.
9. A claim shall not be payable in respect of an **Insured Person** under more than one Category of the Personal Accident Specification in respect of the same loss. The Category of the Personal Accident Specification under which the claim shall be payable shall be at the discretion of the Insured.

10. In respect of each of the following a claim shall not be payable under both Benefits in respect of the same loss
  - a) **Paraplegia** and **Quadriplegia**;
  - b) Retraining Expenses and **Partner** Training Expenses;
  - c) Disability Assistance Expenses and Relocation Expenses;
  - d) Coma Benefit and Foreign Coma Benefit;
  - e) **Hospital** Confinement Benefit and Foreign **Hospital** Confinement Benefit.
  
11. The cover under the following shall immediately cease twenty-four calendar months from the date of the **Accident**
  - a) Disability Assistance Expenses;
  - b) **Medical Expenses**;
  - c) **Medical Expenses** following Workplace Assault;
  - d) **Partner** Training Expenses;
  - e) Recruitment Expenses;
  - f) Relocation Expenses;
  - g) Retraining Expenses;
  - h) Travel for Out-Patient Treatment Expenses;
  - i) Travel to **Hospital** Expenses;
  - j) Travel to Work Expenses.
  
12. The cover under the following shall immediately cease once a claim under any of the **Core Benefits** becomes payable in respect of the same loss
  - a) Childcare Expenses;
  - b) Domestic Assistance Expenses;
  - c) Personnel Replacement Expenses.

The payment of a claim in respect of Childcare Expenses or Domestic Assistance Expenses shall be made once a **Core Benefit** payment has been agreed by the Company provided that the **Insured Person** has produced documentary evidence in respect of all reasonable expenses necessarily incurred prior to this date.

13. A claim under Executor Expenses shall only be payable subsequent to the Insured 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 the Company.
14. A claim under **Travel to Work Expenses** 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 Work Expenses** may at the discretion of the Insured be payable in lieu of **Temporary Total Disablement** in accordance with the Sum Insured shown in the Personal Accident Specification for **Temporary Total Disablement**.
15. A claim under **Dental Expenses** 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.
16. If an **Insured Person** is the victim of a **Hijack** 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 **Hijack** or **Kidnap** has expired whichever shall occur first.
17. In respect of an **Insured Person** under sixteen years of age not gainfully employed by the Insured the Sum Insured shown in the Personal Accident Specification for Accidental Death shall not exceed £20,000.
18. If the total benefit payable in respect of any one **Event** exceeds any of the Policy Limits shown in the Insuring Agreement the Sum Insured shall be proportionately reduced until the total of all benefits payable does not exceed the relevant Policy Limit shown in the Insuring Agreement.
19. 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 Personal Accident Specification.
20. 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 the Company in assessing the benefit payable.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. sickness disease any naturally occurring condition or gradually operating cause or post traumatic stress disorder other than as a direct result of **Bodily Injury**;
2. an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury;

3. an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

## Personal Accident and Business Travel Covers

### Section 5

#### Medical

If within the Operative Time an **Insured Person** necessarily incurs **Medical Expenses** outside of their **Country of Permanent Residence** as a result of sustaining **Bodily Injury** or becoming ill during an **Insured Journey** the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Extensions**

##### **Accommodation and Sustenance Expenses**

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**

the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

##### **Continuation of Medical Expenses**

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** the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification for all **Medical Expenses** incurred within three calendar months of the return of the **Insured Person** to their **Country of Permanent Residence**.

##### **Domestic Travel Expenses**

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**;
- b) in transporting the **Insured Person** to their **Residence** subsequent to a stay as an **In-Patient** at a **Hospital**;

- 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** the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **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** the Company shall pay a benefit to the Insured for the benefit of the **Insured Person** for each full day of continuous unconsciousness up to a maximum period of 104 weeks in accordance with the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Foreign Hospital Confinement 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** the Company shall pay a benefit to the Insured for the benefit of the **Insured Person** for each full day of hospitalisation up to a maximum of 52 weeks in accordance with the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Foreign Travel Expenses**

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**;
- b) funeral expenses incurred in the burial of the **Insured Person** outside the **Country of Permanent Residence**;
- c) 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

- d) 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**

the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

### 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** the Company shall indemnify Chubb Assistance and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

### Search and Rescue Expenses

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** the Company shall indemnify Chubb Assistance or the police or coastguard or other authority responsible for rescue services and/or the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

### Conditions

In addition to Section 7 – General Conditions the following Conditions shall apply:

1. Chubb Assistance must be informed immediately or as soon as reasonably possible of any situation that may give rise to a claim.
2. Chubb Assistance shall take such steps as they deem necessary to provide Medical and Travel Assistance services under this Policy as shown in Section 5 – Chubb Assistance and shall be allowed sole responsibility in determining any appropriate course of action with regard to the provision of such services.

3. Chubb Assistance shall endeavour to provide Medical and Travel Assistance services under this Policy as shown in Section 5 – Chubb Assistance 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;
  - b) Chubb Assistance are unable to obtain necessary authorisation where required to do so; or
  - c) in the sole opinion of Chubb Assistance it shall be impossible or reasonably impracticable to do so due to
    - i) **War** and/or **Terrorism** or other political or local conditions;
    - ii) the **Insured Person** being in an inaccessible location or offshore; or
    - iii) the **Insured Person** being in a predicament 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
4. Any expenses incurred in good faith by the Company or Chubb 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 the Insured to the Company.
5. A written statement must be obtained in the event of a claim for Search and Rescue Expenses from the police or coastguard or other authority responsible for rescue services who were responsible for conducting the search and rescue operation.
6. In respect of each of the following a claim shall not be payable under both Benefits in respect of the same loss
  - a) Foreign Coma Benefit and Coma Benefit;
  - b) Foreign **Hospital** Confinement Benefit and **Hospital** Confinement Benefit.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

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. any expense incurred after twenty-four calendar months from the date the first expense was incurred;

3. any expense incurred for treatment that continued for a period of more than three months from the date the expense was first incurred which was not notified and pre-approved by Chubb Assistance;
4. any expense incurred by an **Insured Person** for treatment provided after Chubb 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 Continuation of **Medical Expenses**;
5. any Repatriation Expenses incurred without the prior approval of Chubb Assistance;
6. any Search and Rescue Expenses incurred without the prior approval of Chubb Assistance excepting any situation or circumstance where it has not been reasonably practicable do so;
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;
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 Chubb Assistance or to obtain approval at the first opportunity thereafter;
9. dental or optical expenses unless incurred as the result of an emergency;
10. any expenses which are recoverable from any other insurance policy in the name of the Insured or **Insured Person** or which are recoverable from any national insurance programme which is applicable to the **Insured Person**;
11. any loss or expense arising from an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury;
12. any loss or expense arising from an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;
13. the amount of the **Excess** shown in the Business Travel Specification.

## Personal Accident and Business Travel Covers

### Section 5

## Chubb Assistance

The cover provided under Section 5 – Medical extends to include a range of Medical and Travel Assistance services supported by a 24 Hour Emergency Helpline. If during the Operative Time an **Insured Person** is travelling on an **Insured Journey** and requires assistance Chubb Assistance must be informed immediately or as soon as reasonably possible of any situation that may give rise to a claim by contacting the Chubb Assistance 24 Hour Emergency Helpline by telephone or e-mail

Telephone Number +44 208 762 8545

E-Mail Address [medicalassistance@chubb.com](mailto:medicalassistance@chubb.com)

When contacting Chubb Assistance please make sure you have the following information available

- The name of the **Insured Person**
- The number on the Chubb Assistance Medical Assistance card
- The telephone or facsimile number that the **Insured Person** can be contacted on
- The address where the **Insured Person** is located abroad
- The nature of the emergency or the assistance required
- The name of the Employer of the **Insured Person**

The Medical Assistance services provided are:

**Medical Advice** Chubb 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.

**Repatriation** Chubb Assistance is resourced to provide repatriation by air ambulance scheduled air services and/or surface transportation depending on circumstance – with a fully qualified medical escort if necessary.

**Medical Referral** Chubb Assistance can provide contact information relating to local hospitals and **Qualified Medical Practitioners** to an **Insured Person** requiring Out-Patient Medical or Dental treatment during an **Insured Journey**.

Emergency Medical Supplies Chubb Assistance can assist 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 – where this is practical and legally permissible.

Direct Billing Chubb Assistance has the ability to arrange direct billing with a network of hospitals and clinics worldwide to guarantee payment for the medical treatment provided.

The Travel Assistance services provided are:

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 on the Chubb Assistance website including Country Guides providing detailed information relating to vaccination and visa requirements; important local contact information for emergency services and embassies; useful advices concerning the local security situation and current local news; insightful 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.

This web information service can be accessed at [www.chubbassistance.com](http://www.chubbassistance.com). The website is easily accessed by entering the Policy Number shown in the Insuring Agreement of this Policy as the Password and clicking the Login button.

Alternatively, the **Insured Person** can contact Chubb Assistance by telephone on +44 208 762 8545 to request similar advice.

Legal Referral Chubb 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.

Lost Travel Documents Chubb 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**.

Lost Luggage Chubb Assistance can assist in locating and retrieving luggage that has been lost or stolen during an **Insured Journey**.

Emergency Message Chubb Assistance can provide the facility to forward on messages to family and business colleagues in an emergency.

Emergency Money Chubb Assistance can replace up to £2,000 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 the Insured to the Company upon completion of the **Insured Journey**.

- Emergency Travel Chubb 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.
- Translation Services Chubb 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.

## **Personal Accident and Business Travel Covers**

### **Section 5**

#### **Property**

If within the Operative Time an **Insured Person** sustains theft or loss of or damage to **Personal Property** during an **Insured Journey** the Company shall indemnify the Insured for the benefit of the **Insured Person** the **Replacement Value** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Extensions**

##### **Automatic Reinstatement of Sums Insured**

If within the Operative Time an **Insured Person** sustains theft or loss of or damage to their **Personal Property** or **Business Equipment** or **Travel Documents** or **Keys** during an **Insured Journey** the Company shall not reduce the amount of any such loss from the Sum Insured per **Insured Journey** shown in the Business Travel Specification for any subsequent loss that an **Insured Person** sustains during the same **Insured Journey**.

##### **Business Equipment**

If within the Operative Time an **Insured Person** sustains theft or loss of or damage to **Business Equipment** during an **Insured Journey** the Company shall indemnify the Insured for the benefit of the **Insured Person** the **Replacement Value** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

##### **Delayed Personal Property**

If within the Operative Time the **Personal Property** of an **Insured Person** is delayed for at least four hours during an **Insured Journey** the Company shall indemnify the Insured 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 Business Travel Specification.

##### **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** the Company shall indemnify the Insured 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 Business Travel Specification.

## 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** the Company shall indemnify the Insured 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 Business Travel Specification.

## Definitions

In addition to Section 6 – General Definitions the following Definitions shall apply:

**Business Equipment** shall mean articles which are the property of the Insured 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 behalf of the Insured.

**Personal Property** shall mean articles which are the property of the **Insured Person** which are taken on or acquired during an **Insured Journey**.

**Replacement Value** shall mean the full value to replace **Personal Property** or **Business Equipment** without deduction for wear and tear or depreciation.

**Travel Documents** shall mean passport visa travel tickets or any other essential travel documents belonging to the **Insured Person**.

**Keys** shall mean key(s) to the doors to the **Residence** safes alarms or vehicles of the **Insured Person**.

## Conditions

In addition to Section 7 – General Conditions the following Conditions shall apply:

1. Any expenses paid for Delayed **Personal Property** to indemnify the Insured 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 shall be deducted from any subsequent claim for **Personal Property** in respect of such items.
2. If **Personal Property** or **Business Equipment** can be repaired to its state immediately before such loss or damage the Company may at its discretion pay for such repairs up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. loss of or damage to **Personal Property** or **Business Equipment** in excess of the Single Article Limit(s) shown in the Business Travel Specification;
2. 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;
3. loss due to confiscation or detention by customs or any other competent authority;
4. loss of or damage to **Personal Property** or **Business Equipment** which is insured under any other policy of insurance;
5. loss of or damage to vehicles their accessories or spare parts;
6. theft of **Business Equipment** except by forced and violent means;
7. loss of or theft of **Business Equipment** from any unattended vehicle unless the **Business Equipment** was out of sight in a locked compartment;
8. the amount of the **Excess** shown in the Business Travel Specification.

## **Personal Accident and Business Travel Covers**

### **Section 5**

#### **Money**

If within the Operative Time an **Insured Person** sustains theft or loss of or damage to **Money** during an **Insured Journey** or during a period of one hundred and twenty hours either immediately preceding the commencement of an **Insured Journey** or immediately following its completion the Company shall indemnify the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Extensions**

##### **Automatic Reinstatement of Sums Insured**

If within the Operative Time an **Insured Person** sustains theft or loss of or damage to **Money** during an **Insured Journey** or during a period of one hundred and twenty hours either immediately preceding the commencement of an **Insured Journey** or immediately following its completion the Company shall not reduce the amount of any such loss from the Sum Insured per **Insured Journey** shown in the Business Travel Specification for any subsequent loss that an **Insured Person** sustains during the same **Insured Journey**.

##### **Financial Card Misuse**

If within the Operative Time an **Insured Person** sustains theft or loss of a **Financial Card** during an **Insured Journey** the Company shall indemnify the Insured or the Insured 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 Business Travel Specification.

##### **Cheque Misuse**

If within the Operative Time an **Insured Person** sustains theft or loss of a **Cheque** during an **Insured Journey** the Company shall indemnify the Insured or the Insured 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 Business Travel Specification.

#### **Definitions**

In addition to Section 6 – General Definitions the following Definitions shall apply:

**Cash** shall mean coins or banknotes.

**Cheque** shall mean any cheque for which the **Insured Person** is the authorised signatory.

**Financial Card** shall mean debit or credit or charge cards for which the **Insured Person** is the authorised cardholder.

**Money** shall mean any **Cash** bankers draft bill of exchange postal or money order signed travellers cheque and 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 acquired during an **Insured Journey** by the **Insured Person** and are intended for personal expenditure or business expenditure that is reclaimable from the Insured.

## Conditions

In addition to Section 7 – General Conditions the following Condition shall apply:

1. If during an **Insured Journey** Chubb Assistance have forwarded **Money** to an **Insured Person** to replace **Money** that has been stolen lost or damaged 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) the Insured shall reimburse the Company in a timely manner in respect of any **Money** forwarded to an **Insured Person** by Chubb Assistance in good faith.

## Exclusions

In addition to the Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. loss of or theft of **Cash** in excess of the **Cash** Limit shown in the Business Travel Specification;
2. theft of **Cash** as a direct result of the **Insured Person** being the victim of an **Express Kidnapping**;
3. loss of or theft of **Money** from any unattended vehicle unless the **Money** was out of sight in a locked compartment;
4. loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions;
5. loss due to confiscation or detention by customs or any other authority;
6. loss of or theft of a **Financial Card** or **Cheque** not reported to the police or other appropriate authority within forty-eight hours of the discovery of the loss or sooner as required by the **Financial Card** or **Cheque** issuer;
7. loss arising from fraudulent use of a **Financial Card** unless the **Insured Person** has complied where reasonably possible with terms and conditions under which the card was issued;

8. loss arising from fraudulent use of a **Financial Card** or **Cheque** by
  - a) the **Insured Person**;
  - b) a member of the family of the **Insured Person**;
  - c) an **Employee** of the Insured where the **Financial Card** or **Cheque** is issued on behalf of the Insured;
9. the amount of the **Excess** shown in the Business Travel Specification.

## Personal Accident and Business Travel Covers

### Section 5

#### 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 of the control of the Insured or the **Insured Person** the Company shall indemnify the Insured or the Insured 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 Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.

#### **Extensions**

##### **Change of Itinerary Expenses**

If within the Operative Time an **Insured Person** is forced to alter an **Insured Journey** as a direct result of any cause outside of the control of the Insured or the **Insured Person** that occurs during an **Insured Journey** the Company shall indemnify the Insured or the Insured for the benefit of the **Insured Person** for any reasonable associated additional travel and accommodation costs necessarily incurred for the **Insured Person** to continue the **Insured Journey** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.

##### **Curtailement Expenses**

If within the Operative Time an **Insured Person** is forced to curtail an **Insured Journey** as a direct result of any cause outside of the control of the Insured or the **Insured Person** the Company shall indemnify the Insured or the Insured 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 and accommodation 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 Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.

##### **Rearrangement Expenses**

If within the Operative Time an **Insured Person** is forced to curtail an **Insured Journey** as a direct result of any cause outside of the control of the Insured or the **Insured Person** the Company shall indemnify the Insured or the Insured 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 Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.

## Replacement Expenses

If within the Operative Time an **Insured Person** is forced to curtail an **Insured Journey** as a direct result of any cause outside of the control of the Insured or the **Insured Person** the Company shall indemnify the Insured or the Insured 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 Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.

## Travel Delay

If within the Operative Time a scheduled air rail road or sea service on which the **Insured Person** is booked to travel is delayed by at least four hours during any part of an **Insured Journey** the Company shall pay the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

## Conditions

In addition to Section 7 – General Conditions the following Conditions shall apply:

1. If an **Insured Journey** has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are not refundable as a result of the cancellation change of itinerary or curtailment of the **Insured Journey** the Company shall indemnify the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.
2. If an **Insured Person** is forced to cancel curtail or alter an **Insured Journey** as a direct result of travel to a particular country or region for which the British Government through its Foreign and Commonwealth Office has issued a travel advice during an **Insured Journey** or subsequent to an **Insured Journey** being booked recommending that certain categories of person which include the **Insured Person** should leave or not travel to that country or region any claim for cancellation change of itinerary curtailment or rearrangement of an **Insured Journey** shall be considered under Section 5 – Political or Natural Disaster of this Policy.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

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;

2. any loss which is insured under any other insurance policy;
3. any loss arising from the cancellation or curtailment or postponement of an event organised by the Insured or a subsidiary or parent company thereof;
4. any expenses incurred as a result of the disinclination of an **Insured Person** to travel on or to continue an **Insured Journey**;
5. 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**;
6. any expenses incurred due to the financial circumstances of the Insured or **Insured Person**;
7. 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 the Insured or the **Insured Person**;
8. any expenses incurred as a result of regulations made by any Public Authority or Government;
9. 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;
10. 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 or road service on which the **Insured Person** is booked to travel is delayed by at least twenty four hours or its failure is due to avalanche snow or flood;
11. any expenses incurred solely as the result of the withdrawal from service of any scheduled 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;
12. any expenses incurred as a result of an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury;
13. the amount of the **Excess** shown in the Business Travel Specification.

## Personal Accident and Business Travel Covers

### Section 5

## Kidnap or Extortion Consultants' Costs

If within the Operative Time an **Insured Person** is kidnapped or allegedly kidnapped during an **Insured Journey** outside of the **Country of Permanent Residence** of the **Insured Person** the Company shall indemnify the Insured for the benefit of the **Insured Person** for **Kidnap or Extortion Consultant's Costs** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for **Kidnap or Extortion Consultants' Costs** shown in the Insuring Agreement.

### **Extensions**

#### **Express Kidnappings**

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** the Company shall indemnify the Insured for the benefit of the **Insured Person** for any financial loss incurred directly as result of a **Financial Card** being used fraudulently or under coercion up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Hijack or Kidnap Benefit**

If within the Operative Time an **Insured Person** is the victim of a **Hijack** or **Kidnap** during an **Insured Journey** outside of their **Country of Permanent Residence** the Company shall pay a benefit to the Insured 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 Business Travel Specification.

#### **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** the Company shall indemnify the Insured for the benefit of the **Insured Person** for any **Kidnap or Extortion Expenses** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for **Kidnap or Extortion Consultants' Costs** shown in the Insuring Agreement.

#### **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** the Company shall indemnify the Insured for the benefit of the **Insured Person** for any **Kidnap or Extortion Payment** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for **Kidnap or Extortion Consultants' Costs** shown in the Insuring Agreement.

## Definitions

In addition to Section 6 – General Definitions the following Definitions shall apply:

**Cash** shall mean 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 the Insured.

**Consultants' Costs** shall mean reasonable and necessary fees and expenses of the consultants chosen by the Company 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**.

**Express Kidnapping** shall mean 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**.

**Financial Card** shall mean 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 the Insured.

**Extortion** shall mean a threat made directly against an Insured 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**.

**Kidnap** shall mean 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.

**Kidnap or Extortion Expenses** shall mean

- a) reasonable travel and accommodation expenses incurred by the Insured;
- b) any **Payments to Informants**;
- c) reasonable fees and expenses of an independent public relations consultant incurred with the prior consent of the Company;
- d) the continued payment of the remuneration that the **Insured Person** received as a salary from the Insured 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 six continuous months;
- e) reasonable fees for independent legal and medical advice incurred by the Insured with the prior consent of the Company.

**Kidnap or Extortion Payment** shall mean a consideration paid or promised by the Insured to a person or group believed to be responsible for **Kidnap** or **Extortion** which is necessarily incurred to terminate the **Kidnap** or **Extortion**.

**Payments to Informants** shall mean reasonable and necessary payments paid or promised by the Insured to any person providing information which leads to the arrest of the person or group responsible for **Kidnap** or **Extortion**.

## Conditions

In addition to Section 7 – General Conditions the following Conditions shall apply:

1. The Ackerman Group must be informed immediately or as soon as reasonably possible of any situation that may give rise to a claim.

Telephone Number +1 305 865 0072

2. The Insured must provide The Ackerman Group with all assistance and information in a timely manner and no offer promise or payment shall be made by the Insured or **Insured Person** without the express consent of the Company.
3. A claim shall not be payable where the Insured or **Insured Person** has had **Kidnap** insurance declined or cancelled in the past.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. loss due to any fraudulent dishonest or criminal act committed or attempted by the Insured an **Employee** director or authorised representative of the Insured including any person who has custody of any ransom monies;
2. any claim for an **Insured Person** within their **Country of Permanent Residence** or whilst on an **Insured Journey** in excess of sixty days duration;
3. any claim for a **Kidnap** or **Extortion** which occurs in Afghanistan, Brazil, Colombia, Haiti, Iraq or Mexico;
4. any claim for a **Child** kidnapped by their parent or guardian;
5. any sums 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 as the result of 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**;
6. any sums property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the Insured or any person(s) authorised to act on behalf of the Insured;
7. ransom demands made by the same person group or collaborating groups with the apparent purpose of creating a cumulative or coercive effect upon the Insured or **Insured Person** as these shall be considered as one demand.

## Personal Accident and Business Travel Covers

### Section 5

#### 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** the Company shall indemnify the Insured for the benefit of the **Insured Person** in respect of the monetary amount that the **Insured Person** is legally liable to pay as an excess or deductible to that part of a **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** for which cover in respect of loss of or theft of or damage to a **Rental Vehicle** is in force up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

#### **Definitions**

In addition to Section 6 – General Definitions the following Definition shall apply:

**Rental Vehicle** shall mean any vehicle rented by an **Insured Person** under a licensed Rental Vehicle Agreement.

#### **Conditions**

In addition to Section 7 – General Conditions the following Conditions shall apply:

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

#### **Exclusions**

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. any loss of or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**;
2. any loss of or damage to a **Rental Vehicle** arising out of wear and tear gradual deterioration mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental.

## Personal Accident and Business Travel Covers

### Section 5

#### Political or Natural Disaster

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 has pre-booked to travel to that a particular group of individuals which include the **Insured Person** should leave or not travel to that country or one of its regions for safety reasons; or
- b) the issuance before or during an **Insured Journey** of a travel advice by the British Government through its Foreign and Commonwealth Office recommending against "all travel" to a country or one of its regions in which the **Insured Person** is travelling or has pre-booked to travel to; or
- c) facing expulsion from a country in which the **Insured Person** is travelling; or
- d) being declared persona non grata during an **Insured Journey** in a country in which the **Insured Person** is travelling or has pre-booked to travel to; or
- e) the **Personal Property** or **Business Equipment** of the **Insured Person** being seized confiscated or expropriated by government officials of a country in which the **Insured Person** is travelling; or
- f) a state of emergency necessitating immediate evacuation being declared in a country in which the **Insured Person** is travelling or has pre-booked to travel to

the Company shall indemnify the Insured or the Insured for the benefit of the **Insured Person** for

1. 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; or
2. any reasonable additional travel and accommodation costs necessarily incurred to return the **Insured Person** to their **Country of Permanent Residence** where the **Insured Journey** has been curtailed; or
3. any reasonable associated additional travel and accommodation 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 Business Travel Specification subject to the Limit for Political or Natural Disaster shown in the Insuring Agreement.

## Definitions

In addition to Section 6 – General Definitions the following Definitions shall apply:

**Business Equipment** shall mean articles which are the property of the Insured 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 behalf of the Insured.

**Personal Property** shall mean articles which are the property of the **Insured Person** which are taken on or acquired during an **Insured Journey**.

## Conditions

In addition to Section 7 – General Conditions the following Condition shall apply:

1. If an **Insured Journey** has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are not refundable as a result of the cancellation change of itinerary or curtailment of the **Insured Journey** the Company shall indemnify the Insured for the benefit of the **Insured Person** up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification subject to the Limit for Travel Disruption shown in the Insuring Agreement.
2. The payment of a claim to transport the **Insured Person** to their **Country of Permanent Residence** shall be limited to the equivalent cost of a business flight fare to transport the **Insured Person** to the same location. Where the **Insured Person** is transported to an appropriate safe location prior to onward travel to their **Country of Permanent Residence** any additional travel costs necessarily incurred shall be limited to the equivalent cost of a business flight fare for the combined cost of the total journey.
3. 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 a political or natural disaster 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 or in accordance with Condition 2 – Political or Natural Disaster whichever is the lesser amount.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

1. any loss or expense where the **Insured Person** has violated the laws or regulations of the country in which the **Insured Person** is travelling;

2. 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. any loss or expense where **Personal Property** or **Business Equipment** is repossessed by a titleholder or other interested party to satisfy any debt insolvency financial failure or other financial obligation of the Insured or **Insured Person**;
4. any loss or expense where the Insured or the **Insured Person** has failed to honour any contractual obligation bond or specific performance condition in a license;
5. any loss or expense where the **Insured Person** is a national of the country in which the **Insured Person** is travelling;
6. any loss or expense where the conditions leading to the cancellation curtailment of or alteration to an **Insured Journey** were in existence or reasonably foreseeable prior to the booking or commencement of the **Insured Journey**;
7. any loss or expense incurred as a result of the disinclination of an **Insured Person** to travel on or to continue an **Insured Journey**;
8. any loss arising from the cancellation or curtailment or postponement of any organised event;
9. any loss which is insured under any other insurance policy.

## Personal Accident and Business Travel Covers

### Section 5

## Legal Expenses

If within the Operative Time an **Insured Person** sustains **Bodily Injury** or illness caused by a third party during an **Insured Journey** the Company shall indemnify the Insured for the benefit of the **Insured Person** for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against the third party up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

### **Definitions**

In addition to Section 6 – General Definitions the following Definition shall apply:

**Legal Expenses** shall mean

- 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 the Company in connection with such claims or procedures; or
- 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.

### **Conditions**

In addition to Section 7 – General Conditions the following Condition shall apply:

1. Written consent from the Company must be obtained prior to incurring **Legal Expenses**. The Company will give prior consent if the Insured satisfies the Company 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.

## Exclusions

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not pay for

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**;
2. any fines or penalties;
3. any **Legal Expenses** incurred in connection with any criminal or wilful act;
4. any **Legal Expenses** incurred in the pursuit of any claim against a travel agent tour operator insurer or their agents which are eligible for consideration under an Arbitration Scheme or Complaints Procedure;
5. any claim or circumstance notified more than twenty four months after the incident from which the cause of action arose.

## Personal Accident and Business Travel Covers

### Section 5

### Personal Liability

If within the Operative Time an **Insured Person** becomes legally liable to pay damages in respect of

- a) **Bodily Injury** to any person;
- b) the illness of any person;
- c) the accidental loss or damage to the property of any person

caused during an **Insured Journey** the Company shall

- (i) indemnify the Insured 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) b) or c) above and which are recoverable by the claimant from the **Insured Person** or any representative of an **Insured Person**; and any other costs and expenses incurred with the Company's prior written consent

up to the Sum Insured per **Insured Journey** shown in the Business Travel Specification.

### **Exclusions**

In addition to Section 8 – General Exclusions the following Exclusions shall apply:

The Company shall not provide indemnity for

1. loss or damage to property belonging to or held in trust by or which is in the custody or control of the Insured or **Insured Person** or any **Employee** of the Insured or any member of the immediate family of the **Insured Person**;
2. injury or illness to any member of the immediate family of the **Insured Person**;
3. injury illness loss or damage arising directly or indirectly as a result of the ownership possession or use of any
  - a) mechanically propelled vehicle;
  - b) aircraft or watercraft;
  - c) firearm (other than sporting guns);

4. injury illness loss or damage arising directly or indirectly in connection with
  - a) any malicious or unlawful act;
  - b) 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;
  - c) the carrying out of any trade business or profession;
  - d) the rendering of or failure to render advice or medical assistance;
  - e) the ownership possession or occupation of land or buildings;
5. damages which should be more specifically claimed under any other contract of insurance in the name of the Insured and/or the **Insured Person**;
6. damages resulting from venereal disease sexually transmitted diseases Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition;
7. any fines or penalties;
8. damages resulting from the actual alleged or threatened contaminative pathogenic toxic or other hazardous properties of asbestos;
9. damages loss cost or expense resulting from any
  - a) request demand order or regulatory or statutory requirement that any Insured or others that 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;
10. damages resulting from an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury;
11. damages resulting from an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

## Section 6

### General Definitions

In addition to the Definitions under Section 5 – Personal Accident and Business Travel Covers the following General Definitions apply:

**Accident** shall mean a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

**Annual Aggregate** shall mean the maximum amount payable in respect of claims occurring in any one **Policy Period**.

**Annual Salary** shall mean the total annual basic salary including overtime but excluding bonus or commission payments payable by the Insured 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**.

**Bodily Injury** shall mean 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 twenty-four calendar months from the date of the **Accident**.

**Child** shall mean any person under eighteen years of age or under twenty-three years of age if in full time education who is dependant on the **Insured Person**.

**Country of Permanent Residence** shall mean the country where an **Insured Person** resides indefinitely or where an **Insured Person** has the intent to reside indefinitely.

**Disturbed Area** shall mean a country or a region of a country that the Company has defined as a **Disturbed Area** in Section 3 – Endorsements.

**Employee** shall mean any person under a contract of service or apprenticeship with the Insured or any person the Insured has the right to instruct in their performance.

**Event** shall mean one occurrence or a series of occurrences consequent upon or attributable to one source or original cause.

**Excess** shall mean the amount above which the Company shall become liable to make payment in respect of an **Event**.

**Gross Weekly Wage** shall mean the gross average weekly equivalent of **Annual Salary**.

**Hijack** shall mean the unlawful seizure or control of an aircraft or conveyance (or the crew thereof) in which the **Insured Person** is travelling as a fare paying passenger.

**Hospital** shall mean 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**.

**Incidental Holiday** shall mean any holiday of up to seven days in duration taken in conjunction with an **Insured Journey** on behalf of the Insured. An **Incidental Holiday** of up to three days may exceed the duration of the business component of an **Insured Journey** but any **Incidental Holiday** of more than three days shall not exceed the duration of the business component of an **Insured Journey**.

**In-Patient** shall mean 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.

**Insured Journey** shall mean a journey that commences during the **Policy Period** 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 the Company.

**Insured Person** shall mean any person defined in Section 2 – Specifications.

**Kidnap** shall mean 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.

**Medical Expenses** shall mean all reasonable costs for hospital surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**.

**Partner** shall mean spouse civil partner co-habiting partner or any other person recognised as the lawful partner of the **Insured Person** under common law.

**Policy Period** shall mean the period between the Effective Date and the Expiry Date shown in the Insuring Agreement commencing at 00:01 hours on the earliest date and expiring at midnight on the latest date.

**Qualified Medical Practitioner** shall mean 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 the **Insured Person** the **Partner** of the **Insured Person** a member of the immediate family of the **Insured Person** or an Employee of the Insured.

**Residence** shall mean the place where the **Insured Person** permanently resides.

**Terrorism** shall mean 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.

**United Kingdom** shall mean England Scotland Wales and Northern Ireland excluding the Isle of Man and the Channel Islands. For the purposes of this Policy the **United Kingdom** shall be regarded as a single country.

**War** shall mean 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.

**Personal Accident and Business Covers**

**Section 7**

**General Conditions**

These conditions apply to the Policy as a whole and to each Section within:

**CANCELLATION**

The Policy may be cancelled by the Insured by giving the Company thirty days' written notice by recorded delivery. The Company shall return any unearned portion of the Premium paid by the Insured to the Company for the **Policy Period** provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy.

The Policy may be cancelled by the Company by giving the Insured thirty days' written notice by recorded delivery to the last known address of the Insured. The Company shall return any unearned portion of the Premium paid by the Insured to the Company for the **Policy Period**. The calculation of the unearned portion of the Premium shall be made as soon as practicable after written notice of cancellation has been given to the Insured but the failure of the Company to provide details to the Insured of the unearned portion of the Premium in the notice of cancellation shall not affect the validity of such notice.

The Policy may be cancelled by the Company for non-payment of Premium by giving the Insured seven days' written notice by recorded delivery to the last known address of the Insured.

The Company may cancel any cover provided under this Policy in respect of **War** by giving the Insured seven days' written notice by recorded delivery to the last known address of the Insured.

**CLAIMS CONDITIONS**

It is a condition precedent to the liability of the Company under this Policy that in the event of any circumstance which could give rise to a claim the Insured shall

- a) i) give notice to the Company as soon as reasonably possible by writing to the following address

Chubb Insurance Company of Europe S.A.  
106 Fenchurch Street  
London  
EC3M 5NB

or by contacting Chubb as below

Telephone: +44 (0)20 7956 5000  
Facsimile: +44 (0)20 7956 5922  
Email: [cahukclaims@chubb.com](mailto:cahukclaims@chubb.com)

- ii) make no admission of liability without the prior written consent of the Company;  
iii) provide the Company or their appointed representatives with

- a) all necessary assistance in a timely manner;
  - b) all information reasonably required;
  - c) all documentation and records necessary to establish and assess indemnity hereunder;
  - d) copies or extracts as may be reasonably required;
- iv) prove the loss to the reasonable satisfaction of the Company;
  - v) forward immediately to the Company or their representatives any letter writ or other document received in connection with any claim made under this Policy;
  - vi) assist and concur with all reasonable arrangements for medical and other advisers of the Company to examine any **Insured Person** in respect of which a claim has arisen;
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor justice of the peace or notary public named by the Company on all matters connected with a claim at such reasonable time and place as may be designated by the Company.

No act of the Company or their representatives in connection with any investigation hereunder shall be deemed a waiver of any defence which the Company might otherwise have. All acts shall be deemed to have been made without prejudice to the Company's liability.

The Company reserves the right to

- a) take such steps as they deem necessary to prevent mitigate or minimise a loss;
- b) take over and conduct the defence or settlement of claims made against the Insured or an **Insured Person** that are covered by this Policy;
- c) pursue all rights or remedies available to the Insured whether or not payment has been made hereunder;
- d) require independent medical examination of any **Insured Person** who gives rise to a claim hereunder.

#### **CURRENCY CONVERSION**

Any payment required in a different currency to that shown in Section 1 – Insuring Agreement shall be calculated at the rate of exchange as published on [www.oanda.com](http://www.oanda.com) for the date of loss with the exception of any **Kidnap or Extortion Payment** required in a different currency to that shown in Section 1 – Insuring Agreement which shall be calculated at the rate of exchange as published on [www.oanda.com](http://www.oanda.com) for the date a payment is made.

#### **DUE DILIGENCE**

The Insured shall exercise and ensure that any **Insured Person** 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.

**DUE OBSERVANCE**

It shall be a condition precedent to any liability of the Company to make any payment under this Policy for the Insured to duly observe the Specifications Endorsements and terms of this Policy and the truth of the statements and answers and information supplied on or in connection with any proposal.

**FOR THE BENEFIT OF THE INSURED PERSON**

With respect to cover under this Policy where the Company agrees to pay the Insured for the benefit of the **Insured Person** the Insured shall forward any payments received under the 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 the Insured. For the avoidance of doubt the **Insured Person** shall not have any direct rights or obligations under the Policy.

**INTEREST**

No sum payable under this Policy shall carry interest.

**JURISDICTION AND GOVERNING LAW**

This Policy shall be governed by and construed in accordance with the Law of England and Wales. Each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

**MATERIAL ALTERATION**

The Insured shall advise the Company as soon as reasonably practicable in writing of any alteration which materially affects the risk insured.

**MISREPRESENTATION AND FRAUD**

Coverage shall be void if the Insured knowingly conceals or misinterprets any material fact or circumstance concerning this Policy or the subject thereof or in the case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or the subject thereof whether before or after a loss. Further if the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise or if the Insured makes any other misrepresentation such claim shall be excluded from coverage under this Policy. The Company also reserves the right to terminate this Policy and all future claims hereunder by the Insured may be forfeited.

**NON-ASSIGNMENT**

There can be no assignment of this Policy or any benefit or right under this Policy without the prior written consent of the Company.

**OTHER INSURANCE**

If at the time of an **Event** under this Policy there is any other insurance covering the same loss damage or liability or any part thereof the Company will only pay its rateable proportion of the claim except where this is excluded under Section 5 – Personal Accident and Business Travel Covers.

### **SUBROGATION**

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any payment under this Policy. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after loss to prejudice such rights. For the purposes of this condition the Insured shall include all persons and organisations indemnified under this Policy.

### **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement including specifically any **Insured Person** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy.

### **DATA PROTECTION NOTICE**

The Company collects and processes personal information about individuals who may receive cover under the Policy from the Insured such as their name address and any other personal details which are provided to the Company in order to provide the insurance and claims services. The Company will treat this information in accordance with applicable data protection law. For policy administration purposes the Company will use and store any such personal information on an electronic database which may also be available to selected authorised representatives of member insurers of the Chubb Group of Insurance Companies operating outside Europe. The Company has taken reasonable measures to protect such personal information once it is transferred outside Europe in accordance with their normal data security policies. The Company may also disclose such personal information to outside parties such as premium collection agencies reinsurers outside counsel and claims administrators to provide the insurance and claims services or as allowed by law. The Insured must ensure that any **Insured Person** is notified accordingly.

**Personal Accident and Business Travel Covers**

**Section 8**

**General Exclusions**

In addition to the Exclusions under Section 5 – Personal Accident and Business Travel Covers the following General Exclusions apply:

Chubb shall not be liable for any **Bodily Injury** loss or expense suffered as a result of

- a) an **Insured Person** engaging in active service in any of the Armed Forces of any nation;
- b) **War** within the **Country of Permanent Residence** of the **Insured Person**;
- c) **War** and/or **Terrorism** within a **Disturbed Area** as defined in Section 3 – Endorsements;
- d) an **Insured Person** who has attained the age of eighty years unless such **Bodily Injury** loss or expense occurs during the **Policy Period** in which the **Insured Person** attains the age of eighty years.

## **Personal Accident and Business Travel Covers**

### **Section 9**

## **Policy Information**

### **COMPLAINTS PROCEDURE**

The Company aims to provide a first class service. If the Insured is unhappy with the service of the Company or has cause for complaint they should contact

The Manager, Accident and Health Department  
Chubb Insurance Company of Europe S.A.  
106 Fenchurch Street  
London EC3M 5NB  
Telephone 0207 956 5000

If the Company is unable to resolve the complaint to the satisfaction of the Insured they may refer the matter to the Financial Ombudsman Service (FOS). The FOS can be contacted at the address shown below

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0845 080 1800

Referring the matter to the FOS will not affect the legal rights of the Insured to take action against the Company.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

The Company is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation should the Company be unable to meet its financial obligations. Further information can be obtained from the Company or from the Financial Services Compensation Scheme at the following address

Financial Services Compensation Scheme  
7<sup>th</sup> Floor  
Lloyds Chambers  
1 Portsoken Street  
London E1 8BN  
Telephone 0207 892 7300  
[www.fscs.org.uk](http://www.fscs.org.uk)

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Chubb Insurance Company of Europe S.A., is a Belgian company registered under company number 0403.270.372 at Banque Carrefour des Entreprises, whose registered office is at Twin House, Rue Neerveld 107, B-1200 Brussels, Belgium, and whose registered UK branch address [with whom this business is transacted] is 106 Fenchurch Street, London EC3M 5NB. Chubb is authorised by the Commission Bancaire, Financière et des Assurances in Belgium and is regulated by the Financial Services Authority for the conduct of UK business.

Chubb is listed on the FSA Register under registration number 202736. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.