



# Group International Emergency Medical Expenses & Travel Insurance

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This insurance (and the **Schedule** which form an integral part of the insurance) is a legal contract please examine it thoroughly to ensure it meets the **Insured's** requirements. If it does not, the **Insured** must advise their insurance adviser immediately.

This **Policy** is a contract between the **Insured** (named in the **Schedule**) and Antares Syndicate 1274 at Lloyd's (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Schedule** has been paid in the required manner, **We** will provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Schedule** during the **Period of Insurance**.

Antares Managing Agency Limited is the managing agent for Antares Syndicate 1274 at Lloyd's. Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 06646629). Registered address is 21 Lime Street London EC3M 7HB.

#### **IMPORTANT NOTES:**

**THIS IS NOT A PRIVATE MEDICAL INSURANCE POLICY AND WILL NOT RESPOND IN THE SAME WAY A PRIVATE MEDICAL INSURANCE POLICY DOES.**

**THIS POLICY RESPONDS TO MEDICAL EMERGENCIES AND ASSISTANCE AND REPATRIATION WHERE NECESSARY.**

**SHOULD YOU REQUIRE A MORE COMPREHENSIVE MEDICAL EXPENSES COVER YOU SHOULD SEEK A SEPARATE PRIVATE MEDICAL INSURANCE POLICY.**

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

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

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

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

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## IMPORTANT CONTACT DETAILS

### MEDICAL ASSISTANCE (24 HOUR) HELPLINE

If an **Insured Person** suffers **Illness** or **Bodily Injury** which requires immediate medical assistance and/or **Hospitalisation** whilst on a trip the **Insured Person** must contact CEGA Assistance on the telephone number provided below, which is also shown in the **Schedule**, before seeking treatment.

**Telephone:** +44 (0) 1243 621173

**Email:** assistance@cegagroup.com

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

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

Medical Assistance Services provided by the team:

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

CEGA may be contacted at any time, should the **Insured Person** require advice or assistance regarding all emergency matters.

In the **Event** of an **Insured Person** requiring evacuation/repatriation, it is imperative that CEGA is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Failure to contact CEGA and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The **Insured** and the **Insured Person** should not attempt to find their own solution and then expect full reimbursement without prior approval first having been obtained from the CEGA.

In the **Event** that liability cannot be established at the outset of an emergency it is agreed that the first named **Insured** will guarantee payment until such time that liability can be accepted by **Us**.

## CLAIMS CORRESPONDENCE AND NOTIFICATION – NON EMERGENCY MEDICAL CLAIMS

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

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

**Telephone (within the UK):** 0044 (0) 1608 641351

**E-mail:** enquiries@rogerrich.co.uk

A claim form will be sent once contact is made.

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

## CARE FIRST - COUNSELLING AND INFORMATION SERVICE

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

**Telephone:** 0044 (0) 808 168 2142

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

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

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

## Claims Co-Operation

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

## Claims Procedure

### Claims Correspondence and Notification:

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

	The <b>Insured Person's</b> name.
	The Policy Number (if known).
	The name of the <b>Insured Person's</b> employer, company or organisation.
	The telephone, Email address or facsimile number on which an <b>Insured Person</b> or the <b>Insured</b> or their representatives can be reached.
	Brief details of the claim to be made.

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

## GENERAL TRAVEL ADVICE

### MEDICAL COVER AND THE EUROPEAN HEALTH INSURANCE CARD

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

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

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

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

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

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

### WORLD HEALTH ORGANIZATION

Along with the FCO, the WHO website can be a useful tool for any **Insured Person** to check before they travel for further in depth information about the country being travelled to. The website is [www.who.int/countries/en/](http://www.who.int/countries/en/)

## PRIVACY NOTICE

### WHO UNDERWRITERS ARE

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

### BASIC INFORMATION

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

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

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

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

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

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

## **WANT MORE DETAILS?**

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

## **CONTACT DETAILS**

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

Antares Managing Agency Ltd  
21 Lime Street  
London  
EC3M 7HB

Email: [Compliance2@antaresunderwriting.com](mailto:Compliance2@antaresunderwriting.com)

Telephone: +44 (0) 20 7959 1900

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

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

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

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

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

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

## DEFINITIONS (applicable to all Sections)

Wherever the following words appear in bold they will have the meanings shown below

### **Accident**

means a sudden, unexpected, unusual, specific, external **Event** which occurs at an identifiable time and place during the period of this insurance.

### **Bodily Injury**

means identifiable physical **Bodily Injury** which

- is caused by an **Accident**, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such **Bodily Injury**) which results in the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

### **Child/Children**

Any child/children of an **Insured Person** who is/are unmarried and dependent and under eighteen (18) years of age or under 25 years of age if in full-time education or under 40 if dependent due to reason of mental or physical disability.

### **Country of Domicile**

The country in which the **Insured Person** is habitually resident during the period of this insurance. Where the **Insured Person** is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the **Insured Person's country of domicile**.

### **Employee**

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

### **Event**

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

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

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

### **Excess**

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

### **GDPR**

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

### **Hospital**

Any institution which meets fully every one of the following criteria

- A. maintains permanent and full time facilities for the care of overnight resident patients and



- B. has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
- C. continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D. is not other than incidentally an institution which provides full time facilities for:
- i) mentally **III** or mentally handicapped persons
  - ii) nursing or convalescing
  - iii) aged persons of 70 years or more
  - iv) drug addicts
  - v) alcoholics.

### **III / Illness**

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

### **Incidental Leisure Trip**

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

### **Immediate Family**

**Mother, father, step mother/father, grandparents, child(ren), step child(ren), partner's/civil partner's child(ren)/step child(ren).**

### **Insurance Intermediary**

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

### **Incident**

All individual losses arising out of and directly occasioned by one sudden unexpected specific **Event** occurring at an identifiable time and place.

### **Insured**

As detailed in the **Schedule**.

### **Insured Journey**

Any trip commencing during the period of this insurance in connection with the business of the **Insured**, involving travel outside the **Insured Person's country of domicile** and shall start from the time of leaving home or the normal place of business (whichever is left first) and continue until arrival back at home or the normal place of business (whichever is reached last).

### **Insured Person**

Any **Person** working on behalf of and with the permission of the **Insured** including their **Partner** and **children** whilst accompanying them on an **Insured Journey**.

### **Medical Practitioner**

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

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

### **Operative Time**

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

**Partner**

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

**Period of Insurance**

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

**Property**

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

**Proposal**

The **proposal** or statement of fact including any renewal declaration and information supplied by or on behalf of the **Insured**.

**Radiation**

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

**Schedule**

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

**Terrorist Activity**

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

**Total Disablement or Total Disability**

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

**We / Us / Our / Underwriters**

Antares Managing Agency Limited, as managing agent for Antares Syndicate 1274 at Lloyd's.

**Utilisation of Biological Weapons of Mass Destruction**

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

**Utilisation of Chemical Weapons of Mass Destruction**

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

**Utilisation of Nuclear Weapons of Mass Destruction**

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

**War**

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

1. hostilities or warlike operations (whether **War** be declared or not).
2. invasion, civil **War**, rebellion, insurrection, revolution.
3. act(s) of an enemy foreign to the nationality of the **Insured Person** or the country in, or over which the act occurs.
4. civil commotion assuming the proportions of, or amounting to, an uprising.
5. overthrow of the legally constituted government.
6. military or usurped power.
7. explosions of **War** weapons.
8. **Terrorist Activity**.

9. murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

## CONDITIONS (applicable to all Sections)

### Access to Additional Materials

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

### Acquisition Clause

If during the period of this insurance the **Insured** acquires or creates any new office branch subsidiary or associated company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wage roll or number of **Insured persons** or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge otherwise **We** agree to provide cover from the date of creation or acquisition for a period of 30 days during which time the **Insured** shall provide any additional information and pay any additional premium as may be required by **Us**.

### Associated Companies

Where this insurance covers associated companies a list of these companies shall be provided to **Us**.

### Cancellation of terrorism or War cover

**We** may cancel any insurance provided by this insurance against **War** or **terrorism** by giving seven (7) days' notice to the **Insured** at the **Insured's** last known registered address. The insurance in respect of any **Insured Journey** involving travel outside the **Insured Person's country of domicile** which commences before the expiry of such notice shall not be affected.

### Change of Business

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

### Contribution

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

### Currency Conversion

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

### Fraudulent Claims

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

### Interest

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

### Other Insurance

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

### Premium Adjustment

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

## Right to Medical Records and Medical Examination

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

## Affordable Care Act

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

## Due Care

The **Insured** and each **Insured Person** must take all steps to avoid or minimise any loss or damage and must also make every effort to recover any **Property** which has been lost or stolen.

## THE GDPR AND DATA PROTECTION ACT 2018

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

## OPERATIVE TIME AND DESCRIPTION

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

### Business and Incidental leisure trips outside Usual Country of Domicile

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

## WHAT IS COVERED

### SECTION 1: PERSONAL ACCIDENT COVER

#### Cover

If during a **Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two years is the sole and independent cause of death or disablement **We** will pay to the **Insured** the appropriate Benefit shown in the **Schedule** subject to the Maximum **Incident** Limit (and inner limits where applicable) as detailed in the **Schedule**.

Benefits payable:

1. Death
2. The amount payable for Benefit 2 shall be a percentage of the amount shown in the **Schedule**. The following scale states the percentages applicable to the forms of disablement specified. For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the **Insured Person's** occupation. The appropriate percentage shall be applied to the amount for Benefit 2 shown in the **Schedule** or to the Limit per **Person** under Benefit 2 whichever

is the lesser:

- |     |                                      |      |
|-----|--------------------------------------|------|
| a)  | Loss of Eye                          | 100% |
| b)  | Permanent and total loss of speech   | 100% |
| c)  | Permanent and total loss of hearing: |      |
| i)  | in both ears                         | 100% |
| ii) | in one ear                           | 40%  |

Loss by permanent physical severance or permanent and total loss of use of:

- |    |                  |      |
|----|------------------|------|
| d) | one Limb         | 100% |
| e) | one big toe      | 15%  |
| f) | any other toe    | 6%   |
| g) | one thumb        | 30%  |
| h) | one forefinger   | 20%  |
| i) | any other finger | 10%  |

Permanent total loss of use of:

- |    |                         |     |
|----|-------------------------|-----|
| j) | shoulder or elbow       | 25% |
| k) | wrist hip knee or ankle | 22% |

Removal by surgical operation of:

- |    |           |     |
|----|-----------|-----|
| l) | lower jaw | 30% |
|----|-----------|-----|

3. Permanent Total Disablement from the **Insured Person's** usual occupation in the business.

4. Temporary Total Disablement from the **Insured Person's** usual occupation in the business.

### Special Definitions applying to this Section:

Permanent total disablement	means disablement which prevents the <b>Insured Person</b> from attending to all aspects of any business or occupation for which the <b>Insured Person</b> is practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.
Temporary total disablement	means disablement which prevents the <b>Insured Person</b> from attending to all aspects of the <b>Insured Person's</b> business or occupation.
Loss of hearing	means permanent total and irrecoverable loss of hearing in one or both ears shall be considered as having occurred: <ol style="list-style-type: none"><li>1. in both ears, if an <b>Insured Person</b> is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or</li><li>2. in one ear, if the degree of hearing is more than 90% and is without hope or prospect of improvement.</li></ol>
Loss of limb or limbs	means permanent and complete loss of or loss of use of a limb or limbs at or above the knee or wrist.
Loss of sight	Permanent and total loss of sight shall be considered as having occurred: <ol style="list-style-type: none"><li>1. in both eyes, if an <b>Insured Person's</b> name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope or prospect of improvement; or</li><li>2. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope or prospect of improvement.</li></ol>

Loss of speech

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

### Special Conditions applying to this Section:

#### Benefits

- A. **We** will not pay in respect of any one **Insured Person** more than one of Benefits 1 to 3 in connection with the same **Accident**.
- B. On the happening of an **Accident** giving rise to a claim for 100% of the amount for any of Benefits 2 to 3 this insurance will not cover any further **Accident** to that **Insured Person**.
- C. **We** will pay any amount claimed for Benefit 4 in addition to any amount claimed under Benefits 1 to 3 in connection with the same **Accident**.
- D. Loss of Limb or Eye or speech or hearing must be proved before **We** will pay for Benefit 2.
- E. Permanent Total Disablement must be proved to **Our** satisfaction to be permanent and without expectation of recovery and any claim for Benefit 4 must have been settled in full before **We** will pay for Benefit 3.
- F. If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing **We** will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the **Accident** and **We** will only then pay the balance if the **Insured Person** has not died in the meantime as a result of the **Accident**.
- F. If Benefit 2 is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accident** the total of the percentages payable shall not exceed 100% of the amount for Benefit 2. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.
- G. If Benefit 2 under the Standard Scale is claimed for permanent total loss of hearing in one ear **We** will not pay more than 40% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears.H. Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**:
  - H1. **Permanent Total Disablement** shall read, "**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing**, Disablement which entirely prevents the **Insured Person** from attending to any business or occupation to which the **Insured Person** is suited by training or experience, and which lasts twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement in the opinion of a **Medical Practitioner**.
  - H2. **Disability Income** benefit will not be payable.

#### Disappearance

In the event of the disappearance of an **Insured Person** if after a suitable period of time and having examined available evidence there is reason to believe that Death has occurred as a result of **Bodily Injury** following an **Accident** Benefit 1 shall become payable subject to a signed undertaking by the **Insured** that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

#### Exposure

If an **Insured Person** suffers Death or Disablement as a result of exposure to the elements **We** will consider that as having been caused by **Bodily Injury** following an **Accident**.

#### Minors

If the **Insured Person** is i) under the age of 16 or ii) aged 16 or 17 and is not one of the **Insured's** employees

- A. The amount for Benefit 1 will be limited to GBP 10,000
- B. Benefit 3 shall be defined as Permanent Total Disablement from gainful employment of any and every kind

C. No amount will be payable under Benefit 4.

#### **Special Extensions applying to this Section:**

##### **Catastrophe**

If during an **Insured Journey** an **Incident** results in payment of the Death benefit for five or more **Insured persons** who are covered under the Personal **Accident** Section of this insurance **We** will pay to the **Insured** an additional 25% of the total Sum Insured payable relative to those five or more **Insured persons** subject to the Maximum **Incident** Limit (and inner limits where applicable) as detailed in the **Schedule**.

##### **Coma Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay GBP 50 per full 24 hours up to a maximum of 104 weeks any one **Insured Person** while they remain in a continuous unconscious state.

##### **Convalescence Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2 3 or 4 is claimed **We** will pay necessary expenses incurred with **our** prior written consent to employ the services of a chauffeur, domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** Disablement up to GBP 100 per week to a maximum GBP 10,000 any one **Insured Person** subject to this not being included in any claim under Section 6.

##### **Disability Assistance**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2 or 3 is claimed **We** will pay necessary expenses incurred with **our** prior written consent to make alterations to the **Insured Person's** home car or workplace as a direct and necessary result of the permanent disability suffered up to a maximum of GBP 30,000 any one **Insured Person**.

#### **Special Exceptions applying to this Section:**

**We** will not pay any Benefit where **Bodily Injury** following an **Accident** is the result of or is contributed to by:

1. **Illness** or disease (not resulting from **Bodily Injury** following an **Accident**);
2. any naturally occurring condition or degenerative process;
3. any gradually operating cause.

## **SECTION 2: BAGGAGE**

### **Cover**

If during an **Insured Journey** an **Insured Person's** baggage is lost damaged stolen or destroyed **We** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the cost of repair or replacement.

**We** will pay

the cost of replacement as new (or at **our** option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the **Schedule** in respect of any one **Insured Person** less any amount recoverable from the transport provider.

#### **Special Extensions applying to this Section**

##### **Delayed Baggage**

In the **Event** of the **Insured Person's** baggage being lost for more than 4 hours **We** will reimburse the **Insured** on behalf of the **Insured Person** concerned up to GBP 1,500 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items. Cover under this Extension is only applicable during outbound trips.

#### Loss of Keys

If during an **Insured Journey** the keys to the external doors safes or alarms of the **Insured Person's** home or car are lost damaged stolen or destroyed **We** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the replacement of the keys and lock mechanisms up to GBP 500.

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one **Insured Person** the Sum Insured shall not be reduced by the amount of any loss during any one **Insured Journey** and no additional premium shall be payable for such automatic reinstatement of cover.

#### Special Exceptions applying to this Section:

##### **We** will not pay

1. more than GBP 1,500 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item.
2. for loss or damage theft or destruction of money and credit cards.
3. for loss or damage or destruction caused by:
  - A. wear and tear, depreciation, moth, vermin, chipping, scratching, breakage of glass, china or other fragile items, atmospheric or climatic conditions or any other gradually operating cause;
  - B. any process of cleaning dyeing repairing or restoring and
  - C. delay confiscation or detention by order of any government or public authority.
4. for mechanical or electrical breakdown or derangement.
5. for loss damage theft or destruction of trade samples exceeding GBP 1,000 in total or where **Insured** under a more specific insurance.
6. for any baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading.
7. for any consequential loss.
8. the first GBP 50 of any claim.
9. for loss or destruction to any **Property** whatsoever or any expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to or arising from:
  - A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
  - B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## SECTION 3: CANCELLATION, CURTAILMENT (INCLUDING REPLACEMENT AND REARRANGEMENT) AND CHANGE OF ITINERARY

### Cover

#### Cancellation

If the **Insured** or the **Insured Person** is forced to cancel an **Insured Journey** as a direct and necessary result of any cause outside the **Insured's** or the **Insured Person's** control including volcanic ash **We** will reimburse the **Insured** for all deposits advance payments and other charges for transport and accommodation.

#### Curtailment

If the **Insured** or the **Insured Person** is forced to cut short an **Insured Journey** and return to their normal country of residence as a direct and necessary result of any cause outside the **Insured's** or the **Insured persons** control including volcanic ash **We** will reimburse the **Insured**



- A. for all non-recoverable deposits advance payments and other charges for transport and accommodation.
- B. for the additional cost of travel and accommodation necessarily incurred to return the **Insured Person** to their **country of domicile**.

#### **Replacement and Rearrangement following Curtailment**

Following the Curtailment of an **Insured Journey We** will reimburse the **Insured** for the additional cost of travel and accommodation necessarily incurred as a direct result of

- A. the sending of a replacement for the **Insured Person** to assume the duties of that **Insured Person**.
- B. rearrangement of the **Insured Persons' Insured Journey** to resume his or her duties within six months of Curtailment.

#### **Change of Itinerary including Missed Departure**

If the **Insured** or the **Insured Person** is forced to alter pre-booked arrangements in connection with an **Insured Journey** as a direct and necessary result of any cause outside the **Insured's** or the **Insured Person's** control **We** will reimburse the **Insured** for the additional cost of travel and accommodation necessarily incurred to enable the **Insured Person** to continue that **Insured Journey**.

**We** will pay

up to the cost of the **Insured Journey** including those trips on the **Insured's** business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** subject to the **Incident Limit** as detailed in the **Schedule**.

#### **Special Exceptions applying to this Section:**

**We** will not pay

The first GBP 50 of any claim and furthermore in respect of any claim as a result of:

1. disinclination to travel;
  2. the **Insured Person** committing or attempting to commit suicide or as a result of self-inflicted **Bodily Injury**;
  3. the **Insured Person** engaging in flying of any kind other than as a passenger;
  4. redundancy of the **Insured Person** or any of the **Insured's** employees;
  5. the **Insured's** financial circumstances;
  6. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation;
  7. regulations made by any government or public authority;
  8. withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any port authority or the Civil Aviation Authority or any similar body in any country;
  9. strike labour dispute mechanical breakdown or failure of the means of transport other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 4 hours unless the delay is due to a strike or industrial action which existed or of which advance warning had been given prior to the date on which the **Insured Journey** was booked and
  10. circumstances involving a **Person** who is travelling or intending to travel against the advice of a **Medical Practitioner** or for the purpose of obtaining treatment.
11. The serious **Illness**, accidental bodily injury or death of an **Immediate Relative** or **Close Business Colleague** (over the age of 75 years), validated by a qualified medical practitioner. **This is subject to the individual not being seriously or critically ill at the time of the application** and only if the **Insured Journey** is in excess of 120 days continuous duration.
  12. The serious illness, accidental bodily injury or death of a person who is not an **Immediate Relative**.
  13. The cost of return to the country/place where the secondment is, or overseas placement where the **Insured Person** is contracted to continue working.

## SECTION 4: HIJACK, KIDNAP AND HOSTAGE

### Cover

We will reimburse the **Insured** for costs or expenses incurred as a direct consequence of an **Insured Person** being victim of a Hi-jack, during an **Insured Journey** up to the daily amount specified and an amount not exceeding the sum Insured stated in the **Schedule**.

### Provisions applying to this Section

If during an **Insured Journey** an **Insured Person** is the victim of a Hi-jack, Kidnap or taken Hostage, the cover shall continue in respect of that **Insured Person** for up to 52 weeks from the date of Hi-jack or until the **Insured Person** returns home, whichever is the earlier.

### PROVISIONS APPLICABLE TO HIJACK:

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

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

#### Hijack

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

## KIDNAP AND HOSTAGE EXPENSES

### THE COVERAGE:

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

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

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

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

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

#### CONSULTANT COSTS

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

#### HOSTAGE

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

## KIDNAP / KIDNAPPED / KIDNAPPING

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

## RANSOM

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

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

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

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

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

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

**Telephone: +44 (0) 1243 621173**

**Email: assistance@cegagroup.com**

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

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

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

**We** will not pay any claim:

1. In respect of any fraudulent, dishonest, or criminal acts committed by the **Insured** or **Insured Person**, or any person authorised by or in collusion with the **Insured**;
2. if the **Insured Person** is permanently residing or staying for more than 90 consecutive days in the country where the **Kidnapping** or **Hostage** taking occurs;
3. in respect of **Kidnapping** of a child by its parent or legal guardian;
4. where the **Kidnap** or **Hostage** taking occurs in:
  - 4.1 any country located in Central or South America; or
  - 4.2 Afghanistan, Chechnya, Egypt, Iran, Iraq, Israel (West Bank, Gaza and the Occupied Territories), Libya, Nigeria, North Korea, Philippines, Somalia, Sudan and Yemen;
  - 4.3 any country in which the United Nations armed forces are deployed.
5. if the **Insured** and/or **Insured Person** can recover costs from any other insurance **Policy**.
6. **an Insured** who has had kidnap insurance cancelled or declined in the past.
7. any claim for an **Insured Person** within their **Permanent Country of Residence**.
8. any amount of money that the **Insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **Insured** in defence of such action, resulting from alleged negligence or incompetence in **Hostage** retrieval operations or negotiations following the **Kidnap** of an **Insured Person** or alleged negligence in not preventing the **Kidnap** of an **Insured Person**.
9. any amount of **Money, Property** or other consideration surrendered to those responsible for making a **Ransom** demand to an **Insured** or any person authorised to act on behalf of an **Insured**.

## SECTION 5: EMERGENCY MEDICAL ASSISTANCE

### Cover

If during an **Insured Journey** an **Insured Person** falls **Ill** or sustains **Bodily Injury** following an **Accident** that requires immediate medical assistance, **We** will indemnify the **Insured** in respect of Medical Expenses and Emergency Travel Expenses which are necessarily incurred as a direct result.

### We will pay

up to the appropriate Sum Insured shown in the **Schedule** for all Emergency Medical and Emergency Travel Expenses incurred in respect of any one **Insured Person**.

### Special Definitions applying to this Section

#### Emergency Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a **Medical Practitioner** and all **hospital**, nursing home and ambulance charges:

- A. incurred during an **Insured Journey** and within two years of the date that the need for treatment first arises.
- B. incurred within the United Kingdom or the **Insured Person's country of domicile** on return from an **Insured Journey** for an amount not exceeding GBP 50,000 per **Insured Person** and incurred within three months of the **Insured Person's** return the United Kingdom or **country of domicile**.

Dental and optical expenses are included only if necessitated by **Bodily Injury** following an **Accident** or incurred for emergency treatment.

#### Emergency Travel Expenses

The additional costs incurred on an **Insured Journey** (less any saving by or recovery available to the **Insured Person** concerned) of travel, accommodation, rescue and repatriation incurred upon the recommendation of CEGA in respect of the **Insured Person** or of any business colleague relative or friend who have necessarily to travel to or remain with or escort the **Insured Person** or the **Insured Person's** baggage.

#### Funeral Expenses

If during the course of an **Insured Journey** the **Insured Person** dies **We** will pay up to a maximum of GBP 10,000 for the necessary cost incurred, with **our** prior consent, of funeral expenses and in the case of death outside the **Insured Person's country of domicile** the necessary cost of transporting the body or ashes and the **Insured Person's** baggage to their normal **country of domicile**.

#### Hospital Benefit

If during the course of an **Insured Journey** the **Insured Person** is admitted to a **hospital** on the recommendation of a **Medical Practitioner** **We** will pay GBP 50 per full 24 hours up to a maximum of 52 weeks while the **Insured Person** is a **hospital** in-patient outside the United Kingdom or their **country of domicile**.

In addition **We** will pay the necessary costs incurred by the **Insured Person's** immediate family in respect of travel and accommodation expenses in visiting the **Insured Person** in **hospital** up to GBP 100 per full 24 hours up to a maximum of GBP 10,000 any one **Insured Person**.

### Special Exceptions applying to this Section

#### We will not pay

1. for any Medical Expenses incurred in the **Insured Person's country of domicile** (other than as provided under Special Definition Medical Expenses B above) or for routine Medical Expenses EG check-ups and regular medication or for any form or elective, non-urgent treatment.

2. any claim if the **Insured Person** is travelling against medical advice given by a **Medical Practitioner** or, for the purpose of obtaining treatment.
3. any claim handled by CEGA where it is subsequently found that the **Person** receiving treatment or incurring costs is not an **Insured Person** on an **Insured Journey** in which **Event** such costs will be the sole responsibility of the **Insured**.
4. for any National or Citizen of the United States of America or any **Insured Person** who is domiciled in the USA for any trip to or within the USA.
5. the first GBP 50 of any claim.
6. for Medical Expenses within the United Kingdom or within the **Insured Person's country of domicile** where treatment is available under a national health system or equivalent scheme.
7. for routine medical expenses resulting from pregnancy or childbirth.
8. for any medical expenses resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth.

Also for any trips in excess of six months continuous duration the following exclusions will apply:

1. Any condition from which the *insured person* is known to be suffering and/or for which an *insured person* has received professional treatment or consultation during the 24 months preceding the date of the incident,
2. service or treatment at any long term care facility, Spa, Hydro Clinic or sanatorium that is not a *hospital*,
3. routine medical examinations (including vaccinations, the issue of medical certificates and attestations),
4. routine eye and ear examinations including the cost of spectacles, contact lenses and hearing aids,
5. any dental treatment which is not emergency dental treatment, prosthesis, corrective devices and medical appliances, false teeth, crowns, inlays and bridges, orthodontic and endodontic dental care,
6. sexually transmitted diseases.
7. Treatment of mental illness or psychiatric disorders.
8. Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date.
9. Treatment by a family member.
10. Treatment that is not scientifically recognised.
11. Treatment resulting from participation in war, riot, civil commotion or any illegal act including resultant imprisonment.
12. All costs relating to pregnancy or childbirth or resultant sickness or illness.
13. *Insured trip* taken against advice of a qualified medical practitioner.
14. Where an *insured trip* is specifically undertaken to have treatment.
15. Under influence of drugs or alcohol other than under direction of a *medical practitioner*.
16. Directly or indirectly any injury, illness, death or loss or expense attributable to HIV or any HIV related illness including AIDS.
17. Flying other than as a passenger.
18. Intentional self-inflicted injury or any attempt thereat.
19. Elective cosmetic surgery.
20. The first £250 of any claim.

## SECTION 6: POLITICAL AND NATURAL DISASTER EVACUATION EXPENSES

### Cover

#### Political Evacuation Expenses

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

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

#### We will pay:

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

#### Conditions applicable to Political Evacuation Expenses – See also General Conditions:

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

**Telephone:** +44 (0) 1243 621173

**Email:** assistance@cegagroup.com

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

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

#### Natural Disaster Evacuation Expenses

### Cover

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

#### We will pay:

1. up to the cost not exceeding the sum insured stated in the **Schedule** to return the **Insured Person** to their **Country of Domicile**; or

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

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

**Definitions applicable to Natural Disaster Evacuation Expenses – See also General Definitions for the meaning of other terms used within this Sub-Section:**

#### **Major Natural Disaster**

Shall mean:

- Geological event: Earthquake, Volcanic eruption.  
 Hydrological event: Maelstrom, Tsunami.  
 Climatic event: Hurricane, Tropical cyclone, Typhoon, Ice storm, Tornado.

**Conditions applicable to Natural Disaster Evacuation Expenses – See also General Conditions:**

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

**Telephone: +44 (0) 1243 621173**

**Email: assistance@cegagroup.com**

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

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

**Exclusions applicable to Political and Natural Disaster Evacuation Expenses – See also General Exclusions:**

**We** will not pay any claim:

1. where the **Insured Person** has breached or is accused of breaching the laws or regulations of the country from which they have to be evacuated;
2. where the **Insured Person** fails to produce or maintain immigration, work, residence or similar visas, permits or other documentation necessary to remain in that country;
3. due to debt, insolvency, commercial failure, the repossession of property or any other financial cause;
4. following the **Insured's** or **Insured Person's** failure to honour any contractual obligations or bond or to obey any conditions in a licence;
5. If the **Insured Person** is a national of the country from which they are to be evacuated;
6. where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its **Event** being foreseeable to the **Insured Person** before they entered the country;
7. for expenses necessarily incurred as part of the original travel budget;
8. where the **Insured Person** was travelling solely for leisure purposes;
9. where it is illegal or deemed by **Underwriters** to be too dangerous to evacuate the **Insured Person**.

## SECTION 7: MONEY AND CREDIT CARDS

### Cover

**We** will reimburse the **Insured** on behalf of the **Insured Person** concerned if during

- A. an **Insured Journey** or the 120 hours immediately preceding its commencement or subsequent to its completion an **Insured Person** loses **money**.
- B. an **Insured Journey** an **Insured Person** suffers financial loss solely as a result of a credit card being stolen or lost and subsequently used by any **Person** other than the **Insured Person** or a member of the **Insured Person's** family.

**We** will pay

up to the appropriate Sum Insured detailed in the **Schedule** in respect of any one **Insured Person**.

### Special Definitions applying to this Section:

#### Money

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

### Special Exceptions applying to this Section

**We** will not pay

1. for losses exceeding GBP 2,000 in respect of coin bank and currency notes.
2. for confiscation errors or omissions in receipts payments or accountancy or depreciation in value.
3. any claim for loss of a credit card unless the **Insured** or the **Insured Person** has complied with all the terms and conditions under which the card was issued where able to do so.
4. for any consequential loss.
5. the first GBP 50 of any claim.



## SECTION 8: LEGAL EXPENSES

### Cover

**We** will indemnify the **Insured** for Legal Expenses incurred by or on behalf of an **Insured Person** up to an amount not exceeding the sum Insured stated in the **Schedule** in pursuing a claim for damages against any third party who has caused the death or **Bodily Injury** of an **Insured Person** by an **Incident** occurring during an **Insured Journey** during the period of this insurance.

### Special Definitions applying to this Section

#### Legal Expenses

- A. Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings.
- B. Any costs payable by the **Insured Person** following an award of costs by any court and any costs payable following an out of court settlement to which **We** have agreed and which is made in connection with any Legal Proceedings.

#### Legal Personal Representative

A solicitor or other suitably qualified **Person** appointed to act for **Insured** or the **Insured Person** or their Legal Personal Representatives in any Legal Proceedings.

#### Legal Proceedings

The pursuit of a legal action in a civil court.

### Special Exceptions applying to this Section

**We** will not pay for:

1. Legal Expenses incurred without **our** prior written approval.
2. any claim reported to **Us** more than 60 days after the beginning of the **Incident** which led to the claim.
3. claims against **Us** or anyone acting on **our** behalf, or a travel agent, tour operator or carrier.
4. the continued pursuit of any claim where **We** consider the **Insured** or an **Insured Person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
5. Legal Proceedings between **Insured Persons**.
6. Legal Proceedings to obtain satisfaction of a judgement or legally binding decision, or Legal Proceedings brought in more than one country.
7. Legal Expenses incurred in connection with any criminal or wilful act.
8. Fines, penalties, compensation or damages imposed by a court or other authority.
9. The first GBP 50 of any claim.

## SECTION 9: PERSONAL LIABILITY

### Cover

**We** will indemnify the **Insured** on behalf of the **Insured Person** in respect of legal liability for damages arising from accidental

- A. **Bodily Injury** to any **Person**.
- B. loss of or damage to material **Property** happening during an **Insured Journey**.

**We** will pay

- A. up to GBP 2,000,000 for damages in respect of any one **Incident** and
- B. claimant's costs and expenses for which the **Insured Person** is legally liable in connection with the **Incident** giving rise to the claim and
- C. all other costs and expenses incurred with **our** written consent.

### Special Definitions applying to this Section

#### Bodily Injury

**Bodily Injury**, mental **Bodily Injury**, death, disease or **Illness**.

### Claims Settlement Conditions applying to this Section

#### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the **Insured** or the **Insured Person** without the written agreement of **Us**.

#### Final Settlement

**We** may at any time pay the **Insured Person** the amount for which a claim can be settled up to a limit of GBP 2,000,000 (less any sums already paid as damages). **We** will then be under no further liability in respect thereof other than for costs and expenses incurred prior to **Us** making such a payment.

#### Notification

The **Insured** shall give **Us** immediate written notice with full particulars of any claim or occurrence which may give rise to a claim.

Every letter, claim form, writ, summons and process must be forwarded to **Us** immediately.

The **Insured** shall notify **Us** immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim.

#### Subrogation Rights

**We** shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the **Insured Person** for **our** own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

### Special Exceptions applying to this Section

**We** will not pay the first GBP 50 of any claim furthermore, the indemnity will not apply to legal liability

1. arising out of
  - A. the **Insured Person's** profession trade or business.
  - B. the ownership possession or use by or on behalf of the **Insured Person** of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).
2. in respect of loss of or damage to any **Property** which at the time of the **Incident** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured Person**. This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the **Insured Person** where such legal liability has not been accepted by agreement.

## SECTION 10: TRAVEL DELAY

### Cover

If the departure (both original and subsequent) of the means of transport on which the **Insured Person** is booked to travel on an **Insured Journey** is delayed as a direct and necessary result of any cause outside the **Insured** or **Insured Person's** control including volcanic ash **We** will compensate the **Insured** for the inconvenience caused.

### We will pay

GBP 100 for each consecutive 4 hours up to a maximum of GBP 500 in respect of any one **Insured Person**.

### Special Exceptions applying to this Section

#### We will not pay

1. if the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the **Insured Journey** was booked.
2. if the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any port authority or the Civil Aviation Authority or any similar body in any country.
3. if the **Insured Person** has received any financial compensation from the airline concerned in respect of over booking of seats.
4. for the first 4 hours of any delay.

## SECTION 11: TRAVEL DOCUMENTS

### Cover

If in the 120 hours preceding or during an **Insured Journey** the **Insured Person** loses or damages their passport visa travel tickets or other essential travel documents **We** will reimburse the **Insured** for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the **Insured Person** to obtain replacements.

### We will pay

up to GBP 2,500 any one **Insured Person**.

### Special Exception applying to this Section

#### We will not pay

1. the first GBP 50 of any claim.
2. if the loss of passport or visa has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery.

## WHAT IS NOT COVERED (applicable to all Sections)

This insurance does not cover claims in any way caused or contributed to by:

1. **War**, whether **War** be declared or not, hostilities or any act of **War** or civil **War**;
2. **terrorism** occasioned by any nuclear, chemical or biological cause
3. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any **Person(s)**, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
4. nuclear reaction, nuclear radiation or radioactive contamination;
5. the **Insured Person** engaging in or taking part in armed forces service or operations;
6. the **Insured Person** engaging in flying of any kind other than as a passenger;
7. the **Insured Person** suicide or attempted suicide or intentional self-**Bodily Injury**;
8. the **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by the **Insured Person**;
10. the **Insured Person** being intoxicated by alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
12. any activities below, unless listed in the Recreational Activities Extension (unless the validating Certificate of Insurance is endorsed to include such activities). abseiling, alpine skiing (including off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice), American football, ballooning, curling, cycle touring, dry slope skiing, fencing, go karting, hockey, horse riding (excluding hunting/show jumping/eventing), ice skating, ice hockey, judo, lacrosse, martial arts, Nordic skiing, off road driving (excluding third party liability), paintballing, kayaking, canoeing or white water rafting grades 4 & 5 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rugby, ski bobbing/ski doo, snowboarding, weight lifting, wrestling.
13. the following are activities are excluded acrobatics; base jumping; bouldering; boxing; bungee jumping; canyoning; caving; free climbing; gliding; hang gliding; heli skiing; hunting; microlighting; mountaineering or rock climbing normally involving the use of ropes or guides; motor sports; parachuting; paragliding; paramotoring; parapenting; polo; potholing; ski flying; ski jumping; ski mountaineering; ski racing; ski randonee; ski stunting/acrobatics; sky diving; all forms of racing other than on foot; white water rafting in **Excess** of Grade 5; any form of operational duties as a member of the armed forces; professional sports; professional entertaining; sports tours or competitions; any other sport or activity not listed above which involves physical contact or a significant risk of **Bodily Injury** (except when stated in the validating Certificate of Insurance as being included).
14. driving or riding on motor cycles or motor scooters other than those under 200cc or where the **Insured Person**:
15. is found to have been driving at the time of the **Accident** with a level of alcohol in their blood above that permitted under prevailing legislation or
16. was not wearing a safety crash helmet, or
17. did not hold a current UK driving license and/or was unqualified to drive such motorcycle.
18. an **Insured Person** who has attained the age of 85 years or older.
19. There is no cover for Iran or North Korea

## HOW TO MAKE A COMPLAINT

**We** strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If **You** have a question or concern about **Your** policy **You** should, in the first instance follow the guidance notes or instructions in the insurance documentation. **Your** insurance advisor will also be able to advise **You** and provide assistance in this regard.

Alternatively, if **You** wish to contact **Us** directly **You** should either write or telephone:

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

Telephone: 0044 (0) 20 7959 1900  
Fax: 0044 (0) 20 7959 1901  
Email: [compliance2@antaresunderwriting.com](mailto:compliance2@antaresunderwriting.com)

In the unlikely **Event** that **You** remain dissatisfied and wish to make a complaint **You** can do so at any time by referring the matter to **Us** at the above stated address or the Complaints Team at Lloyd's at the following address:

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

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: 0044 (0) 20 7327 5693  
Fax: 0044 (0) 20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Should **You** remain dissatisfied after Lloyd's has considered **Your** complaint and **You** are NOT a policyholder in the UK, **You** should, in the first instance, seek advice from **Your** broker as to whom **You** should direct **Your** complaint.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

If **You** are a policyholder in the UK, **You** may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations, further information is available from:

Financial Ombudsman Service (FOS)  
Exchange Tower  
London  
E14 9SR  
Helpline: 0044 (0) 800 0234 567  
0044 (0) 20 7964 0500 (if outside UK)  
Switchboard: 0044 (0) 20 7964 1000  
Facsimile: 0044 (0) 20 7964 1001

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

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this policy but if **You** are not an eligible complainant then the informal complaint process ceases.

## COMPENSATION

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
Tel: 0044 (0) 20 7741 4100  
Helpline: 0044 (0) 800 678 1100  
Facsimile: 0044 (0) 20 7741 4101  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

The FSCS opening hours are:  
Monday to Friday 8:30am to 5:30pm excluding public holidays.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## SANCTIONS

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## CHOICE OF LAW

Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

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

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

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