

Global Shield[®]

Group Injury, Illness and Business Travel

Policy Wording

This Policy is a contract between the **Insured** (named in the **Schedule**) and Canopius Underwriting Limited on behalf of Syndicate 4444 at Lloyd's.

Provided the premium specified has been paid in the required manner the **Underwriters** will provide the insurance specified in this Policy and **Schedule** and any attached endorsements during the **Period of Insurance**.

All information supplied to the **Underwriters** by or on behalf of the **Insured** is deemed to be incorporated in and shall form the basis of this Policy.

Canopius Underwriting Limited
Registered in England No: 2473672
Registered Office: Gallery 9, One Lime Street, London, EC3M7HA

Canopius Underwriting Limited is an Appointed Representative of Canopius Managing Agents Limited, which is authorised and regulated by the Financial Services Authority. Canopius Underwriting Limited and Canopius Managing Agents Limited are member companies of the Canopius Group.



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Section 1 – Dispute and Complaints

The **Underwriters** are dedicated to providing the **Insured** and **Insured Person** with a high quality service and want to ensure that this is maintained at all times. If the **Insured** or **Insured Person** feels that the **Underwriters** have not offered a first class service please write and tell them and they will do their best to resolve the problem. The contact details for the **Underwriters** are:

Head of Accident & Health
Canopus Underwriting Limited
Gallery 9
One Lime Street
London EC3M 7HA

If the **Insured** or **Insured Person** has any questions or concerns about the insurance or the handling of a claim they should, in the first instance, contact their insurance intermediary.

If you have a problem concerning any aspect of your insurance please contact your insurance intermediary.

In the event the **Insured** or **Insured Person** remains dissatisfied and wishes to make a complaint it may be possible in certain circumstances for them to refer that matter to the Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance team is unable to resolve your complaint, it may be possible for the **Insured** or **Insured Person** to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect the rights of the **Insured** or **Insured Person** to take legal action.

Further details will be provided at the appropriate stage of the complaints process.

Section 2 – Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. The **Insured** or **Insured Person** may be entitled to compensation from the scheme if a Lloyd's insurer is unable to meet its obligations under this contract. If the **Insured** or **Insured Person** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: www.fscs.org.uk

7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN

Section 3 – General Conditions

1. Usual Country of Domicile

For **Insured Persons** not domiciled in the **United Kingdom** any reference to the **United Kingdom** shall mean an **Insured Person's** usual country of domicile.

2. Change of Business

The **Insured** shall, within a reasonable period of time, not exceeding thirty (30) days, notify the **Underwriters** of any change in their business, trade or profession.

3. Observance – Failure to Comply with Policy Conditions

The liability of the **Underwriters** to make any payment under this Policy shall be conditional upon the observance by the **Insured** of all terms, provisions, conditions and endorsements of this Policy. Where the **Insured** does not comply with any obligation to act in a certain way specified in this Policy, this may prejudice the **Insured's** position to recover under any claim.

4. Disclosure

The **Underwriters** shall not be exposed to liability under this Policy and the **Insured** shall have no rights hereunder unless at inception of this Policy and at the time of any amendment:

4.1 the **Insured** was not in breach of any common law duty in regard to non-disclosure or misrepresentation; and further

4.2 the **Insured** had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which **Underwriters** ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

Performance of these obligations shall be a necessary prerequisite to cover and in any proceedings by the **Insured** or between the **Insured** and **Underwriters** the burden shall in all circumstance be upon the **Insured** to establish that these obligations have been complied with.

5. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, it is a condition precedent to **Underwriters' liability** under this Policy that the **Insured** will ensure that notice is given to **Underwriters** in writing as soon as reasonably possible after the date of the occurrence and in any event within ninety (90) days. Such notice shall include full particulars of the occurrence.

Claims Correspondence and Notification:

The **Insured** should contact their insurance intermediary who sold them this Policy at the address and telephone number that will appear on the intermediary's correspondence.

6. Claims Co-operation

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

7. Applicable Law and Jurisdiction

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

8. Premium Adjustment

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

9. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

The **Insured** and the **Underwriters** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** can enforce the terms of this contract.

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

10. Access to additional materials

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

11. Right to Medical records and Medical examination

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

12. 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 false or fraudulent, the **Underwriters** shall be under no liability to make payment in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that the **Underwriters** have already paid. If this happens the **Underwriters** will not refund any premiums.

13. Other Insurance

Underwriters will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected. This condition only applies to Section 9 – Travel.

14. Interest

No sum payable under this Policy shall carry interest.

15. Limitation

In no case shall the **Underwriters'** liability in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.

If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the **Aggregate Limit of Liability**.

The **Underwriters** will not pay any claim sustained during a journey in excess of six (6) calendar months duration.

16. Cancellation

The **Underwriters** may cancel this Policy or any cover hereunder by giving sixty (60) days written notice to the **Insured** at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and the **Underwriters** shall return any unearned portion of the premium paid.

The **Insured** can cancel this Policy by giving thirty (30) days written notice to the **Underwriters**, c/o Canopus Underwriting Limited, Gallery 9, One Lime Street, London EC3M 7HA.

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention of one half of the annual premium or £250, whichever is the lesser.

An **Insured Person** has no rights of cancellation under this policy.

17. Attestation Clause

Each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

18. Data Protection Act 1998

It is understood by the **Insured** that any information provided to the **Underwriters** regarding the **Insured** will be processed by the **Underwriters**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

Section 4 – General Exclusions

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

1. **War**, but only if **Underwriters** give the **Insured** a minimum 168 hours written notice (sent by recorded or registered post) that General Exclusion 1 will be invoked.
Such notice shall be deemed to have been received by the **Insured** at the time and date that it is recorded as having been delivered to them at the address noted in the **Schedule**.
2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined.
5. travelling to any countries specified in the **Schedule**.
6. an **Insured Person** flying, except as a passenger in an aircraft licensed to carry passengers.
7. an **Insured Person** attempting to commit or committing intentional self-injury or suicide.
8. any criminal or illegal act by the **Insured** or **Insured Person**.
9. an **Insured Person** participating in professional sports.
10. deliberate exposure to exceptional danger (other than in an attempt to save human life).
11. operational duties as a member of the Armed Forces.
12. an **Insured Person** after the expiry of the **Period of Insurance** during which that **Insured Person** reaches age 80 years.

Section 5 – General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, **Schedule**, memorandum or endorsements and are shown in bold italic print.

1. **Annual Salary**
The total gross basic annual salary excluding payments for commission, bonus or overtime payable by the **Insured** to the **Insured Person** at the date an insured incident occurs, for those paid weekly **Annual Salary** will be calculated by taking the average gross basic weekly salary of the **Insured Person** for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.
2. **Benefit Period**
The maximum period from the date of **Total Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).
3. **Child or Children**
A dependent child up to the age of 18 years or up to the age of 23 years if in full time education.
4. **Deferment Period**
The period prior to the commencement of the **Benefit Period** during which no benefit is payable.
5. **Disability Income**
A **Temporary Partial Disablement** or **Temporary Total Disablement** suffered by an **Insured Person**.
6. **Employee**
Any person under a contract of employment, service or apprenticeship with the **Insured**.

7. **Excess**
The first amount of each and every claim that the **Insured** or **Insured Person** shall pay.
8. **Funeral Expenses**
Reasonable and customary burial or cremation expenses.
9. **Hi-jack**
The unlawful seizure or wrongful exercise of control of any publicly licensed conveyance in which an **Insured Person** is travelling as a fare-paying passenger.
10. **Hospital**
An institution which:
 - 10.1 has permanent full-time facilities for caring for patients overnight; and
 - 10.2 has facilities for the diagnosis and medical and surgical treatment of ill people by **Medical Practitioners**; and
 - 10.3 provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and
 - 10.4 is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.
11. **Hospitalisation**
An overnight stay in a **Hospital** as an in-patient, such confinement being certified as necessary by a **Medical Practitioner**.
12. **Ill or Illness**
An illness or disease that manifests itself during the **Operative Time**.
13. **Injury**
A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place.
14. **Insured**
The **Insured** as stated in the **Schedule**.
15. **Insured Person**
Any person stated in the **Schedule** as being an **Insured Person**.
16. **Kidnap/Kidnapped/Kidnapping**
The seizing, detaining or carrying away by force or fraud of an **Insured Person** without the consent of that **Insured Person** and without a lawful excuse, for the purpose of demanding cash, monetary instruments, bullion or the fair market value of any securities, property or services.
17. **Loss of Sight**
Permanent and total loss of Sight shall be considered as having occurred:
 - 17.1 in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or
 - 17.2 in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.
18. **Medical Practitioner**
Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (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:
 - 18.1 An **Insured Person**.
 - 18.2 A member of the immediate family of the **Insured Person**.
 - 18.3 An **Employee** of the **Insured**.
19. **Operative Time**
The extent, nature and period of cover noted on the **Schedule** and Operative Time Descriptions during which the **Insured** is covered by the terms and conditions of this Policy and the **Schedules**.
20. **Partner**
The spouse, common-law spouse or civil partner of an **Insured Person**.

21. **Period of Insurance**

The period shown in the **Schedule**.

22. **Permanent Total Disablement**

Definition 1: **Total Disablement** caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in their usual occupation with the **Insured** for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.

Definition 2: **Total Disablement** caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in any and every occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.

Definition 3: **Total Disablement** which has lasted for twelve (12) consecutive calendar months and entirely prevents the **Insured Person** from engaging in any occupation for which the **Insured Person** is suited by education, training or experience for the remainder of their life.

23. **Property**

Personal effects owned by or the responsibility of an **Insured Person** and **Business Equipment** which are taken by an **Insured Person** on or acquired during the **Operative Time**.

24. **Radiation**

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

25. **Schedule**

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

26. **Temporary Partial Disablement**

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

27. **Temporary Total Disablement**

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

28. **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** can 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 can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

29. **Total Disablement or Total Disability**

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

30. **Underwriters**

As stated in the **Schedule**.

31. **United Kingdom**

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

32. **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 amongst people or animals.

33. **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 amongst people or animals.

34. **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 amongst people or animals.

35. **War**

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- 35.1 Hostilities or warlike operations (whether war be declared or not).
- 35.2 Invasion, civil war, rebellion, insurrection, revolution.
- 35.3 Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs
- 35.4 Civil commotion assuming the proportions of, or amounting to, an uprising.
- 35.5 Overthrow of the legally constituted government.
- 35.6 Military or usurped power.
- 35.7 Explosions of war weapons.
- 35.8 **Terrorist activity.**
- 35.9 Murder or Assault subsequently proved beyond reasonable 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.

Section 6 – Operative Time and Descriptions

The applicable definition of **Operative Time** for each category of **Insured Person** is shown in the appropriate **Schedule** by means of the abbreviation herein.

OPERATIVE TIME shall mean a time during the **Period of Insurance** which is:

- OT1 **24 Hours a day**
24 Hours a day at any time, Worldwide.
- OT2 **Occupational Accidents Only including Commuting**
Whilst an **Insured Person** is engaged in their occupation with the **Insured**, including daily travel between normal residence and normal place of work.
- OT3 **Occupational Accidents Only excluding Commuting**
Whilst an **Insured Person** is engaged in their occupation with the **Insured**, excluding daily travel between normal residence and normal place of work.
- OT4 **Full Assault Cover**
Whilst an **Insured Person** is engaged in their occupation with the **Insured**, but only in respect of an **Injury** sustained as a result of robbery, hold-up, or attempt thereat or unprovoked malicious assault.
- OT5 **Robbery and Hold-up Cover**
Whilst an **Insured Person** is engaged in their occupation with the **Insured**, but only in respect of an **Injury** sustained as a result of robbery, hold-up, or attempt thereat.
- OT6 **Bombs and Explosives**
Whilst an **Insured Person** sustains an **Injury** as a result of any bomb or explosive device being maliciously placed at or in the vicinity of or sent to the **Insured's** premises including an **Injury** sustained during the evacuation of the **Insured's** premises as the result of a threat of bombs or explosive devices being maliciously placed but excluding an **Injury** sustained while an **Insured Person** is searching the **Insured's** premises for bombs or explosive devices.
- OT7 **Bombs Searches Cover**
Whilst an **Insured Person** sustains an **Injury** solely and directly as a result of the explosion of any bomb or explosive device and occurring whilst an **Insured Person** is acting upon the instructions of the **Insured** or the police authorities in searching the **Insured's** premises for such device.
- OT8 **Occupants of Vehicles including Loading and Unloading**
Whilst an **Insured Person** is mounting into, dismounting from or travelling in any vehicle owned by or leased to the **Insured** including loading and unloading of the vehicle and emergency roadside repairs.

- OT9 **Occupants of Vehicles excluding Loading and Unloading**
Whilst an **Insured Person** is mounting into, dismounting from or travelling in any vehicle owned by or leased to the **Insured** excluding loading and unloading of the vehicle and emergency roadside repairs.
- OT10 **Occupants of Vehicles**
Whilst an **Insured Person** is mounting into, dismounting from or travelling in any vehicle owned by or leased to the **Insured** including an **Injury** sustained in direct connection with the vehicle and emergency roadside repairs.
- OT11 **Road, Rail, Sea**
1. Whilst an **Insured Person** is mounting into, dismounting from or travelling in:
i. any road vehicle (whether mechanically assisted or not) as a passenger or driver;
ii. any railway train as a passenger;
2. Whilst an **Insured Person** as a pedestrian sustains an **Injury** involving any road vehicle or railway train;
3. Whilst an **Insured Person** is boarding, disembarking from or travelling in any passenger ship, ferry, boat or hovercraft as a fare paying passenger.
- OT12 **Sporting Activities**
Whilst an **Insured Person** is:
1. at any ground or premises where the **Insured** has arranged a fixture or training for the purpose of taking part in any sporting activity which has been notified to and accepted by **Underwriters** in writing; or
2. travelling other than by air, directly to and/or directly from fixtures or training sessions as a member of an organised party under the direction of the **Insured**.
- OT13 **Social Activities**
Whilst an **Insured Person** is engaging in any social activity organised by the **Insured**.
- OT14 **Inching and Crawling**
Whilst an **Insured Person** is working on the **Insured's** printing machines while they are being Inched and Crawled.
- OT15 **Away from Premises cover including commuting**
Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured**, involving travel to a point or points located away from the normal place of business 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). Daily travel between the normal residence and the normal place of work is included.
- OT16 **Away from Premises cover excluding commuting**
Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured**, involving travel to a point or points located away from 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). Daily travel between the normal residence and the normal place of work is excluded.
- OT17 **Business trips outside the United Kingdom**
Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured**, involving travel outside the **United Kingdom** 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).
- OT18 **Business and/or holiday trips outside the United Kingdom**
Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** and/or holiday travel outside the **United Kingdom** 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).
- OT19 **Business trips outside the United Kingdom including air travel within the United Kingdom**
Any trip commencing during the **Period of Insurance** in connection with the business of the **Insured** involving:
1. travel outside the **United Kingdom** and/or
2. air travel within the **United Kingdom** 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).

- OT20 **Business and/or holiday trips outside the United Kingdom including air travel within the United Kingdom**
Any trip commencing during the *Period of Insurance* in connection with the business of the *Insured* and/or holiday involving:
1. travel outside the *United Kingdom* and/or
 2. air travel within the *United Kingdom* 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).
- OT21 **Business trips outside the United Kingdom, air travel within the United Kingdom and trips within the United Kingdom involving an overnight stay**
Any trip commencing during the *Period of Insurance* in connection with the business of the *Insured* involving:
1. travel outside the *United Kingdom* and/or
 2. air travel within the *United Kingdom* and/or
 3. any travel within the *United Kingdom* provided such travel involves an overnight stay away from 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).
- OT22 **Business and/or holiday trips outside the United Kingdom, air travel within the United Kingdom and trips within the United Kingdom involving an overnight stay**
Any trip commencing during the *Period of Insurance* in connection with the business of the *Insured* and/or holiday travel involving:
1. travel outside the *United Kingdom* and/or
 2. air travel within the *United Kingdom* and/or
 3. any travel within the *United Kingdom* provided such travel involves an overnight stay away from home or the normal place of business and shall start from the time of leaving home or the normal place of business (whichever is left first) and continue until arrival back at home or the normal place of business (whichever is reached last).
- OT23 **Holiday trips outside the United Kingdom**
Any trip commencing during the *Period of Insurance* in connection with a holiday outside the *United Kingdom* 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).

Section 7 – Personal Accident

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within 24 months results in:

- 1.1 death, disablement or sustaining of medical expenses;
- 1.2 death or disablement solely as a result of unavoidable exposure to severe weather conditions;
- 1.3 disappearance of an **Insured Person**, and if after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of an **Insured Person** has occurred, the disappearance shall be considered to have been caused by an **Injury**;

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

2. Definitions Applicable to Personal Accident – See also General Definitions:

2.1 **Aggregate Limit of Liability**

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

2.2 **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** 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** 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 first recorded individual loss to the **Insured** arising out of the **Event**.

2.3 **Hemiplegia**

The permanent paralysis in one vertical half of a patient's body.

2.4 **Loss of Hearing**

Permanent, total and irrecoverable loss of hearing.

2.5 **Loss of Limb or Limbs**

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.

2.6 **Loss of Speech**

Permanent, total and irrecoverable loss of speech.

2.7 **Paraplegia**

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

2.8 **Quadriplegia**

The permanent and entire paralysis of both legs and both arms.

2.9 **Triplegia**

The permanent paralysis of three limbs.

3. Conditions Applicable to Personal Accident – See also General Conditions:

3.1 Where an **Insured Person** is under the age of 16 years the Accidental Death benefit will be limited to £10,000.

3.2 Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**:

3.2.1 **Permanent Total Disablement** shall read, "**Total Disablement** caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in any and

every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement.

3.2.2 **Disability Income** benefit will not be payable.

- 3.3 If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** and the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full for all monies paid to them in respect of such disappearance.
- 3.4 Any claim for **Disability Income** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim.
- 3.5 An **Insured Person's** weekly benefit for **Disability Income** will be calculated using their **Annual Salary** and dividing by fifty two (52), unless stated differently within the Policy.

4. Provisions Applicable to Personal Accident:

- 4.1 If an **Insured Person** is covered under Benefit 1 Accidental Death, but the benefit payable is less than for Benefits 2 - 4 and 8 - 11, the **Underwriters** will not pay more than the amount of the Accidental Death benefit (if an **Injury** does not immediately result in death) until at least thirteen (13) weeks after the date of the **Injury**.
- 4.2 If an **Insured Person** is not covered under Benefit 1 Accidental Death the **Underwriters** will not pay for Benefits 2 - 4 and 8 - 11, until at least thirteen (13) weeks after the date of the **Injury**, and the **Underwriters** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Injury**.
- 4.3 The **Underwriters** will not pay for more than one of the Benefits 1 - 4 in respect of the same **Injury**.

5. Exclusions Applicable to Personal Accident – See also General Exclusions:

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

- 5.1 for **Illness** not directly resulting from an **Injury**.

7.1 – Rehabilitation Expenses

1. What is Covered:

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

7.2 – Permanent Disability (Continental Scale)

If the **Schedule** indicates that the Permanent Disability (Continental Scale) is operative, the Benefit is payable as a percentage of the sum insured specified for Benefit 5 of the Personal Accident **Schedule**:

1. Senses and Faculties

1.1	Loss of Sight in one eye	100%
1.2	Loss of Hearing	100%
1.3	Loss of Hearing in one ear	50%
1.4	Loss of Speech	100%
1.5	Total loss of sense of taste and smell	30%

2. Face and Skull

2.1	Loss of whole of lower jaw	100%
2.2	Loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask	100%
2.3	Loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result	70%
2.4	Loss of bony substance of the skull in	
	all its thickness:	
	2.4.1 6sq. cm	30%
	2.4.2 3sq.cm	10%
2.5	Prominently raised facial scarring totalling:	
	2.5.1 15cm in length or 15sq.cm in area	20%
	2.5.2 5cm in length or 5sq.cm in area	5%

3. Bodily Organs and Spinal Column

3.1	Loss of one kidney	40%
3.2	Loss of whole of one lung	40%
3.3	Severe loss of spinal strength and mobility substantially and continuously restricting normal day to day domestic activity	50%
3.4	Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity	20%

4. Upper Limbs

		Right.....	Left
4.1	Loss of one arm or one hand	100%	100%
4.2	Complete immobility of shoulder	70%	60%
4.3	Complete immobility of elbow:		
	4.3.1 in unfavourable position	50%	40%
	4.3.2 in favourable position		
	(within 15 degrees of right angle)	35%	25%
4.4	Complete immobility of wrist:		
	4.4.1 in awkward position	35%	30%
	4.4.2 in straight position	25%	20%
4.5	Total loss of thumb	25%	20%
4.6	Partial loss of thumb:		
	one phalange	15%	10%
4.7	Complete immobility of thumb	15%	10%
4.8	Total loss of forefinger	15%	10%
4.9	Partial loss of forefinger:		
	4.9.1 two phalanges	10%	6%
	4.9.2 one phalange	5%	3%
4.10	Total loss of any other finger	5%	3%

5. Lower Limbs

5.1	Loss of leg at or above the knee	100%
5.2	Loss of leg below the knee	70%
5.3	Loss of a foot at or above the ankle joint	60%
5.4	Loss of half of foot	40%

5.5	Complete immobility of hip	50%
5.6	Complete immobility of knee	30%
5.7	Total or partial loss of kneecap with considerably restricted movement	30%
5.8	Total or partial loss of kneecap with full movement preserved	15%
5.9	Shortening of lower limb	
	5.9.1 by 5cm or more	30%
	5.9.2 by 3 to 5cm	20%
	5.9.3 by less than 3cm	10%
5.10	Loss of big toe	15%
5.11	Complete immobility of big toe	10%
5.12	Loss of any other toe	3%

6. Provisions Applicable to Permanent Disability (Continental Scale):

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

7.3 – Home Modification Benefit

1. What is Covered:

If as a direct result of an **Injury** during the **Operative Time** which results in a claim that is payable under any one of the Benefits 2 - 4 and 8 - 11, the **Insured Person** is required to modify their **Home** (limited to the modification for external or internal wheel chair access, internal guide rails, emergency alert system) necessary for the **Insured Person** to perform daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **Home**, the **Underwriters** will pay the cost incurred for such modifications to a maximum of £5,000.

This Benefit is only payable:

where such renovations are undertaken with the prior written agreement of the **Underwriters** and the agreement of the **Insured Person's** attending **Medical Practitioner**.

2. Definitions Applicable to Home Modification Benefit – See also General Definitions:

2.1 Home

Any house, flat, or mobile/park home of an **Insured Person**, which is their main permanent residence in the **United Kingdom**.

7.4 – Coma Benefit

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Coma**, the **Underwriters** will pay the **Insured** £350 per week for each full week of continuous unconsciousness up to a maximum period of fifty two (52) weeks.

2. Definitions Applicable to Coma Benefit – See also General Definitions:

2.1 Coma

A continuous unconscious state.

7.5 – Hospital and Convalescence Benefit (optional extension)

1. What is Covered:

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

Hospitalisation Benefit: payable up to thirteen (13) weeks. **Sum Insured:** £100 per week

The benefit payable for each over-night stay will be one seventh of the sum insured.

Convalescence Benefit: payable for a maximum of thirteen week **Sum Insured:** £50 per week

(13) weeks immediately after four (4) or more over-night's stay in **Hospital**.

The benefit payable for each day will be one seventh of the sum insured.

2. Definitions Applicable to Hospital and Convalescence Benefit – See also General Definitions:

2.1 Convalescence

A period of recuperation on the orders of a **Medical Practitioner** after **Hospitalisation** of at least four (4) nights.

3. Exclusions Applicable to Hospital and Convalescence Benefit – See also General Exclusions:

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

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

7.6 – Loss of Enjoyment of Life Benefit

1. What is Covered:

The **Underwriters** will pay 5% of the **Permanent Total Disablement** sum insured as stated in the **Schedule** to a maximum of £5,000 whichever is the lesser; for **Loss of Enjoyment of Life** to an **Insured Person** following a claim which is payable under Section 7, Benefits 2, 3.a), 3.b), 3.c)i), 4, 8, 9, 10 and 11.

2. Definitions Applicable to Loss of Enjoyment of Life Benefit – See also General Definitions:

2.1 Loss of Enjoyment of Life

An ***Injury*** to an ***Insured Person*** which is expected to necessitate the assistance of another person or a mechanical device to undertake two or more of the following activities for the remainder of the ***Insured Person's*** life:

- 2.1.1 dressing and undressing; or
- 2.1.2 washing, bathing and toileting; or
- 2.1.3 eating and drinking; or
- 2.1.4 general household duties, shopping and driving.

3. Conditions Applicable to Loss of Enjoyment of Life Benefit – See also General Conditions:

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

7.7 – Fracture Benefit (optional extension)

1. What is Covered:

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

1.1	Skull (excluding nose & teeth).	£250
1.2	Shoulder (scapula and clavicle).	£250
1.3	Arm (humerus, ulna and radius).	£250
1.4	Leg (femur, patella, tibia and fibula).	£250

2. Definitions Applicable to Fracture Benefit – See also General Definitions:

2.1 **Fracture**

A break in the full thickness of a bone.

2.2 **Osteoporosis**

The thinning of the bone out of proportion to age.

3. Exclusions Applicable to Fracture Benefit – See also General Exclusions:

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

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

7.8 – Optical Injury Benefit (optional extension)

1. What is Covered:

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

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

providing the cover is stated in the **Schedule**

2. Definitions Applicable to Optical Injury Benefit – See also General Definitions:

2.1 **Spectacles**

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

Section 8 – Illness

1. What is Covered:

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

2. Conditions Applicable to Illness Cover – See also General Conditions:

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

3. Exclusions Applicable to Illness - See also General Exclusions.

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

- 3.1 if an **Insured Person** has taken a drug unless it was taken on proper medical advice or instruction from a **Medical Practitioner** and not for treatment of any addiction;
- 3.2 directly or indirectly caused or contributed to by:
 - 3.2.1 an **Insured Person's** alcohol abuse or addiction;
 - 3.2.2 an **Insured Person's** infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named; or
 - 3.2.3 any disability, condition or **Illness** for which an **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty four (24) months prior to the effective date of an **Insured Person's** inclusion hereunder, until a period of twenty four (24) months has elapsed during which time an **Insured Person** has neither received nor required any medical or psychiatric treatment or counselling for the said disability, condition or **Illness**.

Section 9 – Travel

9.1 – Travel Medical and Emergency Expenses

1. What is Covered:

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

- 1.1 will reimburse the **Insured** for Medical Expenses and Canopus Evacuation Services reasonably and necessarily incurred by the **Insured** and/or **Insured Person** up to an amount not exceeding the Travel Medical Expenses sum insured and subject to the **Excess** stated in the **Schedule** for:
 - 1.1.1 expenses incurred outside the **United Kingdom** or within the Channel Islands for reasonable and customary medical, surgical, hospital, ambulance fees or other diagnostic treatment given or prescribed by a **Medical Practitioner**;
 - 1.1.2 transport and accommodation expenses for an **Insured Person** and up to two persons who, on the advice of a **Medical Practitioner**, need to travel to, remain with or escort the **Insured Person** back to the **United Kingdom**, such transport expenses being limited to a one-way economy ticket per person for the most appropriate method of transport;
 - 1.1.3 emergency dental expenses as advised by a **Medical Practitioner** as being necessary for the relief of pain and discomfort to enable an **Insured Person** to continue their trip; or dental expenses incurred as a result of an **Injury**;

2. During the Operative Time Underwriters will pay:

- 2.1 up to the Canopus Evacuation Services sum insured stated in the **Schedule**.
 - 2.1.1 reasonable transport and accommodation expenses necessarily incurred in returning an **Insured Person** to the **United Kingdom** as a result of the **Insured Person's** travelling companion sustaining an **Injury** and/or **Illness** provided the travelling companion commenced the journey, and had the intention of completing the journey with the **Insured Person**; or
 - 2.1.2 reasonable transport expenses of an **Insured Person** returning as a result of death, serious **Injury** or serious **Illness** of their **Partner**, **Relative** or business colleague in the **United Kingdom** provided that the **Insured Person's** journey had already commenced and the death, serious **Injury** or serious **Illness** was unforeseen at that time.
- 2.2 **Funeral Expenses** of an **Insured Person** incurred outside of the **United Kingdom** or expenses incurred in relation to transportation of the **Insured Person's** body or ashes and **Property** back to the **United Kingdom** up to an amount not exceeding the sum insured stated in the **Schedule**.
- 2.3 **Hospitalisation** within the Overseas Hospitalisation Benefit as stated in the **Schedule**.

3. Definitions Applicable to Medical and Emergency Expenses - See also General Definitions:

3.1 **Relative**

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

4. Conditions Applicable to Medical and Emergency Expenses – See also General Conditions:

- 4.1 Canopus Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim.
- 4.2 To avoid prejudicing the reimbursement of expenses, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems encountered without involving Canopus Evacuation Service.
- 4.3 In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

5. Exclusions Applicable to Medical and Emergency Expenses - See also General Exclusions:

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

- 5.1 if an **Insured Person** is travelling having received advice before departure from a **Medical Practitioner** not to do so.
- 5.2 if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy or National Insurance Programme.
- 5.3 after 12 months from the time of incurring the first expense.
- 5.4 for an **Insured Person** travelling for the purpose of obtaining medical treatment.
- 5.5 any claim that comes from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim comes from complications of pregnancy or childbirth.
- 5.6 for the cost of continuing;

regular medication or treatment or for any associated travel, accommodation or other expenses incurred in procuring such medication or treatment in respect of any condition for which medical advice or treatment was being followed at the time that the journey commenced.

9.2 – Medical Assistance

If medical assistance is required at any time whilst on a trip an **Insured Person** should ring the telephone number provided on the Canopus travel assistance card.

And provide:	1. The Insured Person's name and assistance card number.
	2. The Policy Number (if known).
	3. The name of the Insured Person's employer, company or organisation.
	4. The telephone, facsimile or telex number where an Insured Person can be contacted.
	5. The Insured Person's address abroad.
	6. Details of the medical problem, the hospital and treating doctor's details.

Medical assistance services provided:

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

9.3 – Property and Money

1. What is Covered:

Property

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

Business Equipment

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

Money

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

2. Definitions Application to Property and Money – See also General Definitions:

2.1 Business Equipment

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

2.2 Money

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

2.3 Valuables

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

3. Conditions Applicable to Property and Money – See also General Conditions:

- 3.1 Total loss or destruction of any article of **Property** not more than 3 years old will be settled on a new for old basis provided that the replacement article is not superior to or of better quality than the original.
- 3.2 If **Money** is collected from a bank for use during the **Operative Time** it will be covered for a period of one hundred and twenty (120) hours prior to the commencement of any journey and shall continue for the same period after termination of the journey or until deposited at a bank whichever occurs first.
- 3.3 Any financial loss caused by fraudulent use of cheques, charge, bankers' or credit cards, incurred by an **Insured Person** will be reimbursed to the **Insured** up to an amount not exceeding the sum insured stated for **Money** in Section 9 of the **Schedule**, subject to compliance with the conditions of use and other terms under which such cheques or cards have been issued.
- 3.4 An **Insured Person** will take all reasonable precautions for the safety of all **Property** and **Money**.
- 3.5 In the event of any claim in respect of any items of **Property**, the **Underwriters** are entitled to:
 - 3.5.1 keep or take possession of that item of **Property** and to deal with its salvage in a reasonable manner; or
 - 3.5.2 to repair or replace any items of **Property** for which **Underwriters** are liable.

4. Exclusions Applicable to Property and Money - See also General Exclusions

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

- 4.1.1 any single article in excess of £1,000.
 - 4.1.2 wear and tear, depreciation or gradual deterioration.
 - 4.1.3 mechanical or electrical failure.
 - 4.1.4 any process of cleaning, dyeing, restoring, repairing or alteration.
 - 4.1.5 more than a reasonable proportion of the total value of the set where the lost or damaged property is a part of a set or a pair.
 - 4.1.6 sports equipment lost or damaged whilst in use.
 - 4.1.7 loss of or damage to vehicles, their accessories or spare parts.
 - 4.1.8 loss of or damage to furniture, furnishings and household effects; or
 - 4.1.9 loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of carriers and outside the control of the **Insured Person**.
 - 4.1.10 theft or attempt of theft of **Valuables** when they are unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.
- 4.2 The **Underwriters** will not pay any claim for **Money** in respect of:
- 4.2.1 loss of cash in excess of £1,000.
 - 4.2.2 devaluation of currency or shortages due to errors or omissions during monetary transactions; or
 - 4.2.3 loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities as soon as the bank or authorities office allow.
- 4.3 The **Underwriters** will not pay any claim either for **Property** and **Money** in respect of:
- 4.3.1 loss or theft not reported to either the police or the transport carrier within forty eight (48) hours of discovery; or
 - 4.3.2 loss due to confiscation or detention by customs or any other authority.

9.4 – Travel Delay

1. What is Covered:

The **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the **Schedule** if unavoidable delays are experienced by an **Insured Person** due to the unexpected failure or disruption of pre-booked travel undertaken on behalf of the **Insured** during the **Operative Time** in which the **Insured Person** has planned to travel provided that they have followed the recommended guidelines for check in.

9.5 – Diversion or Missed Travel Connections

1. What is Covered:

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

- 1.1 the unexpected failure of or disruption to pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
- 1.2 **Injury** or illness of a fellow passenger or crew member of the pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
- 1.3 strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.
- 1.4 diversion of aircraft, sea vessel, publicly licensed passenger conveyance due to:
 - 1.4.1 **Injury** or illness of a fellow passenger or crewmember.

- 1.4.2 strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.

9.6 – Hi-jack, Kidnap and Hostage

1. What is Covered:

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

2. Provisions Applicable to Hi-jack

- 2.1 If during the **Operative Time** 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 fifty two (52) weeks from the date of **Hi-jack, Kidnap** or taken **Hostage** or until the **Insured Person** returns home, whichever is the earlier.

9.7 – Non-Travelling Partner Accidental Death

1. What is Covered:

The **Underwriters** will pay the **Insured** a £5,000 accident death benefit if whilst an **Insured Person** is travelling their **Partner** dies whilst in the **United Kingdom** as a result of an **Injury**.

2. Exclusions Applicable to Non-Travelling Partner Accidental Death - See also General Exclusions

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

- 2.1 if the **Partner** is travelling overseas at the time the death by **Injury** occurs.

9.8 – Children's Fund

1. What is Covered:

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

9.9 –Employee Replacement or Resumption of Assignment Expenses

1. What is Covered:

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

- 1.1 *Employee Replacement* - send a substitute person to complete the original business commitments and objectives of the **Insured Person**; or
- 1.2 *Resumption of Assignment* - return the original **Insured Person** whom the **Underwriters** have repatriated back to the **United Kingdom** following an event covered under Section 9.1 Travel Medical and Emergency Expenses, within ninety (90) days of such repatriation, to complete their original business commitments and objectives.

2. Definitions Applicable to Employee Replacement or Resumption of Assignment Expenses - See also General Definitions:

2.1 Expenses

Expenses reasonably and necessarily incurred in sending a substitute person or returning an **Insured Person**.

3. Exclusions Applicable to Employee Replacement or Resumption of Assignment Expenses - See also General Exclusions:

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

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

9.10 – Passport

1. What is Covered:

The **Underwriters** will reimburse the **Insured** for any costs or expenses incurred as a direct consequence of an **Insured Person** losing their passport, whether by theft or accidental means, up to an amount not exceeding the sum insured stated in the **Schedule**, provided the loss is reported to the police within twenty four (24) hours or as soon as is reasonably practicable thereafter.

9.11 – Kidnap and Hostage Expenses

1. What is Covered:

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

- 1.1 **Kidnapped**
- 1.2 taken **Hostage** for a period in excess of 72 hours which starts during the **Operative Time**.

2. Definitions Applicable to Kidnap and Hostage Expenses - See also General Definitions:

2.1 **Expenses**

Reasonable fees and expenses incurred by the **Underwriters'** to assist in the release of an **Insured Person**.

2.2 **Hostage**

The detention of an **Insured Person** 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 do or abstain from doing any act.

2.3 **Ransom**

Demanding of cash, monetary instruments, bullion, or the fair market value of any securities, property or services from the **Insured** or **Insured Person** resulting directly from a **Kidnapping** occurring during the **Period of Insurance**.

3. Conditions Applicable only to Kidnap and Hostage Expenses – See also General Conditions:

- 3.1 When a **Kidnap** or **Hostage** event has occurred or is believed to have occurred the **Insured** must:-
 - 3.1.1 inform the **Underwriters** and their representatives and provide whatever information is requested as soon as possible.
 - 3.1.2 inform, or allow the **Underwriters** and their representatives to inform the law enforcement authorities in the country where an insured event has occurred of the **Ransom** demand as soon as is practicable having regard for the personal safety of the **Insured Person**.

4. Exclusions Applicable only to Kidnap and Hostage Expenses - See also General Exclusions:

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

- 4.1 for the fraudulent, dishonest, or criminal acts of the **Insured** or **Insured Person**, or any person authorised by the **Insured**.
- 4.2 if the **Insured Person** is permanently residing or staying for more than 90 consecutive days in the country where the **Kidnapping** or **Hostage** taken occurs.
- 4.3 for **Kidnapping** of a child by its parent or legal guardian.
- 4.4 where the **Kidnap** or **Hostage** taking occurs in:
 - 4.4.1 any country located in Central or South America; or
 - 4.4.2 Iraq, Nigeria and the Philippines; or
 - 4.4.3 any country in which the United Nations armed forces are deployed.
- 4.5 if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy.

9.12 – Cancellation, Curtailment or Rearrangement Expenses

1. What is Covered:

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

- 1.1 advance payments, deposits and other charges which have not been, and will not be used but which become forfeit or payable under contract; or
- 1.2 reasonable additional travel and accommodation expenses.
- 1.3 £25 per day or part thereof to a maximum of ten (10) days in the event of an **Insured Person** attending jury service in the **United Kingdom**.

2. Conditions Applicable to Cancellation, Curtailment or Rearrangement Expenses – See also General Conditions:

- 2.1 Any claim resulting from an **Injury** or **Illness** must be made on the advice of a **Medical Practitioner**.

3. Exclusions Applicable to Cancellation Curtailment or Rearrangement Expenses- See also General Exclusions

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

- 3.1 that is the direct or indirect result of an **Insured Person** travelling or arranging to travel against the advice of a **Medical Practitioner**.
- 3.2 where an **Insured Person** decided not to travel, or continue to travel.
- 3.3 for redundancy of an **Insured Person**, unless such redundancy qualifies for payment under the United Kingdom Redundancy Acts.
- 3.4 due to the **Insured** or an **Insured Person's** financial circumstances.
- 3.5 as a result of the default of any provider (or their agent) for transport or accommodation, acting for the **Insured** or an **Insured Person**.
- 3.6 following the delay of public transport if an **Insured Person** fails to check in according to their itinerary.
- 3.7 following the delay or cancellation of public transport on the recommendation or orders of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body.

9.13 – Political and Natural Disaster Evacuation Expenses

1. What is Covered:

If whilst an **Insured Person** is travelling outside of the **United Kingdom** on business and:

- 1.1 officials 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
- 1.2 the **Insured Person** is expelled from or declared *persona non grata* in the country they are in; or
- 1.3 a **Major Natural Disaster** has occurred in the country the **Insured Person** is in necessitating their immediate evacuation in order to avoid personal risk of **Injury** or **Illness**.

2. Underwriters will pay:

- 2.1 up to the cost of a customary economy class air fare not exceeding the sum insured stated in the **Schedule** to return the **Insured Person** to the **United Kingdom**; or
- 2.2 up to the cost of a customary economy class air fare not exceeding the sum insured stated in the **Schedule** to deliver the **Insured Person** to the nearest place of safety; and
- 2.3 where the **Insured Person** is unable to return to the **United Kingdom**, the reasonable 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.

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

3. Definitions Applicable to Political and Natural Disaster Evacuation Expenses - See also General Definitions:

3.1 **Major Natural Disaster**

Shall mean:

Geological event: Earthquake, Volcanic eruption.

Hydrological event: Maelstorm, Tsunami.

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

4. Conditions Applicable to Political and Natural Disaster Evacuation Expenses – See also General Conditions:

- 4.1 Canopus Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim.
- 4.2 To avoid prejudicing the reimbursement of expenses, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems encountered without involving Canopus Evacuation Service.
- 4.3 In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

5. Exclusions Applicable to Political and Natural Disaster Evacuation Expenses - See also General Exclusions

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

- 5.1 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.

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.

due to debt, insolvency, commercial failure, the repossession of property or any other financial cause.

following the **Insured's** or **Insured Person's** failure to honour any contractual obligations or bond or to obey any conditions in a licence.

if the **Insured Person** is a national of the country from which they are to be evacuated.

where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Insured Person** entered the country.

for expenses necessarily incurred as part of the original travel budget.

where the **Insured Person** is travelling solely for leisure purposes.

where it is illegal or deemed by **Underwriters** to be too dangerous to evacuate the **Insured Person**.

9.14 – Legal Expenses

1. What is Covered:

The **Underwriters** will reimburse the **Insured** for legal expenses incurred by or on behalf of an **Insured Person** up to an amount not exceeding the sum insured stated in the **Schedule** in pursuing a claim for damages against any third party who has caused the death, injury or illness of the **Insured Person** by an incident occurring during the **Operative Time**.

2. Exclusions Applicable to Legal Expenses - See also General Exclusions

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

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

9.15 – Personal Liability

1. What is Covered:

The **Underwriters** will indemnify the **Insured** for legal liability to pay damages in respect of:

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

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

2. The **Underwriters** will indemnify the **Insured** for:

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

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

3. Definitions Applicable to Personal Liability - See also General Definitions

3.1 **Bodily Injury**

Death, injury, illness, disease and nervous shock.

3.2 **Material Property**

Property which is both material and tangible.

3.3 **Pollution**

3.3.1 Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and

3.3.2 All loss, damage or injury directly or indirectly caused by such pollution or contamination.

4. Conditions Applicable to Personal Liability - See also General Conditions

4.1 The **Insured** and/or an **Insured Person** or their legal personal representatives will give notice in writing to the **Underwriters** as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance.

4.1.1 Every claim notice, letter, writ or process or other document served on the **Insured** or an **Insured Person** shall be forwarded to the **Underwriters** immediately on receipt of the same.

4.1.2 Notice in writing shall be given to the **Underwriters** by the **Insured** or an **Insured Person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such event.

4.1.3 No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the **Insured** or an **Insured Person** without the prior written consent of the **Underwriters**.

4.2 The **Underwriters** shall be entitled at any time and at its own discretion to:

4.2.1 take over and conduct in the name of the **Insured** the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against all other parties or persons.

4.2.2 pay to the **Insured** the sum insured stated in the **Schedule** less any costs incurred by the **Underwriters** or any lesser sums for which any claim or claims under any section of this Policy can be settled. In this event the **Underwriters** shall not be under any further liability.

4.3 No Endorsement or Amendment to this Policy shall override the Terms, Limits, Conditions, Exclusions applicable to this section.

5. Exclusions Applicable to Personal Liability - See also General Exclusions

The **Underwriters** will not indemnify the **Insured** in respect of it's or an **Insured Person's** legal liability to pay damages:

- 5.1 arising out of the ownership, possession or use by or on behalf of an **Insured Person** of any:
 - 5.1.1 aircraft, aero spatial device or hovercraft.
 - 5.1.2 waterborne craft.
 - 5.1.3 mechanically propelled or horse drawn vehicle.
 - 5.1.4 caravan or vehicular trailer.
 - 5.1.5 firearm.
 - 5.1.6 animal.
- 5.2 for **Bodily Injury** to any family or household member of an **Insured Person** or any person who is under a contract of service or apprenticeship with the **Insured** or an **Insured Person** when **Bodily Injury** arises out of and in the course of their employment with the **Insured** or an **Insured Person**.
- 5.3 for loss of or damage to **Material Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person** or their family or household members.
- 5.4 arising directly or indirectly in connection with:
 - 5.4.1 the ownership or occupation of land or buildings.
 - 5.4.2 the carrying on of any trade, business or profession.
 - 5.4.3 any participant to participant injury whilst participating in or practising for any sporting event or similar.
 - 5.4.4 any fine or penalty.
- 5.5 attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** in the absence of such agreement.
- 5.6 for any kind of **Pollution**.
- 5.7 whilst acting in the capacity as an officer or member of a club or association.
- 5.8 for punitive and exemplary damages in respect of the United States of America or Canada.

Section 10 – Care first - Counselling and Information Service

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

Telephone: +44(0)207 111 1109

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

This means that your 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 your ‘duty of care’

Services	
Employee Assistance Programmes (EAPs)	<p>The UK Health and Safety Executive has stated that ‘Work-related stress, depression or anxiety is the leading cause of working days lost through work-related injury or ill health.’</p> <p>Helping managers and staff effectively resolve situation that may impact on their work performance is one of the best investments an employer can make.</p> <p>Every business has different requirements. Elements of the EAP can simply be combined to create a bespoke programme, providing the precise type and level of employee assistance needed.</p>
Management Support	<p>Provides managers with consultancy that enables them to deal effectively with a wide range of people problems. Some of the areas covered includes:</p> <ul style="list-style-type: none"> - Bullying and harassment - Sickness absence - Performance issues - Culture and diversity issues - Grievance - Disciplinary Procedures - Bereavement - Inter-personal difficulties
Telephone Counselling	<p>Care first’s confidential, professional telephone counselling service can help your employees proactively manage stress at work, by providing immediate emotional support, advice and practical information – 24 hours a day, 365 days a year.</p>
Critical Support Incident	<p>Critical and traumatic incidents can have severe, complex and significant effects on people. Timely professional interventions in times of crisis will help minimise the levels of disruption an incident may have on your organisation and its performance. Care first is available to respond 24 hours a day, via their Telephone Counselling Centre.</p>
Occupational Health	<p>Care first’s specialist partner offers a high quality, professional occupational health therapy service.</p> <p>Sickness absence is a significant cost to all businesses. Not only are there direct costs of salary and sick pay, but also management time, disruption and lost productivity. These indirect costs could be as high as twice that of the direct costs. In terms of returns on investment, saving a few days of absence per case could justify the cost of medical advice.</p> <p>There is a cost associated with this section. Care first can provide this upon request.</p>