

# **POLICY DOCUMENT**

# GROUP PERSONAL ACCIDENT & TRAVEL INSURANCE



# **About Your Policy**

This policy has been produced by Pen Underwriting Limited a managing general agent of the Company.

Your policy is made up of sections prepared from a proposal form or declaration or statement of fact provided by you or from your instructions or any information in connection with this insurance provided to Pen Underwriting Limited or the insurer or your insurance adviser.

This policy document explains the insurance provided under this contract.

Each section may include terms, definitions, conditions and exclusions unique to the section which should be read in conjunction with the policy definitions, conditions and exclusions.

An endorsement forms an addition to the section and varies the insurance provided by the section.

The schedule or appendix and any endorsement should be read together for precise details of your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements.

You should pay particular attention to any terms, conditions, limitations and exclusions including endorsements which may require you to take action.

Jonathan Turner

Executive Chairman of Pen Underwriting Limited

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# **Group Personal Accident & Travel Insurance**

This policy is a contract between the *Insured* and the *Company*, AIG Europe Limited.

The *Company* agrees to give the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included on the *Schedule*. This policy, the *Schedule* and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

The *Company* will only provide cover for those people who are shown as being insured on the *Schedule* or any attached memoranda or endorsements for the *Period of Insurance* as long as the required premium has been paid and the *Company* has accepted it.

The *Insured* should read this policy to make sure that they understand the cover provided and the limitations applying. If there are any elements of the cover that require clarification or do not meet the needs of the *Insured*, the *Insured* should in the first instance raise these with their insurance intermediary, where applicable.

This insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (https://register.fca.org.uk/).

AIG Europe Limited is registered in England under number 1486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of British Insurers.

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N8AW. Registered in England and Wales. Company Number: 5172311. www.penunderwriting.co.uk

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# **Claims Procedure**

The *Company* should be notified as soon as reasonably practical after the event that a claim is to be made. The claim may be rejected if it is made so long after the event that the *Company* is unable to investigate the claim fully. It may also result in the *Insured* (or *Insured Person* at the request of the *Insured*) not receiving the full amount claimed if the amount claimed is increased as a result of the delay.

For a claim under sections:

B1.1 - Medical and other Emergency Travel Expenses

B6 – Kidnap and Ransom

B7 - Political and Natural Disaster Evacuation

C – Crisis Containment Management

Please contact the 24 hour, 7 days a week emergency medical number immediately on:

Telephone: +44 (0)1273 456245

For a claim under sections:

B2 – Personal Property

B3 – Personal Money

Please notify:

# **Concierge Claims Service**

Telephone: **0344 892 0319** (UK Only)

+44 (0) 207 359 3433 (Worldwide)

E-Mail: <u>lifelinebaggageclaims@aig.com</u>

For a claim under all other sections, please notify:

## Personal Accident Claims Department,

AIG Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 345 602 9429 E-Mail: <u>claimsuk@aig.com</u>

The *Company* will ask for the completion of a claim form and for the claimant to provide all reasonable and necessary evidence (including receipts and invoices as applicable) required by the *Company* to support a claim at their own expense. If the information supplied is insufficient, the *Company* will identify the further information required. If the *Company* does not receive the information it needs, the *Company* may reject the claim or withhold payment until the information it may reasonably require is received. If a claim is made under section A, the *Company* may require information to show that the *Bodily Injury* is as a result of an *Accident*.

The *Insured Person* must give the *Company* permission to obtain any medical reports or other records needed from any *Medical Practitioner* who has treated the *Insured Person* otherwise the *Company* may not pay the claim.

The *Company* may ask the *Insured Person* to attend one or more medical examinations. If the *Company* does, the *Company* will pay the cost of the examination(s) and for any medical reports and records (and the reasonable costs of any person required to travel with the *Insured Person*, provided these expenses are agreed by the *Company* in advance). If the *Insured Person* fails to attend without reasonable cause, the *Company* may reject the claim. If an *Insured Person* dies, the *Company* has the right to ask for a post-mortem examination at its own expense. If this is refused, the *Company* may not pay the claim.

The *Company* may also contact third parties who have or who were to provide services to the *Insured* or *Insured Person* (for example an airline, travel company or hotel) to verify the information provided to support a claim.

If the *Insured*, the *Insured Person* or the claimant, does not comply with any reasonable request by the *Company* under this claims procedure, the *Company* may not pay the claim.

All claim payments under this policy will be made to the *Insured*. The *Company* will not pay an *Insured Person* or other person directly other than at the *Insured's* request and the *Company* has agreed to do so.

The receipt of the full claim payment will be a full discharge of all liability by the *Company* for the claim.

# **General Policy Definitions**

There are words and expressions used in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and *Schedule* (and any endorsements or memoranda attached to the *Schedule*), it is shown in italicised type with Initial Capital Letters. Plural forms of the words defined have the same meaning as the singular form.

Please read sections A, B, C and Policy Special Extensions of the policy for additional definitions applicable to those sections and subsections.

### Accident

A sudden, unexpected and specific event, external to the body which occurs at an identifiable time and place including *Exposure*.

### Biological Agent

Any pathogenic organism, or any toxin biologically or chemically produced, created or synthesised therefrom or any genetically modified organism.

### **Bodily Injury**

Identifiable physical injury to the *Insured Person's* body which is caused directly and solely by an *Accident*; is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a *Gradually Operating Cause*.

### **Business Partner**

Any person holding the position of partner or, in the case of a limited liability partnership, holding the position of member of the *Insured*.

# **Business Trip**

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

# Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecghou and Lihou.

### Chemical Agent

Any artificially created, produced or synthesised chemical toxin or compound or a substance derived from a genetically modified organism.

### Child

Any person who is under 18 years of age or under 25 years of age if in full-time education.

### Company

AIG Europe Limited.

### Contractor

Any person employed by the *Insured* on a temporary contract for services that the *Insured* has agreed to be included under this policy.

### Director

Any person holding the position of director of the *Insured* (but excluding non-executive directors or company secretary unless agreed in writing by the *Company*) or any person who is a member of the management or executive committee (or equivalent body) of a partnership.

# Domestic Staff

Any person employed on a salaried basis by a *Director* in one or more of the following capacities: nanny, house-keeper, au-pair, butler, driver, maternity nurse, tutor or personal trainer.

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# **Employee**

Any person under a contract of employment, contract of service or apprenticeship with the *Insured* who is not a *Director* or a *Business Partner*.

### Event

A sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to 72 consecutive hours and within a 10-mile radius of the event.

# Expatriate

An *Insured Person* who is not a *Secondee* and is resident in a country that is not their country of nationality or origin and who:

- a) has no definite date of return; and
- b) has taken permanent residency or citizenship or become naturalised in the designated country.

### Exposure

The deliberate emission, discharge, dispersal, release, spread or escape of any *Nuclear Agent*, *Biological Agent* or *Chemical Agent* as a result of *Terrorism* or other cause.

# **Gradually Operating Cause**

A cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single *Accident*.

# Hospital

An institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home including palliative care, a retirement home, an extended-care facility or a convalescence home.

### Insured

The legal entity or organisation shown on the Schedule.

# Insured Person

The person or persons described on the Schedule or any memoranda attached to the policy.

# Insured Trip

Any holiday trip which starts during the *Period of Insurance* and is scheduled to last for a maximum duration of twelve months.

### Medical Consultant

A *Medical Practitioner* or *Medical Specialist* (other than, an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*) who either holds a full-time National Health Service (NHS) Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with European Union Medical Directives (or foreign equivalents) or other similarly recognised body.

For dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

# Medical Practitioner

A medically qualified person other than an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*, who is currently registered with the General Medical Council in the *United Kingdom* (or foreign equivalent) to practise medicine.

# Medical Specialist

A person who is not an *Insured Person*, or related to an *Insured Person*, or an *Employee* of the *Insured*, who currently holds a recognised qualification and all the required accreditation to practise in a specific medical field in the *United Kingdom*, including, but not limited to, audiology or optometry, from a recognised body registered in the *United Kingdom* (or foreign equivalent).

## Nuclear Agent

Any fissile material emitting ionizing radiation or radioactivity.

# Operative Time

When the *Insured* or an *Insured Person* is covered by this policy. This is set out on the *Schedule* and described in this policy wording.

### Partner

A person who is an *Insured Person's* husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend.

### Period of Insurance

The period of time shown on the *Schedule* during which cover applies.

## Permanent Country of Residence

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

### Schedule

The document showing details of the *Period of Insurance, Insured Persons, Operative Time*, included policy sections and the *Sums Insured* which should be read with this policy.

### Secondee

An *Insured Person* who is not an *Expatriate* and who is resident in a country which is neither their country of nationality or origin and who:

- a) has been temporarily assigned to that country for employment purposes; and
- b) is resident and it is intended that they will be working in that country for a period in excess of 12 months in duration; and
- c) has a known date of return or it is known that they will be returning; and
- d) is working in that country under a permit or work visa and has not taken residency in the designated country (unless local law requires them to do so); and
- e) is employed by the *Insured* in a position for a specified contractual period.

### Sum Insured

The policy benefit or maximum amount of cover up to which the *Insured* can claim.

## **Terrorism**

Any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear.

### Trip

A Business Trip or an Insured Trip taken by an Insured Person during the Operative Time.

### United Kingdom

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

### War

Military action, either between nations or resulting from civil war or revolution.

# **Operative Times**

An *Insured Person* is only covered for the period of time shown on the *Schedule*. A full explanation of this *Operative Time* is shown below or, if different by endorsement to the *Schedule*.

# OP1 - 24 Hours a Day Worldwide Cover

At any time.

# OP2 - All Occupational Related Cover

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

## OT1 - Business Travel

Whilst an *Insured Person* is on a *Business Trip*, cover starting from the time of leaving their place of residence or
place of work, whichever occurs last, until return to their place of residence or place of work, whichever occurs first.

If an *OP2 - All Occupational Related Cover Operative Time* also applies under section A, cover is extended to include any time between leaving an *Insured Person's* place of residence at the start of the *Business Trip* and return to place of residence at the end of the *Business Trip*.

### OT2 - Business and Leisure Travel

- Whilst an *Insured Person* is on any *Trip*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work, whichever occurs first.
- If an OP2 All Occupational Related Cover Operative Time also applies under section A, cover is extended to include any time between leaving an Insured Person's place of residence at the start of the Trip and return to place of residence at the end of the Trip.

# Section A - Personal Accident

# Please check the policy schedule to determine if cover under this section is operative.

# **Section A - Personal Accident**

If an *Insured Person* sustains *Bodily Injury* during the *Period of Insurance* and *Operative Time* which within two years solely and independently of any other cause results in death, *Disablement*, or the incurring of *Accident Medical Expenses*, the *Company* will pay the *Insured* the *Sum Insured* shown on the *Schedule*.

# Additional definitions applicable to section A

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Accident Medical Expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all *Hospital*, nursing home and ambulance charges connected with a valid claim under items 1-6 of section A shown on the *Schedule*.

### Annual Salary

The total gross basic annual salary (but not including payments for national insurance, overtime, commission, dividend or bonus unless declared to and agreed by the *Company*) payable by the *Insured* to the *Insured Person* at the date *Bodily Injury* is sustained. For weekly paid *Insured Persons*, annual salary will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining *Bodily Injury* and multiplying this amount by fifty-two.

# Any One Accident Limit

The maximum amount the *Company* will pay in total under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same *Accident* or series of *Accidents* contributed to or caused by the same original cause, *Event* or circumstance.

### Deferment Period

The initial period of *Temporary Total Disablement* or *Temporary Partial Disablement* during which the *Sum Insured* under items 5 or 6 of section A shown on the *Schedule* is not payable.

### Dependent Adult

Any person who is dependent on the *Insured Person* for whom the *Insured Person* was in receipt of a carer's or attendance benefit from the State.

### Disablement

Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Permanent Partial Disablement, Permanent Total Disablement, Paraplegia, Quadriplegia, Hemiplegia, Triplegia, Full Thickness Burns, Fractures, Temporary Partial Disablement and Temporary Total Disablement.

### Face

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

# Fracture

A break in a bone into two or more pieces.

# Full Thickness Burns

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat.

# Gross Weekly Wage

The average weekly gross basic salary (excluding payments for overtime, commission, bonuses, dividends or national insurance contributions). For weekly paid *Insured Persons* this means the average gross weekly basic salary for the thirteen weeks prior to sustaining *Bodily Injury* (or the average for the period of employment if less than thirteen weeks). For monthly paid *Insured Persons* this will be calculated by dividing the *Insured Person's Annual Salary* by fifty-two.

## Hemiplegia

The permanent, total and irrecoverable paralysis of one leg below the hip and one arm below the shoulder on the same side of the body.

# Inpatient

An *Insured Person* who has gone through the full *Hospital* admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of *Bodily Injury*.

# Loss of Hearing

Permanent, total and irrecoverable loss of hearing resulting in the Insured Person being classified as Profoundly Deaf.

# Loss of Limb

In the case of a leg or lower limb

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

In the case of an arm or upper limb

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

### Loss of Sight

The permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The *Company* will consider loss of sight to be substantial if the loss of sight:

- a) in both eyes results in the *Insured Person's* name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

# Loss of Speech

Permanent, total and irrecoverable loss of the ability to speak.

### Non-Scheduled Aircraft Accumulation Limit

The maximum amount the *Company* will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same aircraft accident (this not being an accident involving a *Scheduled Aircraft*) or series of aircraft accidents contributed to or caused by the same original cause, *Event* or circumstance.

### Paraplegia

The permanent, total and irrecoverable paralysis of both legs below the hip, the bladder and rectum.

# Permanent Partial Disablement

A disability that is described under the extension to *Permanent Total Disablement* which is beyond hope of recovery and will in all probability continue for the remainder of the *Insured Person's* life.

### Permanent Total Disablement

A permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in their usual occupation which in all probability will continue for the remainder of their natural life as determined by a *Medical Consultant*.

### Personal Belongings

Clothing and personal articles which are the property of the *Insured Person*.

# Profoundly Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

# **Publicly Licensed Conveyance**

A licensed form of private or public transport.

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## Quadriplegia

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

# Scheduled Aircraft

An aircraft which flies from an internationally recognised airport on a published schedule that has more than 18 seats.

### Scheduled Aircraft Accumulation Limit

The maximum amount the *Company* will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the *Company* in the *Insured's* name for all *Insured Persons* suffering *Bodily Injury* in the same *Scheduled Aircraft* accident or series of *Scheduled Aircraft* accidents contributed to or caused by the same original cause, *Event* or circumstance.

### Temporary Partial Disablement

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

### Temporary Total Disablement

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

# Triplegia

The permanent, total and irrecoverable paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip.

# Extension applicable to section A Item 4b - Permanent Partial Disablement. (This extension is applicable if shown as being operative on the schedule).

# **Permanent Partial Disablement**

In the event an *Insured Person* sustains *Bodily Injury* which does not result in a payment under items 1-4a, of section A and item 4b of section A is shown as being operative on the *Schedule*, the *Company* will pay an amount for *Permanent Partial Disablement* for the amount shown under this extension or as a percentage of the *Sum Insured* for item 4a of section A, shown on the *Schedule*, depending on the degree of permanent disability following a medical assessment. The percentages of the *Sum Insured* payable under 4a of section A for specific disabilities are:

Specific Disabilities

Δ	Permanent severance or permanent	total and irrecoverable	loss of use of.
Д.	i cillianciil severance oi permanent	, total alia lilecoverable	1033 OI USC OI.

i)	one thumb	30%
ii)	forefinger	20%
iii)	any finger other than forefinger	10%
iv)	big toe	15%
v)	any toe other than big toe	5%
vi)	shoulder or elbow	25%
vii)	wrist, hip, knee or ankle	20%
viii)	jaw by surgical operation	30%
ix)	the back or spine (vertebral column)	
	with no injury to the spinal cord	35%

### Non-Specified Disabilities

B. A permanent partial disability which is not provided for under items 2-4a of section A as shown on the *Schedule* or any of the specific disabilities noted under A i)-ix) above up to a maximum of 100% of item 4a of the *Schedule* (please see non-specified injury assessment below).

# **Additional Payments**

C.	Paraplegia	£50,000
D.	Quadriplegia	£125,000
E.	Hemiplegia	£25,000
F.	Triplegia	£75,000

# Non-specified injury assessment

a) If the *Insured Person* suffers *Bodily Injury* to a part of the body that is listed on the *Schedule*, items 2-4a of section A or listed under the specific disabilities table above items A i)-ix):

The Company will ask the Medical Consultant, Medical Practitioner or Medical Specialist who treated the Insured Person's injury to assess the degree of their post-Accident impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide the Company with justifiable evidence to support their assessment, the Company will appoint an independent Medical Specialist to make this assessment. This may require them to examine the Insured Person and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

The *Company* may also ask an independent *Medical Specialist* to examine the *Insured Person* and/or review their medical records and other medical reports to obtain a second opinion. The *Company* may also ask the *Insured Person's* treating *Medical Consultant, Medical Practitioner* or *Medical Specialist* to review and comment on the assessment made by the independent *Medical Specialist* the *Company* appoints to reach a joint agreement.

Once the *Company* is in receipt of the assessment(s) it will then calculate as a percentage disablement to the nearest *Permanent Disability* item shown on the *Schedule* to arrive at a claim payment amount. The *Insured Person's* occupation or age will not be a relevant factor in assessing the relevant percentage.

b) If the *Insured Person* suffers *Bodily Injury* to a part of the body that is not listed in section A on the *Schedule* under items 2-4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table above items A i)-ix):

The *Company* will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a of section A. To do this the *Company* will ask the treating *Medical Consultant*, *Medical Practitioner* or *Medical Specialist* that treated the *Insured Person's* injury to review the impairment and disability and provide the *Company* with their assessment. If they are unable or unwilling to do this in a timely manner or if or they are unable to provide the *Company* with justifiable evidence to support their assessment, the *Company* will appoint an independent *Medical Specialist* to make this assessment. This may require them to examine the *Insured Person* and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

The *Company* may also ask an independent *Medical Specialist* to examine the *Insured Person* and/or review their medical records and other medical reports to obtain a second opinion. The *Company* may also ask the *Insured Person's* treating *Medical Consultant, Medical Practitioner* or *Medical Specialist* to review and comment on the assessment made by the independent *Medical Specialist* the *Company* appoints to reach a joint agreement.

Once the *Company* is in receipt of the assessment(s) it will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The *Insured Person's* occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of *Disablement* results from one *Accident* the percentages from each will be added together, but the *Company* will not pay more than 100% of the *Sum Insured* under item 4a of section A of the *Schedule* other than for *Permanent Partial Disablement* items C-F which will be payable in addition to the amount payable under item 4a.

Other than as provided for above, if a claim is payable for loss of, or loss of use of a whole part of the body, a claim for any component of that whole part cannot also be made.

# Provisions applicable to section A

- If an *Insured Person* goes missing during the *Operative Time* and after a suitable period of time it is reasonable for the *Company* to believe that the *Insured Person* has died as a result of *Bodily Injury* during the *Period of Insurance*, the *Company* will pay the *Sum Insured* shown on the *Schedule* to the *Insured* provided that the *Insured* signs an agreement that if it later transpires that the *Insured Person* has not died, any amount paid will be refunded to the *Company*.
- 2. If an *Insured Person* suffers *Bodily Injury* as a result of exposure to severe weather conditions, an insect or animal bite, unintentional drowning, poisoning or asphyxiation, this will be considered to have been caused by an *Accident* under the terms of this policy.
- 3. Under section A of the *Schedule*, the *Company* will only pay for the *Bodily Injury* an *Insured Person* has suffered if it is directly as a result of the *Accident*. Any existing physical impairment or medical condition an *Insured Person* has before the *Accident* will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the *Accident*. The *Company* will ask an

*Insured Person's Medical Practitioner* (if suitably qualified) or the *Medical Specialist* that treated them to make these assessments (or an independent *Medical Specialist* or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.

- 4. If an *Insured Person* is not a *Business Partner, Director* or *Employee* of the *Insured* then *Permanent Total Disablement* will be defined as "a permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in paid employment for which they are suited by way of training, education or employment which in all probability will continue for the remainder of their natural life. In addition, no claim for *Temporary Total Disablement* or *Temporary Partial Disablement* will be payable under items 5 and 6 of section A.
- 5. The *Sum Insured* under item 1 of section A as shown on the *Schedule* for an *Insured Person* who is a *Child* will be limited to £25,000 except where an *Insured Person* is aged between 16 and 18 years of age at the time of sustaining *Bodily Injury*, and is a *Business Partner*, *Director* or *Employee* of the *Insured*.
- 6. The amount the *Company* will pay will be reduced to 10% of the *Sum Insured* or £75,000, whichever is less, for items 1-3 of section A shown on the *Schedule* and no claim will be payable for items 4a, 4b, 5 and 6, for any *Insured Person* after expiry of the *Period of Insurance* during which that *Insured Person* reaches age 80.
- 7. Unless specifically agreed otherwise, the amount the *Company* will pay will be reduced to the *Sum Insured* shown on the *Schedule* or £10,000, whichever is less, for items 1-3 of section A and no claim will be payable for items 4a, 4b, 5 and 6, for *Bodily Injury* as a result of the *Insured Person* flying as a pilot (including ballooning, hang-gliding, paragliding, microlight flying).
- 8. If an *Insured Person* is not covered under item 1 but is covered under items 2-4b of section A as shown on the *Schedule*, the *Company* will not pay claims under items 2-4b if the *Insured Person* dies during the 13 week period following the date of the *Accident*. If the *Insured Person* is covered under item 1 but the *Sum Insured* is less than that for items 2-4b, the *Company* will only pay item 1 if the *Insured Person* dies in the 13 weeks following the date of the *Accident*.
- 9. The *Company* will only pay one of the items 1-4b under section A of the *Schedule* in respect of the same loss, and the amount paid will be for the cover item that most closely describes the loss and any payment made under items 5 and 6 of section A will stop when the *Company* pays the full amount due under items 1-4b.
- 10. Where a period of *Temporary Total Disablement* is less than seven consecutive days the amount the *Company* will pay for each working day will be calculated as a percentage of the *Insured Person's* normal days/hours of work per week in accordance with their contract of employment and applied to the amount specified on the *Schedule*.
- 11. If the *Company* has extended the policy to include cover for dividends, payments under any of the items 1-5 of section A, they will be treated as being the *Insured Person's Annual Salary* or *Gross Weekly Wage* provided that such dividend payments are paid instead of wages/salary, they are declared and are shown with the *Insured's* accounts and they are consistent and reasonable with the *Insured's* trading position on a continuing basis.
- 12. The *Company* will not pay a benefit under the extensions to section A for the burns benefit, facial scarring benefit and fracture benefit in addition to a claim under items 1-4b of section A.
- 13. If a claim or series of claims from one event exceeds the *Scheduled Aircraft Accumulation Limit*, the *Non-Scheduled Aircraft Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Company* will pay either the limit shown on the *Schedule* or reduce each claim made proportionately until the combined total does not exceed the limit shown on the *Schedule*.

# **Extensions applicable to section A**

# 1. Burns benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in *Full Thickness Burns*, the *Company* will pay at the request of the *Insured* the amount specified below dependent on the extent of the injury:

i) 27% or more of the body surface £10,000 ii) between 18 - 26% of the body surface £5,000 iii) between 9 - 17% of the body surface £1,500

Up to a maximum payment of £10,000 for all *Full Thickness Burns*. The *Company* will not pay this benefit in addition to extensions 4 - Cosmetic surgery benefit and 9 - Facial scarring benefit.

# 2. Childcare expenses

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 5 of section A, the *Company* will reimburse the *Insured* at their request the reasonable additional expenses necessarily incurred as a direct result of the *Bodily Injury* for a period of up to 104 weeks from the date of *Bodily Injury* to engage the services of a registered childcare provider subject to a maximum payment in all of £5,000 or until the amount payable for item 5 is no longer payable, whichever is the sooner.

### 3. Coma benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in the continuous unconscious state of the *Insured Person*, the *Company* will pay the *Insured* at their request £50 per day (or part day) of continuous unconsciousness, up to a maximum of 730 days. Any claim the *Company* pays under this extension is in addition to any amount paid under extension 13 - Hospitalisation benefit.

# 4. Cosmetic surgery benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim under items 2, 3 or 4b of section A as shown on the *Schedule* and the *Sum Insured* for those items is more than £50,000, the *Company* will pay at the request of the *Insured* up to £7,500 for the documented costs incurred for cosmetic reconstructive treatment (other than for injury as a result of a surgical procedure) as recommended by the treating *Medical Practitioner*, if incurred within a period of 730 days of the *Accident*. The *Company* will not pay this benefit in addition to extensions 1 - Burns benefit and 9 - Facial scarring benefit.

### 5. **Dependent adult benefit**

In the event of a *Bodily Injury* resulting in death of an *Insured Person* and a benefit amount is shown for such *Insured Person* for death under section A - item 1 of the *Schedule*, the *Company* will pay the *Insured* the amount of £25,000 for each *Dependent Adult* as shown on the *Schedule*. This benefit is payable in addition to the amount payable for death.

# 6. Dependent children additional payment

- a) In the event of a *Bodily Injury* being sustained by an *Insured Person* who is a *Director, Employee* or *Business Partner* that results in a valid claim under item 1 of section A, at the request of the *Insured* the amount payable will be increased if they have a dependent *Child.* The *Company* will pay as an additional amount the greater of £5,000 or 5% of the *Sum Insured* for item 1 for each dependent *Child.* The additional cumulative amount paid in respect of all dependent *Children* will not exceed 25% of the *Sum Insured* for item 1 as shown on the *Schedule* or £500,000 in all, whichever is the lesser.
- b) In the event that an *Insured Person* who is a *Director, Employee* or *Business Partner* and their *Partner* suffer a fatal injury in the same *Accident* and leave a dependent *Child*, the *Company* will pay at the request of the *Insured* double the *Sum Insured* for item 1 of section A, subject to a maximum additional cumulative sum payable in all of £500,000. If the *Company* pays a claim under extension 6(b) it will not also pay a claim under 6(a).

# 7. Domestic help

In the event of a claim being paid for any of the items 2 to 5 of section A, the *Company* will reimburse the *Insured* at their request up to 5% of the *Sum Insured* for items 2-5, subject to a maximum of £10,000 in all, for in-home domestic services reasonably and necessarily incurred while recovery is in progress, as well as a chauffeur service to and from the *Insured Person's* usual place of work if an *Insured Person* recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport. Payment will cease when the *Company* pays items 2-4b or stops paying item 5 of section A.

# 8. Executor expenses

In the event of a claim being paid for item 1 of section A death, the *Company* will reimburse the *Insured* at their request up to £1,000 in all for reasonable and necessary administration costs required by the executor to the estate of the *Insured Person* whilst the administration of the estate is being arranged.

# 9. Facial scarring benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a permanent and visible scar to the *Face*, the *Company* will pay the *Insured* at their request the amount specified below dependent on the extent of injury as determined by a *Medical Practitioner*. A scar to the *Face* that is:

i) 2.5 to 5 centimetres in length or square centimetres in area £1,500 ii) over 5 centimetres in length or square centimetres in area £2,500

Up to a maximum payment of £10,000 for all scarring of the *Face*. The *Company* will not pay this benefit in addition to extension 1 - Burns benefit and 4 - Cosmetic surgery benefit.

# 10. Fracture benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a *Fracture* that does not result in a claim payment under items 3-4b of section A, the *Company* will pay the *Insured* at their request the amount specified below dependent on the *Fracture* sustained. *Fracture* of the:

i) hip or pelvis (excluding coccyx or thigh)	£1,000
ii) femur or heel	£500
iii) skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper	r
or lower arm (including the wrist but not a Colles' fracture)	£500
iv) spine (vertebrae but excluding coccyx)	£1,000

Up to a maximum payment of £5,000 for all *Fractures*. The *Company* will pay a *Fracture* benefit only once during the lifetime of the policy if the *Insured Person* is diagnosed with osteoporosis prior to or as a result of the *Accident* that results in a claim under this policy.

# 11. Funeral expenses

In the event of a claim being paid for item 1 of section A death, the *Company* will pay the *Insured* at their request the reasonable and necessary funeral expenses incurred up to a maximum of £5,000 any one *Insured Person* and subject to the total amount payable under both section A and section B1.2 not exceeding £10,000 in all. Funeral expenses do not include refreshments following the funeral service, death notices or obituaries. If death occurs whilst on a *Trip*, Pen Assistance can arrange the transportation of the *Insured Person's* body to their *Permanent Country of Residence* or the local funeral/cremation. Please refer to section B1.3 for contact details.

# 12. Home and workplace alteration expenses

# a) Home alteration

In the event of a claim being paid for item 4a of section A and this is as a result of *Paraplegia* or *Quadriplegia* following *Bodily Injury*, the *Company* will reimburse the *Insured* at their request and with the *Company's* prior written consent 80% of the costs for the reasonable expenses necessarily incurred to adapt the *Insured Person's* usual home to cater for the physical changes necessarily required in living with the permanent disablement.

# b) Workplace alteration

In the event of a claim being paid for items 2, 3 or 4a of section A, the *Company* will reimburse the *Insured* with its prior written consent for the reasonable expenses necessarily incurred to make reasonable adjustments in adapting the *Insured Person's* normal place of business/work to cater for the physical changes necessarily required in living with the permanent disablement.

Up to a maximum payment in all for both items 12(a) and (b) of £25,000.

### 13. Hospitalisation benefit

The *Company* will pay the *Insured* at their request £50 per day (or part day) up to a maximum of 365 days in the event of the *Insured Person* being admitted to a *Hospital* as an *Inpatient* as a result of *Bodily Injury*. The amount the *Company* will pay will be increased to £100 per day (or part day) on public or bank holidays. Any claim the *Company* pays under this extension will be in addition to any amount paid under extension 3 - Coma benefit.

# 14. Independent financial advice

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a claim for item 1 or item 4a of section A, the *Company* will pay the *Insured* at their request up to £2,000 for the fees charged by an Independent Financial Consultant who is authorised and regulated by the Financial Conduct Authority, to provide the *Insured Person's* legal representatives with professional financial advice.

# 15. Lifesaver

If an individual (who is not an *Insured Person* or a member of the emergency services) sustains *Bodily Injury* whilst trying to save the life of an *Insured Person* that results in the death or *Permanent Total Disablement* of that person, the *Company* will pay at the request of the *Insured* £25,000 to this person (or to their legal representatives in the event of their death) up to a maximum payment of £100,000 for all persons.

### 16. Loss of personal property following bodily injury

Where an unprovoked assault results in the *Insured Person* sustaining *Bodily Injury* and also results in loss of or damage to the *Insured Person's Personal Belongings*, or where the *Insured Person* is hospitalised as a result of *Bodily Injury* and the *Insured Person's Personal Belongings* are lost by the hospital or ambulance, the *Company* will reimburse the *Insured* at their request up to £1,500 in all for the replacement or repair of the *Personal Belongings*.

# 17. Partner and children paraplegia and quadriplegia

Cover is automatically extended under each category of *Insured Person* shown on the *Schedule* to include *Partners* and *Children* provided an *Insured Person* shown on the *Schedule* is a *Business Partner*, *Director* or *Employee* of the *Insured*. The *Operative Time* and cover are:

Operative Time. OP1 – 24 Hours a Day Worldwide Cover

Cover for: Paraplegia. Sum Insured £ 25,000
Quadriplegia. Sum Insured £100,000

In the event of *Paraplegia* or *Quadriplegia* of the *Partner* or *Child*, the *Company* will pay at the request of the *Insured* the *Sum Insured* specified.

# 18. Post-traumatic stress disorder – terrorism

If during the *Operative Time* an *Insured Person* directly witnesses an act of *Terrorism* whilst travelling on a *Publicly Licensed Conveyance* and, without sustaining physical injury, suffers Post-Traumatic Stress Disorder (diagnosed by a suitably qualified *Medical Consultant*) which, within 6 months of witnessing such act, results in their *Temporary Total Disablement*, the *Company* will pay the *Insured* at their request 50% of the amount payable for item 5 up to a maximum payment of £300 per week and for a maximum period of 16 weeks or the period of *Temporary Total Disablement*, whichever is the lesser. This extension is only applicable where a *Sum Insured* is shown on the *Schedule* under item 5 of section A that covers the *Insured Person*.

### 19. **Prosthesis cover**

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 2 or item 3a of section A as shown on the *Schedule* and the *Sum Insured* for those items is more than £50,000, the *Company* will pay the *Insured* at their request up to a maximum of £10,000 in all for the costs of providing a prosthesis recommended by the treating *Medical Practitioner* for the lost limb(s).

# 20. Psychological Assistance

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 4a or 4b of section A for more than 50% of the *Sum Insured* shown on the *Schedule*, the *Company* will pay the *Insured* at their request up to £5,000 in all for the cost of professional psychological counselling treatment for the *Bodily Injury* provided that such treatment is started within 12 months of the date of the *Accident* and it is prescribed by the treating *Medical Practitioner*. Pen Assistance can help in finding a suitable counselling provider. Please refer to section B1.3 for contact details.

# 21. Recruitment costs

# a) following death or permanent total disablement

In the event of a valid claim for item 1 or item 4a of section A as a result of the *Bodily Injury* of a *Business Partner*, *Director* or *Employee*, the *Company* will reimburse the *Insured* at their request for the reasonable, necessary and documented recruitment costs incurred in engaging a replacement *Insured Person* up to a maximum of £10,000 in all. The *Company* will not pay this extension in addition to extension 22a - Retraining expenses - employee or employee's partner.

### b) following suicide

In the event of death of a *Business Partner, Director* or *Employee* of the *Insured* as a result of suicide or attempted suicide, the *Company* will reimburse the *Insured* at their request for the reasonable, necessary and documented recruitment costs incurred in engaging a replacement *Insured Person* up to a maximum of £12,000 in all.

# 22. Retraining expenses – employee or employee's partner

# a) employee

In the event of a claim being paid for items 2, 3a, 3b or 4a of section A, the *Company* will reimburse the *Insured* at their request for the reasonable and necessary expenses incurred in retraining the *Business Partner, Director* or *Employee*, for an alternative occupation. The *Company* will not pay this extension in addition to extension 21a – Recruitment costs following death or permanent total disablement.

# b) the employee's partner

In the event of a claim being paid for item 4a, for a *Business Partner*, *Director* or *Employee*, the *Company* will pay at the request of the *Insured* the reasonable expenses incurred in training or retraining the *Insured Person's Partner* for gainful employment or to improve their employment prospects or to enable them to improve the quality of care they can provide for the *Insured Person*.

Up to a maximum payment in all for both 22(a) and (b) of £15,000.

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# 23. Temporary personnel replacement expenses

In the event of a claim being paid for item 1 or item 4a of section A for a *Business Partner, Consultant, Director* or *Employee*, the *Company* will reimburse the *Insured* at their request up to £2,500 for the reasonable costs incurred in the 3 month period directly following *Bodily Injury* in the employment of a person on a temporary basis to directly replace the *Business Partner, Consultant, Director* or *Employee*, provided that such employment is arranged through a registered recruitment company. Cover will end when the *Company* pays item 1 or item 4a of section A or on the 90th calendar day after the *Accident*, whichever is the sooner.

# 24. Visiting expenses

In the event that an *Insured Person* is admitted to a *Hospital* as an *Inpatient* due to an *Accident* and the *Hospital* is more than 10 miles (16 kilometres) from their normal place of residence in the *United Kingdom* or their *Permanent Country of Residence*, the *Company* will pay at the request of the *Insured* the cost of transporting any person to visit the *Insured Person*, up to a maximum payment in all of £2,500. This is payable in addition to any other claimable expense under section B of this policy.

### 25. Visitor cover

In the event that a third party visits a premises owned by or leased to the *Insured* in a business capacity (other than a person who has been contracted by the *Insured* to work at the premises itself) and sustains *Bodily Injury* which would, had the visitor been an *Employee*, result in a valid claim under items 1 to 3a of section A, the *Company* will pay £25,000 to the *Insured* at their request, subject to a maximum payment of £250,000. No additional cover for visitors is provided under the other extensions to section A other than for visiting expenses.

# **Section B - Travel**

Please check the policy schedule to determine if cover under this section (and sub-sections) is operative.

# Section B1.1 - Medical and other Emergency Travel Expenses

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

# Additional definitions applicable to section B1.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# **Emergency Travel Expenses**

The reasonable additional transport and accommodation expenses and telephone charges (less any possible refund received or saving made) incurred by the *Insured*, or an *Insured Person* for a person who needs to travel to, remain with, or escort an *Insured Person*.

# Medical Expenses

The reasonable and necessary costs incurred outside the *United Kingdom*, or outside an *Insured Person's Permanent Country of Residence*, for medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges. Medical expenses include optical and pregnancy/childbirth expenses and dental expenses if incurred as a result of an emergency or if they are the result of *Bodily Injury*.

# Additional condition applicable to section B1.1

The *Insured* or an *Insured Person* must contact Pen Assistance as soon as possible in respect of injury or illness that results in the need for inpatient hospital treatment.

# Emergency Helpline: +44 (0)1273 456245 (24 Hour)

# **Extensions applicable to section B1.1**

### 1. Family visit

In the event of the hospitalisation of an *Insured Person* of more than 5 days as a result of serious injury or illness (as determined by the treating *Medical Practitioner*), the *Company* will pay for the reasonable additional transport and accommodation expenses incurred by the *Insured Person's Partner* and up to three dependent *Children* or two other persons who are the *Insured Person's* immediate relatives to visit the *Insured Person*. Cover will also be provided under section B for the same benefits as the *Insured Person*. In the event that only the *Insured Person's Partner* travels, the *Company* will pay for the necessary additional cost incurred to engage the services of a registered childcare provider for their dependent *Children* during the period of the visit.

# 2. Home country ongoing medical treatment

In the event of a valid claim under this section, the *Company* shall pay the costs of *Hospital* medical charges or emergency dental treatment charges necessarily incurred within the three months immediately following the date of return to the *United Kingdom* or the *Insured Person's Permanent Country of Residence*, up to a maximum payment of £50,000 in all.

# 3. Hospitalisation benefit

The *Company* will pay £50 per day (or part day) up to a maximum of 365 days in the event of an *Insured Person* being admitted to a hospital as an inpatient as a result of injury or illness. The amount payable will be increased to £100 per day (or part day) on public or bank holidays.

# Special condition applicable to Hospitalisation benefit

Where hospitalisation benefit for an *Insured Person* results from *Bodily Injury* the aggregate amount payable under this subsection and under section A - Extensions applicable to section A - Hospitalisation benefit (if included) will be one benefit amount, the higher, shown on the *Schedule*.

### 4. Hotel convalescence

If the *Company* has paid item 3 - Hospitalisation benefit above the *Company* will also pay £50 per day up to a maximum of 60 days for each day that the *Insured Person* is advised by the treating *Medical Practitioner* to remain in their hotel after being discharged from hospital.

### 5. Petcare

In the event that an *Insured Person* is hospitalised as an inpatient and this results in a delayed return for more than 24 consecutive hours at the end of the original pre-booked *Trip*, the *Company* will pay at the specific request of the *Insured* up to £300 for the additional costs necessarily incurred by the *Insured Person* for additional domestic cattery or kennel fees for pets owned by the *Insured Person*.

# 6. **Search and Rescue expenses**

If during the *Period of Insurance* whilst on a *Trip* outside the *United Kingdom* or *Permanent Country of Residence* an *Insured Person* is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- a. it is known or believed that the *Insured Person* may have suffered injury or illness; or
- b. local weather or safety conditions are such that it becomes necessary to do so in order to prevent the *Insured Person* from sustaining injury or suffering illness

the *Company* will reimburse the *Insured* for up to £50,000 for any one *Insured Person* and any one event in respect of the necessary and reasonable costs incurred by Pen Assistance and/or levied by recognised rescue, coastguard, police authority or other authority with specific responsibility in searching for such *Insured Person* and for bringing them to a place of safety.

# Specific conditions applicable to search and rescue extension

- a. The *Insured* and *Insured Persons* must comply at all times with local safety advice and adhere to recommendations prevalent at the time of the *Trip* or the excursion/activity whilst on a *Trip*.
- b. *Insured Persons* must not knowingly endanger either their own life or the life of any other *Insured Persons* or engage in activities where their experience or skill levels fall below those reasonably required for them to participate in such activities.
- c. Pen Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- d. Where it is reasonable and practical to do so, the *Insured* and/or *Insured Person* must make arrangements for search and rescue only with the involvement and/or agreement of Pen Assistance.
- e. The Company will only pay the Insured Person's proportion of any search and rescue operation.
- f. The *Company* will only pay up to the point where the *Insured Person* is recovered by search and rescue operation or at the time when the search and rescue authorities advise that continuing the search is no longer viable.
- g. A written statement from the rescue authorities involved in the search and/or rescue must be obtained and provided to the *Company* in the event of a claim.

### 7. United Kingdom emergency dental expenses

The *Company* will pay up to £500 for unforeseeable emergency dental expenses incurred for the relief of pain incurred in the *United Kingdom* provided that the *Insured Person* was on a *Business Trip* involving travel of more than 100 miles (160 kilometres) from their normal place of residence, the *Business Trip* is more than 3 consecutive days and the *Trip* involved an overnight stay or air flight. Pen Assistance can help in locating a private dental practice and issue payment guarantees to the dental practice, if required. Please call the emergency helpline above to access this service.

## 8. United Kingdom medical expenses

Cover is extended to include charges for *Medical Expenses* made by the *United Kingdom* National Health Service or a National Health Service Trust Hospital for *Insured Person*s specified on the *Schedule* whose *Permanent Country of Residence* is not the *United Kingdom* that suffer injury or illness whilst travelling to the *United Kingdom* on a *Business Trip* (but not including commuting to or from normal place of work). No amount will be paid for a claim that is recoverable under a more specific medical insurance policy or medical insurance program that covers the *Insured Person*.

# **Exclusions applicable to section B1.1**

This section of the policy does not cover any claim:

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

# **Section B1.2 - Repatriation Expenses**

If an *Insured Person* is injured or suffers illness during the *Period of Insurance* and *Operative Time*, the *Company* will pay directly or reimburse the *Insured* for any *Repatriation Expenses* reasonably and necessarily incurred as a direct result of the injury or illness, for up to two years from the date of injury or first diagnosis of illness up to the *Sum Insured* on the *Schedule*.

# Additional definition applicable to section B1.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### Repatriation Expenses

The cost of transportation of the *Insured Person* by any suitable means (including medical transport) to an appropriate medical facility or to an *Insured Person's* home in the *United Kingdom* or *Permanent Country of Residence* as recommended by the *Company's* appointed medical advisor in conjunction with the local attending or treating *Medical Practitioner*.

# Additional condition applicable to section B1.2

The *Insured* or *Insured Person* must contact Pen Assistance as soon as possible if injury or illness results in the need for inpatient hospital treatment or the possible need for repatriation otherwise the costs may not be reimbursed.

# Emergency Helpline: +44 (0)1273 456245 (24 Hour)

# Additional extension applicable to section B1.2

In the event of the death of an *Insured Person* whilst on a *Trip*, the *Company* will pay the reasonable funeral expenses, the reasonable additional costs to repatriate the *Insured Person's* remains and personal effects to the *United Kingdom* or the *Insured Person's Permanent Country of Residence* plus the additional travel and accommodation costs of the *Insured Person's* travelling companions to accompany the remains on return to the *United Kingdom* or the *Insured Person's Permanent Country of Residence* up to a maximum total of £10,000 in all. Pen Assistance can arrange the funeral/cremation and transportation of the *Insured Person's* body.

# **Exclusions applicable to section B1.2**

This section of the policy does not cover any claim:

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

# Section B1.3 - Pen Assistance

The network of Pen Assistance offices are available 24 hours a day, 365 days in the year. If assistance is required at any time please call the telephone helpline on:

# Telephone: +44 (0)1273 456245 (24 Hour)

# **Using Pen Assistance**

When Pen Assistance is contacted for assistance, the following information should be provided:

- 1) The Insured Person's name and Pen Assistance card number;
- 2) The telephone number on which the *Insured Person* can be reached;
- 3) The nature of the assistance;
- 4) The name of the *Insured Person's* employer, company or organisation.

# The medical assistance services include:

- **1) 24 hour service** 24 hours a day, 365 days a year by multi-lingual assistance coordinators, experienced in the procedures of hospitals and clinics worldwide.
- **2) Medical Expertise** On hand at any time to ensure that the most appropriate medical treatment is provided, or give medical advice.
- 3) Local Hospital Payment Arranging for hospitals and clinics to bill the *Company* directly where appropriate.
- **4) Air Ambulance** Emergency repatriation including use of air ambulance or scheduled airline depending on the circumstances of the case and if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will take an *Insured Person* to hospital or home address whenever necessary.

Medical assistance is only one aspect of the service. Pen Assistance also provides travel advice both before and during the trip and non-travel related assistance including:

- **1) Pre-Travel Advice** Helpful and relevant information to the traveller providing valuable help in preparation for the journey, including currency and banking regulations, visa details, health requirements and reciprocal agreements.
- **2) SMS or Email Travel Alerts** Regular alerts sent directly to *Insured Persons'* mobile phones or by email enabling them to stay ahead of changing political situations or severe weather conditions which might otherwise disrupt important travel.
- **3) Concierge Service -** A pre-travel concierge service is available enabling an *Insured Person* to plan ahead for travel, entertainment, dining and shopping. Advice is provided on an impartial basis.
- 4) Medical Referral To a suitable hospital, clinic or dentist for treatment.
- **5) Legal Referral** To an embassy, consulate or other source if legal consultation is needed, including an English speaking lawyer.
- 6) Emergency Medical Supplies -To help locate and send drugs, blood or medical equipment if unavailable locally.
- 7) Emergency Message Relay To pass on messages to family and business associates in an emergency.
- **8) Emergency Travel Service** Provides a complete emergency travel service in liaison with an *Insured Person's Medical Practitioner*, hospital or relatives to make all arrangements for people to visit an *Insured Person* who is hospitalised or ill abroad, including any receipted travel, accommodation, guide, interpreter, taxi, telephone and childcare expenses incurred on the recommendation of the Pen Assistance medical officers and within the constraints of the policy. Anyone who is required to travel abroad to visit an ill or hospitalised *Insured Person* will be insured under section B Travel.
- **9) Lost Ticket & Baggage Location** To help with replacement of lost or stolen tickets, passport or travel documents and help with locating lost baggage. If required Pen Assistance will help locate and dispatch contact lenses and glasses.
- **10) Emergency Cash Advance** To help with replacement of cash that has been lost or stolen overseas and advice on cancellation of lost or stolen financial cards or traveller's cheques. Any cash amount which is replaced will be deducted from any subsequent valid claim made under section B3 Personal Money or must otherwise be reimbursed to the *Company*.
- **11) Port/Airport Assistance** To liaise with carrier and advise if an *Insured Person* has been delayed on the way to departure point and if necessary make onward travel arrangements.
- **12) Funeral arrangements** Organising the repatriation of human remains and arranging the necessary import/export documents.

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- **13) Replacement travel documents** assistance in arranging replacement passports and visas if lost or stolen whilst on a *Trip* plus travel and accommodation alterations in connection with a claim under section B2 Personal Property.
- **14) Lost Keys -** assistance in sourcing tradesman in connection with a claim under section B2 Personal Property, however the *Company* will not arrange for the work to be carried out.
- **15) Security Awareness Training -** Access to an e-learning security and situation awareness program that can help the *Insured* to comply with their duty of care to *Insured Persons* who travel on business. It provides practical advice about personal security, preparation and arrival, travel health risks, getting around, street crime, robbery, kidnapping, terrorism and unrest and provides a verifiable audit trail that allows the *Insured* to benchmark awareness levels.
- **16) Counselling** help in finding a suitable counselling provider in connection with a claim under section A extension 20 Psychological Assistance.
- **17) Other non-insured services -** (These services are available at the *Insured's/Insured Person's* own expense) -The provision of interpreters at business meetings or the translation of documents and forwarding essential business documents and urgent messages.

# Web Information Service via:

www.mylifeline.co.uk

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

To access these internet services please register on the website. The insured's policy number is also required.

# **Section B1.4 - Legal Expenses**

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages or compensation against a third party who has caused physical injury to, or death or illness of, that *Insured Person* from an incident occurring during the *Period of Insurance* and *Operative Time*.

# Additional definitions applicable to section B1.4

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

## Legal Expenses

- a) The reasonable costs in obtaining the opinion of the *Legal Representative* upon the merits of pursuing a claim for damages or compensation prior to the commencement of any legal proceedings against the third party who has caused the *Bodily Injury*, death or illness of an *Insured Person*;
- b) Any costs, fees, expenses and other amounts reasonably incurred by the *Legal Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Company* on behalf of an *Insured Person* in connection with any such claim or legal proceedings;
- c) Any costs payable by an *Insured Person* following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings;
- d) Any fees, expenses and other amounts reasonably incurred by the *Legal Representative* in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

# Legal Representative

A Preferred Law Firm, solicitor, firm of solicitors, law firm or any appropriately qualified person, firm or company, appointed by the Company to act for the Insured in respect of an Insured Person in accordance with the terms of this sub section of the policy.

# Preferred Law Firm

A law firm or barristers' chambers the *Company* chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the claim and they should comply with the *Company's* agreed service standard levels.

# Additional conditions applicable to section B1.4

- 1. The *Company's* consent to pay *Legal Expenses* must firstly be obtained in writing before they are incurred. The *Company's* decision to grant to the commencement of legal proceedings will take into account the opinion of:
  - a) the Legal Representative, and
  - b) the Company's own Preferred Law Firm which may include an opinion from counsel upon the merits of the claim.
- 2. Consent will be given if:
  - a) the collective legal opinion of the *Legal Representative* and the *Company's* own *Preferred Law Firm* is that there is a reasonable prospect of success (more than 50%) for pursuing the legal proceedings; and
  - b) the cost in pursuing a claim is likely to be less than the amount of damages or compensation that the *Insured Person* is likely to receive; and
  - c) it is reasonable for *Legal Expenses* to be paid by the *Company*.
- 3. If the opinion of the *Legal Representative* and the *Company's* legal advisers differ, the *Company* may at its own cost obtain an opinion from a qualified barrister to be mutually selected, or if agreement upon selection cannot be reached, to be chosen by the President of the Law Society. This opinion will determine whether the *Company* gives its consent to the commencement of legal proceedings.
- 4. If the *Company* does not give its consent, then the *Company* will only pay for the reasonable costs in obtaining the initial opinion of the *Legal Representative* upon the merits of pursuing a claim for damages or compensation.
- 5. All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.
- 6. If following any successful claim or legal proceedings an award of costs is made in favour of the *Insured Person* or those acting on behalf of the *Insured Person*, any *Legal Expenses* paid by the *Company* will be reimbursed by the *Insured Person* or those acting on behalf of the *Insured Person* to the *Company* from the full amount of such costs awarded.
- 7. If the legal opinion (which determines whether the *Company* gives its consent to the commencement of legal proceedings) is that there is a reasonable prospect of success but the cost of pursuing a claim is likely to be more than the amount of damages or compensation that the *Insured Person* is likely to receive, the maximum the

Company will pay is the anticipated amount of damages or compensation or the Sum Insured stated on the Schedule, whichever is the lesser amount.

- 8. The *Insured* must consent for an *Insured Person* to make a claim under this section.
- 9. For Legal Expenses, the Company will not pay more than that it would have paid to a Preferred Law Firm.

# **Extensions applicable to section B1.4**

### 1. Bail bond

In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Trip*, at the request of the *Insured* only, the *Company* will provide up to £50,000 for a bail bond. The *Insured* must repay the amount loaned by the *Company* within 3 months of the date of payment, or immediately upon repayment by the local authorities or if the bail bond is forfeited by failure of the *Insured Person* to appear in court. The *Company* will require a satisfactory financial guarantee from the *Insured* to repay it. This extension will not be provided if the bail bond is obtainable under another insurance program. To access this service the *Insured* must contact Pen Assistance. Please refer to section B1.3 for contact details.

### 2. Court attendance

If a court requires an *Insured Person* to attend a court in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* up to £1,000 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

# 3. Legal detention

In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Trip*, the *Company* will at the request of the *Insured* pay the costs for a local legal representative to defend the *Insured Person* up to a maximum of £5,000. Pen Assistance can help in sourcing the legal representative. Please refer to section B1.3 for contact details.

# **Exclusions applicable to section B1.4**

This section of the policy does not cover any claim for:

- 1. Legal Expenses incurred in the defending of any civil claim or legal proceedings made or brought against the Insured Person.
- 2. fines or other penalties imposed by a court of criminal jurisdiction;
- 3. *Legal Expenses* incurred in connection with any criminal act deliberately or intentionally committed by the *Insured Person*:
- 4. Legal Expenses incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
- 5. any claim or circumstance notified more than two years after the incident from which the cause of action arose or where the *Insured* or *Insured Person* has failed to notify the *Company* of the incident giving rise to a claim within a reasonable time and the *Company* believes this failure has prejudiced its position;
- 6. Legal Expenses incurred by an Insured Person making a claim against the Insured, the Company or any organisation or person involved in arranging this policy;
- 7. Legal Expenses incurred before the Company has given its consent;

# **Section B1.5 - Personal Liability**

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for any legal liability to pay damages incurred by the *Insured Person* whilst on a *Trip* during the *Period of Insurance* and *Operative Time* as the result of:

- a) bodily injury, sickness or disease of any person, and/or
- b) accidental loss or damage to the property of any person.

In addition the *Company* will pay all costs and expenses incurred with its written consent in connection with the defence of any claims against an *Insured Person* that are covered under this section of the policy.

# Additional provisions applicable to section B1.5

- 1. No admission of liability, offer, promise or payment must be made without the *Company's* written consent.
- 2. The *Company* will, if the *Company* considers it necessary, take over and conduct the defence or settlement of any claim against the *Insured Person* and for that purpose can use the *Insured Person's* name. The *Company* can conduct the defence however it sees fit. In the course of conducting the defence the *Company* can pursue, at its own expense and for its own benefit, any claim against any other person(s).

3. The *Insured* and *Insured Person* must give the *Company* full assistance in defending or prosecuting any claim and will provide the *Company* with any information and documents available.

# **Extension applicable to section B1.5**

### Court attendance

If a court requires an *Insured Person* to attend a court in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* (or pay the *Insured Person* at the *Insured's* request) up to £1,000 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

# **Exclusions applicable to section B1.5**

This section of the policy does not cover any liability which is the result of:

- Bodily Injury to, or sickness or disease of, any person who is under a contract of employment, service or apprenticeship with the *Insured* or the *Insured Person* when injury results from their employment by the *Insured* or the *Insured Person*;
- 2. Bodily Injury to, or sickness or disease of a travelling companion of the Insured Person on the same trip or journey;
- 3. liability arising directly or indirectly, by or through, or in connection with, any mechanically or electrically propelled vehicle, aircraft, hovercraft or watercraft;
- 4. liability arising directly or indirectly, by or through, or in connection with:
  - a) the ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
  - b) any wilful, malicious or criminal act;
  - c) the carrying on of any trade, business or profession;
  - d) racing;
  - e) through the use of firearms (other than sporting guns being used for sport);
- accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the *Insured* or an *Insured Person* or any of their employees including *Domestic Staff* or any member of the *Insured Person's* family or household:
- 6. liability attaching to the *Insured* or an *Insured Person* under an express term of any contract, unless liability would have attached to the *Insured Person* irrespective of the express term;
- 7. liability for which payment should be more specifically claimed under any other insurance policy in the name of the *Insured* or the *Insured Person*,
- 8. any claim where the *Insured Person* is suffering from a psychological condition or which results from an *Insured Person* being under the influence of or affected by a drug or drugs (other than drugs taken under the direction of a *Medical Practitioner*) or solvents;
- 9. any claim resulting from sexually transmitted diseases.

# **Section B2 - Personal Property**

The *Company* will reimburse the *Insured* the amount paid by the *Insured* to an *Insured Person* (or pay the *Insured Person* at the *Insured's* request) for the cost of replacement or repair up to the *Sum Insured* on the *Schedule* if an *Insured Person* loses, has stolen or accidentally damages *Personal Property* or *Business Equipment* during the *Period of Insurance* and *Operative Time*. For *Business Equipment*, the *Company* will only pay the *Insured*.

# Additional definitions applicable to section B2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# **Business Equipment**

Any property (other than money, vehicles, vehicle parts or accessories) required for the *Insured Person* to undertake their duties for the *Insured* that are the property of the *Insured* and for which the *Insured Person* is responsible that are taken on or obtained during the *Business Trip*.

# Personal Property

Property owned by or in the custody or control of an *Insured Person* taken on or purchased during the *Trip* other than money, vehicle parts, vehicle accessories or *Business Equipment*.

# **Provisions applicable to section B2**

- 1. The *Company* will not pay more than £3,000 for any item unless the *Insured* or the *Insured Person* bears the first 25% of any amount in excess of £3,000, up to the replacement value of the item or the *Sum Insured*, if less.
- 2. The Company will not pay more than £500 for vehicle keys.

# **Extensions applicable to section B2**

### 1. Lost keys

If an *Insured Person* loses or has stolen the keys to their main home or motor vehicle in the *United Kingdom* or their *Permanent Country of Residence*, whilst on a *Trip*, the *Company* will pay for the cost of replacement keys or the cost (parts and labour) of replacing the lock(s) up to a maximum of £1,000. Pen Assistance can help in sourcing tradesman, however the *Company* will not arrange for the work to be carried out. Please refer to section B1.3 for contact details.

### 2. Replacement travel documents

If the *Insured Person* loses, has stolen or damages their passport, visa, travel tickets or other essential travel documents whilst on a *Trip*, the *Company* will pay the *Insured* or an *Insured Person* up to £2,000 for the reasonable and necessary additional travel and accommodation and the costs of replacing the lost or damaged items. Pen Assistance can help with replacement passports and visas plus travel and accommodation alterations. Please refer to section B1.3 for contact details.

# 3. Temporary loss of personal property

If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Trip*, the *Company* will pay up to £2,000 towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Company* will deduct the amount already paid for temporary loss from the payment.

# **Exclusions applicable to section B2**

This section of the policy does not cover any claim for:

- 1. any loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the transport in which they were being carried;
- 2. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
  - b) mechanical or electrical failure or breakdown;
  - c) any process of cleaning, dying, restoring, repairing or alteration;
- 3. loss of Money (as defined under section B3), bonds, negotiable instruments and securities of any kind;
- 4. loss or damage caused by delay, detention or confiscation by order of any government or public authority;
- 5. loss of or damage to *Personal Property* sent as freight or under an airway-bill or bill of lading.

# **Section B3 - Personal Money**

The *Company* will reimburse the *Insured* for the amount paid by the *Insured* to an *Insured Person* (or pay the *Insured Person* at the *Insured's* request) for the physical loss or theft of *Money* up to the *Sum Insured* on the *Schedule* which occurs during the *Period of Insurance* and *Operative Time*. The *Company* will also pay for the financial loss suffered as the result of fraudulent use of credit, debit or charge cards or mobile phone.

# Additional definition applicable to section B3

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### Money

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

# **Provisions applicable to section B3**

 The Company will not pay more than £3,000 for cash unless the Insured or the Insured Person bears the first 25% of any amount in excess of £3,000.

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2. The *Company* will pay for the loss or theft of a credit card, charge card or cash card which results in fraudulent use, if the *Insured Person* has complied with all the terms and conditions under which the card was issued.

# **Extension applicable to section B3**

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

# **Exclusion applicable to section B3**

This section of the policy does not cover any claim for shortages of *Money* due to confiscation or detention by Customs or other officials, error, omission or depreciation in value.

# Section B4.1 - Cancellation, Curtailment, Rearrangement, Replacement, Missed Departure & Travel Delay

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for this section if a *Trip* during the *Operative Time* and *Period of Insurance* is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of any cause outside the *Insured's* or *Insured Person's* control, unless the cause is a *Natural Catastrophe*, in which case the terms of the cover under section B4.2 will apply.

# **Cancellation or Curtailment**

Where the *Trip* has to be cancelled prior to departure or cut short following departure the *Company* will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

# Rearrangement

When pre-booked travel arrangements in connection with a *Trip* have to be altered, including *Missed Departure* and *Missed International Connection*, the *Company* will pay for the additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the *Insured Person* to continue the *Trip* or return to the *United Kingdom* or *Permanent Country of Residence*.

# Replacement

Where a *Trip* has to be cut short, the *Company* will pay for the additional costs necessarily incurred for travel and accommodation up to the *Sum Insured* shown on the *Schedule* less any amount recoverable elsewhere:

- a) to return an *Insured Person* to the *United Kingdom* or *Permanent Country of Residence*, and
- b) to send one replacement person to assume the duties of the original *Insured Person*, or
- c) to return the original *Insured Person* to resume their duties within six months of the date of curtailment.

# **Travel Delay**

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Company* will pay £75 per hour in excess of 4 hours delay up to a maximum of £1,000.

# Additional definitions applicable to section B4.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Conveyance

An aircraft, ship, train, coach, or similar means of transport which operates under a scheduled published timetable.

### Missed Departure

The failure of a *Conveyance* in which an *Insured Person* is travelling in order to reach the departure point at the beginning of a *Trip* for a journey that involves travel outside the *United Kingdom* or the *Insured Person's Permanent Country of Residence*.

# Missed International Connection

The failure of a *Conveyance* in which an *Insured Person* is travelling to arrive at its destination airport, port or station outside the *United Kingdom* or an *Insured Person's Permanent Country of Residence* at the published expected time of

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arrival which results in an *Insured Person* arriving too late to board an onward connecting aircraft, ship or train on which an *Insured Person* is booked to travel.

# Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

# Extensions applicable to section B4.1

# 1. Local authority assistance

If an *Insured Person* is required to extend their pre-booked *Trip* on the order of the local authorities to assist them in their enquiries over the disappearance of another *Insured Person* the *Company* will reimburse the *Insured* for the loss of any irrecoverable advance payments for transport and accommodation costs and the additional travel and accommodation expenses for the extended period.

# 2. Termination of employment

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

# **Exclusions applicable to section B4.1**

This section of the policy does not cover any claim as the result of:

- 1. a Natural Catastrophe,
- 2. the *Insured Person* deciding not to travel prior to commencement, (unless this decision is made as a result of Foreign and Commonwealth Office advising against all but essential travel (or other similar advice for *Insured Persons* not resident in the *United Kingdom*) and the advice had not been given before the *Trip* was booked) or, if on a *Trip*, deciding not to continue;
- 3. redundancy of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of the *Trip* departure date or once a *Trip* has started;
- 4. the *Insured's* or an *Insured Person's* financial circumstances;
- 5. the default of any provider (or their agent) of transport or accommodation acting for the *Insured* or an *Insured*
- 6. regulations made by any public authority or government or persons with the authority under legislation or licence to make regulations;
- 7. a claim that is recoverable under section B7 Political and Natural Disaster Evacuation;
- 8. for the delayed departure of the ship, aircraft or train on which an *Insured Person* is booked to travel, due to strike, labour dispute, mechanical breakdown or failure of a means of transport, where the delay lasts for less than 24 hours;
- 9. for the delayed departure of the ship, aircraft or train, due to strike or industrial action which existed or for which advance warning had been given before the date on which the *Trip* was booked;
- 10. curtailment on medical grounds that is not based on the recommendation of a *Medical Practitioner* and which does not also result in a valid claim under sections B1.1 or B1.2;
- 11. the delay of a ship, aircraft or train, if
  - a) the *Insured Person* fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; or
  - the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any port authority, rail authority or the Civil Aviation Authority or any similar body in any country.

# Section B4.2 - Cancellation, Curtailment, Rearrangement & Travel Delay due to a Natural Catastrophe

The *Company* will reimburse the *Insured* up to the *Sum Insured* on the *Schedule* for this section if a *Trip* during the *Operative Time* and *Period of Insurance* is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of a *Natural Catastrophe*.

# **Cancellation or Curtailment**

Where the *Trip* has to be cancelled prior to departure or cut short following departure the *Company* will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which, have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

# Rearrangement

When pre-booked travel arrangements in connection with a *Trip* have to be altered following departure, the *Company* will pay for the irrecoverable additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the *Insured Person* to continue the *Trip* or return to the *United Kingdom* or *Permanent Country of Residence*.

# **Travel Delay**

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Trip* is delayed, the *Company* will pay £75 per hour in excess of 4 hours delay up to a maximum of £750.

# **Extension applicable to section B4.2**

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the *Sum Insured* stated on the *Schedule*, provided the *Insured* or the *Insured Person* bears 50% of any amount in excess of the first £500 for each *Insured Person*.

# Additional definitions applicable to section B4.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

### Valid Claim

Any claim under this policy in respect of which, according to the terms of the policy, the *Insured* or an *Insured Person* is entitled to a payment from the *Company*.

# **Extension applicable to section B4.2**

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the *Sum Insured* stated on the *Schedule*, provided the *Insured* or the *Insured Person* bears 50% of any amount in excess of the first £500 for each *Insured Person*.

# **Exclusions applicable to section B4.2**

This section of the policy does not cover any claim as the result of:

- 1. a *Natural Catastrophe* that has occurred during the 30 days immediately prior to the *Insured* or an *Insured Person* pre-booking travel arrangements in connection with a *Trip*, if the *Trip* is cancelled, altered or delayed during the 14 days immediately following the date on which the *Trip* is booked as a result of that or a related *Natural Catastrophe*,
- 2. a claim made under section B4.2 if the *Insured* or an *Insured Person* makes a *Valid Claim* under section B4.1 which originates from the same loss;
- 3. a claim that is recoverable under section B7 Political and Natural Disaster Evacuation;
- 4. the *Insured Person* deciding not to travel or, if on a *Trip*, deciding not to continue;
- 5. the *Insured's* or an *Insured Person's* financial circumstances;
- 6. the default of any provider (or their agent) of transport or accommodation acting for the *Insured* or an *Insured Person*,
- 7. strike or labour dispute.

# **Section B5 - Hijack**

The *Company* will pay the *Insured* £500 for each period of 24 hours that an *Insured Person* is forcibly or illegally detained as the result of a *Hijack* which starts during the *Period of Insurance* and *Operative Time* up to the amount specified on the *Schedule*.

# Additional definition applicable to section B5

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### Hiiack

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

# **Section B6 - Kidnap and Ransom**

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

The maximum payable under this section is the amount specified on the *Schedule* for any one event and in all (aggregate limit) in any one 12 month period of insurance for all losses under this section occurring during a 12 month period of insurance for *Ransom* and expenses, and a further £50,000 for any one event and in all (aggregate limit) in any one 12 month period of insurance for *Consultant Costs*.

# Additional definitions applicable to section B6

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### Consultant Costs

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

### Detention

The holding under duress of an *Insured Person* for whatever reason, other than *Kidnap*, and irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by other parties.

### Extortion

The making of illegal threats either directly or indirectly to the *Insured* to kill, injure or abduct an *Insured Person* and then demand specifically from assets of the *Insured* or an *Insured Person* a *Ransom* as a condition of not carrying out such threats.

### Kidnap

The illegal actual, alleged or attempted taking and holding captive of one or more *Insured Persons* by persons who then demand specifically from assets of the *Insured a Ransom* as a condition of the release of such captive(s).

# Ransom

Cash and/or marketable goods or services surrendered or to be surrendered by or on behalf of the *Insured* (with the approval of a senior officer of the *Insured*) to meet either a *Kidnap* or an *Extortion* demand.

# Additional conditions applicable to section B6

## 1. Sanctions

The *Company* shall not be deemed to provide cover and the *Company* shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Company's* parent company or the *Company's* ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

- 2. Any benefit or claim under this section will not be covered to the extent that the provision of cover, payment of a claim or provision of a benefit would be contrary to the laws of any country where cover is provided.
- 3. If an incident occurs which may result in a covered event the *Insured* must contact the Pen Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

# WORLDWIDE

**+44 (0)1273 456245** (24 Hour)

If the Pen Assistance phone line has not been contacted as soon as possible, then no claim will be paid.

# **Exclusions applicable to section B6**

This section of the policy does not cover any claim that is the result of:

- 1. the fraudulent, dishonest, or criminal or otherwise unlawful acts of any person authorised by the *Insured* to have custody of the *Ransom*;
- 2. any Insured who has had kidnap insurance cancelled or declined in the past;
- 3. any claim for an *Insured Person* within their *Permanent Country of Residence*,
- 4. any *Kidnap* or *Kidnap for Ransom* which occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela, Yemen or any other region or country to which the *Insured Person* has travelled where the *United Kingdom* Foreign and Commonwealth Office has advised against "all travel or all travel due to the threat of kidnap" (or other similar advice for *Insured Persons* not resident in the *United Kingdom*) prior to the commencement of the *Trip*,
- 5. any amount of money that the *Insured* becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the *Insured* in defence of such action, resulting from alleged negligence or incompetence in *Hostage* retrieval operations or negotiations following the *Kidnap* of an *Insured Person* or alleged negligence in not preventing the *Kidnap* of an *Insured Person*,
- 6. any amount of money, property or other consideration surrendered to any person other than those responsible for making a previously communicated *Ransom* demand to the *Insured* or any person authorised to act on behalf of the *Insured*.

For *Detention* only this section of the policy does not cover any claim that is:

- 1. for a period of less than four (4) consecutive hours;
- 2. as a result of any actual or alleged violation of the laws of the host country by an *Insured Person* which would be a criminal offence if committed by the *Insured Person* in the jurisdiction where the *Insured's* headquarters are located as specified on the *Schedule* or of which the *Insured Person* is a national, unless the *Company* determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political propaganda or coercive effect upon or at the expense of the *Insured* or the *Insured Person*, or
- 3. due to the failure of an *Insured Person* to properly procure or maintain immigration, work, residence or similar visas, permits or other documentation.

# **Section B7 - Political and Natural Disaster Evacuation**

The Company will reimburse the Insured for Evacuation and Repatriation Costs and for Expenses due to Political Evacuation, Natural Disaster or Political Instability for an Insured Event which occurs during the Period of Insurance and Operative Time. The maximum the Company will pay under this section is £50,000 for any one event and £100,000 in all (aggregate limit) in any one 12 month period of insurance for Evacuation and Repatriation Costs and a further £150 per Insured Person per day for a maximum of thirty days for Expenses.

# Additional definitions applicable to section B7

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Advisory

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

# Appropriate Authorities

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

### **Evacuation and Repatriation Costs**

Reasonable costs incurred by the *Insured* or an *Insured Person* for the emergency evacuation of an *Insured Person* within thirty days prior to an *Insured Event*, and ten days after an *Insured Event* to the nearest place of safety or for the repatriation of an *Insured Person* to their *Home Country* and returning the *Insured Person* back to the *Host Country* when the situation has stabilised and when the *Local Authorities* advise it is safe to do so. Evacuation costs will be paid once per *Insured Person* per *Insured Event*.

### Expenses

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

### Home Country

The country in which the *Insured* is based as specified on the *Schedule* or the country of citizenship of the *Insured Person*.

### **Host Country**

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

# Insured Event

Any occurrence described under Political Evacuation, Natural Disaster or Political Instability.

### Natural Disaster

A volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire in the particular country or region in which the *Insured Person* is travelling.

# Political Evacuation

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

# Political Instability

Political or military events involving a *Host Country* such that the *Appropriate Authorities* issue an *Advisory* ordering the departure of all *Home Country* governmental personnel in non-emergency positions and their dependants from the *Host Country*, or such that the *Insured* receives direct instructions or recommendation to evacuate from the *Appropriate Authorities*. All such interrelated events will be considered a single event and all losses arising from it will be considered a single loss.

# Additional condition applicable to section B7

If an incident occurs which may result in an *Insured Event* the *Insured* has the option to contact the Pen Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

# **WORLDWIDE**

**+44 (0)1273 456245** (24 Hour)

# **Provisions applicable to section B7**

- 1. Where the *Insured Person* is entitled to a refund on an unused ticket, the *Company* will be entitled to deduct the value of the unused portion from any claim.
- 2. Where the *Insured Person* holds a valid return ticket to the *United Kingdom* or *Permanent Country of Residence* or to another place of safety that could be reasonably used, the *Company* will only pay for any additional costs necessarily incurred to evacuate the *Insured Person*.

# **Exclusions applicable to section B7**

This section of the policy does not cover any claim:

- 1. arising from or attributable to an alleged violation of the laws of the *Host Country* by the *Insured* or by an *Insured Person*.
- 2. which results from failure of the *Insured* or an *Insured Person* to maintain and possess duly authorised and issued required documents and visas; if it is found that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the *Insured* or an *Insured Person*,
- 3. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
- 4. arising from or attributable, in whole or in part, to non-compliance by the *Insured* or an *Insured Person* with any obligation specified in a contract or license or failure by the *Insured* or an *Insured Person* to provide bond or other security because of any liability assumed by the *Insured* or an *Insured Person* under any contract, whether written or oral, unless the *Company's* specific consent is endorsed on this policy prior to an *Insured Event*,
- 5. arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;
- 6. if an Insured Person is a citizen of the Host Country,
- 7. where prior to the start of the *Trip* an *Insured Person* has travelled to a country or region where the *United Kingdom* Foreign and Commonwealth Office has advised against "all but essential travel" (or other similar advice for *Insured Persons* not resident in the *United Kingdom*);
- 8. after the commencement of a *Trip* where an *Insured Person* has not reasonably complied with any warnings to leave or evacuate the country or region to which they have travelled where such warnings have been provided by the *United Kingdom* Foreign and Commonwealth Office (or other similar advice for *Insured Persons* not resident in the *United Kingdom*) or any legally empowered, regulatory, governmental or local authority for the country or region to which the *Insured Person* has travelled and such failure has resulted in a claim under this section.

# **Section B8 - Vehicle Rental Excess**

The *Company* will reimburse the *Insured* up to the amount shown on the *Schedule* if an *Insured Person* whilst on a *Trip* during the *Operative Time* and *Period of Insurance* loses by theft, or damages a *Rental Vehicle* for their legal liability to pay the excess or deductible amounts stated in the *Rental Agreement*.

# Additional definitions applicable to section B8

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Rental Agreement

A licensed rental vehicle hiring agreement and associated insurance policy supplied by a company licensed by the appropriate legal body in the country in which they operate to offer vehicles for rent.

### Rental Vehicle

Any vehicle rented by an *Insured Person* under a *Rental Agreement* for a period of less than 60 consecutive days outside the *United Kingdom* or an *Insured Person's Permanent Country of Residence*.

# Additional provision applicable to section B8

The maximum the *Company* will pay under this section of the policy is £1,000 for each event and £25,000 in all (aggregate limit) in any one *Period of Insurance*.

# Additional condition applicable to section B8

The Insured Person must inspect the Rental Vehicle before taking charge of it for existing damage.

# **Exclusions applicable to section B8**

This section of the policy does not cover any claim:

- 1. arising out of the use of the Rental Vehicle outside the terms of the Rental Agreement,
- 2. where an *Insured Person* has elected not to take out any insurance offered to cover the *Rental Vehicle* as part of the *Rental Agreement*,
- for any damage to the Rental Vehicle where it cannot be proven that the damage arose during the course of the Rental Agreement;
- 4. for loss or damage caused deliberately by an Insured Person,
- 5. for loss or damage caused to the tyres of the Rental Vehicle,
- 6. for loss or damage arising out of failure to maintain the *Rental Vehicle* according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the rental period.

# **Section C - Crisis Containment Management**

Please check the policy schedule to determine if cover under this section is operative.

# **Section C - Crisis Containment Management**

The *Company* will reimburse the *Insured* for *Crisis Consultant* fees and costs incurred up to the amount specified on the *Schedule* as a direct result of a *Crisis* which starts during the *Period of Insurance* and is reported to the *Company* in accordance with this policy.

Any fees and costs must be approved and paid by the *Insured* and submitted to the *Company* for approval and reimbursement under this policy. *Crisis Consultant* costs are limited to fees or costs which are incurred within the *Crisis Coverage Period*. The maximum payable under this section is the amount specified on the *Schedule* for any one event and in all (aggregate limit) during any one *Period of Insurance* for all *Crises* which start during the *Period of Insurance*.

# Additional definitions applicable to section C

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

# Adverse Publicity

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

### Crisis

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

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

### Crisis Consultant

The independent crisis consultant previously approved by the Company for use by the Insured in connection with a Crisis.

# Crisis Coverage Period

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

### Financial Loss

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

# **Insured Event**

A notification of a potential claim under sections A or B of this policy.

# Material Interruption

A disruption or break in the continuity of the *Insured's* normal business operations, which:

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

# Additional provision applicable to section C

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

# Additional conditions applicable to section C

- 1. Any *Crisis* arising out of, based upon or attributable to related, continuous or repeated notifications under sections A and B of the policy will be considered a single *Crisis*.
- 2. The *Insured* must give immediate notice to the *Company* of any *Crisis* by telephoning the Pen Assistance phone line available globally twenty-four hours a day, seven days a week on the following number:

# WORLDWIDE

+44 (0)1273 456245 (24 Hour)

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

- (a) any event that results in regional or national media coverage (print, radio or television) and relates to an *Insured Event*, must be reported to the *Company* within 24 hours of the media coverage, if the *Company* has not previously been notified of the event by the *Insured*;
- (b) any event that results in the filing of a claim or litigation against the *Insured* and relates to an *Insured Event*, must be reported to the *Company* within 48 hours of the claim/litigation filing, if the *Company* has not previously been notified of the event by the *Insured*. No claim will be paid if the *Company* is not notified as described above.

# **Exclusions applicable to section C**

This section of the policy does not cover any claim directly or indirectly caused by or resulting from:

- 1. circumstances that affect the industry in which the *Insured* conducts its business activities;
- 2. governmental regulations which affect another country or the industry in which the *Insured* conducts its business activities;
- 3. changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment;
- 4. any fraudulent act committed by any of the *Insured's* senior executives;
- 5. a crisis occurring in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela, Yemen or any other region or country to which the *Insured Person* has travelled where the *United Kingdom* Foreign and Commonwealth Office has advised against "all travel" (or other similar advice for *Insured Persons* not resident in the *United Kingdom*) prior to the commencement of the *Trip*.

# **Section D - Medical Second Opinion Service**

Please check the policy schedule to determine if the services under this section are operative.

## **Section D - Medical Second Opinion Service**

## **Medical Second Opinion Service**

If an *Insured Person* (or their *Partner* or their *Child*) sustains any injury or illness which is diagnosed during the *Period of Insurance*, regardless of the cover, *Operative Time* or the exclusions applicable under this policy, the *Company* will provide access to a medical second opinion service.

Full details of the service are available on the website noted below with downloadable details which can be hosted on the *Insured's* intranet site, emailed to all staff or shared however the *Insured* wishes.

Alternatively, an *Insured Person* (or their *Partner* or their *Child*) can obtain a medical second opinion by telephoning +44 (0)1273 456245.

Details of their current *Medical Practitioner* will be required. An *Insured Person* (or their *Partner* or their *Child*) should then request that their medical file be forwarded to the service provider by their *Medical Practitioner* (this may require their written authorisation).

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

## **Health Portal**

The Company also provides access to 24 hour, 7 days a week remote nursing services.

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

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

## **Health Information**

The website provides an *Insured Person* (or their *Partner* or their *Child*) instant access to general and educational health information.

Information provided includes:

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

Full details about how to use these services are available at www.mylifeline.co.uk.

## **Policy Special Extension - Corporate Event Cover**

It is agreed by the *Company* that cover under this policy is automatically extended to provide cover for *Guests* of the *Insured* whilst attending any *Corporate Event* during the *Period of Insurance*.

## Additional definitions applicable to this extension

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

#### Corporate Event

Any event arranged by the *Insured* with the primary function of entertaining *Guests* of the *Insured* in a business or leisure capacity.

#### Guest

Any person whom the *Insured* has invited to the *Corporate Event*.

## Cover and operative time applicable to this extension

Cover under Section A - Personal Accident

a) Attendees who are employed by the Insured

Items 1-4b: £20,000 or the Sum Insured shown on the Schedule (if more applicable), whichever is the greater.

b) Guests.

Items 1-4b: £20,000 or the *Sum Insured* shown on the *Schedule* (if more applicable), whichever is the greater.

Cover applies whilst an *Insured Person* is travelling to and from and participating in any *Corporate Event* arranged by the *Insured*, cover starting from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

## <u>Cover under Section B – Business Travel</u>

Cover applies under section B – Business Travel, for the operative sections of the policy and for the *Sums Insured* shown on the *Schedule* for *Guests* where the *Corporate Event* includes a *Trip* involving a flight or an overnight stay which occurs within the *United Kingdom* or an *Insured Person's Permanent Country of Residence*, or a *Trip* outside the *United Kingdom* or an *Insured Person's Permanent Country of Residence*. Cover starts from the time of leaving their place of residence or place of work whichever occurs last, until return to their place of residence or place of work whichever occurs first.

## Provision applicable to this extension

The extensions applicable to section A do not apply to this special extension.

## **Policy Special Extension - Directors' Leisure Travel**

It is agreed by the *Company* that cover under this policy is automatically extended to provide cover for Leisure Travel for *Directors* as follows:

• Extension to OT1 – Business Travel.

Where *Directors* are noted on the *Schedule* as being covered under this *Operative Time – OT1*, their cover is automatically extended to an *OT2 – Business and Leisure Travel* for them. Cover is also extended under section B (Travel) for the same *Sums Insured* specified on the *Schedule* to include their *Partner*, *Children* and one salaried *Domestic Staff* whilst accompanying the *Director* on a *Trip*.

Cover for *Partners* and dependent *Children* of *Directors* also applies where they are travelling on their own provided that the *Insured Trip* does not exceed 60 consecutive days in duration.

• Extension to OT2 – Business and Leisure Travel.

Where *Directors* are noted on the *Schedule* as being covered under this *Operative Time – OT2*, cover is also extended under section B (Travel) for the same *Sums Insured* specified on the *Schedule* to include their *Partner*, *Children* and one salaried *Domestic Staff* whilst accompanying the *Director* on a *Trip*.

Cover for *Partners* and dependent *Children* of *Directors* also applies where they are travelling on their own provided that the *Insured Trip* does not exceed 60 consecutive days in duration.

## **Policy Special Extension - Personal Security Specialist Expenses**

## **Cover and Operative time applicable to this extension**

Cover under Section B - Business Travel

If during a *Trip* an *Insured Person* becomes involved in a *Life Threatening Situation* the *Company* will reimburse the *Insured* in respect of the costs necessarily incurred to employ the services of the *Company's* security services provider in extricating the *Insured Person* from such *Life Threatening Situation*.

The *Company* will pay up to £10,000 in respect of any one *Insured Person* and up to £20,000 in all (aggregate limit) in any one 12 month period of insurance.

## Additional definition applicable to this extension

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

### Life Threatening Situation

Any situation or event occurring on a *Trip* where the *Company's* security services provider agrees that the *Insured Person's* life is potentially in danger.

## Additional conditions applicable to this extension

- a) The *Company's* security services provider must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim.
- b) The *Insured* and *Insured Person* must provide the *Company's* security services provider with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of the *Company's* security services provider.
- c) Any extrication must be organised by the *Company's* security services provider who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an *Insured Person* if required.

## Additional exclusions applicable to this extension

The Company will not pay in respect of any claim as a result of:

- a) The *Life Threatening Situation* being directly due to circumstances within the control of the *Insured* or *Insured Persons*.
- b) Any fraudulent, dishonest or criminal act of the *Insured* or the *Insured Person*.
- c) Circumstances more specifically insured under sections B5 Hijack, B6 Kidnap and Ransom and B7 Political and Natural Disaster Evacuation of this policy.
- d) A claim handled by the *Company's* security services provider where it is subsequently found that the person incurring costs is not an *Insured Person* on a *Trip* in which event such costs will be the sole responsibility of the *Insured*.

## **General Policy Conditions**

These general policy conditions are applicable to this policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

The *Insured* must comply and ensure that *Insured Persons* also comply with the General Policy Conditions and the additional conditions and provisions detailed in each section of this policy otherwise the *Company* may refuse to pay any relevant claim under this policy.

## 1. Acceptance of payment

If the *Company* has made full payment for a claim under this policy to the *Insured* then the *Company* will not have to make any further payments for the same claim.

#### Assignment

Neither this policy nor any right described within this policy may be assigned or transferred unless agreed by the *Company* in writing.

## 3. Associated companies and change in risk

If relevant and subject to the *Company's* prior written consent, this policy will cover a company or organisation which is an associated company or a subsidiary of the *Insured* or other business entity as long as a list of these companies has been provided to and accepted by the *Company*. If the *Insured* changes its business activities from those described in the 'Business description' on the *Schedule* during a *Period of Insurance* the *Insured* must tell the *Company* within 30 days of the change.

Where the alteration represents a material change to the business activities or material information already provided to the *Company*, it reserves the right at the time of notification to decide whether to provide cover and, if so, to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

#### 4. Cancellation of Cover

The *Company* can cancel this policy by giving 30 days' written notice to the *Insured* at the *Insured's* last known address or to the insurance intermediary specified on the *Schedule*. The *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining.

The *Insured* can cancel this policy by giving 30 days' written notice to the *Company* at the address shown in this policy. On cancellation the *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining provided no claims or incidents have been reported to the *Company*. If a claim has been paid or is payable, no return premium will be paid if the claim amount exceeds the premium paid. If an incident has occurred that could give rise to a claim under this policy, then no return premium will be paid until the *Company* and the *Insured* agree the amount payable in respect of such claim and no return of premium will be paid if the amount exceeds the premium paid.

An Insured Person has no right to cancel this policy.

The *Company* can cancel any cover provided by this policy for *War* by sending seven days' notice (from the date of sending) to the *Insured* at the *Insured's* last known address.

## 5. Claims notification and evidence

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in the *Company's* rejection of the claim if it is made so long after the event that the *Company* is unable to investigate it fully, or may result in the *Insured* not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. The *Company* must be provided with all reasonable and necessary evidence required by the *Company* to support a claim. If the information supplied is insufficient, the *Company* will identify the further information which is required. If the *Company* does not receive the information it needs, the *Company* may reject the claim or withhold payment until the information it may reasonably require has been received.

#### 6. Cover under more than one category

Where an *Insured Person* is covered under more than one policy category of *Insured Persons* as shown on the *Schedule* and more than one benefit item as shown on the *Schedule* or any attached memoranda in relation to a single event, the *Company* will only pay the *Sum Insured* for the highest benefit item under one category of *Insured Persons* for the loss sustained.

#### 7. Currency

Claims involving foreign currency will be converted into the currency in which the premium and benefits/*Sum Insured* limits are shown, at the selling rate of exchange published on: <a href="https://www.oanda.com/currency/converter">www.oanda.com/currency/converter</a> on the day of the loss or the next business day. Unless specifically agreed otherwise, claims will be paid in the *United Kingdom*.

## 8. Duty of fair presentation

If the Insured breaches its duty of fair presentation of risk and, but for the breach, the Company.

- (i) would not have entered into the policy; or
- (ii) would have done so only on different terms,

The Company will have remedies against the Insured as follows:

- (a) The Company may avoid the policy and refuse all claims if:
  - the breach is deliberate or reckless, in which event the *Company* may retain the premium paid; or
  - (ii) but for the breach the *Company's* underwriter would not have entered into the policy on any terms, in which event the *Company* shall return the premium.
- (b) In all other cases:
  - (i) where the *Company's* underwriter would have charged more premium, any amounts payable by the *Company* will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition
  - (ii) where the *Company's* underwriter would have written the risk on different terms (other than in relation to premium) the policy is to be treated as if it had been entered into on those terms.

#### 9. Failure to comply with conditions

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

### 10. Interest on amounts payable under this policy

The Company will not pay interest on any amount paid under this policy.

## 11. Kidnap of an insured person

If during the *Period of Insurance* an *Insured Person* is the victim of a hijack or kidnap or is held hostage, the insurance provided by this policy will continue until the *Insured Person* has returned to the *United Kingdom* or *Permanent Country of Residence* or until a period of twelve months from the date that the hijack or kidnap or hostage situation has expired, whichever occurs first.

## 12. Maximum benefit payable

The maximum amount the *Company* will pay in respect of all benefits payable under section A for any one *Insured Person* is limited to a maximum of £2,500,000 for any one *Accident* unless agreed in writing by the *Company*.

#### 13. Other Insurances

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

#### 14. Other Interests

No person other than the *Insured* can make a claim under this policy.

#### 15. Payment of claims monies

If the *Company* agrees to pay the *Insured* a valid claim for cover under this policy that has been arranged or purchased for the direct benefit of an *Insured Person* (other than where the *Company* has agreed to an assignment), the *Insured* agrees to promptly forward any payments received under this policy to that *Insured Person* to the extent that the *Insured Person* has suffered *Bodily Injury*, loss, damage or expense recoverable under the policy or is otherwise entitled to a policy benefit payment either contractually or implied.

The receipt of the payment by the *Insured* will discharge the *Company's* liability to pay any amount directly to the *Insured Person*. The *Insured Person* (or their legal representative) has no right to claim or sue the *Company*. The receipt of the payment shall discharge the *Company* in respect of its liability to indemnify, or pay the benefits concerned.

#### 16. Payment of premium

The premiums are to be paid as agreed and information will be supplied to the *Company* in the form and at the frequency reasonably required by the *Company* for the cover to be and remain in force.

### 17. Policy Alteration

The *Company* may change the terms and conditions, including the premium, of the policy by giving the *Insured* 30 days' notice in writing to the *Insured's* last known address. The *Company* will only make a change during the *Period of Insurance* to reflect a change in the *Insured's* circumstances or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax. If the changes are acceptable to the *Insured* then this policy will continue. If the changes are not acceptable, the *Insured* may cancel this policy. If this happens no claims will be paid for a loss that occurs after the date of the cancellation. The *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining.

## 18. Policy interpretation, governing law and jurisdiction

This policy will be governed and interpreted by English law, and the *Insured* and the *Company* agree to submit to any court of competent jurisdiction in England or Wales (or Scotland if the *Insured* is registered in Scotland) to determine any dispute arising under or in connection with this policy and agree to comply with all requirements necessary to give such court jurisdiction unless the *Insured* and the *Company* agree to abide by the laws of a different country before the commencement of the *Period of Insurance*.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## 19. **Premium Adjustment**

If the premium is shown on the Schedule as being provisional it will be adjusted as follows:

- a) Unless agreed otherwise, at the end of each *Period of Insurance* or each declaration period, the *Insured* will advise the *Company* of the information it may reasonably require that relates to the expiring *Period of Insurance* or declaration period within 3 months of the end of the *Period of Insurance* or declaration period and the actual premium will be re-calculated by the *Company*.
- b) If the actual premium calculated is greater than the premium already paid for the *Period of Insurance*, the *Insured* will pay the balance to the *Company*. If it is less, the difference will be repaid to the *Insured* subject to any agreed minimum retained premium.
- c) Any permanent alterations to the policy during the *Period of Insurance* for which an additional premium has been or would have been charged will be included in the adjustment calculation.

#### 20. Reasonable Care

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

### 21. Recovery from third parties

In the event that a third party is held liable for all or part of any claim paid under this policy, the *Company* may exercise its legal right to pursue the third party to recover its outlay. The *Insured* or an *Insured Person* will upon the *Company's* request agree to and permit the *Company* to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. The *Company* will pay the costs and expenses involved in exercising its right against the third party.

## 22. Rights of third parties

A person who is not party to this contract including specifically any *Insured Person* has no right whether under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this contract.

#### 23. Sanctions

The *Company* shall not be deemed to provide cover and the *Company* shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Company*, the *Company*'s parent company or the *Company*'s ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## Our commitment to you

## What to do if you are unhappy with any aspect of your insurance

The *Company* believes you deserve to be treated in a courteous, fair and prompt manner. The *Company's* goal is to provide an excellent service to all of its customers. If there is an occasion when you feel let down then please contact the *Company* immediately using the appropriate contact details below providing the policy/claim number and the name of the *Insured/Insured Person* to help the *Company* to deal with your comments quickly.

### For Claims related complaints please contact:

In writing: Personal Accident Claims Manager, AIG Europe Limited, 2-8 Altyre Road,

Croydon CR9 2LG.

Telephone: +44 (0) 345 602 9429

Email: <u>uk.customer.relations@aig.com</u>
Online: <u>http://www.aig.co.uk/your-feedback</u>

#### All Other Complaints: The AIG Customer Relations Unit, which can be contacted as follows:

In writing: AIG Europe Limited, The AIG Building, 2-8 Altyre Road,

Croydon CR9 2LG.

Telephone: 0800 012 1301 or +44 (0) 20 8649 6666 (if calling from overseas)

Email: <u>uk.customer.relations@aig.com</u>
Online: <u>http://www.aig.co.uk/your-feedback</u>

Lines are open Monday to Friday 9.15 am - 5pm, excluding public holidays.

The *Company* takes all customer complaints seriously and it has established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

## Step 1: Within three business days of receiving your complaint:

In the first instance the *Company* would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

#### Step 2: If your complaint cannot be resolved within three business days:

The *Company* will send you an acknowledgement letter to explain your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of the Company's investigation, the reason for it and the next steps; or
- A holding letter confirming when the *Company* anticipates it will have concluded its investigation.

## Step 3: Referring to the Financial Ombudsman Service:

After receiving the *Company's* final response or if it has been unable to conclude its investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. The *Company* will provide full details of how to do this in its final response or holding letter.

The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 0 234 567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: <u>www.financial-ombudsman.org.uk</u>

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The Financial Ombudsman Service may not be able to consider a complaint if you have not provided the *Company* with the opportunity to resolve it first, or if you are:

- is a business with more than 10 employees and a group annual turnover of more than €2 million; or
- is a trustee of a trust with a net asset value of more than £1 million; or
- is a charity with an annual income of more than £1 million.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

## **Financial Services Compensation Scheme**

AIG Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). If the *Company* is unable to meet its financial obligations you may be entitled to compensation from the scheme, depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at: <a href="www.fscs.org.uk">www.fscs.org.uk</a> and by calling +44 (0) 20 7741 4100 or 0800 678 1100.

## **Fraud**

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the *Insured's* application for this policy or in connection with a claim, will entitle the *Company* to terminate the policy with effect from the date of such act.

In this event the *Company* will not refund any premiums and the *Company* will not consider for payment any claims which have not already been submitted to the *Company*.

## Start and finish of cover

The cover provided to the *Insured* described on the *Schedule* (and any attached memorandum) will begin on the start date of the *Period of Insurance*.

Cover will end on the earliest date of the following for the *Insured*:

- a) at the end of the *Period of Insurance*,
- b) when the *Insured* or the *Company* cancels this policy (please see general policy condition 4 cancellation of cover for further details).

Cover will end on the earliest date of the following for an Insured Person.

- a) at the end of the *Period of Insurance*,
- b) on the date an *Insured Person* notifies the *Insured* that they no longer wish to be included in this policy;
- c) on the date on which a Business Partner, Employee or Director cease their employment with the Insured,
- d) at the end of the fixed contract period for a person who is employed by the *Insured* on a contract of fixed duration, unless otherwise agreed by the *Company*,
- e) who is on a *Trip* that continues beyond the expiry of the *Period of Insurance*, after 90 consecutive days has elapsed from the end of the *Period of Insurance* or until the completion of the *Trip*, whichever is the sooner;
- f) the date the policy is cancelled.

# **How the Company uses Personal Information**

"Personal Information" identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

**The types of personal information the company may collect and why** - Depending on the relationship between the *Company's* relationship with you, *Personal Information* collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other *Personal Information* provided by you. *Personal Information* may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the *Company's* business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of any marketing communications the *Company* may send you, contact the *Company* by e-mail at: <a href="mailto:AIGDirect.Queries@aig.com">AIGDirect.Queries@aig.com</a> or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey CR9 2LG. If you opt-out the *Company* may still send you other important communications, e.g. communications relating to administration of your insurance policy or a claim.

**Sharing of Personal Information** - For the above purposes *Personal Information* may be shared with the *Company's* group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. *Personal Information* will be shared with other third parties (including government authorities) if required by law. *Personal Information* (including details of injuries) may be recorded on claims registers shared with other insurers. The *Company* is required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. The *Company* may search these registers to detect and prevent fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. *Personal Information* may be shared with prospective purchasers and purchasers, and transferred upon a sale of the *Company* or transfer of business assets.

**International transfer** - Due to the global nature of the *Company's* business, *Personal Information* may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

**Security and retention of Personal Information** - Appropriate legal and security measures are used to protect *Personal Information*. The *Company's* service providers are also selected carefully and required to use appropriate protective measures. *Personal Information* will be retained for the period necessary to fulfil the purposes described above.

**Requests or questions** - To request access or correct inaccurate *Personal Information*, or to request the deletion or suppression of *Personal Information*, or object to its use, please e-mail: <a href="mailto:DataProtectionOfficer@aig.com">DataProtectionOfficer@aig.com</a> or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. More details about the use of *Personal Information* by the *Company* can be found in the *Company's* full Privacy Policy at <a href="https://www.aig.com/uk/privacypolicy">www.aig.com/uk/privacypolicy</a> or you may request a copy using the contact details above.

#### AIG Europe Limited

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