
Group Accident, Sickness and Travel Insurance Policy

Effected through Sagicor at Lloyd's

Wherever the word certificate appears herein it is deemed to share the same meaning as policy.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

The Underwriters agree to pay the Insured if during the Period of Insurance the Insured Person sustains accident, illness, loss damage, liability, expenses or mishap sustained by or affecting certain persons, hereinafter called the Insured Person specified in the Schedule.

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

General Definitions

Accidental Bodily Injury

A specific physical injury caused in and of itself by a single, unexpected, sudden and unintended event, which occurs at an identifiable time and place to an **Insured Person** during the **Operative Time** and results solely and independently of all other causes and within 12 calendar months of the date of the event in the death, **Loss of Hearing or Speech, Loss of Limb, Loss of Sight, Total Disablement, Partial Disablement** or **Permanent Total Disablement** of an **Insured Person**.

Aggregate Limit of Liability

The aggregate amount of all benefits payable hereunder.

Benefit Period

The maximum period from the date of **Total Disablement** for which **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

Deferment Period

The period prior to the commencement of the **Benefit Period** during which no benefit is payable.

Employee

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

Event

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

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

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

Excess

The first amount of each and every claim that the **Insured** shall pay

Funeral Expenses

Reasonable and customary burial or cremation expenses.

Hijack

The unlawful seizure or wrongful exercise of control of an aircraft or other publicly licensed conveyance in which an **Insured Person** is travelling as a fare-paying passenger.

Hospital:

an institution which:

has permanent full-time facilities for caring for patients overnight; and

has facilities for the diagnosis and medical and surgical treatment of ill people by medical practitioners; and

provides 24 hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and

is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

Ill, Illness and/or Disease

Illness of an **Insured Person** that manifests itself during the **Operative Time**.

Insured

The **Insured** as stated in the Schedule.

Insured Person

Any person stated in the Schedule as being an **Insured Person**.

Loss of Hearing or Speech

Permanent, total and irrecoverable loss of hearing in an ear or permanent, total and irrecoverable loss of speech.

Loss of Eye

Permanent and total loss of Eye shall be considered as having occurred:

- a) in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and is without hope of improvement;
- b) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

Loss of Limb or Limbs

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

Money

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

Operative Time

The extent, nature and period of cover noted on the Schedule and Operative Time Descriptions during which the **Insured** is insured by the terms and conditions of this Certificate and the Schedules.

Permanent Total Disablement

Definition 1: Total Disablement caused other than by loss of limb or eye or speech or hearing, which prevents an **Insured Person** from engaging totally in his usual occupation with the **Insured** for a period of 12 consecutive months and at the end of that period being without prospect of improvement.

Definition 2: Total Disablement caused other than by loss of limb or eye or speech or hearing, which prevents an **Insured Person** from engaging totally in any and every occupation for a period of 12 consecutive months and at the end of that period being without prospect of improvement.

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

Property

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

Replacement Expenses

All expenses reasonably and necessarily incurred in sending a substitute person to complete an **Insured Person's** journey

Total Disablement or Total Disability

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

Temporary Partial Disablement

Temporary disablement, which prevents the Insured Person from engaging in a substantial part of his usual business or occupation.

Temporary Total Disablement

Temporary disablement, which entirely prevents the Insured Person from engaging in his usual business or occupation.

Terrorist activity

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

Utilisation of Biological weapons of mass destruction

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

Utilisation of Chemical weapons of mass destruction

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

Utilisation of Nuclear weapons of mass destruction

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

Valuables

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

Section 1 - Personal Accident

What is Covered:

If an **Insured Person** during the **Operative Time**:

1. sustains **Accidental Bodily Injury**,
2. dies or suffers **Total Disablement** solely as a result of unavoidable exposure to the elements,
3. disappears and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of an **Insured Person** has occurred, the disappearance should be deemed to constitute death

the Underwriters will pay the **Insured** an amount equal to the sum in Section 1 of the Schedule of Benefits.

Conditions Applicable to Personal Accident Cover – See also General Conditions:

1. Where an **Insured Person** is under the age of 18 years the Death benefit will be limited to £5,000.
2. Where an **Insured Person** is not in full time gainful employment or is a spouse or child of an **Insured Person**:
 - a) **Permanent Total Disablement** shall read, “**Total Disablement**, caused other than by **Loss of Hearing or Speech, Loss of Limb, Loss of Sight**, which has lasted for at least 12 consecutive months and will in all probability prevent an **Insured Person** from engaging totally in any and every kind of employment for the remainder of his life”;
 - b) Disability Income benefit will not be payable.
3. If after Underwriters have made a payment to the **Insured** in respect of the disappearance of an **Insured Person**, the **Insured Person** is found to be living, the **Insured** shall reimburse the Underwriters in full for all monies paid to them in respect of such disappearance.
4. Any claim for Disability Income benefits shall be deducted from any subsequent Death, **Disablement** or **Permanent Total Disablement** claim as a result of the same insured claim.

Exclusions Applicable to Personal Accident Cover – See also General Exclusions:

The Underwriters will not pay any claim for **Illness** and/or Disease not directly resulting from **Accidental Bodily Injury**

Permanent Disability (Continental Scale)

If the appropriate Schedule of Benefits indicates that the Permanent Disability (Continental Scale) is operative, Benefit is payable as a percentage of the Sum Insured specified for Item 5 of the Personal Accident Schedule of Benefits:

A. Senses and Faculties

1. Total loss of sight of one eye	100%
2. Total Deafness of both ears	100%
3. Total Deafness of one ear	40%
4. Total loss of speech	100%
5. Total loss of sense of taste and smell	30%

B. Face and Skull

1. Loss of whole of lower jaw	100%
2. Gross general loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask	100%
3. General loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result	70%
4. Loss of bony substance of the skull in all its thickness:	
a. 6 sq. cm	30%
b. 3 sq. cm	10%
5. Prominently raised facial scarring totalling:	
a. 15 cm in length or 15 sq. cm in area	20%
b. 5 cm in length or 5 sq. cm in area	5%

C. Bodily Organs and Spinal Column

1. Loss of one kidney	40%
2. Loss of whole of one lung	40%
3. Severe loss of spinal strength and mobility substantially and continuously restricting normal day to day domestic activity	50%
4. Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity	20%

D. Upper Limbs

1. Loss of one arm or one hand	<i>Right or Left</i>	100%	100%
2. Complete immobility of shoulder		70%	60%
3. Complete immobility of elbow:			
a. in unfavourable position		50%	40%
b. in favourable position (within 15 degrees of right angle)		35%	25%
4. Complete immobility of wrist:			
a. in awkward position		35%	30%
b. in straight position		25%	20%
5. Total loss of thumb		25%	20%
6. Partial loss of thumb:			
one phalange		15%	10%
7. Complete immobility of thumb		15%	10%
8. Total loss of forefinger		15%	10%
9. Partial loss of forefinger:			
a. two phalanges		10%	6%
b. One phalange		5%	3%
10. Total loss of any other finger		5%	3%

E. Lower Limbs

1. Loss of leg at or above the knee	<i>Right or Left</i>	100%
2. Loss of leg below the knee		70%
3. Loss of a foot at or above the ankle joint		60%
4. Loss of half of foot		40%
5. Complete immobility of hip		50%
6. Complete immobility of knee		30%

7. Total or partial loss of kneecap with considerably restricted movement	30%
8. Total or partial loss of kneecap with full movement preserved	15%
9. Shortening of lower limb	
a. by 5cm or more	30%
b. by 3 to 5cm	20%
c. by less than 3cm	10%
10. Loss of big toe	15%
11. Complete immobility of big toe	10%
12. Loss of any other toe	3%

Provisos:

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

Section 2 – Illness

What is Covered:

If during the **Operative Time** an **Insured Person** becomes **Ill**, the Underwriters will pay the **Insured** the sum stated in Section 2 of the Schedule of Benefits.

Exclusions Applicable to Illness - See also General Exclusions.

The Underwriters will not pay any claim:

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

Section 3 – Business Travel

Part A - Medical and Emergency Expenses

What is Covered:

If during the **Operative Time** an **Insured Person** becomes **Ill** or sustains bodily injury the Underwriters will reimburse the **Insured** for the following expenses reasonably and necessarily incurred by the **Insured** and/or **Insured Person** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits and subject to the **Excess** stated in Section 3 of the Schedule of Benefits:

1. Expenses incurred outside the United Kingdom for reasonable and customary medical, surgical, hospital, ambulance fees or other diagnostic treatment given or prescribed by a registered qualified medical practitioner;
2. Transport and accommodation expenses of an **Insured Person** and up to two persons who, on the advice of a registered qualified medical practitioner, need to travel to, remain with or escort the Insured Person back to the United Kingdom, such transport expenses being limited to a one-way economy ticket per person for the most appropriate method of transport;
3. **Funeral Expenses** of an **Insured Person** incurred outside of the United Kingdom or expenses incurred in relation to transportation of an **Insured Person's** body or ashes and **Property** back to the United Kingdom up to an amount not exceeding the sum stated in the Schedule of Benefits;
4. Transport and accommodation expenses incurred in returning an **Insured Person** to the United Kingdom as a result of an **Insured Person's** travelling companion sustaining bodily injury and/or illness provided the travelling companion commenced the journey, and had the intention of completing the journey with an **Insured Person**;
5. Transport expenses of an **Insured Person** returning for the funeral of their spouse or blood relative in the United Kingdom provided that the **Insured Person's** journey started prior to the death of their spouse or blood relative and that death was unforeseen at that time and that the person whose death necessitated the expenses being incurred was under age 80 years at the time of death;
6. Expenses incurred in the repatriation of an **Insured Person** by any suitable means including any accompanying qualified medical staff to the **Insured Person's** home or to the most suitable National Health Service Hospital in the United Kingdom provided that all expenses are approved and organised by the Sagicor Evacuation Service.

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

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

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

The Underwriters will not pay any claims:

1. if an **Insured Person** is travelling having received advice before departure from a registered qualified medical practitioner not to do so;
2. for dental expenses unless incurred as a result of an accident;
3. if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy or National Insurance Programme;
4. after 12 months from the time of incurring the first expense;

5. for an **Insured Person** travelling for the purpose of obtaining medical treatment;
6. for the cost of continuing regular medication or treatment, nor for any associated travel accommodation or other expenses incurred in procuring such medication or treatment, nor in respect of any condition for which medical advice or treatment was being followed at the time that the journey commenced.

Part B - Travel Expenses

Property and Money Cover

What is Covered:

Property

The Underwriters will reimburse the **Insured** in respect of the cost of the repair or replacement of an **Insured Person's Property**, up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits, if during the **Operative Time** an **Insured Person's Property** is lost, damaged, stolen or destroyed.

Money

The Underwriters will reimburse the **Insured**, up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits, if during the **Operative Time** the **Insured Person's Money** is lost, stolen or destroyed.

Conditions Applicable only to Travel Expenses – Property and Money – See also General Conditions:

1. Total loss or destruction of any article of **Property** not more than 3 years old will be settled on a new for old basis provided that the replacement article is not superior to or of better quality than the original and subject to receipt by Underwriters of the original invoices.
2. If **Money** is collected from a bank for use during the **Operative Time** it will be covered for a period of 72 hours prior to commencement of any journey and shall continue for the same period after termination of the journey or until deposit at the bank whichever occurs first.
3. Any financial loss caused by fraudulent use of cheques, charge, bankers' or credit cards, incurred by an **Insured Person** will be reimbursed to the **Insured** up to an amount not exceeding the sum stated for **Money** in Section 3 of the Schedule of Benefits, subject to compliance with the conditions of use and other terms under which such cheques or cards have been issued.
4. An **Insured Person** will take all reasonable precautions for the safety of all **Property** and **Money**.
5. In the event of any claim in respect of any items of **Property**, the Underwriters are entitled to:
 - a) keep or take possession of that item of **Property** and to deal with its salvage in a reasonable manner; or
 - b) to repair or replace any items of **Property** for which Underwriters are liable.

Exclusions Applicable to Travel Expenses – Property and Money - See also General Exclusions

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

1. any single article in excess of £1,000;
2. wear and tear, depreciation or gradual deterioration;
3. mechanical or electrical failure;
4. any process of cleaning, dyeing, restoring, repairing or alteration;
5. more than a reasonable proportion of the total value of the set where the lost or damaged property is a part of a set or a pair;
6. tools of trade or samples;
7. sports equipment lost or damaged whilst in use;
8. loss of or damage to vehicles, their accessories or spare parts;
9. loss of or damage to household effects; or
10. loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the **Insured Person**.

The Underwriters will not pay any claim for **Money** in respect of:

1. loss of cash in excess of £1,000;
2. devaluation of currency or shortages due to errors or omissions during monetary transactions; or
3. loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities as soon as the bank or authorities office allow.

The Underwriters will not pay any claim either for **Property** and **Money** in respect of:

1. loss or theft not reported to either the police or the transport carrier within 48 hours of discovery; or
2. loss due to confiscation or detention by customs or any other authority

Travel Delay Cover

What is Covered:

The Underwriters will pay the **Insured** an amount equal to the sum stated in Section 3 of the Schedule of Benefits if unavoidable delays are experienced by an **Insured Person** due to the unexpected failure or disruption of pre-booked travel undertaken on behalf of the **Insured** during the **Operative Time** in which the **Insured Person** has planned to travel provided that he has followed the recommended guidelines for check in.

Diversion or Missed International Travel Connections Cover

What is Covered:

The Underwriters will reimburse the **Insured** for all reasonable additional expenses incurred for the transportation and accommodation of an **Insured Person** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits if, during the **Operative Time**, an **Insured Person** misses an international travel connection by more than 5 hours due to:

1. the unexpected failure of or disruption to pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
2. **Bodily Injury** or **Illness** of a fellow passenger or crew member of the pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
3. Strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.
4. Diversion of aircraft, sea vessel, publicly licensed passenger conveyance due to:
 - (a) **Bodily Injury** or **Illness** of a fellow passenger or crewmember.
 - (b) strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.

Hijack Cover

What is covered

The Underwriters will reimburse the **Insured** for any costs or expenses incurred as a direct consequence of an **Insured Person** being victim of a **Hijack** during the **Operative Time** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits.

Passport Cover

What is Covered:

The Underwriters will reimburse the **Insured** for any costs or expenses incurred as a direct consequence of an **Insured Person** losing his passport, whether by theft or accidental means, up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits, provided the loss is reported to the police within 24 hours or as soon as is reasonably practicable thereafter.

Replacement Expenses

What is Covered:

The Underwriters will reimburse the **Insured** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits for any **Replacement Expenses** incurred during the **Operative Time** as a direct result of **Accidental Bodily Injury** to or **Illness** of an **Insured Person** which in the opinion of a qualified medical practitioner will last for a period in excess of 72 hours.

Exclusions Applicable only to Replacement Expenses - See also General Exclusions

The Underwriters will not pay any claim:

1. which is the direct or indirect result of an **Insured Person** travelling against the advice of a registered qualified medical practitioner
2. for expenses that the **Insured** or an **Insured Person** has paid or budgeted to pay before the commencement of the journey

Cancellation, Curtailment or Rearrangement Expenses

What is Covered:

The Underwriters will reimburse the **Insured** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits for any costs or expenses incurred as a direct result of the cancellation, curtailment or rearrangement, during the **Operative Time**, of any part of an **Insured Person's** travel plans on behalf of the **Insured**, as a direct consequence of:

1. an **Insured Person** sustaining **Bodily Injury** or becoming **ill**;
2. **Bodily Injury**, death or **Illness** of an **Insured Person's** relative, host, fiancé(e) or close business associate, or any person with whom the **Insured Person** had arranged to travel, reside or conduct business or the relative, fiancé(e) or business associate of such person;
3. compulsory quarantine, jury service, subpoena or **Hijack** involving an **Insured Person** or any person with whom an **Insured Person** is travelling and on whom the trip depends;
4. cancellation, curtailment or rearrangement of scheduled public transport services consequent upon strike, or industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.
5. burglary or serious damage to an **Insured Person's** usual place of residence or business in the United Kingdom caused by storm, flood or fire.
6. serious damage rendering uninhabitable the accommodation in which the **Insured Person** had previously booked to reside during the journey excluding any waterborne vessel or craft.
7. redundancy of the **Insured Person**, provided that such redundancy qualifies for payment under the United Kingdom Redundancy Acts.
8. the **Insured Person** being called for emergency duty as a member of the armed forces, the defence or civil administration, the police force, or the fire rescue, public utility or medical services.

The Underwriters will reimburse the **Insured** up to an amount not exceeding the sum stated in Section 3 of the Schedule of Benefits for any costs and expenses incurred during the **Operative Time** for cancellation, curtailment or rearrangement expenses, such expenses only being:

1. advance payments, deposits and other charges which have not been, and will not be used but which become forfeit or payable under contract; or
2. reasonable additional travel and accommodation expenses.

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

The Underwriters will not pay any claim that is the direct or indirect result of an **Insured Person** travelling or arranging to travel against the advice of a registered qualified medical practitioner.

Section 3 – Business Travel

Part C - Liability

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

Any claim resulting from bodily injury or illness must be made on the advice of a qualified medical practitioner.

Personal Liability

What is Covered:

The Underwriters will indemnify the **Insured** in respect of its or an **Insured Person's** legal liability to pay damages in respect of:

1. **Accidental Bodily Injury** which, for the purposes of this section only shall include death, **illness** or **disease**, wrongful detention, false imprisonment or malicious prosecutions, mental injury, mental anguish or shock, but not defamation to third parties arising from an accident;
2. accidental damage to or loss of property belonging to third parties;
3. accidental trespass or nuisance occurring during the **Operative Time**.

The Underwriters will not be liable to indemnify the **Insured** for any amount exceeding the Limit of Indemnity stated in Section 3 of the Schedule of Benefits

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

1. all costs and expenses recoverable by third parties from the **Insured** or an **Insured Person**
2. any costs and expenses incurred with the Underwriters prior written consent.

Conditions Applicable to Personal Liability - See also General Conditions

1. The **Insured** and/or an **Insured Person** or his legal personal representatives will give notice in writing to the Underwriters as soon as possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance. Every claim notice, letter, writ or process or other document served on the **Insured** or an **Insured Person** shall be forwarded to the Underwriters immediately on receipt of the same. Notice in writing shall be given to the Underwriters by the **Insured** or an **Insured Person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such event. No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the **Insured** or an **Insured Person** without the prior written consent of the Underwriters.
2. The Underwriters may at any time and at their sole discretion pay to the **Insured** an amount equal to the sum stated in Section 3 of the Schedule of Benefits (less any sum or sums already paid in respect of or in lieu of damages) or any lesser sum for which the claim or claims against the **Insured** and/or an **Insured Person** can be settled and the Underwriters shall not be under any further liability in respect of such claim or claims except for any costs and expenses incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in the liability of the **Insured** or an **Insured Person** to pay an amount in excess of the sum stated in Section 3 of the Schedule of Benefits the Underwriters' liability for costs and expenses shall not exceed the amount being in the same proportion as the Underwriters' payment to the **Insured Person** bears to the total payment made by or on behalf of the **Insured Person** in settlement of the claim or claims.

3. The Underwriters shall be entitled to take over and conduct in the name of the **Insured** or an **Insured Person** the defence or settlement of any claim against the **Insured** or an **Insured Person** or to prosecute in the name of the **Insured** or an **Insured Person** for its own benefit any claim for indemnity or damages or otherwise and the Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** and/or an **Insured Person** shall give all such information and assistance as the Underwriters may require.
4. If at the time of any **Event**, occurrence, or circumstance to which this Section applies there is, or but for the existence of this Section there would be any other insurance covering the same potential liability the Underwriters shall not be liable under this Section except in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected.
5. No Endorsement or Amendment to this Certificate shall override the Terms, Conditions, Exclusions applicable to this Section.

Exclusions Applicable to Personal Liability - See also General Exclusions

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

1. arising out of the ownership, possession or use by or on behalf of an **Insured Person** of any:
 - a) aircraft, aerospace device or hovercraft;
 - b) waterborne craft;
 - c) mechanically propelled or horse drawn vehicle;
 - d) caravan or vehicular trailer;
 - e) firearm;
 - f) animals;
2. for **Accidental Bodily Injury** to any family or household member of an **Insured Person** or any person who is under a contract of service or apprenticeship with the **Insured** or an **Insured Person** when such injury arises out of and in the course of their employment with the **Insured** or an **Insured Person**;
3. for loss of or damage to **Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person** or their family or household members;
4. arising directly or indirectly in connection with:
 - a) the ownership or occupation of land or buildings; or
 - b) the carrying on of any trade, business or profession;
5. attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** notwithstanding such term;
6. for any kind of pollution and/or contamination;
7. for any officer or committee member or any other member of a club or association or society in his respective capacity as such; or
8. for any player to player injury whilst participating in or practising for any event controlled, organised, sponsored or supervised by the **Insured** or for any immediate medical or surgical relief to any person so injured.

Legal Expenses

What is Covered:

The Underwriters will reimburse the **Insured** for legal expenses incurred by or on behalf of an **Insured Person** up to an amount not exceeding the sum stated in Section 4 of the Schedule of Benefits in pursuing a claim for damages against any third party who has caused the **Accidental Bodily Injury**, **illness** or death of an **Insured Person** by an incident occurring during the **Operative Time**.

Exclusions Applicable to Legal Expenses - See also General Exclusions.

The Underwriters will not pay for any claim for:

1. legal expenses incurred without the prior written approval of the Underwriters;
2. claims against the Underwriters or anyone acting on behalf of the Underwriters, or a travel agent, tour operator or carrier;
3. the continued pursuit of any claim where the Underwriters consider the **Insured** or an **Insured Person** is unlikely to obtain a reasonable settlement;
4. legal actions between **Insured Persons**;
5. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country; or
6. legal expenses which constitute a valid claim under any other insurance policy beyond Underwriters' rateable share of any claim costs.

General Conditions

Interpretation

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

Words in the masculine gender shall be deemed to include the feminine wherever they appear.

Change of Business

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

Observance

The liability of the Underwriters to make any payment under this Certificate shall be conditional upon the observance by the **Insured** and the **Insured Persons** of all terms, provisions, conditions and endorsements of this Certificate.

Disclosure

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

- i) the **Insured** was not in breach of any common law duty in regard to non-disclosure or misrepresentation, and further
- ii) the **Insured** had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which Underwriters ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

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

Interest

No sum payable under this Certificate shall carry interest.

Claims Procedure

On the happening of any occurrence likely to give rise to a claim under the policy, it is a condition precedent to Underwriters' liability under this Certificate that the **Insured** and/or the **Insured Person** will ensure that notice is given to Underwriters in writing as soon as possible after the date of the occurrence and in any event within sixty days. Such notice shall include full particulars of the occurrence. IN NO EVENT will Underwriters be liable to pay any claim where the **Insured** and/or an **Insured Person** has failed to notify Underwriters in writing within 120 days after the date of the occurrence.

Access to additional materials

An **Insured Person** shall furnish to Underwriters, or their designated representatives, all information that Underwriters may reasonably require with regard to matters pertaining to the Certificate. All documents, books, records, medical information and any other information which may have a bearing on this Certificate, claims or premium hereunder shall be made available for inspection by Underwriters or their designated representatives at all reasonable times during the term of this Certificate, or until resolution of all claims hereunder, whichever is the later.

Right to Medical records and Medical examination

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

Claims Co-operation

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

Fraudulent Claims

If any claim submitted under this Certificate by the **Insured** or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be false or fraudulent, the Underwriters shall be under no liability to make payment in respect of such claim.

Other Insurance

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

Applicable Law and Jurisdiction

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

Enquiries and Complaints

Any enquiry or complaint concerning this Insurance should in the first instance be addressed to your Insurance Broker. If you are not satisfied with the manner in which your complaint has been dealt, you may ask the Complaints Department at Lloyd's of London to review your case without prejudice to your rights in law. The address is: Complaints Department, Lloyd's of London, One Lime Street, London, EC3M 7HA. Telephone (020) 7327 5693, Fax. (020) 7327 5225, E-mail: Complaints@Lloyds.com

Complaints – Ombudsman.

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Limitation

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

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

The Underwriters will not pay any claim in respect of an **Insured Person** aged 75 years or more except in circumstances where the **Insured Person** turns 75 years of age during the **Operative Time**.

The Underwriters will not pay any claim for accident, illness, loss, damage, liability, expense or mishap sustained during a trip in excess of 6 calendar months duration.

Cancellation

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

Premium Adjustment

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

Kidnap and Hijack

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

Data Protection Act 1998

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

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

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

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

General Exclusions

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

1. a) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss of expenses;
 - i) War, hostilities or warlike operations (whether war be declared or not);
 - ii) Invasion,
 - iii) Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs,
 - iv) Civil war, riot, rebellion, insurrection, revolution,
 - v) Overthrow of the legally constituted government,
 - vi) Civil commotion assuming the proportions of, or amounting to, an uprising,

- vii) Military or usurped power,
- viii) Explosions of war weapons,
- ix) **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** howsoever these may be distributed or combined,
- x) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not,
- xi) **Terrorist activity.**

1. b) any loss or expense of whatsoever nature directly or indirectly arising out of, caused by or contributed to by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all of 1.a) above.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

2. an **Insured Person** flying other than as a passenger;
3. an **Insured Person** attempting to commit or committing intentional self-injury or suicide;
4. any trip that is booked or commenced contrary to medical advice or contrary to health and safety restriction(s) from an airline /carrier with whom you booked to travel or after receipt of a terminal prognosis or wholly or partly for the purpose of obtaining medical treatment or convalescent care.
5. any claims attributable to any set of circumstances known to you at the time of effecting this Insurance or booking a trip, which ever is the later, where such set of circumstances could reasonably have been expected to give rise to a claim.
6. any claims arising from any health condition that you have, where such condition has already been the subject of a claim under this certificate in respect of any previous period of travel.
7. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
8. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
9. an **Insured Person's** own criminal act;
10. an **Insured Person** participating in professional sports;
11. the failure of any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change.
12. deliberate exposure to exceptional danger (other than in an attempt to save human life);
13. operational duties as a member of the Armed Forces.

OPERATIVE TIME DESCRIPTION AND DEFINITIONS

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

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

- OT1 **24 Hours a day**
24 Hours a day at any time, Worldwide.
- OT2 **Occupational Accidents Only including Commuting**
Whilst the **Insured Person** is engaged in his occupation with the **Insured**, including daily travel between normal residence and normal place of work.
- OT3 **Occupational Accidents Only excluding Commuting**
Whilst the **Insured Person** is engaged in his occupation with the **Insured**, excluding daily travel between normal residence and normal place of work.
- OT4 **Full Assault Cover**
Whilst the **Insured Person** is engaged in his occupation with the **Insured**, but only in respect of **Accidental Bodily Injury** sustained as a result of robbery, hold-up, or attempt thereat or unprovoked malicious assault.
- OT5 **Robbery and Hold-up Cover**
Whilst the **Insured Person** is engaged in his occupation with the **Insured**, but only in respect of **Accidental Bodily Injury** sustained as a result of robbery, hold-up, or attempt thereat.
- OT6 **Bombs and Explosives**
Whilst the **Insured Person** sustains **Accidental Bodily Injury** as a result of any bomb or explosive device being maliciously placed at or in the vicinity of or sent to the **Insured's** premises including **Accidental Bodily Injury** sustained during the evacuation of the **Insured's** premises as the result of a threat of bombs or explosive devices being maliciously placed but excluding **Accidental Bodily Injury** sustained while the **Insured Person** is searching the **Insured's** premises for bombs or explosive devices.
- OT7 **Bombs Searches Cover**
Whilst the **Insured Person** sustains **Accidental Bodily Injury** solely and directly as a result of the explosion of any bomb or explosive device and occurring whilst the **Insured Person** is acting upon the instructions of the **Insured** or the Police Authorities in searching the **Insured's** premises for such device.
- OT8 **Occupants of Vehicles including Loading and Unloading**
Whilst the **Insured Person** is mounting into, dismounting from or travelling in any Vehicle owned by or leased to the **Insured** including loading and unloading of the Vehicle and emergency roadside repairs.
- OT9 **Occupants of Vehicles excluding Loading and Unloading**
Whilst the **Insured Person** is mounting into, dismounting from or travelling in any Vehicle owned by or leased to the **Insured** excluding loading and unloading of the Vehicle and emergency roadside repairs.
- OT10 **Occupants of Vehicles**
Whilst the **Insured Person** is mounting into, dismounting from or travelling in any Vehicle owned by or leased to the **Insured** including **Accidental Bodily Injury** sustained in direct connection with the Vehicle and emergency roadside repairs.
- OT11 **Road, Rail, Sea**
(a) Whilst the **Insured Person** is mounting into, dismounting from or travelling in:
 i. any road vehicle (whether mechanically assisted or not) as a passenger or driver;
 ii. any railway train as a passenger;
(b) Whilst the **Insured Person** as a pedestrian sustains **Accidental Bodily Injury** involving any road vehicle or railway train;
(c) Whilst the **Insured Person** is boarding, disembarking from or travelling in any passenger ship, ferry, boat or hovercraft as a fare paying passenger.

- OT12 **Sporting Activities**
Whilst the **Insured Person** is:
- (a) at any ground or premises where the **Insured** has arranged a fixture or training for the purpose of taking part in any sporting activity which has been notified to and accepted by Underwriters in writing or
 - (b) travelling, other than by air, to or from fixtures or training sessions as a member of an organised party under the direction of the **Insured**.
- OT13 **Social Activities**
Whilst the **Insured Person** is engaging in any social activity organised by the **Insured**.
- OT14 **Inching and Crawling**
Whilst the **Insured Person** is working on the **Insured's** printing machines while they are being Inched and Crawled.
- OT15 **Away from Premises cover including commuting**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured**, involving travel to a point or points located away from normal place of business and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last). Daily travel between normal residence and normal place of work is included.
- OT16 **Away from Premises cover excluding commuting**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured**, involving travel to a point or points located away from normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last). Daily travel between normal residence and normal place of work is excluded.
- OT17 **Business trips outside the United Kingdom**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured**, involving travel outside the United Kingdom and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).
- OT18 **Business and/or holiday trips outside the United Kingdom**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured** and/or holiday travel outside the United Kingdom and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).
- OT19 **Business trips outside the United Kingdom including air travel within the United Kingdom**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured** involving:
- (a) travel outside the United Kingdom and/or
 - (b) air travel within the United Kingdom and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).
- OT20 **Business and/or holiday trips outside the United Kingdom including air travel within the United Kingdom**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured** and/or holiday involving:
- (a) travel outside the United Kingdom and/or
 - (b) air travel within the United Kingdom and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).
- OT21 **Business trips outside the United Kingdom, air travel within the United Kingdom and trips within the United Kingdom involving an overnight stay**
Any trip commencing during the Period of Insurance in connection with the business of the **Insured** involving:
- (a) travel outside the United Kingdom and/or
 - (b) air travel within the United Kingdom and/or

- (c) any travel within the United Kingdom provided such travel involves an overnight stay away from home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).

OT22 Business and/or holiday trips outside the United Kingdom, air travel within the United Kingdom and trips within the United Kingdom involving an overnight stay

Any trip commencing during the Period of Insurance in connection with the business of the **Insured** and/or holiday travel involving:

- (a) travel outside the United Kingdom and/or
- (b) air travel within the United Kingdom and/or
- (c) any travel within the United Kingdom provided such travel involves an overnight stay away from home or normal place of business and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).

OT23 Holiday trips outside the United Kingdom

Any trip commencing during the Period of Insurance in connection with the a holiday outside the United Kingdom and shall start from the time of leaving home or normal place of business (whichever is left first) and continue until arrival back at home or normal place of business (whichever is reached last).