



Global Shield[®]+

Group Injury, Illness and Business Travel

Contents

WELCOME	2
CONTRACT DETAILS	2
HOW TO MAKE A CLAIM	3
EMERGENCY CLAIMS	3
NON-EMERGENCY CLAIMS.....	3
IMPORTANT INFORMATION	4
DISPUTES AND COMPLAINTS.....	4
FINANCIAL SERVICES COMPENSATION SCHEME	5
CURRENCY, LANGUAGE AND LAW	5
TRAVEL ADVICE.....	6
TRAVEL INFORMATION AND ASSISTANCE WEBSITE	6
OPERATIVE TIMES	8
SECTION 1 – PERSONAL ACCIDENT	11
SPECIAL DEFINITIONS	11
COVER – WHAT IS COVERED	12
OPTIONAL ADDITIONAL BENEFITS	14
SPECIAL CONDITIONS	15
EXCLUSIONS – WHAT IS NOT COVERED.....	15
SECTION 2 – ILLNESS	16
SPECIAL DEFINITIONS	16
COVER – WHAT IS COVERED	16
SPECIAL CONDITION.....	16
EXCLUSIONS – WHAT IS NOT COVERED.....	16
SECTION 3 – TRAVEL	17
MEDICAL, EMERGENCY AND EVACUATION EXPENSES	17
PROPERTY AND BUSINESS EQUIPMENT	18
MONEY.....	19
HIJACK.....	20
EMPLOYEE REPLACEMENT OR RESUMPTION OF ASSIGNMENT EXPENSES	20
KIDNAP AND HOSTAGE EXPENSES	21
CANCELLATION, CURTAILMENT OR REARRANGEMENT EXPENSES.....	22
POLITICAL EVACUATION EXPENSES	23
NATURAL DISASTER EVACUATION SERVICES.....	24
SCHEDULED AIRLINE FAILURE	25
LEGAL EXPENSES	26
PERSONAL LIABILITY.....	26
CAR HIRE EXCESS WAIVER	27
GENERAL DEFINITIONS – THE MEANING OF WORDS	29
GENERAL EXCLUSIONS – APPLICABLE TO THE WHOLE POLICY	33
GENERAL CONDITIONS – APPLICABLE TO THE WHOLE POLICY	34

Welcome

Thank **you** for choosing **us** for **your** insurance. This document sets out what is and what is not covered. The **schedule** shows the cover **you** have chosen and any special terms that apply. Certain words shown in **bold** in this insurance have specific meanings and **we** explain these under **definitions**.

Please check that the cover in this document and the **schedule** meet **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact **your** insurance adviser who arranged this insurance for **you**.

Contract details

This Policy Wording and **your** Insurance **Schedule** are issued to you by Naturesave Policies Ltd in capacity as agent of the Insurers (**Canopus Managing Agents Limited**) under the contract reference shown in the schedule. In exchange of **your** paying the premium amount referenced in **your** Insurance **Schedule**, **you** are insured in accordance with the Terms & Conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

A handwritten signature in black ink, appearing to read 'Matthew Criddle', is centered on a light gray rectangular background.

Signed by Matthew Criddle
Authorised signatory of Naturesave Policies Ltd

How to make a claim

Emergency Claims

If an **insured person** requires in-patient hospital treatment whilst on a **trip** they must ring the telephone number provided below, which is also shown on the Sompno Canopus travel assistance card and in the **schedule**, before seeking treatment.

Tel: +44 (0) 1273 624661

The information **you** will be required to provide is:

1.	The insured person's name.
2.	The policy number (if known).
3.	The name of the insured person's employer, company or organisation.
4.	The telephone of facsimile number on which an insured person or the insured or their representatives can be contacted.
5.	The insured person's address abroad.
6.	Details of the medical problem, the hospital and the name of the doctor conducting treatment.

Medical assistance services provided by the team:

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

Non-Emergency Claims

For non-emergency assistance claims other than as stated elsewhere in this policy, **you** or the **insured person** should contact, in the first instance, the insurance intermediary who sold them the policy (whose details will appear on correspondence sent to **you**). The insurance intermediary will be able to assist **you** with making the claim and any further issues that may arise.

Following this, the claim should be forwarded with full particulars to the One Group at the following address;
One Group, 3rd Floor, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

Telephone (within the UK): 01608 641351
Telephone (outside the UK): 00 44 1608 641351
E-mail: enquiries@rogerrich.co.uk

Claims forms will be sent once contact is made.

Important Information

Disputes and complaints

We aim to provide **you** with a high quality service at all times, although it is recognised that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, the party / parties to whom **you** should address **your** complaint is dependent upon whether **your** business qualifies as an 'eligible complainant' in the **United Kingdom**, as defined in the Financial Conduct Authority's Handbook.

If you are not an individual, or a micro-enterprise (have fewer than 10 employees or have an annual turnover of less than EUR 2 million), you may still follow step 1.

Step 1 Please contact:

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

If **you** would rather address **your** complaint directly to Lloyd's, **you** can do so by following the procedures on the next page, or details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" which is available at www.lloyds.com/complaints. Alternatively, **you** may ask Lloyd's for a hard copy.

If **you** or an **insured person** has any questions or concerns about the handling of a claim they should in the first instance contact:

Claims Manager, Roger Rich and Co, 2A Marston House, Cromwell Business Park, Chipping Norton, Oxfordshire, OX7 5SR

If **you** or an **insured person** has a problem concerning any other aspect of the policy please contact the Insurance Intermediary that sold you this policy.

In the event that **you** or an **insured person** remain dissatisfied and wish to make a complaint, **you** or an **insured person** may refer the matter to Lloyd's of London at:-

Step 2

Complaints
Identic House
Walter Burke Way
Chatham Maritime
Kent ME4 4RN

Email: complaints@lloyds.com
Tel: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Website: www.lloyds.com/complaints/policyholders

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Step 3

In the event that the Lloyd's complaints team is unable to resolve the complaint, it may be referred to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Tel No: 0800 023 4567 (normally free from a fixed line, but charges may apply from a mobile phone)
or 0300 1239 123 (normally free from a fixed line, but charges may apply from a mobile phone)

These complaints procedures do not affect your rights to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. The **Insured** or **Insured Person** may be eligible to compensation from the scheme should any participating Insurer be unable to meet its obligations under this contract.

If the **Insured** or **Insured Person** were entitled to compensation under the scheme, the level and extent of the compensation will be dependent upon the nature of this contract.

Further information about the scheme is available using the details below:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Booth Street
London, EC3A 7QU

Website: www.fscs.org.uk

Currency, Language and Law

Language

This insurance is written in English and all communications about it will be in English.

Governing law

Unless **we** have agreed otherwise with **you**, this contract is governed by the laws of England and Wales.

Travel advice

Before a journey abroad

Medical cover and the European Health Insurance Card

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

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

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

You can get more details from the EHIC Information Service website at www.ehic.org.uk, from the Department of Health or from local post offices if **you** live in the UK, off the website at www.ehic.ie, from the Health Service Executive or from **your** local Health Office if **you** live in Ireland.

If your permanent address is in the UK

Foreign & Commonwealth Office (FCO) Travel Advice

Before **you** set off on any foreign travel, check out the FCO website at www.gov.uk/foreign-travel-advice

The site is packed with essential travel advice and tips, plus up-to-date information about the country **you** are thinking of visiting. Or **you** can phone them on 020 7008 1500.

You can use the 'FCO LOCATE' service. If **you** tell them where **you** are travelling to, the embassy and crisis staff can provide better help if there is an emergency such as a tsunami or terrorist attack.

It only takes a few minutes to register **your** contact details and travel plans online so the local British embassy will know **you** are coming. There's no need to contact the embassy direct.

When **you** then go on another trip, simply log in and update **your** LOCATE account. They will let the next British embassy know.

Register with LOCATE now using their online form at www.locate.fco.gov.uk/locateportal/

United States of America – 'Patient Protection & Affordable Care Act'

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

Operative Times

The applicable definition of **operative time** for each category of **insured person** is shown in the attached **schedule** with the full description of each **operative time** shown below.

Operative time means a time within the **period of insurance** during which coverage shall apply, being:

Section 1 - Personal Accident

24 hours a day

At any time during the **period of insurance**.

Occupational accidents only excluding commuting

- While an **insured person** is carrying out his or her duties for **you**.
- At any time while an **insured person** is on **your** premises.
- While an **insured person** is travelling, at **your** expense, directly between places of work.

Occupational accidents only including commuting

While an **insured person** is carrying out his or her duties for **you**.

- At any time while an **insured person** is on **your** premises.
- While an **insured person** is travelling directly between their home and place of work.
- While an **insured person** is travelling, at your expense, between places of work.

Business trips outside the United Kingdom

While on a **business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner.

Business and/or holiday trips outside the United Kingdom

While on a **business trip** or **non-business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner.

Business trips outside the United Kingdom, air travel within the United Kingdom and business trips within the United Kingdom involving an overnight stay

While on a **business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner. Or while on a **business trip** in the **United Kingdom** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

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

While on a **business trip** or **non-business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner. Or while on a **business trip** or **non-business trip** in the **United Kingdom** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Business trips outside Ireland

While on a **business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner.

Business and/or holiday trips outside Ireland

While on a **business trip** or **non-business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner.

Business trips outside Ireland, air travel within Ireland and business trips within Ireland involving an overnight stay

While on a **business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner. Or while on a **business trip** in Ireland that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Business and/or holiday trips outside Ireland, air travel within Ireland and business or non-business trips within Ireland involving an overnight stay

While on a **business trip** or **non-business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner. Or while on a **business trip** or **non-business trip** in Ireland that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Occupants of vehicles including loading or unloading

While driving or riding as a passenger in any vehicle owned, leased or hired by **you**, including while getting into or out of a vehicle, loading and unloading a vehicle, and while carrying out emergency roadside repairs.

Section 2 – Illness

24 hours a day

At any time during the **period of insurance**.

Section 3 – Travel

Business trips outside the United Kingdom

While on a **business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner.

Business and/or holiday trips outside the United Kingdom

While on a **business trip** or **non-business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner.

Business trips outside the United Kingdom, air travel within the United Kingdom and business trips within the United Kingdom involving an overnight stay

While on a **business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner. Or while on a **business trip** in the **United Kingdom** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

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

While on a **business trip** or **non-business trip** outside the **United Kingdom**, cover starts from the time the **insured person** leaves their home or their place of work in the **United Kingdom**, whichever is later, until they return to their home or place of work in the **United Kingdom**, whichever is sooner. Or while on a **business trip** or **non-business trip** in the **United Kingdom** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Business trips outside Ireland

While on a **business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner.

Business and/or holiday trips outside Ireland

While on a **business trip** or **non-business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner.

Business trips outside Ireland, air travel within Ireland and business trips within Ireland involving an overnight stay

While on a **business trip** outside Ireland, cover starts from the time the **insured person** leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner. Or while on a **business trip** in Ireland that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Business and/or holiday trips outside Ireland, air travel within Ireland and business or non-business trips within Ireland involving an overnight stay

While on a business trip or non-business trip outside Ireland, cover starts from the time the insured person leaves their home or their place of work in Ireland, whichever is later, until they return to their home or place of work in Ireland, whichever is sooner. Or while on a business trip or non-business trip in Ireland that involves an overnight stay or a flight, cover starts from the time the insured person leaves their home or place of work, whichever is later, until they return to their home or place of work, whichever is sooner.

Section 1 – Personal accident

Special definitions

The following words or phrases have the meanings given below whenever they appear in section 1 – Personal accident, and in the endorsements and parts of the schedule that apply to section 1.

Burns

Full thickness, third degree **burns** resulting in a permanent scar.

Convalescence

A period of recuperation on the orders of a **medical practitioner** after release from **hospital** following **hospitalisation** of at least seven (7) nights.

Excess period

The initial period of temporary disability during which **we** will not pay the benefit under **temporary total disablement** or **temporary partial disablement** on the **schedule**.

Fracture

A **fracture** is a complete or incomplete break in a bone resulting from an **accident**.

Hemiplegia

Permanent paralysis in one vertical half of a patients' body.

Home

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

Loss of enjoyment of life

Bodily injury to an **insured person** which is confirmed by the **insured person's medical practitioner** as necessitating the assistance of another person or a mechanical device to undertake two or more of the following activities on behalf of the **insured person** for the remainder of their life:

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

Loss of hearing

Total and permanent loss of hearing.

Loss of a limb

In the case of a leg, total and permanent physical loss of, or loss of use of, a complete foot or leg.

In the case of an arm, total and permanent physical loss of, or loss of use of, a complete arm or hand.

Loss of sight

The permanent and total loss of sight which **we** will consider as having happened:

- in both eyes, if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully-qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight the **insured person** has left in that eye is 3/60 or less on the Snellen scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of speech

Total and permanent **loss of speech**.

Osteoporosis

The thinning of the bone out of proportion to age.

Paraplegia

Permanent and total paralysis of the lower limbs, involving loss of movement and feeling.

Quadriplegia

Complete paralysis of the body from the neck down.

Spectacles

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

Triplegia

Permanent and total paralysis of three limbs.

Cover – what is covered

If, during the **operative time**, an **insured person** suffers a **bodily injury**, **we** will pay **you** or, in the case of medical expenses, the **insured person**, up to the **sum insured** shown in the **schedule**.

If an **insured person** disappears and it is reasonable to believe that he or she has died as a result of an **accident** covered by this section, **we** will pay the claim as long as **you** sign an agreement to say that if the **insured person** is later found to be alive, **you** will refund any amount **we** have paid.

The benefits given below are included in cover at no additional premium.

Burns benefit

If an insured **person** sustains bodily **injury** following an **accident** during the **period of insurance** which results in burns, **we** will pay the **you** the amount appropriate to the benefit shown below:

- 27% or more of the body surface: £5,000
- 18% or more of the body surface: £4,000
- 9% or more of the body surface: £3,000
- 4.5% or more of the body surface: £1,500

Coma benefit

If, during the **operative time**, an **insured person** suffers a **bodily injury** which results in them being continuously unconscious, **we** will pay **you** £350 a week for each full week they are unconscious. **We** will do this for up to one hundred and four (104) weeks from the date the **insured person** first became unconscious.

Fracture benefit

If an **insured person** sustains **bodily injury** during the **period of insurance** which results in a **fracture**, **we** will pay **you** the amount appropriate to the benefit shown below:

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

Exclusions Applicable to Fracture benefit – See also General exclusions:

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

- **Osteoporosis** where this condition has been diagnosed and made known to the **insured person** prior to the **fracture**.

Funeral expenses

If **we** pay a death claim on behalf of an **insured person**, **we** will pay up to £2,000 for **funeral expenses**.

Home modification benefit

If as a direct result of **bodily injury**, during the **operative time**, which results in a claim that is payable under any one of the Benefits 2 – 8 (listed in the **schedule**) or, the **insured person** is required to modify their **home** (limited to the modification for external or internal wheelchair access, internal guide rails, emergency alert system) in order for the **insured person** to perform the daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **home**, we will pay the cost incurred for such modifications to a maximum of £15,000.

This benefit is only payable where such modifications are undertaken with **our** prior written agreement, and the agreement of the **insured person's** attending **medical practitioner**.

Hospital & convalescence benefit

We will pay £50, for each full twenty four (24) hours of **hospitalisation**, after the first six (6) days, if, during the **operative time**, an **insured person** suffers a **bodily injury** which they need inpatient **hospital** treatment for in the **United Kingdom** or Ireland, whichever is their **country of residence**. The most **we** will pay is up to £2,500.

We will further pay £30, for each full twenty four (24) hours period of **convalescence** for up to 28 days following a seven (7) or more over-night stays in Hospital.

Exclusions applicable to Hospital and convalescence benefit – See also General Exclusions:

We will not pay any claim for any benefit once the insured person has returned to work or is able to resume the majority of their daily duties or activities performed prior to suffering an injury.

Loss of enjoyment of life benefit

We will pay 5% of the **permanent total disablement sum insured** as stated in the **schedule** to a maximum of £7,500 whichever is the lesser; for **loss of enjoyment of life** to an **insured person** following a claim which is payable under section 1, benefits **loss of limb(s)**, **loss of Sight**, **loss of speech**, **loss of hearing** and **permanent total disablement** (listed in the **schedule**)

Conditions applicable to loss of enjoyment of life benefit – See also General conditions: -

- A claim will only be considered where the **insured person's medical practitioner** has confirmed the necessity for assistance or a mechanical device.

Optical injury benefit

If an **insured person** sustains an optical injury following an **accident** during the **period of insurance** which requires the **insured person** to be admitted as an in-patient to **hospital**, **we** will pay up to a maximum of £25 for an eye test if this is required, and in addition, up to £150 towards the cost of purchasing, replacing or repairing **spectacles** or contact lenses;

- for accidental damage to spectacles; or
- if contact lenses need to be replaced due to damage; or
- the insured person within thirty (30) days of the optical injury is prescribed spectacles or contact lenses due to eye damage.

Paraplegia, quadriplegia, triplegia or hemiplegia

We agree to pay the amount shown on **your schedule** for extra benefits as well as the **sum insured** shown for Benefit 4 – **Permanent total disablement** in the **schedule**, if an **insured person** suffers permanent paralysis from either **paraplegia, quadriplegia, triplegia or hemiplegia**.

Physiotherapy benefit

If an **insured person** sustains **bodily injury** following an **accident** during the **period of insurance** which results in a claim being paid under this policy for a **fracture**, **we** shall compensate the **insured person** up to £35 for each session of physiotherapy and up to a maximum of £350 in total.

Exclusions applicable to physiotherapy benefit – see also General exclusions

- Any treatment received beyond twelve (12) months of an **accident**.

Rehabilitation expenses

We will pay, after a claim for **permanent total disablement** has been settled in favour of an **insured person** under this policy, the actual costs incurred (not exceeding £500 per month for a maximum of six (6) months) for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution. Such tuition, advice or treatment must be undertaken with **our** prior agreement and the agreement of the **insured persons' medical practitioner**.

Retraining benefit

If **we** pay a claim on behalf of an **insured person** for **permanent total disablement**, **we** will also pay **you** the reasonable expenses **you** have to pay to retrain that **insured person** for another job. **We** will pay up to £5,000.

Urgent expenses following death

If an **insured person** sustains **bodily injury** following an **accident** during the **period of insurance** which within twenty four (24) months results in death and an interim death certificate is issued, **we** will pay £1,000 to cater for

expenses which need urgent or immediate payment whilst the administration of the **insured person's** estate is being arranged. These expenses are payable in addition to the death benefit which will become payable on production of the final death certificate.

Optional Additional benefits

Extended scale of benefits (Continental scale)

If the **schedule** indicates that the extended scale of benefits (Continental scale) is operative, these benefits are payable as a percentage of the **sum insured** specified for Benefit 4 (**permanent total disablement**) of the Personal Accident **schedule**:

1. Senses and Faculties			
1.1	Total loss of sense of taste and smell		30%
2. Face and Skull			
2.1	Loss of whole of lower jaw		100%
2.2	Loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask		100%
2.3	Loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result		70%
2.4	Loss of bony substance of the skull in all its thickness		
2.4.1	6sq. cm		30%
2.4.2	3sq. cm		10%
2.5	Prominently raised facial scarring totaling		
2.5.1	15cm in length or 15 sq. cm in area		20%
2.5.1	5 cm in length or 5 sq. cm in area		5%
3. Bodily Organs and Spinal Column			
3.1	Loss of one kidney		40%
3.2	Loss of the whole of one lung		40%
3.3	Severe loss of spinal strength and mobility substantially and continuously restricting normal day to day domestic activity		50%
3.4	Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity		20%
4. Upper Limbs			
			LEFT* RIGHT*
4.1	Loss of one arm or one hand		100% 100%
4.2	Complete immobility of shoulder		60% 70%
4.3	Complete immobility of elbow	4.3.1 in unfavourable position	40% 50%
		4.3.2 in favourable position (within 15 degrees of right angle)	25% 35%
4.4	Complete immobility of wrist	4.4.1 in awkward position	30% 35%
		4.4.2 in straight position	20% 25%
4.5	Total loss of thumb		20% 25%
4.6	Partial loss of thumb		10% 15%
4.7	Complete immobility of thumb		10% 15%
4.8	Total loss of forefinger		10% 15%
4.9	Partial loss of forefinger	4.9.1 two phalanges	6% 10%
		4.9.2 one phalange	3% 5%
4.10	Total loss of any other finger		3% 5%
5. Lower Limbs			
5.1	Loss of half of a foot		40%
5.2	Complete immobility of hip		50%
5.3	Complete immobility of knee		30%
5.4	Total or partial loss of kneecap with considerably restricted movement		30%
5.5	Total or partial loss of kneecap with full movement preserved		15%
5.5	Shortening of lower limb	5.6.1 by 5cm or more	15%
		5.6.2 by 3 to 5cm	20%
		5.6.3 by less than 3cm	5%
5.6	Complete immobility of big toe		10%
5.7	Loss of any other toe		3%

* If the **insured person** is left handed, the benefits for upper limbs are reversed.

Provisions applicable to the extended scale of benefits (Continental scale):

- Benefit for any permanent disability not noted above will be calculated by **us** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation

provided that:

- a) the total benefit payable shall not exceed 100% of the **sum insured** for each **insured person** as the result of any one **accident**.
 - b) if a benefit is payable for the **loss of a limb**, then any benefits for the loss of parts of that limb cannot also be claimed.
 - c) any existing disability will be taken into account in assessing benefits payable in respect of any subsequent bodily **injury**.
2. If an **insured person** is left handed, the percentage levels of compensation applicable to the right upper limb shall be deemed to apply to the left upper limb and vice versa.
 3. Scarring which is not prominently raised shall be compensated to the extent of half the amount payable for prominently raised scarring.
 4. Complete immobility of a finger or toe (other than thumb and big toe) shall be compensated to the extent of half the amount specified for total loss.

Special conditions

The following extra conditions apply to section 1 – Personal accident.

1. For any one **insured person** we will not pay a claim under more than one of Benefits 1 to 8 of section 1 on the **schedule** for any one **accident**. If we have made any payment for weekly benefit under Benefits 9 or 10 of section 1 on the **schedule**, we will take this amount from any amount we later pay for Benefits 1 to 8 under section 1.
2. We will not pay benefit of more than £15,000 under Benefit 1 of section 1 for an **insured person** who is a **child**, unless he or she is between 16 and 18 years of age at the time of the injury and is a **director** or **employee** for you.
3. If an **insured person** is not covered under Benefit 1 of section 1, we will not pay for Benefits 2 to 8 of section 1 until at least 13 weeks after the date of the **accident**. We will then only pay if the **insured person** has not died in the meantime as a result of the **accident**.
4. If an **insured person** is covered under Benefit 1 of section 1, but the benefit we will pay is less than for Benefits 2 to 8 of section 1, and the injury does not immediately result in death, we will not pay more than the amount of the death benefit until at least 13 weeks after the date of the **accident**.
5. If the consequences of an **accident** are more serious because of any physical disability or condition an **insured person** had before the **accident** happened, the amount we will pay will be the amount we would reasonably consider to have paid if those consequences had not been so serious.

Exclusions – what is not covered

The following exclusions apply to section 1 – Personal accident.

We will not cover any claim resulting from:

- any sickness or disease not resulting from an accidental **bodily injury**;
- any naturally-occurring condition or process; or
- any gradual cause.
- We will not pay any claim for **temporary total disablement** or **temporary partial disablement** for more than 104 weeks from the date of the **accident**, less the **excess period**.
- We will not pay any benefit to an **insured person** after the end of the **period of insurance** in which they become 85.

Section 2 – Illness

Special definitions

The following words or phrases have the meaning given below whenever they appear in section 2 – Illness, the endorsements, and parts of the **schedule** that apply to section 2.

Loss of sight

The permanent and total loss of sight which we consider as having happened:

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.

Pre-existing condition

Any disability, condition or **illness** for which an **insured person** has received or required medical or psychiatric treatment or counselling in the twenty four (24) months prior to the effective date of the **insured person's** inclusion in the policy. This stipulation is valid until a period of twenty four (24) months has elapsed during which time the **insured person** has neither received nor required any medical or psychiatric treatment or counselling for the said disability, condition or **illness**.

Cover – what is covered

If an **insured person** suffers loss of sight, **permanent total disablement** by paralysis (other than general paralysis of a person having a mental disorder or form of dementia) or **temporary total disablement** as a result of an **illness**, we will pay **you** up to the sum insured shown in the **schedule**. For a valid claim under **temporary total disablement**, we will work out **your** benefit from the first date the **insured person** was not able to work due to the **illness**.

Special condition

The following extra condition applies to section 2 – Illness.

1. If **we** have made any payment for weekly benefit under **temporary total disablement** of section 2 on the **schedule**, **we** will take this amount off any amount **we** later pay for benefits **loss of sight in both eyes** or **permanent total disablement** by paralysis under section 2 on the **schedule**.

Exclusions – what is not covered

We will not pay for the following:

1. Any **loss of sight** or **permanent total disablement** if the **insured person** dies within fifty two (52) weeks of the **illness**.
2. The **excess period** of a claim for any **insured person's temporary total disablement**.
3. Any claim for an **insured person** who was aged sixty five (65) or over at inception or renewal of this policy.
4. Any claim for **temporary total disablement** for more than fifty two (52) weeks from the date an **insured person** was first unable to work because of the **illness**, less the **excess period**.
5. More than one of benefits **loss of sight in both eyes**, **permanent total disablement** by paralysis or **temporary total disablement** under section 2 on the **schedule**.
6. Any **loss of sight**, **permanent total disablement** or **temporary total disablement** resulting from the following:
 - a. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery
 - b. Any **pre-existing condition**

Section 3 - Travel

Medical, emergency and evacuation expenses

Cover – what is covered

If an **insured person** suffers a **bodily injury** or **illness** during the **operative time**, **we** will pay **you** or the **insured person** for medical expenses, emergency travel expenses and evacuation expenses reasonably charged as a direct result. **We** will pay this from the date of the **bodily injury** or **illness**:

- for up to two years;
- until the **insured person** returns to their **country of residence**; or
- until **we** have paid up to the **sum insured** shown in the **schedule**;
whichever happens first.

Children's fund

We will pay £2,500 for each **child** (being limited to £5,000 in the aggregate for all **children** in any one family) should the **insured person** die as a result of **bodily injury** following an **accident** when travelling overseas.

Dental Expenses

We will pay up to £4,000 or for **dental expenses** if they result from an emergency or **bodily injury**. **We** will only pay for natural teeth and up to £400 for each tooth.

Emergency travel expenses

We will pay for the extra transport and accommodation expenses (less any amount we could recover or save) for an **insured person** and up to two people who need to travel to, stay with, or escort an ill or injured **insured person**.

Evacuation expenses

The cost of transporting an **insured person**, by any suitable method, to an appropriate medical facility or to their **home** in the **United Kingdom**, or their **country of residence**. **Our** appointed medical advisor and the local **medical practitioner** must recommend this action. If the **insured person** dies, **we** will pay the costs of transporting their body or ashes and their personal belongings back to their **country of residence**.

Or, **we** will pay the reasonable expenses, up to £10,000 for a funeral abroad.

Flow on medical expenses

In the event of a valid claim under **medical expenses**, **emergency travel expenses** or **evacuation expenses**, **we** agree to pay costs incurred for **hospital** in-patient medical charges necessarily incurred within three (3) months immediately following the **insured persons** date of return to the **United Kingdom**, up to a maximum of £25,000, provided such costs occur in the **United Kingdom**.

Hospital in-patient benefit

We will pay £50 every day for each full 24-hour period, up to £1,500 in total, if an **insured person** suffers a **bodily injury** or **illness** during the **operative time** which needs inpatient hospital treatment outside the **United Kingdom**.

Medical expenses

The amount **you** have to pay, outside the **United Kingdom**, for medical, surgical or other treatment, excluding dental expenses, given or prescribed by a **medical practitioner**, and all hospital, nursing home and ambulance charges.

Non-travelling partner accidental death

We will pay **you** a benefit of £5,000 if whilst an **insured person** is travelling, their **partner** dies whilst in the **United Kingdom**, as a result of **bodily injury** following an **accident**.

Exclusions – what is not covered (see also General exclusions on page 11)

The following exclusions apply to Medical-emergency travel and rescue expenses. **We** will not cover any claim resulting from the following.

1. An **insured person** travelling against the advice of a **medical practitioner**, for the purpose of getting medical treatment or advice abroad, or after a terminal prognosis has been given (that is, the **insured person** has been told they have a terminal condition which they will not recover from)
2. An **insured person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents
 - Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery
 - the cost of continuing regular medication or treatment or for any associated travel, accommodation or other expenses incurred in procuring such medication or treatment in respect of any condition for which medical advice or treatment was being followed at the time that the journey commenced, unless the **insured** or an **insured person** has been subject to a travel delay of more than 6 hours.
 - An **insured person** who resides in or pays income tax in the USA who does not maintain an ACA compliant healthcare policy in the USA.

Also, **we** will not cover any claim that is covered by any other insurance.

Property and business equipment

Special definitions

The following terms have the meanings given below whenever they appear in the section - Property and business equipment, the endorsements, and parts of the **schedule** that apply to this section.

Personal property

Property owned by, or in the custody or control of, an **insured person**.

Valuables

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, electronic and electrical equipment of any kind (including CDs, DVDs and other transportable media), telecommunications and video equipment.

Cover – what is covered

If an **insured person** loses, has stolen or damages **personal property** during the **operative time**, **we** will pay **you** or the **insured person** the cost of replacing or repairing the item. **We** will pay up to the **sum insured** shown in the **schedule**.

If the **insured person's personal property** is temporarily lost for more than six (6) hours, **we** will pay up to £1,000 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, **we** will take the amount **we** have already paid for the temporary loss from the payment for permanent loss.

Loss of keys

If an **insured person** loses the keys to their main residence whilst on an insured trip, **we** will pay up to a maximum of £150 towards the total cost (being parts and labour) of replacing the lock(s). It is noted that the **insured person** must make their own arrangements for this work to be carried out.

Travel documents

If, during the **operative time**, an **insured person** loses or damages their passport, animal passport, visa, travel tickets or other essential travel documents, **we** will pay **you** or them for the reasonable and necessary costs of replacing them. **We** will pay up to £1,000.

Special conditions

The following extra condition applies to Property and business equipment.

- Total loss or destruction of any article of property not more than three (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.

Exclusions – what is not covered

The following exclusions apply to Property and business equipment. **We** will not cover any claim resulting from the following:

1. Any item, article or set valued at more than £2,500 unless **we** specifically agree beforehand.
2. Loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the vehicle they were being transported in.
3. Loss or damage caused by:
 - a) moth, vermin, wear and tear, weather or gradual deterioration;
 - b) mechanical or electrical failure or breakdown; or
 - c) any process of cleaning, dyeing, restoring, repairing or alteration.
4. A loss which was not reported to the police or other appropriate authority as soon as possible, and which they have not confirmed in a written report.
5. Any loss or damage while the property is in the custody of a carrier if **you** do not report it to the carrier as soon as possible and get a report.
6. Any loss or damage to **valuables** while in the custody of a carrier and outside the control of the **insured person**.
7. Loss or damage caused by customs or other officials delaying, detaining or confiscating the property.
8. Loss of or damage to vehicles, their accessories or spare parts.
9. Sports equipment lost or damaged whilst in use.
10. Loss of or damage to **personal property** sent as freight or under an 'airway-bill' or 'bill of lading'.
11. Loss of **money** (as defined under the section for – **money**), bonds and securities of any kind.
12. The **insured person** not taking reasonable care to protect their property.

Also, **we** will not cover any loss or damage that is covered by any other insurance.

Money

Special definition

The following word has the meaning given below whenever it appears in the section – Money, the endorsements, and parts of the schedule that apply to this section.

Money

Coins, bank or currency notes, banker's drafts, bills of exchange, credit notes, luncheon vouchers, credit cards, debit cards or charge cards, phone cards, postal or money orders, driving licence, postage stamps, traveller's cheques, petrol or other coupons with a financial value, or credit vouchers which belong to or are in the custody and control of an insured person and are intended for travel, meals, accommodation and personal spending only.

Cover – what is covered

We will pay **you** or an **insured person** for loss or theft of money or travel tickets, or financial loss **you** or they suffer as the result of fraudulent use of credit cards, debit cards or charge cards during the **operative time**. **We** will pay up to the sum insured shown in the **schedule**.

We will cover foreign currency and traveller's cheques bought for **insured trips** within the **operative time**. The cover for these items will also apply from the time they are collected or 120 hours before departing on the **insured trip**, whichever is later, and up to one hundred and twenty (120) hours after the **insured trip** ends or they are paid into an account or cashed, whichever is sooner.

Exclusions – what is not covered

The following exclusions apply to this section – Money.

We will not cover any claim resulting from the following:

13. Any loss of cash worth more than £1,500 .
14. Loss or theft of a credit card, charge card or cash card unless **you**, or an **insured person**, have kept to all the terms and conditions for the card.
15. Any loss due to mistakes, neglect or loss of value.
16. Any loss due to customs or other officials detaining or confiscating the **money**.
17. A loss which was not reported to the police or other appropriate authority as soon as possible, and which they have not confirmed in a written report.
18. Any loss of cash which an **insured person** does not have on them or have control of, unless it was in a locked hotel room, apartment or holiday home, safe or safety deposit box, and there is evidence of a forced entry.
19. Any loss of **money** while in the custody of a carrier.
20. The **insured person** not taking reasonable care to protect their **money**.

Also, **we** will not cover any loss that is covered by any other insurance.

Hijack

Cover – what is covered

We will pay £500 for each complete day that an **insured person** is forcibly or illegally held as the result of a hijack which starts during the **period of insurance**. **We** will pay up to the sum insured shown on the **schedule**.

Exclusions – what is not covered

The following extra exclusions apply to the section – Hijack. **We** will not cover any claim resulting from the following.

- Paying a ransom.
- **You** committing any acts which would be considered an offence under English or Irish law (as appropriate).
- **We** will not cover any claim that is covered by any other insurance.

Employee replacement or resumption of assignment expenses

Cover – what is covered

We will pay **you** up to an amount not exceeding the **sum insured** stated in the **schedule**, for any **expenses** incurred during the **operative time** as a direct result of any **bodily injury** to or **illness** of an **insured person** which, in the opinion of a **medical practitioner**, will last for a period in excess of seventy two (72) hours for either:

- Employee replacement – the appointment of a substitute person to complete the original business commitments and objectives of the **insured person**; or
- Resumption of assignment – the return of the original **insured person** whom **we** have repatriated back to the **United Kingdom**, following an event covered under section **Medical, emergency and evacuation expenses**, within ninety (90) days of such repatriation, to complete their original business commitments and objectives.

Specific exclusions applicable to Employee replacement or resumption of assignment expenses

We will not pay any claim:

- which is the direct or indirect result of an **insured person** travelling against the advice of a **medical practitioner**;
- for **expenses** that you or an **insured person** has paid or budgeted to pay before the commencement of the **business trip**.

Kidnap and hostage expenses

Special definitions

The following words or phrases have the meanings given below whenever they appear in the section – **Kidnap** and **hostage** expenses, the endorsements, and parts of the **schedule** that apply to this section.

Consultant Costs

Reasonable fees and expenses of our chosen consultants incurred during response to a **kidnap** or **hostage** situation, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

Hostage

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

Kidnap/Kidnapped/Kidnapping

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

Ransom

The sum demanded for the return or redemption of a **hostage** following their **kidnap**.

Cover – what is covered

We will pay up to a maximum of the sum insured stated in the **schedule** if an **insured person** is **kidnapped** or taken **hostage** for a period in excess of seventy two (72) hours which starts during the **operative time**.

The maximum payable under this section is £150,000 in the annual aggregate for all losses under this policy occurring during each **period of insurance**, and £25,000 in the annual aggregate in respect of **consultant costs**.

Special conditions

The following extra conditions apply to the section – **Kidnap** and **hostage** expenses. When a **kidnap** or **hostage** event has occurred or is believed to have occurred **you** must:

- inform **us** and our emergency assistance representatives Security Exchange and provide whatever information is requested as soon as possible
- inform, or allow us and our emergency assistance representatives Security Exchange to inform the law enforcement authorities in the country where an insured event has occurred of the **ransom** demand as soon as is practicable having regard for the personal safety of the **insured person**.

On the occurrence of any event liable to give rise to a claim under this section, **you** must immediately contact Sompocanopus. **Our** representative can be contacted twenty-four (24) hours a day, seven (7) days a week at the following number: +44 (0)7887 413708

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

Exclusions - See also General Exclusions

We will not pay any claim:

- In respect of any fraudulent, dishonest, or criminal acts committed by **you** or an **insured person**, or any person authorised by **you**.
- If the **insured person** is permanently residing or staying for more than ninety (90) consecutive days in the country where the **kidnapping** or **hostage** taking occurs.
- In respect of **kidnapping** of a **child** by its parent or legal guardian.
- Where the **kidnap** or **hostage** taking occurs in:
 - a) any country located in Central or South America; or
 - b) Iraq, Nigeria and the Philippines; or
 - c) any country in which the United Nations armed forces are deployed.

- If **you** and/or an **insured person** can recover costs from any other insurance policy.
- If you have had **kidnap** insurance cancelled or declined in the past.
- Any claim for an **insured person** within their usual **country of residence**.
- Any amount of **money** that **you** become legally liable to pay as the result of any legal action for damages including legal costs incurred by **you** 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**.
- Any amount of **money**, property or other consideration surrendered to those responsible for making a **ransom** demand to **you** or any person authorized to act on **your** behalf.

Cancellation, curtailment or rearrangement expenses

Cover – what is covered

We will pay **you** or an **insured person** up to the sum insured shown in the **schedule** if an **insured trip** within the **operative time** has to be cancelled, cut short or rearranged as a direct result of any cause outside **your** or their control.

If the **insured trip** has to be cancelled before the **insured person** leaves, **we** will pay for all deposits and payments already made for transport and accommodation costs that cannot be recovered.

If the **insured trip** has to be cut short after it has started, **we** will pay for unused transport and accommodation costs and other expenses which:

1. have been paid or will have to be paid; or
2. cannot be recovered from elsewhere.

When pre-booked travel arrangements in connection with an **insured trip** have to be altered after the **insured person** leaves, **we** will pay **you** or them for the extra costs of travel and accommodation which **you** cannot recover from elsewhere. These costs must be necessary to allow the **insured person** to continue the **insured trip** or return to their **country of residence**.

If a **director** or **employee** resigns or their employment ends more than thirty one (31) days before a pre-booked **insured trip** within the period of cover, **we** will pay **you** all deposits and any transport and accommodation costs **you** have had to pay as a result. However, **we** will not pay for any expenses **you** can recover from elsewhere.

We will pay **you** £25 per day or part thereof up to a maximum of ten (10) days in the event of an **insured person** attending jury service in the **United Kingdom**.

Diversion or Missed Travel Connections

We will reimburse **you** for all reasonable additional **expenses** incurred for the transportation and accommodation of an **insured person** up to an amount not exceeding £1,000 if, during the **period of insurance**, an **insured person** misses an international travel connection by more than five (5) hours due to:

- the unexpected failure of or disruption to pre-booked publicly licensed transportation in which the **insured person** had planned to travel.
- **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.
- strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, volcanic eruption, **accident** or mechanical breakdown of any vehicle in which the **insured person** is travelling.
- diversion of aircraft, sea vessel, publicly licensed passenger conveyance due to:
 - a) **Bodily injury** or **illness** of a fellow passenger or crew member;
 - b) strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, **accident** or mechanical breakdown of any vehicle in which the **insured person** is travelling.

Travel delay

If the ship, aircraft or train an **insured person** is booked to travel on to get to his or her planned destination is delayed because of a strike, industrial action, poor weather conditions or mechanical breakdown, **we** will pay up to the amount shown on **your schedule** for every hour, after the first six (6) hours, the **insured person** is delayed. The most **we** will pay is shown on **your schedule**.

Exclusions – what is not covered

The following exclusions apply to the section – Cancellation, curtailment or rearrangement expenses. **We** will not cover any claim for cancelling or cutting short a trip, or for a replacement trip, resulting from the following:

1. If **you** or an **insured person** decide not to travel or decide not to continue an **insured trip** within the **operative time**.
2. An **insured person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licenced sea vessel, train or coach, or their handling agents.
3. If **you** make an **insured person** redundant or end their contract of employment within thirty one (31) days of a pre-booked **insured trip** during the **operative time**.
4. If **you** make an **insured person** redundant or end their employment once an **insured trip**, within the **operative time**, has started.
5. If any company (or their agent) acting for **you** or an **insured person** fails to provide transport or accommodation.
6. Any regulations made by a public authority or government.
7. Claims arising from an aircraft, sea vessel or train being taken out of service (permanently or temporarily) under the orders or recommendation of a regulatory authority in any country.
8. A strike, labour dispute, mechanical breakdown or failure of transport (other than disruption of road and rail services by avalanche, snow or flood), unless the departure of a ship, aircraft or train the **insured person** is booked to travel on is delayed by at least twenty four (24) hours. However, **we** will not provide any cover if the delay is due to a strike or industrial action which existed, or the possibility of which existed, and which advance warning had been given before the date the **insured trip** was booked.
9. Any expenses arising if an **insured trip** within the **operative time** was, or was due to be, taken against the advice of a **medical practitioner** or for the purpose of getting medical advice or treatment abroad.
10. Any claim for cancellation if a ship, aircraft or train is delayed and an **insured person** fails to check in according to the itinerary supplied, unless the failure was due to strike or industrial action.
11. Any claims arising from a condition or circumstance **you** or the **insured person** knew about when this insurance was taken out or the **insured trip** was booked, if the condition or circumstance could reasonably have been expected to result in the **insured trip** being cancelled or cut short.
12. **Your** or an **insured person's** failure to obtain the necessary travel permits, visas or documents that result in refusal of entry to **the journey** destination.

Also, **we** will not cover any claim that is covered by any other insurance.

Political evacuation expenses

Cover – what is covered

We will pay you or an insured person the reasonable and necessary costs already paid (up to the sum insured shown in the schedule) for any one evacuation and in the aggregate should an insured person have to be evacuated from the country they are in overseas because of:

- a formal recommendation by the Foreign and Commonwealth Office that the **insured person** (or a specific group of people which includes the **insured person**) specifically leaves the country they are in;
- or
- the **insured person** is expelled or declared 'persona non grata' in the country they are in.

We will evacuate the **insured person** to the nearest place of safety or evacuate them to the **United Kingdom** or Ireland (whichever is **your** or the **insured person's country of residence**).

If the **insured person** cannot return directly to the **United Kingdom** or Ireland, **we** will pay up to £100 a day for up to fifteen (15) days or until the **insured person** can be evacuated to the **United Kingdom**. This is to cover reasonable and necessary expenses for accommodation or transport.

Exclusions – what is not covered

The following extra exclusions apply to this section. We will not cover any claim in the following circumstances.

- 1 If **you** or the **insured person** have broken or are accused of breaking the laws of the country from which the **insured person** has to be evacuated.

- 2 Which results from **your** or the **insured person's** failure to have the authorised documents, visas, permits and so on which are needed for the **insured person** to stay in the country.
- 3 Arising from any debt, commercial failure, insolvency, repossessing property or any other financial cause.
- 4 If **you** or an **insured person** fails to:
 - a) keep to any legal responsibility under any contract or licence;
 - b) provide any bond or other security because of any legal responsibility you or the **insured person** have; or
 - c) keep to any conditions in a licence.
- 5 If the **insured person** is told to leave their usual **country of residence**.
- 6 If any political unrest existed before the **insured person** entered the country or it was expected that the trouble would happen.
- 7 For expenses paid which were part of the original travel budget.
- 8 If we or our emergency assistance representatives decide that it is too dangerous to evacuate the **insured person** or it is illegal to do so.

Also, **we** will not cover any claim that is covered by any other insurance.

Special conditions

The following extra conditions apply to the section – Political evacuation expenses

- If an **insured person** needs evacuating, **you** or they must contact **our** emergency assistance representatives.
- If an incident occurs which is potentially covered under this section, **you** must inform **our** representatives **Security Exchange** who are available twenty-four hours a day, seven days a week. Please follow the below claims procedure:-

Claims procedure

If an **insured person** needs evacuating, **you** or they must contact **our** emergency assistance representatives; Mayday Assistance

We will not pay a claim unless **our** emergency assistance representatives have been contacted before any evacuation takes place or any additional costs or expenses are paid.

Mayday Assistance+44 1273 624661

If the above named representatives have not been contacted, then no claim will be paid.

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

Natural disaster evacuation services.

Cover - What is covered

If during the **period of insurance** while **you**, or an **insured person**, are travelling outside the **United Kingdom** or Ireland (whichever is **your** or the **insured person's country of residence**) have to be evacuated following a **major natural disaster** in the country that **you** or they are visiting to avoid personal risk of **bodily injury**, or **illness**, **we** will refund the reasonable and necessary costs for evacuation, or accommodation expenses up to the amount insured shown in the **schedule** for any one evacuation and in **aggregate**. This applies for:

- Returning the **insured person** to the **United Kingdom** or Ireland (whichever is **your** or an **insured person's country of residence**) or
- Evacuating the **insured person** to the nearest place of safety.

If the **insured person** cannot return directly to the **United Kingdom**, **we** will pay up to £100 a day for up to fifteen (15) days or until the **insured person** can be evacuated to the **United Kingdom**, whichever happens first. This is to cover reasonable and necessary expenses for accommodation or transport.

Special conditions

The following extra conditions apply to the section – Natural disaster evacuation services

- If **you**, or an **insured person**, are entitled to a refund on an unused ticket, **we** can take the value of the unused part from any claim.
- If an **insured person** needs evacuating, **you** or the **insured person** must contact our emergency assistance representatives.

Exclusions – What is not covered

The following extra exclusions apply to this section

We will not cover any claim:

- 1 if the **major natural disaster** existed before the **insured person** entered the country or it was expected to happen before the **insured person** entered the country; or
- 2 if **we**, or **our** emergency assistance representatives believe it is too dangerous to evacuate the **insured person** or it is illegal to do so.

Also, **we** will not cover any claim that is covered by any other insurance.

If an incident occurs which is potentially covered under this section, **you** must inform **our** representatives **Security Exchange** who are available twenty-four (24) hours a day, seven (7) days a week. Please follow the below claims procedure:-

Claims procedure

If an **insured person** needs evacuating, **you** or they must contact **our** emergency assistance representatives; Mayday Assistance

We will not pay a claim unless **our** emergency assistance representatives have been contacted before any evacuation takes place or any additional costs or expenses are paid.

Mayday Assistance+44 1273 624661

If the above named representatives have not been contacted, then no claim will be paid.

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

Scheduled airline failure

Cover – What is covered

We will pay up to the sum insured shown in the schedule if the airline that you or an insured person is booked to travel on fails financially. This applies for:

- 1 If **you** or an **insured person** has to cancel the trip, or if the **insured person** has already completed the outward journey, **we** will cover any expenses that **you** or they have to pay, or have agreed to pay under a contract associated with the trip, that are not refundable, which were agreed before the departure date and for which **you** or the **insured person** cannot recover from any other source.
- 2 The costs of replacing the **insured person's** flight arrangements of a similar nature so that they can continue their trip.
- 3 The cost of a similar return flight to the **United Kingdom** or Ireland (whichever is **your** or the **insured person's country of residence**).

Exclusions – what is not covered

The following extra exclusions apply to this section. **We** will not cover:

- 1 any claim for which **you**, or the **insured person**, knew at the time of booking the trip could give rise to a claim under this section of the policy;
- 2 any expenses because **you** or the **insured person** do not want to travel, or to continue with the trip;
- 3 any flight that is not booked in the **United Kingdom** or Ireland (whichever is **your** or the **insured person's country of residence**);
- 4 any flight that is booked through a travel company that does not provide **you** or an **insured person** with a bond in case the airline fails financially;
- 5 the financial failure of any travel agent, tour operator, booking agent or flight consolidator arranging the booking;

6 any form of travel delay or other temporary disruption to the **insured person's** trip; or
Also, **we** will not cover any claim that is covered by any other insurance.

Legal expenses

Special definitions

The following words or phrases have the meanings given below whenever they appear in the section – Legal expenses, the endorsements, and parts of the schedule that apply to this section.

Legal representative

A solicitor, firm of solicitors, or any appropriately qualified person, firm or company, appointed to act for an **insured person** in line with the terms of this insurance.

Legal expenses

1. Any fees, expenses and other amounts the **legal representative** reasonably pays or agrees to pay in connection with any claim or legal proceedings. This includes costs and expenses of expert witnesses as well as those **we** have to pay in connection with any claim or legal proceedings.
2. Any costs an **insured person** has to pay following any court or tribunal awarding costs and any costs they have to pay following an out-of-court settlement made in connection with any claim or legal proceedings.
3. Any fees, expenses and other amounts the **legal representative** reasonably has to pay or agrees to pay in appealing, or resisting an appeal, against the judgement of a court tribunal or arbitrator.

Cover – what is covered

We will pay **you**, on behalf of the **insured person**, up to the sum insured in the **schedule** for legal expenses run up on their behalf in making a claim for damages against someone else who has caused their **bodily injury** or **illness**, during the **operative time**, outside the **United Kingdom** or Ireland.

Special conditions

The following extra conditions apply to the section – Legal expenses.

- 1 **We** can appoint a **legal representative** to act on **your** behalf. **We** will have direct access to the **legal representative** at all times.
- 2 **We** may withdraw this cover at any stage and from then on **we** will not pay for any further expenses.

Exclusions – what is not covered

The following exclusions apply to the section – Legal expenses. **We** will not cover any claim resulting from the following.

1. Any **legal expenses** run up without **our** written permission, which **we** will not withhold unless we have good reason to.
2. Any **legal expenses** for action against **you**, **us** or **our** agents, travel agents, tour operators, or an **insured person's family**.
3. The continued pursuit of any claim where **we** consider **you** or an **insured person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
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.
6. Rateable share of any claim costs

Also, **we** will not cover any legal expenses that are covered by any other insurance.

Personal liability

Cover – what is covered

We will pay up to the sum insured in the **schedule** for any one event or series of events leading to **you** or an **insured person** becoming legally liable to pay claims for **bodily injury** to a person, or loss of or damage to

property, false arrest, false imprisonment, invasion of right to privacy, detention, false eviction or malicious prosecution, which happens during the **operative time**.

Special conditions

The following extra condition applies to the section – Personal liability.

- **You** and/or an **insured person** or their legal personal representatives will give notice in writing to **us** as soon as reasonably possible and not later than thirty (30) days 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, it being further understood that;
 - a) every claim notice, letter, writ or process or other document served on **you** or an **insured person** shall be forwarded to **us** immediately on receipt of the same;
 - b) notice in writing shall be given to **us** by **you** or an **insured person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such event;
 - c) no admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of **you** or an **insured person** without **our** prior written consent.
- **We** shall be entitled at any time and at **our** own discretion to:
 - a) take over and conduct in **your** or the **insured person's** name, the defence of or the settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or damages against all other parties or persons;
 - b) pay to **you** the sum insured stated in the **schedule** less any costs incurred by **us** or any lesser sums for which any claim or claims under any section of this policy can be settled. In this event **we** shall not be under any further liability.
- No endorsement or amendment to this policy shall override the terms, limits, conditions and exclusions applicable to this section.

Exclusions – what is not covered

The following exclusions apply to the section – Personal liability. **We** will not cover any claim resulting from the following.

1. **Bodily injury** to any person who is under a contract of employment, service or apprenticeship with **you** or an **insured person** if the injury results from that contract with **you** or an **insured person**.
2. **Bodily injury** to any member of an **insured person's family** or anyone who lives with them.
3. Liability arising directly or indirectly from using any mechanically-propelled vehicle or trailer, aircraft or watercraft.
4. Liability arising directly or indirectly from an animal or firearm belonging to, or being in the care, custody or control of, an **insured person**.
5. Liability arising directly or indirectly by **you** or an **insured person**:
 - c) owning, possessing or occupying land, buildings, property or caravans which cannot be moved, other than living in them temporarily;
 - d) committing any deliberate, malicious or unlawful act;
 - e) carrying on any trade, business or profession; or
 - f) causing **pollution**;
 - g) being involved in any sporting activity.
6. Accidental loss of or damage to property belonging to, held in trust by, or in the custody or control of **you** or an **insured person**, any of **your** or their **employees**, or any member of their **family** or household.
7. Liability **you** or an **insured person** have under any contract, unless **you** or the **insured person** would have had that liability anyway.
8. Liability which payment should be claimed for under a more specific contract of insurance in **your** or an **insured person's** name.
9. Liability **you** or an **insured person** have whilst acting in the capacity as an officer or member of a club or association.
10. Punitive and exemplary damages in respect of the United States of America or Canada.
11. Arising out of or in connection with any product supplied or manufactured by **you**.

Also, **we** will not cover any liability that is covered by any other insurance.

Car hire excess waiver

Special definitions

The following words or phrases have the meanings given below whenever they appear in the section – Car hire excess waiver, the endorsements, and parts of the **schedule** that apply to this section.

Rental Vehicle

Rental vehicle shall mean any vehicle rented by an **insured person** under a licensed **rental vehicle** agreement.

Cover – what is covered

If within the **operative time** an **insured person** sustains loss of or theft of or damage to a **rental vehicle** during a journey **we** shall indemnify **you** for the benefit of the **insured person** in respect of the monetary amount that the **insured person** is legally liable to pay as an excess or deductible to that part of a **rental vehicle** insurance policy or any other insurance policy applicable to the **insured person** for which cover in respect of loss of or theft of or damage to a **rental vehicle** is in force up to the **sum insured** per journey of £5,000.

Special conditions

The following extra conditions apply to the section – Car hire excess waiver:

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

Exclusions

The following exclusions apply to the section – Car Hire Excess Waiver. **We** will not cover any claim resulting from the following.

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

General definitions – The meaning of words

The following words or phrases have the meanings given below whenever they appear in this document, **schedule** and endorsements.

Accident

A sudden, unexpected, violent and external specific event which happens during the **operative time** at an identifiable time and place and which causes **bodily injury**, including death or disability solely as a result of unavoidable exposure to severe or exceptional weather conditions.

Aggregate, aggregate limit

The most **we** will pay for any one insured event or all insured events which happen during any one **period of insurance**.

If a claim goes over the limit shown on the **schedule**, **we** will pay each **insured person** an amount equal to this limit divided by the number of **insured people you** are claiming for.

Annual salary

The total gross salary (including dividends) **you** pay the **insured person** each year, but not including payments for overtime, commission or bonuses, at the date the **accident** happens or the first date of absence due to **illness**. If **you** pay the **insured person** weekly, **we** will work out the **annual salary** by taking the **insured person's** average **gross weekly wage** (not including payments for overtime, commission or bonuses) for the thirteen (13) weeks before the first date they are off work due to the **accident** or **illness**, and multiplying this amount by fifty two (52).

Bodily injury

An identifiable physical injury to an **insured person's** body, caused directly and solely by an **accident** and independently of **illness**, or disease or any other cause (except **illness** directly resulting from that physical injury) which results in an **insured person's** death or disability within twenty four (24) months of the date of the **accident**.

Business trip

Any trip taken to carry out business on **your** behalf, which begins during the **period of insurance**, and which is scheduled to last for no more than twelve (12) months. This includes non-business activities that are in connection with, or a result of, a **business trip**, including incidental leisure extension of up to five (5) days before or after the **business trip**.

Canopius Managing Agents Limited

Sompo Canopius is a brand name for Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 204847).

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA.

Child or children

Any person who is not married and is under 18 years (or 25 years if in full-time education), who lives with an **insured person** and is travelling with them.

Compass Underwriting Limited

Compass Underwriting Limited (the agent), 50 Mark Lane, London EC3R 7QR is authorised and regulated by the Financial Conduct Authority. Firm Reference: 304908.

Country of residence

The country **you** normally live in at the start date of this insurance, or at the renewal date after that.

Directors

Any executive director under a contract of employment or service with **you**.

Employee or employees

Any person under a contract of employment, service or apprenticeship with you.

Excess period

The initial period of temporary disability during which **we** will not pay the benefit under **temporary total disablement** as a result of an **accident** or **illness**.

Expenses

Expenses reasonably and necessarily incurred in Employee replacement or resumption of assignment.

Family

Husband, wife or civil partner, anyone you live with as if they were your husband, wife or civil partner, mother, father, mother-in-law, father-in-law, daughter (including a legally adopted daughter), son (including a legally adopted son), brother, sister, grandparent, someone you are engaged to be married to or have a civil partnership with.

Funeral Expenses

Reasonable and customary burial or cremation expenses.

Gross weekly wage

For an **insured person** you pay weekly, this means the average weekly wage (not including payments for overtime, commission or bonuses) before tax and National Insurance for the thirteen (13) weeks before the first date they are off work due to the **accident** or **illness**. For other **employees** **we** will work this out by dividing the **insured person's annual salary** by fifty two (52).

If the **insured person** is self-employed or a director of a small private company, this will be 1/52 of:

- the **insured person's** net profit as declared to HM Revenue & Customs or the Irish Revenue; plus
- the **insured person's** regular dividend payments for the thirteen (13) weeks before the first date they are off work due to the **accident** or **illness**; plus
- any items which **we** consider to be non-refundable **overheads** in the **insured person's** trading accounts. For the purposes of this calculation, **we** will not include any items **we** consider to be **variable costs**.

Hijack

Illegally seizing, or wrongfully taking control of, an aircraft, ship, bus or train which an insured person is travelling in.

Hospital

An institution which:

1. has permanent full-time facilities caring for patients overnight; and
2. has facilities for the diagnosis and medical and surgical treatment of ill people by **medical practitioners**; and
3. provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar recognised qualifications; and
4. is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

Hospitalisation

An overnight stay in a **hospital** as an in-patient, such stay being certified as necessary by a **medical practitioner**.

Illness

Sickness or disease, the symptoms of which first appear during the **operative time** and which within twelve (12) months of the symptoms appearing, result in an **insured person** first becoming unable to work.

Insured

The **insured** as stated in the **schedule**.

Insured person

Any person up to age eighty five (85) who is shown or described (for example, as 'director') in the **schedule** as being an **insured person**. Cover applies until the end of the **period of insurance** in which the **insured person** reaches the age of eighty five (85) for Section 1 – Personal Accident and Section 3 – Travel, or to the end of the **period of insurance** in which the **insured person** reaches the age of sixty five (65) for Section 2 – Illness.

Insured trip

Any **business trip** or **non-business trip** which an **insured person** is covered for, as detailed in the **schedule** by the **operative time** noted for each category.

Major natural disaster

Avalanches, cyclones, earthquakes, floods, hurricanes, ice storms, maelstrom, tornadoes, tsunamis, typhoon and volcanic eruptions.

Medical Practitioner

Any suitably qualified medical practitioner registered by the General Medical Council in the **United Kingdom** (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

1. an **insured person**.
2. a member of the immediate **family** of the **insured person**.
3. a **director** or **employee** of the **insured**.

Non-business trip

A trip that is not a **business trip**, which begins during the **period of insurance**, and which is scheduled to last no more than twelve (12) months.

Overheads

Business costs that generally stay the same no matter what goods or services are provided (for example, rent, phone line rental, standing charges for gas, electricity and water supplies, franchise fees, business insurance premiums, accountancy fees and road tax for business vehicles).

Partner

An **insured person's** husband, wife or civil partner, or a person they are living with as if they were married to them or had a civil partnership with them and who **you** agree to cover under this contract of insurance.

Period of Insurance

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

Permanent total disablement

If the insured person is a director or employee under sixty five (65):

Disability which totally prevents the **insured person** from working in their usual job for **you** for at least fifty two (52) weeks, and shows no signs of ever improving.

If the insured person is not a director or employee or is over sixty five (65):

Disability which totally prevents the **insured person** from working in a paid job of any and every kind for at least fifty two (52) weeks, and shows no signs of ever improving.

Pollution

- Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory
- All loss, damage or **bodily injury** directly or indirectly caused by such pollution or contamination.

Schedule

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

Sum insured

The most **we** will pay out, as shown on the **schedule**.

Temporary partial disablement

A disability which prevents an **insured person** from carrying out a major part of their usual job for **you**.

Temporary total disablement

A disability which totally prevents the **insured person** from carrying out all parts of their usual job for **you**.

Terrorism

Any 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. **Terrorism** may include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **terrorism** may either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

United Kingdom

England, Scotland, Wales and Northern Ireland.

Utilisation of biological weapons of mass destruction

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

Utilisation of chemical weapons of mass destruction

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

Utilisation of nuclear weapons of mass destruction

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

Variable costs

Business costs that change in line with the cost of selling goods or services (for example, the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel).

War

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

1. hostilities or warlike operations (whether war be declared or not).
2. invasion, civil war, rebellion, insurrection, revolution.
3. act(s) of an enemy foreign to the nationality of the **insured person** or the country in, or over which the act occurs.
4. civil commotion assuming the proportions of, or amounting to, an uprising.
5. overthrow of the legally constituted government.
6. military or usurped power.
7. explosions of war weapons
8. **Terrorism.**
9. murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **insured person** whether war be declared with that state or not.

We, us, our

Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited.

You, your

The policyholder named in the **schedule** as being the '**insured**'.

General Exclusions – applicable to the whole policy

The following exclusions apply to the whole of this insurance.

This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to, by, resulting from, or in connection with the following:-

1. **War** or **terrorism** committed in any of the specified countries shown in the **schedule** or endorsements accompanying this policy;
2. Radioactive contamination from:
 - a. ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
3. **Utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined;
4. Suicide, attempted suicide, intentional self-injury or an **insured person** having any psychiatric, mental or nervous disorder including stress or depression, post-traumatic stress disorder or form of dementia;
5. An **insured person** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an **accident, bodily injury, illness** or criminal act;
6. **You** or an **insured person** taking part in any criminal act;
7. Sexually-transmitted diseases, HIV, acquired immune deficiency syndrome (AIDS) or any AIDS-related condition or diagnosis or counselling for either AIDS or AIDS-related complex (ARC);
8. an **insured person** participating in professional sports;
9. an **insured person** undertaking operational duties as a member of the Armed Forces;
10. **business trips** or **non-business trips** to the USA in excess of eighty nine (89) days for any one trip and up to one hundred and eighty two (182) days in the aggregate during any one **period of insurance**;
11. an **insured person** flying other than as a passenger in an aircraft licensed to carry passengers;

General Conditions – applicable to the whole policy

The following conditions apply to all sections of this insurance. Each section may also have its own special conditions.

1 Usual country of domicile

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

2 Arbitration

If **we** accept **your** claim, but disagree over the amount due to **you** or an **insured person**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

3 Associated companies and change in risk

If this contract of insurance covers associated companies, **you** must give **us** a list of those companies. If, during a **period of insurance**, **you** change **your** business activities from those described in the business description on the **schedule**, **you** must tell **us** within thirty (30) days.

4 Acquisition clause

If, following the inception of cover and during the **period of insurance**, the **insured** purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically apply from the date of such purchase or creation at no additional premium. It is a condition of this policy that following such an event, the wage roll, number of **insured persons** or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, **we** agree to continue cover for fourteen (14) days during which time **you** shall provide relevant additional information including any information required by **us** and pay the additional premium required by **us**. If this information is not forthcoming after fourteen (14) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease.

5 Cancelling cover

Your right to change your mind

If this cover does not meet **your** needs, **you** may cancel the insurance, without giving reason, by sending **us** written notice via post or email within fourteen (14) days of the policy starting or within fourteen (14) days of **you** receiving the insurance documents, whichever is later. **We** will make a charge equal to the period of cover **you** have had, as long as **we** have not paid a claim or are not due to pay one. This charge will be at least £25 plus insurance premium tax (IPT).

You can cancel this insurance by giving **us** thirty (30) days' notice in writing. If this happens, as long as **we** have not paid a claim or are not due to pay one, **we** will work out the premium for the period up to the end of the thirty (30) days' notice period and **we** will return the balance of the premium **you** do not use, after taking a minimum charge of £250 plus insurance premium tax (IPT) in the **United Kingdom**. If **we** have paid a claim or are due to pay one, **we** may not refund any of **your** premium.

We may cancel this insurance by sending **you** 28 days' notice, by recorded delivery, to **your** insurance adviser as shown in the schedule. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. Some examples of **us** cancelling cover are where **you** have deliberately or recklessly misrepresented any information **you** have supplied, or withheld any information which **we** or **your** Broker have asked for, where **we** reasonably suspect or have evidence of criminal or fraudulent activity or where **you** have failed to pay the premium to **your** advisor.

6 Claims co-operation

The **insured** and **insured person** shall in a timely fashion and within any time period specified by **us**, provide assistance and co-operate with **us** or **our** representatives, in obtaining any other records **we** deem necessary to evaluate the incident or claim. In no event shall **we** be liable to pay any claim hereunder unless **you** and/or an **insured person** co-operate with **us** and **our** representatives in the investigation of the incident or claim.

7 Telling us about claims

You must tell **us** about any possible claim as soon as possible. See page 6 for details of making claims.

8 **Fraudulent claims**

If a claim is made which **you**, an **insured person**, or anyone acting on **your** or their behalf is fraudulent, deliberately exaggerated or intended to mislead, **we** may

- not pay (or continue to pay) **your** claim; and
- recover (from the **insured person(s)** involved in the claim) any payments **we** have already made; and
- terminate the **insured person(s)** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

A fraudulent claim will only affect the cover provided for the **insured person(s)** involved in that fraud. It will not affect the cover provided for any other **insured person(s)**.

9 **If you do not keep to the policy conditions**

We will not pay a claim if **you** or an **insured person** have not kept to all the conditions of this policy.

10 **Interest on claim payments**

We will not pay interest on any claim payment.

11 **Not giving us all relevant information**

This contract of insurance will no longer apply if **you** or an **insured person** give **us** incorrect or misleading information, or fail to make a fair presentation of the risk to **us** in accordance with Section 3 of the Insurance Act 2015. **You** should ask **your** broker or **us** for clarification of any matters which are not clear to **you** regarding the scope of disclosure required or the provisions of this insurance contract.

12 **Reasonable care**

You and each **insured person** must take all reasonable steps to avoid or reduce any loss, damage, expenses or **bodily injury** as far as possible. **You** must also make every effort to recover any property which has been lost.

13 **Transferring this policy**

You cannot transfer the benefit of this policy to anyone else or use this contract of insurance as security or guarantee for a mortgage or commitment of any kind.

14 **Contribution**

Where a claim is made against **us** and there is more than one contract of insurance in force covering the same interest, against the same loss and against the same subject matter, **we** are entitled to call upon any other insurers liable for the same to make a ratable contribution towards the loss.

15 **Data protection notice**

Any information provided to **us** by **you** or regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone call relating to application and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data protection Act 1998 **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane

Wilmslow
Cheshire SK9 5AF

Tel No: 0303 123 1113 or 01625 54 57 45

Email: casework@ico.org.uk

We share information with other insurers, certain government organisations and other authorised organisations for the following purposes:

Insurance underwriting

We examine the possible risk in relation to **your** prospective policy (or anyone else involved in the policy) so that **we** can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for **you** and members of **your** household;
- set price levels for **your** policy;
- confirm **your** identity to prevent money laundering; and
- check the claims history for **you** or any person or property likely to be involved in the policy or a claim at any time. **We** may do this:
 - when **you** apply for insurance;
 - if there is an accident or a claim; or
 - at the time **you** renew the policy.

Preventing or detecting fraud

We will share information about **you** with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing **your** accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search these registers.

16 **Cheat line**

To protect **our** policyholders, **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can call them on their confidential cheat line on 0800 422 0421.

17 **Keeping to legal responsibilities**

Managing claims

If **you** make a claim, **we** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. **We** also may have to investigate **your** claim and conviction history.

Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may or may not result in a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to IDSL.

Managing complaints

If **you** make a complaint about the service **we** have provided, **we** may have to pass on details about **your** complaint, including **your** personal information, to other people or organisations such as Lloyd's or the relevant ombudsman.

If **you** have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at **Canopus Managing Agents Limited**, Gallery 9, One Lime Street, London. EC3M 7HA.

18 **Sanction Limitation and Exclusion Clause**

We will not provide cover or be liable to pay any claim or provide any benefit, if to do so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

19 **Several Liability Notice/Clause**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.