

# **Your Affinity Solutions Personal Accident & Travel Insurance Policy**

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This policy consists of individual sections. You should read this policy in conjunction with The Schedule which gives details of the extent of Your insurance protection.

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# Policy Introduction

Welcome to Aviva. We are committed to providing a first-class service.

Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident and Travel insurance policy sets out the insurance protection in detail.

Your Premium has been calculated on the basis of the extent of cover You have selected which is specified in the Schedule, the information You have provided and the declaration You have made. Please read the policy and the Schedule carefully to ensure that the cover meets the requirements of the Insured Person(s) and You.

Please contact Your insurance adviser if You have any questions or if You wish to make adjustments.

This policy consists of individual sections. You should read this policy in conjunction with the Schedule which confirms the sections You are insured under and gives precise details of the extent of Your insurance protection.

# Contact details for claims and help

## Services

As an Aviva customer, the Insured Person(s) can access additional services to help them at a time of need. For Our joint protection telephone calls may be recorded and/or monitored.

## Claims Service

Please have Your policy number to hand when calling. For Our joint protection, telephone calls may be recorded and/or monitored. When We know about the problem, We will start to put the solutions in place.

Telephone: **0800 051 6583**

Our line operates 9am to 5pm, Monday to Friday.

Postal Address:

Group Personal Accident Claims

Aviva

Fourth Floor

The Observatory

Chapel Walks

Manchester

M2 1HL

E-mail: **gpaclaims@aviva.co.uk**

## Our Security Consultants

**+44(0)207 741 2074**

You must contact Our Security Consultants immediately in the event of any circumstances that could give rise to a claim under the Hijack and Kidnap and Ransom section or any incident, event or circumstance that might give rise to a claim under the Evacuation cover.

## Emergency Medical Assistance +44(0)1243 621066

Our Emergency Medical Assistance Service is operated by a specialist emergency assistance provider who will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas Our specialist emergency assistance provider has experienced multi-lingual staff who will

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees
- Talk to doctors and hospital staff in their own language
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the specialist emergency assistance provider We will pay all associated costs incurred on behalf of the Insured Person for the following

- Making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant
- Ensuring assistance is provided upon the Insured Person(s) arrival in the United Kingdom or other Country of Residence following a Repatriation
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person
- Assisting in locating and sending drugs if not available locally
- Providing advice on minor ailments.

## **Other Emergency Services Provided Whilst Travelling**

### **Assistance and Guidance whilst travelling**

- A phone home service if there is an emergency.
- A translation and interpretation service if needed.□
- On stolen or lost passports, driving licenses air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives friends or employees anybody is hospitalised.
- Note: There may be charges for some services and the Insured Person will have to pay these together with travel costs resulting from the advice that is given.

### **Advice Before You Travel**

**+44(0)1243 621556**

Our Travel Assistance Helpline can be contacted and will provide advice and information on

- Visa and entry permits that may need required
- Necessary vaccination and inoculation requirements and where they can be arranged
- What should be taken along on an Insured Journey in relation to first aid and health
- Currencies, travellers cheque and current exchange rates
- Languages, time zones and details of countries that will be visited.

# Complaints Procedure

## Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service the Insured Person(s) and You expect, We welcome feedback from the Insured Person(s) or You. We will record and analyse the comments the Insured Person(s) or You to make sure We continually improve the service We offer.

## What will happen if you complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting Your Insurance advisor

If you are unhappy with the outcome of Your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst We are bound by the decision of the Financial Ombudsman Service you are not. Following the complaints procedure does not affect Your right to take legal action.

# Important Information

## Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

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

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If You require any of these formats, please contact Your insurance adviser.

## Data Protection Act –Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited.

## Insurance Administration

Information You or the Insured Person supplied may be used for the purposes of insurance administration by Us, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of Our compliance with any regulatory rules/codes. Your and the Insured Person(s) information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for Us (such as loss adjusters or investigators). With limited exceptions, and on payment of the appropriate fee, You or the Insured Person have the right to access and if necessary rectify information held.

## Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by Us or its agents. You must also ensure that You make this fact known to the Insured Person(s) and obtain their consent to pass this information to Us for these purposes.

## Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You or the Insured Person(s) with other organisations and public bodies including the Police;
- Check and/or file Your or the Insured Person(s) details with fraud prevention agencies and databases, and if You or the Insured Person give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related Services for You or the Insured Person and members of Your or their household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your or the Insured Person(s) accounts or insurance policies;
  - Check Your or the Insured Person(s) identity to prevent money laundering, unless You or the Insured Person(s) furnish Us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

# The Contract of Insurance

Your policy wording, the information the Insured Person or You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for the Insured Person or You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

## Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided to the Insured Person(s) under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', Contact details for claims and assistance services, 'Complaints Procedure' and 'Important Information' and in headings and titles.

Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

## **Accident/Accidental**

Shall mean a sudden violent external unforeseen and identifiable event.

## **Accidental Bodily Injury**

Injury caused by Accidental and/or violent means Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

## **Appointed Representative**

The lawyer or other suitably qualified person appointed by Us to act on the Insured Person(s) behalf nominated by the Insured Person.

## **Benefit Period**

The total period, after the expiry of any Excess Period stated in the Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

## **Business**

Activities directly connected with the business described in the Schedule.

## **Business Equipment**

Any property which is owned hired or borrowed by the Policyholder and/or Insured Person.

## **Capital Benefits**

Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

## **Consultants' Costs**

Fees and expenses of Our Security Consultants reasonably and necessarily incurred in response to a Kidnap including but not limited to Ransom Monies.

## **Costs and Expenses**

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to or authorised.

## **Country of Residence**

The country in which the Insured Person has their permanent home or in which they ordinarily reside.

### **Evacuate/Evacuation**

The necessary emergency evacuation of an Insured Person from a country or region in which they are travelling excluding their Country of Residence following recommendations or instructions from the British government or the government of the Insured Person(s) Country of Residence (if different), any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling, or Our Security Consultants.

### **Evacuation Expenses**

Necessary and reasonable additional travel and accommodation expenses incurred by You or the Insured Person in evacuating the Insured Person to their Country of Residence or nearest place of safety.

### **Event**

Each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

### **Excess**

The amount of each and every claim that the Insured Person must pay as shown in the Schedule for the appropriate section of the Policy.

### **Excess Period**

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

### **Exposure**

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

### **Hijack**

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

### **Hospital**

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

### **Illness**

Any disease, medical complaint or medical condition which is not Accidental Bodily Injury.

### **Insured Journey**

Any journey not exceeding six months in duration (unless otherwise agreed by Us) You have authorised in connection with the Business which begins during the Period of Insurance, and

commences from the time the Insured Person leaves their home, or if later their place of business, continuing during the entire period of the journey and terminating at the time of return to their home, or if earlier their place of business.

If the Insured Journey is solely within the United Kingdom or the Insured Person(s) Country of Residence (if different) cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

### **Insured Person(s)**

Any person or category of persons shown in the Schedule.

### **Kidnap**

Unlawful seizure detention or taking by force or fraud of an Insured Person (except a child by its parent or legal guardian) by a third party without the consent of that Insured Person.

### **Legal Proceedings**

Legal action for the pursuit of a claim for damages.

### **Loss of Hearing**

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

### **Loss of Limb**

Shall mean in respect of

1. an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
2. a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

### **Loss of Sight**

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred

1. in both eyes when the Insured Person(s) name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### **Loss of Speech**

Total and permanent loss of speech.

## **Maximum Accumulation Limit**

The maximum amount We will pay per Event in total under this and any other policies issued by Us to the Policyholder.

## **Money**

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

## **Operative Time**

The period of time for which We will cover the Insured Person as specified in the Schedule.

## **Period of Insurance**

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

## **Permanent Total Disablement**

Any permanent disablement other than

- a) Loss of Hearing
- b) Loss of Limb
- c) Loss of Sight
- d) Loss of Speech

which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person from engaging in or giving attention to:

- i) their Usual Occupation if in gainful employment;
- ii) business profession or occupation of any and every kind if the Insured Person is not in gainful employment;
- iii) business schooling profession or occupation of any and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education.

## **Personal Belongings**

Items which are the property of the Insured Person or property for which they are personally responsible (other than Business Equipment) and which are taken on or acquired during an Insured Journey.

## **Premium**

Means the amount specified or referred to in the Schedule in respect of the specified Period of Insurance which is payable by the Policyholder to Us.

## **Prospects of Success**

In respect of all claims it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

## **Qualified Medical Practitioner**

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an Insured Person, Insured Person's partner, a member of the immediate family of the Policyholder or Insured Person or an employee of the Policyholder.

## **Ransom Monies**

A reasonable consideration paid or promised to be paid to a person or group believed to be responsible for Kidnap which is necessarily incurred to terminate the Kidnap.

## **Rehabilitation Expenses**

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

## **Repatriation**

With prior approval from Our specialist emergency assistance provider and due solely to medical reasons,  
the return of the Insured Person to the United Kingdom or the Insured Person(s) Country of Residence (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

## **Salary**

The Insured Person(s) wages / salary, including overtime, commission or bonus payments, received in the  
12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees  
52 times the Insured Person(s) Weekly Wage immediately preceding the date of Accident (all prior to deductions).

## **Schedule**

The document which specifies details of the Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

## **Security Consultants**

The security specialists – Red24 (or any replacement from time to time) – appointed by Us to act on Your or the Insured Person(s) behalf.

### **Temporary Partial Disablement**

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their Usual Occupation.

### **Temporary Total Disablement**

Disablement which entirely prevents the Insured Person from engaging in or attending to their Usual Occupation.

### **United Kingdom**

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

### **Usual Occupation**

The tasks, duties and other functions, which the Insured Person normally performs in connection with their occupation.

### **War**

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

### **We/Us/Our**

Aviva Insurance Limited.

### **Weekly Wage**

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

### **You/Your/Policyholder**

The persons, companies, partnerships or unincorporated associations, named in the Schedule as the Policyholder.

# Policy Cover

## Personal Accident

We will pay the sum insured shown in the Schedule for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 12 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below:-

- Death;
- Capital Benefits;
- Temporary Total Disablement;
- Temporary Partial Disablement.

### Amount Payable

The amount payable to the Insured Person shall be the amount as stated in the Schedule for that category of Insured Person.

### Extensions

#### Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time which results in a continuous unconscious state We will pay the Insured Person an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.

#### Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died. However You will be required to repay any benefit if the Insured Person is found to have been alive or is found alive.

#### Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time and the payment of a death benefit under this policy We will indemnify the Insured Person(s) estate for the reasonable costs of a funeral up to a maximum payment of £10,000.

#### Hospitalisation

In the event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time, We will pay the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient, up to a maximum of 365 days.

## **Medical Expenses**

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or Medical Expenses as an inpatient in a Hospital or nursing home We will indemnify the Insured Person for up to 15% of the amount payable for a valid death and /or Capital Benefits claim or up to 30% of the amount payable for a valid Temporary Total Disablement and/or Temporary Partial Disablement Benefits claim subject to a maximum payment of £15,000.

## **Rehabilitation Expenses**

In the event of a valid claim being paid for Permanent Total Disablement or Loss of Limb(s) or Loss of Sight We will indemnify the Insured Person for all reasonable expenses incurred in retraining the Insured Person for either, an alternative occupation or in order to improve the quality of their life, up to a maximum of £15,000.

# Travel

## Medical and Emergency Travel Expenses - Cover

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an Illness during the course of an Insured Journey We will pay up to the sum insured shown in the Schedule for

- (a) Medical Expenses  
reasonable and necessary emergency medical, surgical, hospital or nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital
- (b) Emergency Travel Expenses  
reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the United Kingdom or the Insured Person(s) Country of Residence (if different)
- (c) Repatriation  
upon medical advice the Repatriation of the Insured Person to the United Kingdom or the Insured Person(s) Country of Residence (if different)
- (d) Emergency Medical Evacuation  
upon the advice of Our specialist emergency assistance provider the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital

incurred outside the United Kingdom or the Insured Person(s) Country of Residence (if different), provided that;

- (1) The Insured Person must contact the specialist emergency assistance provider if the Insured Person requires in-patient hospital treatment or Repatriation otherwise We may not be able to reimburse the costs incurred.
- (2) The specialist emergency assistance provider must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to Us in the event of a claim.
- (3) If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the specialist emergency assistance provider to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.
- (4) Payment shall not be made under Foreign Coma Benefit if a claim has been accepted under Personal Accident for Coma Benefit.

# Medical and Emergency Travel Expenses - Additional Covers

## Continuing Medical Charges

In the event of a valid claim under Medical and Emergency Travel Expenses We will pay the reasonable and necessary cost of Hospital in-patient medical charges incurred within three months immediately following the date of the Insured Person(s) Repatriation to the United Kingdom up to a maximum of £50,000.

## Foreign Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury outside the United Kingdom or the Insured Person(s) Country of Residence (if different) during the Operative Time which results in a continuous unconscious state We will pay the Insured Person an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.

## Funeral Expenses

In the event of the Death of the Insured Person We will Indemnify the Insured Person(s) estate up to a maximum of £10,000 for the reasonable costs incurred of a funeral outside the United Kingdom or their Country of Residence (if different) or the costs of transportation of the Insured Person(s) body or ashes and the Insured Person(s) Personal Belongings back to the United Kingdom or Country of Residence (if different).

## Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside the United Kingdom or their Country of Residence (if different) We will pay the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient, up to a maximum of 365 days.

## Search and Rescue Expenses

In the event that an Insured Person is reported as missing during the course of an Insured Journey and a search and rescue operation is instigated by the police, coastguard or other approved rescue authority because it is known or believed that the;

- (1) Insured Person has suffered Accidental Bodily Injury or fallen ill;
- (2) weather or safety conditions are such that it becomes necessary to instigate a search and rescue operation to prevent the Insured Person sustaining Accidental Bodily Injury or falling ill;

We will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred in respect of that Insured Person.

## Personal Belongings - Cover

In the event of the Insured Person suffering loss of or damage to Personal Belongings during an Insured Journey We will indemnify the Insured Person in respect of such loss or damage up to the sum insured shown in the Schedule

provided that;

- (1) The Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings.
- (2) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to or to reimburse the Insured Person not exceeding in any event the insured value thereof.
- (3) The maximum amount payable in respect of any one unspecified item will be 50% of the Sum Insured stated in the Schedule up to a maximum Sum Insured of £2,000.  
For any unspecified item in excess of £2,000 the Insured Person will bear the first 25% of any amount in excess of £2,000.  
The maximum Sum Insured of any one unspecified item is £5,000. For Business Equipment this is £3,000.
- (4) (a) Total loss or destruction of an insured item with the exception of Business Equipment shall be dealt with on a full replacement basis up to a maximum of £5,000 for any unspecified item. There will be no reduction for wear and tear and depreciation.  
(b) Loss or destruction of any Item of Business Equipment shall be dealt with on the basis of the market value of the item at the date of the loss taking in to account wear tear and depreciation.
- (5) Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the Temporary Loss becomes Permanent.
- (6) The Insured Person must retain any damaged articles for Our inspection. We shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

### Automatic Extensions

#### Temporary Loss

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse the Insured Person in respect of emergency and necessary purchases subject to a maximum of £2,000 for any one claim.

#### Business Equipment

In the event of loss of or damage to Business Equipment in the care custody or control of the Insured Person during an Insured Journey We will indemnify You in respect of such loss up to £3,000.

#### Loss of Keys

In the event that the Insured Person loses their keys to their main permanent residence, place of work or vehicle whilst on an Insured Journey We will indemnify the Insured Person for the costs (parts and labour) of replacing the relevant locks up to a maximum of £500. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks

# Money - Cover

## Money

In the event of the Insured Person suffering the loss or theft of Money

- (a) during the course of an Insured Journey  
or
- (b) occurring during the 120 hours immediately prior to such journey or the 120 hours immediately following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify the Insured Person in respect of such loss up to the sum insured shown in the Schedule.

## Fraudulent Use of Credit Cards

If the Insured Person sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify the Insured Person for such loss up to a maximum of £3,000 for any one Insured Journey provided that the Insured Person has fully complied with all terms and conditions under which such card has been issued.

## Automatic Extensions

### Lost or Damaged Documents

If the Insured Person sustains loss of or damage resulting in any travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify the Insured Person in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,500 for any Insured Journey.

### Theft of Documents

If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £1,000 for any claim.

# Cancellation, Curtailment or Change of Itinerary - Cover

## Cancellation

If You or the Insured Person are forced to cancel an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person(s) control We will reimburse You or the Insured Person for all non returnable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey up to the sum insured shown in the Schedule subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

## Curtailment

If You or the Insured Person are forced to cut short an Insured Journey and return to the United Kingdom or normal Country of Residence (if different) as a direct and necessary result of any cause outside Your or the Insured Person(s) control We will reimburse You or the Insured Person up to the sum insured shown in the Schedule for;

- (a) all non returnable deposits advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey and
- (b) the reasonable additional cost of travel and accommodation necessarily incurred to return the Insured Person to the United Kingdom or normal Country of Residence (if different).

## Replacement

When an Insured Journey has been cut short following departure as a direct and necessary result of any cause outside Your or the Insured Person(s) control We will reimburse You or the Insured Person for the reasonable additional cost of travel and accommodation necessarily incurred as a direct result of;

- (a) returning the Insured Person to the United Kingdom or normal Country of Residence (if different)
- (b) sending a replacement to assume the duties of the original Insured Person

up to a limit of £10,000.

## Change of Itinerary

If following departure You or the Insured Person are forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person(s) control We will reimburse You or the Insured Person for the reasonable additional costs of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey up to the sum insured shown in the Schedule.

## Evacuation Cover

If following departure on an Insured Journey the Insured Person is forced to Evacuate as a result of any cause outside Your or the Insured Person(s) control We will pay You or the Insured Person all Evacuation Expenses incurred up to a maximum limit of £50,000 for all claims in any one Period of Insurance provided that You or the Insured Person must consult Our Security Consultants immediately in the event of any incident, event or circumstance that might give rise to a claim under Evacuation cover. If You or the Insured Person do not, the right to any claim under this section may be lost.

Telephone +44 207 741 2074.

## Travel Delay - Cover

We will compensate the Insured Person for

### Travel Delay

If the outward or homeward departure of an aircraft, train, or sea vessel in which the Insured Person has booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel which results in delay for at least 4 hours from the departure time indicated by the carrier

by the amount of

- (1) £50 for the first complete 4 hours delay  
and
- (2) £50 for each subsequent 4 hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £750 whichever is the lesser.

### Missed Departure - Cover

We will indemnify You or the Insured Person for reasonable additional accommodation and transport expenses necessarily incurred in order for the Insured Person to reach their final destination caused by their late arrival at any departure point shown on their itinerary to start the Insured Journey caused by'

- (1) the public transport used by the Insured Person being delayed
- (2) the car the Insured Person is travelling in being involved in an Accident
- (3) the car the Insured Person is travelling in breaking down

up to a limit of £1,000.

## Hijack and Kidnap and Ransom - Cover

In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap, We will indemnify the Insured Person as below;

- (a) Hijack  
£300 per day for each complete period of detention
- (b) Kidnap  
£300 per day for each complete period of detention

to a maximum of £25,000 in total for any one occurrence  
and

- (c) Kidnap and Ransom  
Consultants' Costs incurred solely and directly as a result of Kidnap outside the United Kingdom or the Insured Person(s) Country of Residence (if different) up to a maximum total limit of £250,000 in any one Period of Insurance.

### Extensions to Cover

#### Life Threatening Situation Expenses

In the event that an Insured Person becomes involved in a situation where Our Security Consultants agree that the Insured Person(s) life is in danger We will pay You or the Insured Person for any reasonable and necessary costs incurred by Our Security Consultants in extricating the Insured Person from such situation up to a maximum limit of £10,000 for all claims in any Period of Insurance provided that;

- (1) You and the Insured Person must make a reasonable effort not to disclose the existence of this insurance.
- (2) You or the Insured Person must inform Our Security Consultants immediately in the event of any circumstances that could give rise to a claim under this section.  
Their telephone number is +44 207 741 2074.
- (3) You and the Insured Person must provide Our Security Consultants with all assistance and information  
in a timely manner and must not attempt to make arrangements without the involvement and/or agreement of Our Security Consultants.

## Personal Liability - Cover

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person(s) proper costs and expenses in respect of Accidental death or Accidental Bodily Injury to any other person or Accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against the Insured Person shall be payable in addition notwithstanding that Our total liability does not exceed the limit of liability shown in the Schedule provided that;

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Policy and shall provide Us with such particulars and information as We may require and shall forward to Us immediately on receipt every letter, writ, summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) Neither You nor any Insured Person must admit any liability or pay, offer to pay or negotiate any claim without Our prior written consent.
- (3) We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other person(s) and the Insured Person shall give all information and assistance required.
- (4) We may at any time at Our sole discretion pay to the Insured Person a sum equal to the limit of indemnity for Personal Liability stated in the Schedule in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in the liability of the Insured Person to pay a sum in excess of the limit of indemnity for Personal Liability stated in the Schedule Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bear to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.
- (6) Our liability under Personal Liability for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in the Schedule.

## Legal Expenses - Cover

We will negotiate on the Insured Person(s) behalf for legal rights to bring Legal Proceedings to pursue a civil claim resulting from an incident, for which the Insured Person is not at fault which causes the death of or personal injury to an Insured Person during an Insured Journey, provided that the insured incident occurs during the Period of Insurance Prospects of Success exist for the duration of the claim in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal the maximum amount We will pay for Costs and Expenses for any one Insured Person in respect of any or all claims arising from one cause is £50,000 an Insured Person or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident and the Insured Person adheres to the following

### An Insured Person(s) Duty

An Insured Person must report an insured incident to Us as soon as possible and in any event no later than

180 days after the date the Insured Person knew or should have known about the insured incident.

### Legal Representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, the Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the choice of Appointed Representative under (b) above, the Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent the Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent the Insured Person according to Our standard terms of appointment (which may include a 'no win no fee' agreement). The Appointed Representative must co-operate with Us at all times.

### Our Rights and the Insured Person(s) Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on the claim.
- (b) The Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request the Insured Person must give the Appointed Representative any instructions that We require.
- (d) The Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If the Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.



## **Discontinuance of a Claim**

If the Insured Person;

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim from the Insured Person any Costs and Expenses We have incurred.

## **Recoveries**

The Insured Person must take every available step to recover Costs and Expenses that We have to pay and You must pay Us any Costs and Expenses that are recovered.

## **Legal Expenses - Continued**

### **Disputes**

If any difference arises between Us and the Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, the Insured Person can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

### **Arbitration**

The Insured Person has the right to refer any difference that arises between Us and the Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and the Insured Person. If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

# Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

## Benefit Limits

### 1. Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or
- Loss of Hearing
- Permanent Total Disablement.

After payment has been made for

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or
- Loss of Hearing
- Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

### 2. Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by Us.

### 3. Payment of Temporary Total Disablement and/or Temporary Partial Disablement

a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess Period.

c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.

### 4. Maximum Weekly Benefit

The maximum Weekly Wage payable for

- Temporary Total Disablement will not exceed 100%
- Temporary Partial Disablement will not exceed 50%

of the Insured Person(s) normal Weekly Wage.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

## **5. Maximum Benefit**

The maximum amount shown in the Schedule payable for any Insured Person for all Accidental Bodily Injury arising from any one Accident.

## **6. Minors**

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- a) The maximum amount payable for death will be £10,000 or the sums insured shown in the Schedule whichever is less.
- b) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

## **7. Accumulation Limit**

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

## **Alteration of Risk**

If

- a) there has been any alteration to the Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury  
or
- b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

## **Assignment**

The Insured Person may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

## **Cancellation**

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.  
If Your policy is cancelled under (1) or (2) above and provided that there have been no:
  - a) claim(s) made under the policy for which We have made a payment
  - b) claim(s) made under the policy which are still under consideration
  - c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Usduring the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- a) claim(s) made under the policy for which We have made a payment
- b) claim(s) made under the policy which are still under consideration
- c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance.

## **Claims Procedure**

If in relation to any claim You or the Insured Person have failed to fulfil any of the following conditions, You or the Insured Person will lose the right to indemnity or payment for that claim.

You or the Insured Person must

- a) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- b) as soon as practicable and at Your or the Insured Person(s) expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- c) provide Us at Your or the Insured Person(s) own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
- d) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person shall

- a) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee
- b) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person(s) failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

## **Contribution**

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your or the Insured Person(s) name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

## **Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,

(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## Identification

The policy and the Schedule will be read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

## Interest

We will not pay interest on any claim payable.

## Non Disclosure, Misrepresentation or Misdescription

### Before this policy was entered into

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
- We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
- We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
- We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### Before a variation was agreed

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

### **Policy Age Limit**

Unless otherwise agreed by Us and specifically noted in this policy no person over the age of 75 will be covered by this policy.

### **Reasonable Precautions**

You and the Insured Person must take all reasonable precautions to prevent

- a) loss, destruction or damage to the property insured
- b) accident or injury to any person or loss or destruction of, or damage to, their property

and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

### **Right to change**

We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

## Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- a) providing Us with any additional information.
- b) completing any actions agreed between You and Us.
- c) allowing Us to complete any actions agreed between You and Us.

If this is the case, then the Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

- i) modify Your Premium.
- ii) amend the terms and conditions of this policy.
- iii) exercise Our right to cancel the policy under Policy Condition Cancellation.
- iv) leave the policy terms, conditions, and Premium unaltered.

## The Contracts (Rights of Third Parties) Act 1999

Except for an Insured Person, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

# Policy Exceptions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover;

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event;
  - (a) War in the Insured Person(s) Country of Residence or secondment
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to 1a aboveThe above exclusion shall be inoperative in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad;
- (2) the Insured Person engaging in any kind of flying other than as a passenger;
- (3) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- (4) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury;
- (5) the Insured Person(s) own criminal act;
- (6) the Insured Person being in a state of insanity;
- (7) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was "against all travel to".

## Personal Accident

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from;

- (1) any gradually operating cause;
- (2) any naturally occurring condition or degenerative process;
- (3) Illness or disease (unless resulting directly from Accidental Bodily Injury).

## Medical and Emergency Travel Expenses

We will not be liable for any claim resulting from;

- (1) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice;
- (2) medical expenses arising from an Illness which the Insured Person is aware of and in respect of which the Insured Person is travelling against medical advice or where a terminal prognosis has been given (regardless of the duration of life expectancy);
- (3) medical expenses incurred whilst on an Insured Journey within the Insured Person(s) Country of Residence;
- (4) any expenses incurred 12 months after the date the need for treatment first arises.

## Personal Belongings

We will not be liable for any claim resulting from;

- (1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried;
- (2) loss or damage caused by;
  - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container);
  - (b) mechanical or electrical failure or breakdown;
  - (c) any process of cleaning, dying, restoring, repairing or alteration;
- (3) loss of Money;
- (4) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority;
- (5) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report);
- (6) loss or damage from pressure in an aircraft cargo hold;
- (7) theft or attempted theft of Personal Belongings or Business Equipment from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into;
- (8) loss of or damage to vehicles their parts or accessories;
- (9) loss of or damage to Personal Belongings sent as freight or under a bill of lading;
- (10) loss of or damage to sports equipment (including winter sports equipment) while in use;
- (11) loss of Business Equipment not involving theft by violent and forcible means;
- (12) loss of Business Equipment which is insured under any other insurance policy.

## Money

We will not pay any claim for;

- (1) any costs due to delay confiscation errors or omissions in receipts or payment or accountancy or depreciation in value;
- (2) any loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report);
- (3) any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the Insured Person has complied with all the terms and conditions under which the card was issued;
- (4) any loss of or damage to a rental vehicle caused deliberately by the Insured Person;
- (5) any single loss of coins bank or currency notes in excess of £2,000;
- (6) theft or attempted theft of Money from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

## Cancellation, Curtailment or Change of Itinerary

We will not be liable for any claim resulting from;

- (1) the Insured Person travelling against or planning to travel against the medical advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment or where a terminal prognosis has been given (regardless of the duration of life expectancy);
- (2) disinclination to travel or if on an Insured Journey, deciding not to continue;
- (3) Your or an Insured Person(s) financial circumstances;
- (4) redundancy or resignation of an Insured Person or the termination of an Insured Person(s) contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started;
- (5) the financial failure or omission or neglect of any provider or its agent of transport or accommodation;
- (6) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the UK such Insured Person is prevented from taking their trip due to:
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary.All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.
- (7) strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
- (8) You or the Insured Person violating the laws or regulations of the country in which they are travelling;
- (9) an Insured Person failing to check in according to the itinerary provided unless the failure was due to strike or industrial action.
- (10) You or the Insured Person failing to produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling;
- (11) Evacuation of nationals of the country involved;
- (12) regulations made by any Government or public authority;
- (13) any claim where it is subsequently found that the person involved is not an Insured Person. Any costs incurred in this event shall be Your sole responsibility;
- (14) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

## Travel Delay

We will not be liable for any claim resulting from;

- (1) the failure of the Insured Person to check in not later than the time indicated by the carriers;
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
- (3) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the UK such Insured Person is prevented from taking their trip due to:
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary.All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider.
- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance;
- (5) strike labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
- (6) delay where compensation is recoverable from the airline or other carrier;
- (7) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

## Missed Departure

We will not pay any claim;

- (1) If the Insured Person does not do everything possible to get to the International Departure Point from or to the United Kingdom for the time specified on the travel tickets;
- (2) Unless a police report or Insurer's accident report form has been obtained showing the time and place of the accident;
- (3) Unless a written repairer's report has been obtained if claiming because the vehicle the Insured Person was travelling in has broken down;
- (4) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

## Hijack and Kidnap and Ransom

We will not be liable for any Hijack, Kidnap or Ransom claim;

- (1) for an Insured Person within the United Kingdom or their normal Country of Residence (if different);
- (2) relating to any criminal or fraudulent act of the Policyholder or the Insured Person;
- (3) if the Policyholder or the Insured Person has had Kidnap insurance declined or cancelled in the past;
- (4) for an Insured Person whilst on an Insured Journey in excess of 60 days duration;
- (5) for any Kidnap which occurs in any country all travel to which has been advised against by Our Security Consultants or the British Government or the government of the Insured Person(s) Country of Residence (if different);

- (6) for any sums You or the Insured Person become legally liable to pay as the result of any legal action for damages including legal costs incurred by You or the Insured Person in defence of such action as the result of alleged negligence or incompetence in hostage retrieval or negotiations following Kidnap or alleged negligence in not preventing Kidnap.

We will not be liable for any Life Threatening Situation Expenses claim;

- (1) where the life threatening situation is due to any unpaid debt or criminal or fraudulent act of the Insured Person;
- (2) incurred in the United Kingdom;
- (3) where the Insured Person has deliberately exposed themselves to undue peril;
- (4) where after commencement of an Insured Journey, warnings to leave have been given by Our Security Consultants or the British Government or the government of the Insured Person(s) Country of Residence (if different) and the warnings have not been acted upon in a timely manner;
- (5) incurred in relation to Hijack or Kidnap;
- (6) incurred where the Insured Person was on an Insured Journey exceeding 30 days;
- (7) for any sums the Insured Person becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by You or the Insured Person in defence of such action as the result of alleged negligence or incompetence in extrication from the life threatening situation or alleged negligence in not preventing the involvement of the Insured Person in such a situation.

## **Personal Liability**

We will not be liable for any claim arising from;

- (1) any liability in respect of Accidental death or Accidental Bodily Injury sustained by any member of the Insured Person(s) family or any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation;
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any employee or agent of the Insured Person or liability arising out of the ownership possession or use by the Insured Person of any land or buildings  
or  
liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person;
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement;
- (4) liability which is the result of any claim resulting from the transmission of any communicable disease or virus;
- (5) liability which is the result of any wilful malicious or unlawful act;
- (6) any punitive or exemplary damages.

## Legal Expenses

We will not pay any claim;

- (1) if the Insured Person does not keep to the terms, conditions and exceptions under Legal Expenses;
- (2) where the Insured Person is more specifically insured under another policy or in respect of any amount which the Insured Person cannot recover from a more specific insurance because the insurer of that insurance refuses the claim;
- (3) relating to the Insured Person driving a motor vehicle without a valid licence and/or insurance;
- (4) relating to any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event;
- (5) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air;
- (6) in respect of libel or slander;
- (7) for Costs and Expenses incurred prior to Our written acceptance of a claim;
- (8) for Costs and Expenses which have been incurred by the Appointed Representative on a contingency fee basis;
- (9) in respect of any legal action an Insured Person takes which We have not agreed to or where an Insured Person does anything to hinder Us or the Appointed Representative;
- (10) deliberately or intentionally caused by the Insured Person or as a result of the Insured Person(s) criminal act;
- (11) for any fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority;
- (12) in respect of an application for judicial review;
- (13) relating to any non-contracting party's rights (other than those of an Insured Person) to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- (14) for a dispute with Us other than as catered for in conditions 6 and 7 Legal Expenses;
- (15) against a tour operator, travel agent, insurer or their agent, a member of the Insured Person(s) family, another Insured Person under this policy, the Policyholder or Us.