

mill*stream*

Group Personal Accident,
Illness and Business Travel



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Important Contact Numbers

For Personal Accident and Illness Claims

PAclaims@millstreamunderwriting.com
Millstream Claims Service Claims Team
Tel: +44 (0)1243 621030
Fax: +44 (0)1243 621035
Open Hours are: Monday – Friday 9am – 5pm (Not open on public holidays)

Millstream Claims Service
PO Box 1124
Portsmouth
PO1 9XY
United Kingdom

For Travel Claims and Assistance

Any claims for Overseas Medical, Repatriation Assistance & Curtailment:
24 Hour Emergency Medical Assistance Service telephone number: **+44 (0) 330 660 0548**

Emergency Evacuation Assistance:
Telephone +44 (0)330 660 0793 (24 hours a day, 7 days a week)

Emergency Contact Information for Political Unrest, Natural Catastrophe, Kidnap, Ransom or Extortion:
Telephone +44 (0)330 660 0793 (24 hours a day, 7 days a week)

Any claims that is not related to Overseas Medical, Repatriation Assistance & Curtailment Claims:
Telephone +44 (0)330 660 0549
Open Hours are: Monday – Friday 9am – 5.30pm (Not open on public holidays)

The **Insured Person** shall at their own expense furnish **Us** with such certificated, information and evidence as **We** may require in the form prescribed by **Us**.

We will deal with claims based on the level of cover chosen by or on behalf of the **Insured Person** and the **Premium** immediately before the **Accident**

Claims Procedure

1. All claims must be submitted as soon as reasonably possible from the date of the **Insured Person's** return to the United Kingdom.
2. Original receipts and or proof of ownership and value must be supplied in the event of a claim.
3. **We** may at any time pay to the **Insured** or **Insured Person** Our full liability under this insurance, after which no further payments will be made in any respect.
4. The **Insured** or **Insured Person** must take all reasonable steps to recover any lost or stolen article(s).
5. If **We** require any medical certificates, information, evidence and receipts, these must be obtained by the **Insured Person** at the **Insured Person's** expense.

6. In the event of a claim, if **We** require a medical examination the **Insured Person** must agree to this. In the event of death, **We** are entitled to a post mortem examination. The post mortem would be at **Our** expense.
7. The **Insured** or **Insured Person** must not make any payment, admit liability, offer or promise to make any payment without written consent from Us.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Insured's** or the **Insured Person's** name for **Our** benefit against any other party.
9. Damaged articles must be retained by the **Insured** or **Insured Person** and if requested submitted to US so as to substantiate a claim. Failure to do so may result in a claim being turned down.

360 Assistance

This policy offers a 360 Assistance Service that provides online access to the latest medical, political and security situation in most countries around the world including vaccination requirements, contact details for consulates, medical facilities and other useful information. The **Insured Persons** can stay informed with email alerts on countries of choice. Severe weather, industrial action and other events that may disrupt their travel arrangements are advised as they happen. To register please visit:

[https://millstream.360assistance.com/Registration and use activation code Millstream2017](https://millstream.360assistance.com/Registration%20and%20use%20activation%20code%20Millstream2017).

Customer Service

Should any assistance or guidance with the policy be required, please contact Millstream Underwriting Limited on the following details quoting the **Insured** name and policy number;

Millstream Customer Services

308 - 314 London Road, Hadleigh, Essex, SS7 2DD

Telephone: 0330 660 0597

Open Hours are: Monday – Friday 9am – 5pm (Not open on public holidays)

e-mail: mail@millstreamunderwriting.com

Complaints

Any issue arising in a complaint under the group policy should be made to;

The Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London, EC3A 2EB

e-mail: mail@millstreamunderwriting.com

Tel : +44 (0)20 7626 2273

If the **Insured** or the **Insured Person** remains dissatisfied after **Our** final response the **Insured** or the **Insured Person** can approach the Financial Ombudsman Service at the following:

The Financial Ombudsman Service,

Exchange Tower, London, E14 9SR

Telephone: 0300 123 9 123

e-mail: enquiries@financial-ombudsman.org.uk

The existence of these complaints procedures does not affect the **Insured's** or the **Insured Person's** statutory rights relating to the group policy.

Financial Services Compensation Scheme

In the event that the **Insurer** is unable to pay a claim the **Insured** or the **Insured Person** may be entitled to compensation from the Financial Services Compensation Scheme. Their contact details are;
Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London
EC3A 7QU
Telephone: 0800 678 1100

Our Data Protection Privacy Notice

In this notice “we”, “us” and “our” means Millstream Underwriting Limited. We are the data controller in respect of any personal data we collect, hold and use about the **Insured** and **Insured Persons**.

We collect personal data directly from the **Insured**, but we may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing a policy of insurance.

We will mainly use the **Insured** and the **Insured Persons** data for the purpose of providing and administering this policy of insurance and claims they make under it. If the **Insured** or **Insured Person** declines to provide the data when requested, or they give us false or inaccurate data, we may be unable to process the enquiry, and this could give us the right to void coverage or could impact the **Insureds** ability to claim under your policy.

In some circumstances, we may need to collect and use particularly sensitive data, such as data about the **Insured Persons** health or ethnicity. Where this is required, we will usually seek consent to use that data. The **Insured Person** can withhold or withdraw their consent at any time by contacting us, but if they do, we may be unable to process the enquiry or claim or continue to provide coverage.

We will exchange data about the **Insured** and **Insured Persons** with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the UK and the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use the **Insureds** data or pass it to any other party for marketing products or services unless we have given the **Insureds / Insured Persons** consent.

Our full privacy notice explains how we use the **Insureds/Insured Persons** data in more detail. **Our** privacy notice also explains the rights the **Insured/Insured Person** has in respect of their data, including the right to request a copy of the personal data we hold about them. A copy of our full privacy notice is available on our website at <https://www.nexusunderwriting.com/en-gb/privacy-policy> or can be provided on request by contacting us at: Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at admin@millstreamunderwriting.com

If the **Insured/Insured Persons** are not satisfied with the way we have managed their personal data, they may complain to the Information Commissioners Office (ICO) at www.ico.org.uk/concerns.

Details about our Regulator

This policy is underwritten by Millstream Underwriting Limited on behalf of Arch Insurance Company UK Limited. Arch Insurance Company UK Limited. Registered in England and Wales – number 4977362. Registered office: 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN

Arch Insurance Company UK Ltd (FCA Firm reference number: 229887) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Millstream Underwriting Limited (FCA Firm reference number: 308584) is authorised and regulated by the Financial Conduct Authority (FCA). Registered in England and Wales No. 3896220. Registered office: 52-56 Leadenhall Street, London EC3A 2EB.

The Financial Conduct Authority holds a register of all regulated firms on its website. Visit <http://www.fsa.gov.uk/register/home.do> or contact them by phone on 0300 500 8082.

Millstream Underwriting Limited will act on behalf of Arch Insurance Company UK Limited with respect to the receipt of customer money and for the purpose of settling claims and handling **Premium** refunds.

Insurance Agreement

The duty of fair presentation

Before this insurance contract is entered into, the **Insured** must make a fair presentation of the risk to the **Insurer**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:

- a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- b) Make the disclosure in clause (a) above in a reasonably clear and accessible way; and
- c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (a) above, the **Insured** is expected to know the following:

- a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
- c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, **We** expects that the **Insured** will have included them in its enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Please read the **Policy** carefully to ensure that it is in accordance with the **Insured's** or the **Insured Person's** requirements and that the **Insured** or the **Insured Person** fully understand its terms and exclusions and limitations.

Upon receipt of payment of the premium specified in the **Schedule**, **We** agree to cover The **Insured** and/or **Insured Person** up to the limits of liability shown in the **Schedule** for loss(es) sustained subject to the terms of the **Policy**.

This is a legal contract. The **Insured** must tell **Us** about any changes which affect the **Insured's** or the **Insured Person's** insurance and which have occurred either since the policy started or since the last renewal date.

If the **Insured** or the **Insured Person** are not sure whether certain facts are relevant, please contact your insurance adviser. If any of the information provided in the proposal or application is found to be inaccurate **we** may reduce the amount of your claim or **we** may refuse to pay such claim. Any fraud, concealment, or deliberate mis-statement in relation to the making of any claim hereunder shall render this contract of insurance null and void and all claims hereunder shall be forfeit.

Policy Definitions

Accident/Accidental

A sudden external unforeseen and identifiable Event and the word accidental shall be construed accordingly. If an **Insured Person** suffers **Bodily Injury** as a direct result of unavoidable exposure to the elements **We** will consider it as having been caused by an Accident

Accumulation Limit

The maximum aggregate amount **We** will pay in respect of **Insured Persons** for all claims arising from one event source or original cause

Aggregate Limit

The maximum amount **We** will pay under the specified section within the **Period of Insurance**

Annual Salary

The **Insured Person's** basic annual salary prior to all deductions excluding payments for overtime, bonus or commission at the date the **Accident** giving rise to the claim occurred, or

1. If the **Insured Person** is paid weekly, the average basic weekly salary paid in the 13 weeks prior to the **Accident** and multiplying this figure by 52
2. Any shorter period if the **Insured Person** has been employed by the **Insured** for less than 13 weeks
3. If a director of the **Insured** the average weekly wage (excluding overtime bonus and commission) prior to all deductions made in the 13 weeks period before the date of **Accidental Bodily Injury** and 1/52 of the Dividend paid to the **Insured Person** for the **Insured's** last full years accounting period

Benefit Period

The maximum period for which **Temporary Total Disablement** and **Temporary Partial Disablement** Benefit resulting from any one **Accident** or **Illness** is payable commencing after the expiry of any **Deferment Period** or **Franchise Period** shown in **The Schedule**

Bodily Injury

Injury which is caused by an **Accident** and which within 24 months from the date of such **Accident** shall result in the death or disablement of the **Insured Person**

Body

The head, torso, legs and arms, excluding the **Face**

Burns

Full thickness third degree burns resulting in a permanent scar

Business Equipment

Any property which is owned hired or borrowed by the **Insured** or the **Insured Person** other than **Business Samples** used in connection with The Business.

Business Samples

Any samples of the produce created in the normal activities of the **Insured**.

Capital Benefits

Capital Benefits shall include **Loss of Hearing, Loss of Internal Organ, Loss of Limb, Loss of Sight, Loss of Speech**, any **Total Loss** of as defined in the **schedule** and **Permanent Total Disablement**.

Child/Children

Children, Stepchildren and legally adopted children of the **Insured Person** and their **Partner**, and children for whom the **Insured Person** or their **Partner** is the Parent or Legal Guardian. To be covered under this policy Child/Children must be;

1. Aged over 30 days
2. Under 18 years of age or 23 years of age and in **Full Time Education**
3. Dependant on the **Insured Person** or their **Partner**

Close Business Associate

Any person whose absence from the business for one or more complete days at the same time as an **Insured Person's** absence prevents the effective continuation of that business

Coccyx

Four fused vertebrae at the bottom of the spine.

Colles' Fracture

A **Fracture** of the wrist involving a break of the distal end of both ulna and radius.

Consultant

A medical specialist who is a member of a college and recognised by that college as a consultant, who is not:

1. The **Insured Person** or
2. A relative of an **Insured Person** unless approved by **Us**
3. An employee of the **Insured**

Consultant Costs

Shall mean reasonable fees and expenses incurred as a result of the actions of **Our** chosen security provider whilst acting in response to a **Kidnap, Extortion** or **Ransom** event including but not limited to travel and accommodation costs, Interpretation, communication and informant costs.

Convalescence

An **Insured Person's** necessary convalescence, under the regular care and advice of a **Registered Qualified Medical Practitioner**

Country of Residence

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

Curtail/Curtailment

Return early home before the scheduled return date which is authorised by the medical emergency service and calculated from the date of return home.

Day

A period of 24 consecutive hours

Declaration(s)

The information supplied by the **Insured** confirming up to date **Insured Person's** information, travel pattern and **Premium** due to **Us**

Deferment Period

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

Europe

Åland Islands, Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, , Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Guernsey, Holy See (Vatican City State), Hungary, Iceland, Ireland, Israel, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Mediterranean Islands, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen, Sweden, Switzerland, Turkey, Tunisia, The Azores, The Canary Islands, The Channel Islands, Ukraine and territories formally known as USSR, west of the Ural Mountains, but excluding a specific area to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel.

Evacuation Expenses

Shall mean the reasonable costs and expenses incurred in the emergency transportation of the **Insured Person** from the country in which the **Natural Catastrophe** or **Political Unrest** has occurred to the nearest place of safety or to the **United Kingdom** or to the **Insured Person's Country of Residence** (if different).

Event

Means 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 any claim that the **Insured Person** will pay. This amount applies to each person making a claim to a maximum of 2 excesses per incident per section as shown on **The Schedule**.

Extortion

means the unlawful obtaining of money, property or services from the **Insured Person** through threat of or use of force

Extortion & Ransom Monies

means cash, financial instruments, bullion, goods property or services

Face

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

Foodstuff

A substance suitable for consumption as food

Fracture/Fractured

A partial or complete break in the continuity of the bone.

Franchise Period

The number of calendar days as shown in **The Schedule** occurring at the commencement of each and every period of **Temporary Total Disablement** or **Temporary Partial Disablement** claim for which the **Insured Person** must wait before the benefit is payable. Once the **Franchise Period** has passed the benefit is payable from the day shown on **The Schedule**.

Full Time Education

A programme of learning provided by a recognised educational body which leads to a qualification by examination or assessment which is either full-time study; or a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study

Geographical Limits

The geographical area(s) shown on **The Schedule** where cover applies

Gross Weekly Wage

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

Grade I

Lower leg (fibula), hand (one or more of the metacarpals), foot (one or more of the metatarsals), **Coccyx**, Single rib, Nose.

Grade II

Vertebrae other than vertebral body, Lower leg (tibia), Lower jaw, Breast Bone (sternum), Two or more ribs, Collar bone (clavicle), Shoulder blade, Kneecap (patella).

Grade III

Ankle (tarsals), Upper arm (humerus), Lower arm (radius and ulna), Wrist (carpals), Upper leg (femur), Vertebral body (not **Coccyx**), Pelvis, **Skull** (including facial bones).

Hijack

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

Hospitalisation/Hospitalised

Being admitted as an inpatient to an institution which has accommodation for resident patients and the facilities for diagnosis, surgery and treatment. It does not include a convalescence home, an extended care facility, a geriatric home, a long term nursing or rehabilitation centre.

Illness

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

Incidental Holiday

Any holiday of up to 4 nights maximum duration taken in conjunction with an **Insured Journey** starting either before or after the **Insured Journey** component on behalf of the **Insured**.

Injury Medical Expenses

Reasonable costs necessarily incurred for hospital, ambulance, surgery and treatment costs following an **Accident**.

Insured

The Person, Group, Company or Organisation named in **The Schedule**.

Insured Journey

A journey not exceeding the maximum trip duration period as stated in **The Schedule** (unless agreed by **Us** prior to departure) authorised by the **Insured** in connection with their business which begins during the **Period of Insurance** commencing from the time an **Insured Person** leaves their home or place of business whichever is later to travel to the destination as stated in the **Geographical Limits** shown in **The Schedule**, continuing during the duration of the journey until their return to their home or if earlier their normal place of business. If the **Insured Journey** is entirely in the **United Kingdom** or the **Insured Person's** normal **Country of Residence** (if different) cover will only operate if the journey involves air flight or a pre-booked overnight stay.

Insured Person

Any person or categories of persons described under this heading in **The Schedule** aged under 75 at the Effective Date of the **Period of Insurance**.

Insurer

Arch Insurance Company UK Limited.

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 Expenses

Any fees, expenses or cost of Expert Witnesses and any other disbursements that have been incurred by legal representation in pursuing a claim against the third party that caused the **Bodily Injury** or **Illness** to the **Insured Person**.

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 Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung, one kidney or the spleen

Loss of Limb

In the case of a leg:

1. Loss by permanent physical severance at or above the ankle or
2. Permanent and total loss of use of a complete foot or leg
3. In the case of an arm:
 - a) Loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
 - b) Permanent and total loss of use of a complete arm or hand.

Loss of Sight

Permanent and total loss of sight:

1. 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

2. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **Insured Person** should see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery

Loss of Speech

Permanent total and irrecoverable 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 **Insured**.

Maximum Benefit Any One Person

The maximum amount payable in respect of any one **Insured Person** for all claims arising from one event.

Money

Coins, bank notes (cash), postal or money orders, cheques, signed traveller's cheques, letters of credit, travel tickets, promotional vouchers, petrol or other coupons with a monetary value and entertainment tickets which belong to or under the custody and control of the **Insured Person**.

Natural Catastrophe shall mean hurricane, tornado, tsunami, earthquake, volcanic eruption, storm, flood, landslide, wildfire or high water

North America

USA and Canada

Operative Time

The period of time for which **We** will cover the **Insured Person** for the benefits shown in **The Schedule**

Osteoporosis

The thinning of the bone out of proportion to age.

Paraplegia

Permanent and total paralysis of the two lower limbs, bladder and rectum

Partner

Spouse, civil partner or co-habitee of either sex with which the **Insured Person** has been living with for at least 3 months

Pathological Fractures

Any **Fracture** in an area where pre-existing disease has weakened the bone

Pelvis

All pelvic bones excluding the **Sacrum**

Period of Insurance

The duration of insurance cover starting at the Effective date and ending on the Expiry date as shown on **The Schedule**

Permanent Total Disablement

Total and irrecoverable disablement caused other than by **Quadriplegia**, **Paraplegia**, **Loss of Limb**, **Loss of Sight** in one or both eyes, **Loss of Speech** or **Loss of Hearing**, 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. This benefit is payable depending upon the **Insured Persons** employment circumstances as follows:

1. If the **Insured Person** is employed full time by the **Insured**, **Permanent Total Disablement** benefit is payable if it prevents the **Insured Person** from engaging in or giving attention to their **Usual Occupation**;
2. If the **Insured Person** is not a full time Business Partner, Director or Employee of the **Insured** then **Permanent Total Disablement** benefits will be paid if it totally prevents an **Insured Person** from working in paid employment for which they are suited by way of training, education or experience.
3. Where the **Insured Person** is not in gainful employment at all the benefit will be paid according to the **Insured Persons** ability to do any or every occupation.

Permanently Resident

Means Resident in the first instance for at least 3 months and at least 40 weeks per annum thereafter

Personal Belongings

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

Political Unrest shall mean a disturbance or turmoil, political or military or otherwise that poses an immediate threat to the safety of an **Insured Person**.

Pott's Fracture

A **Fracture** of the ankle (talo-tibial joint) involving both a **Fracture** of the lower end of the fibula and a **Fracture** of the lower end of the tibia.

Premium

The amount payable to the **Insurer** in respect of the specified **Insured**, **Insured Person's** and benefits as specified on **The Schedule**

Primary Dislocation

A first time dislocation of a hip, knee or shoulder joint

Quadriplegia

The permanent and total paralysis of all four limbs as a result of **Accidental Bodily Injury** which in all probability will continue for the remainder of the **Insured Person's** life

Ransom means the demand of a service or payment of a sum of money

Registered Qualified Medical Practitioner

A doctor or specialist registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

1. The **Insured Person** or
2. A relative of an **Insured Person** unless approved by **Us**
3. An employee of the **Insured**

Registered Qualified Dental Practitioner

A dentist who is registered on the General Dental Council's register for Dentists. For cover outside the **United Kingdom**, it shall mean a dentist who is authorised to provide dental treatment. The dentist must not be:

1. The **Insured Person** or
2. A relative of an **Insured Person** unless approved by **Us**
3. An employee of the **Insured**

Rehabilitation Expenses

Reasonable and necessary costs incurred in engaging professional advice to retrain the **Insured Person** including counselling, therapy and re-training expenses for returning to work

Sacrum

The five fused bones at the base of the vertebral body.

Security Services Provider

Shall mean our security provider or other provider as appointed by the **Insurer**

Skull

All skull and facial bones excluding nose, teeth and lower jaw.

Temporary Partial Disablement

Disablement which prevents the **Insured Person** from engaging in at least 40% of the functions of their **Usual Occupation** with the **Insured**

Temporary Total Disablement

Temporary total disablement which entirely prevents an **Insured Person** from engaging in their **Usual Occupation**.

Terrorism

Any act, including but not limited to:

1. the use or threat of force and/or violence and/or
2. harm or damage to life or to property (or threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

The Schedule

The document which shows the **Insured, Insured Person's, Operative Time**, benefits and sums insured

Total Loss

Total loss or total loss of use of

United Kingdom

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

Armed conflict between nations, invasion, act of foreign enemy, civil war and military or usurped power

We/Us/Our

Millstream Underwriting Limited on Behalf of Arch Insurance UK Ltd

Worldwide

Anywhere in the world other than **Europe**, the **United Kingdom** or **North America** but excluding a specific area to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel.

Policy Cover

1. Personal Accident

We will pay the amount shown in **The Schedule** in the event of an **Insured Person** described in **The Schedule** sustaining **Accidental Bodily Injury** during the **Period of Insurance** and within the **Operative Time** which independently of any other cause results in any of the benefits listed below to the extent of and subject to the terms contained in or endorsed to the **Policy**.

Death;

Capital Benefits; Temporary Total Disablement;

Temporary Partial Disablement

Additional Accident Benefits

IMPORTANT NOTE

Cover for the following additional benefits detailed below will only apply if detailed limit is shown for them on **The Schedule**.

A. Disfigurement or scarring of the face or body from burns

If during the **Period of Insurance** an **Accident** occurs during the **Operative Time** resulting in the **Insured Person** suffering **Accidental Bodily Injury** as a result of disfigurement or scarring of the **Face** or **Body** from **Burns**, **We** will pay the amount shown in **The Schedule** for the:

- **Face:** at least one square centimetre or two centimetres in length from the Burn(s) the minimum amount payable in the policy schedule will be payable.
- **Body:** at least 4.5% of the total body area the appropriate amount will be paid in accordance with the amount detailed in **The Schedule**

B. Dental Injury

If during the **Period of Insurance** an **Accident** occurs to an **Insured Person** during the **Operative Time** and external oral impact results in dental injury (including loss or damage to any prostheses e.g. dentures while in the mouth), **We** will pay up to the amount shown in **The Schedule**, for the treatment necessarily provided by a **Registered Qualified Medical**

Practitioner or Registered Qualified Dental Practitioner within 12 months from the date of the **Accident**.

Specific exclusions to dental injury;

We will not pay any claim for:

- a. Dental Treatment as a result of wear and tear or ordinary deterioration.
- b. **Bodily Injury** caused by a **Foodstuff** whilst the **Insured Person** was eating it.
- c. **We** will only pay for any bridgework crown or denture replaced which is similar type or quality to that which was damaged or lost as a direct result of the **Accident** and subsequent **Bodily Injury**.

C. Hospital Confinement

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in the **Insured Person** being confined to a hospital as an inpatient, **We** will pay the amount shown in **The Schedule** for **Hospitalisation** subject to a minimum of two **Days** confinement as an in-patient

D. Hospital Visiting Expenses

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in the **Insured Person** being hospitalised in the **United Kingdom** beyond a 10 mile radius from their normal place of residence, **We** will pay for the reasonable costs in transporting any one person nominated by the **Insured Person** to visit the **Insured Person**. **We** will pay the amount shown in **The Schedule**.

E. Coma benefit

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in a continuous unconscious state **We** will pay the **Insured** on behalf of the **Insured Person** the amount shown in **The Schedule** for each complete day of continuous unconsciousness.

F. Rehabilitation Expenses

If during the **Period of Insurance** an **Insured Person** who is an employee of the **Insured** sustains **Accidental Bodily Injury** which results in a valid claim for **Permanent Total Disablement** or **Loss of Sight** or **Loss of Limb** **We** will pay up to the amount shown in **The Schedule** in respect of **Rehabilitation Expenses**

G. Injury Medical Expenses

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in a valid claim for Death, **Permanent Total Disablement** or Permanent Partial Disablement **We** will pay **Injury Medical Expenses** up to 25% of the sum insured subject to a maximum limit of £25,000 any one **Event**.

H. Funeral Expenses

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in death **We** will pay up to the amount shown in **The Schedule** for Funeral Expenses following the issue of an interim death certificate (this benefit is not payable together with Section 3 A. Medical Emergency Travel and repatriation Expenses section F)

I. Dependent Child Benefit

In the event of a claim being paid for **Accidental** death the death benefit will be increased by 5% per dependent **Child** up to a maximum of 20% of the sum insured subject to a maximum cumulative benefit of £25,000 per **Insured Person** and dependent **Child** or **Children**

J. 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, the benefit will have to be repaid if such **Insured Person** is found to have been alive or is found alive.

K. Disability Assistance

If during the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** which within 24 months is the sole and independent cause of disablement for which a valid **Capital Benefits** claim is paid, **We** will pay necessary expenses incurred with **Our** prior written consent to make alterations to the **Insured Person's** home, car or usual place of work as a direct and necessary result of the disablement. The maximum amount **We** will pay is the amount stated in **The Schedule**.

L. Quadriplegia

In the event of a valid **Capital Benefits** claim, **We** will pay an additional benefit if, as a direct result of the **Accident**, the **Insured Person** becomes Quadriplegic. The amount **We** will pay is stated in **The Schedule**.

M. Paraplegia

In the event of a valid **Capital Benefits** claim, **We** will pay an additional benefit if, as a direct result of the **Accident**, the **Insured Person** becomes Paraplegic. The amount **We** will pay is stated in **The Schedule**.

N. Broken Bones

If during the **Period of Insurance** an **Insured Person** sustains an **Accidental Bodily Injury** which results in Broken Bones,

We will pay the amount shown in **The Schedule** for either a **Grade I Fracture, Grade II Fracture or Grade III Fracture** due to one **Accident**. In the event of multiple **Fractures** to a bone as a result of one **Accident** the amount paid will apply only once to each bone **Fractured**. **We** will consider a **Colles' Fracture** or a **Pott's Fracture** to be a single **Fracture** of a bone.

We will not pay any claim for:

- a. **Fracture** to the Bones in the thumbs or fingers or toes (phalanges).
- b. **Pathological Fractures** that occur as a result of genetic or pre-existing weakness in the bones.
- c. **Fracture** caused directly or indirectly by or attributable to **Osteoporosis**, that an **Insured Person** was aware of prior to the **Period of Insurance**.

O. Primary Dislocation

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in a **Primary Dislocation** of a hip, knee or shoulder joint **We** will pay up to the amount shown in **The Schedule** providing the **Primary Dislocation** is a first time dislocation and not a repetitive disorder.

P. Physiotherapy following Broken Bones or Primary Dislocation

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in a valid claim under Broken Bones or **Primary Dislocation** of this **Policy**, **We** will pay up to the amount shown in **The Schedule** in respect of physiotherapy sessions to the **Insured Person** as a direct and immediate result of the **Accidental Bodily Injury** as directed by a **Registered Qualified Medical Practitioner** and conducted by a qualified member of the Chartered Society of Physiotherapy.

Q. Convalescence

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in the **Insured Person** being confined to a hospital and is subsequently advised by a **Registered Qualified Medical Practitioner** to convalesce at the **Insured Person's** home **We** will pay up to the amount shown in **The Schedule** subject to a minimum of 2 **Days Convalescence**.

R. Optical Injury

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in **Hospitalisation** as an in-patient **We** will pay up to up to the amount shown in **The Schedule** for

- a. an eye test if this is required and
- b. the cost of purchasing, replacing or repairing spectacles or contact lenses:

Caused by

- i. **Accidental** damage to prescription spectacles
- ii. If prescription contact lenses need to be replaced due to damage

If the **Insured Person** within 60 **Days** of the **Accident** is prescribed spectacles or contact lenses due to eye damage directly as a result of the **Accident**.

S. Childcare Expenses

If during the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** which results in a valid claim for Hospital Confinement and as a direct result the **Insured Person** incurs childcare expenses in engaging a Childminder who appears on the Childcare Register **We** will pay up to the amount shown in **The Schedule** for each **Day** of **Hospitalisation** from any one **Accident** subject to:

- a. The **Insured Person's Partner** being unable to care for the **Child** because of work commitments
- b. The **Insured Person** providing original invoices from the childminder for the period of the Hospitalisation.
- c. **We** will only pay for Childcare Expenses in respect of additional costs that would not otherwise have been incurred.

- d. **We** will not pay for any expenses incurred after 52 weeks after the date of the **Accident** giving rise to the claim.

T. Trauma Counselling Expenses

If during the **Period of Insurance** an **Insured Person** sustains physical assault, mugging, rape, robbery or kidnapping resulting in **Accidental Bodily Injury**, **We** will pay reasonable and necessary counselling fees that are incurred by the **Insured Person** up to the amount shown in **The Schedule** from any one **Accident** subject to:

- a. Any act of violence being reported to the police and a case number obtained
- b. Receipts being obtained from an accredited counsellor who is a member of a recognised professional body in the **United Kingdom**.
- c. **We** will only pay counselling expenses incurred within 12 months of the date of the **Accident** giving rise to the claim.

Specific Conditions to Section 1

1. **We** will not be liable under Capital Benefits should the **Insured Person's** death occur within 13 weeks of the **Accident**
2. If an **Insured Person** is covered for death but the sum insured shown in **The Schedule** is less than for:
 - **Permanent Total Disablement**
 - **Loss of Limb(s)**
 - **Loss of Sight**
 - **Loss of Hearing** in both ears
 - **Loss of Speech**

then **We** will not pay more than the death sum insured until at least 13 weeks after the **Accident** and then only if the **Insured Person** has not died as a result of the **Accident**

3. The **Insurer** 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 Sight**
 - **Loss of Limb(s)**
 - **Loss of Hearing** in both ears
 - **Loss of Speech**
 - **Permanent Total Disablement**
 - After payment has been made for death
 - **Loss of Sight**
 - **Loss of Limb(s)**
 - **Loss of Hearing** in both ears
 - **Loss of Speech**
 - **Permanent Total Disablement**

No further payments will be made by the **Insurer** in respect of that **Insured Person** during the current **Period of Insurance**

4. Payment of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification by a medical examiner appointed by **Us** that disablement is permanent and without expectation of recovery
5. For payment of weekly benefits:
 - 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 Sight**
 - **Loss of Limb(s)**
 - **Loss of Hearing** in both ears
 - **Loss of Speech**
 - **Permanent Total Disablement**
- b. Payment of benefit for **Temporary Total Disablement** and/or **Temporary Partial Disablement** will be paid at the end of the period of disablement or at the **Insured's** request at 4 weekly intervals in arrears commencing after the expiry of the **Deferment Period** or **Franchise Period**.
 - c. In respect of any one **Accident** benefit will not be payable for **Temporary Total Disablement** and/or **Temporary Partial Disablement** for longer than the Benefit Period shown in **The Schedule**
 - d. Any **Temporary Total Disablement** and **Temporary Partial Disablement** Benefits paid shall not exceed 100% of the **Insured Person's Gross Weekly Wage**.
6. **We** shall
 - a. be allowed at **Our** own expense, upon reasonable notice to the **Insured Person**, to request a medical examination of the **Insured Person** as appropriate by a medical examiner appointed by Us.
 - b. require a medical certificate from a **Registered Qualified Medical Practitioner** confirming the **Insured Person's** inability to work in their **Usual Occupation** to support any claim for **Temporary Total Disablement** or **Temporary Partial Disablement**.
 7. 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 amount shown in **The Schedule** whichever is less.
 - b. No benefit will be payable for **Temporary Total Disablement** or **Temporary Partial Disablement**.
 8. The maximum amount **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Person's** involved in the same **Event** 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**.
 9. In respect of section B: Dental Injury, the **Insured Person** must as soon as is practically possible after the occurrence of a **Dental Injury** which may be subject to a claim under this policy, the **Insured Person** must;
 - a. Give notice to the **Us** and supply, without cost to the **Us**, such certificates and evidence which thereafter may be reasonably required
 - b. Place themselves under the care of a **Registered Qualified Medical Practitioner** or **Registered Qualified Dental Practitioner**.

2. Illness

A. Temporary Total Disablement

We will pay the amount shown in **The Schedule** if the **Insured Person** suffers **Illness** during the **Period of Insurance** and **Operative Time** which results in the **Temporary Total Disablement** of the **Insured Person**.

Specific Conditions to Section 2

1. For payment of weekly benefits:
 - a. Payment of benefit for **Temporary Total Disablement** shall not preclude entitlement to any other benefit but shall cease immediately should an **Insured Person** die as a result of the valid **Illness** claim.
 - b. Payment of benefit for **Temporary Total Disablement** will be paid at the end of the period of disablement or at the **Insured's** request at 4 weekly intervals in arrears commencing after the expiry of the **Deferment Period** or **Franchise Period**.
 - c. In respect of any one **Illness** benefit will not be payable for **Temporary Total Disablement** for longer than the Benefit Period shown in **The Schedule**
 - d. Any **Temporary Total Disablement** benefits paid shall not exceed 100% of the **Insured Person's Gross Weekly Wage**.
2. We shall
 - a. be allowed at **Our** own expense, upon reasonable notice to the **Insured Person**, to request a medical examination of the **Insured Person** as appropriate by a medical examiner appointed by **Us**.
 - b. require a medical certificate from a **Registered Qualified Medical Practitioner** confirming the **Insured Person's** inability to work in their **Usual Occupation** to support any claim for **Temporary Total Disablement**.
3. If the **Insured Person** is under the age of 16 no benefit will be payable for **Temporary Total Disablement**.
4. The maximum amount **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Person's** involved in the same **Event** 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**.

Specific Exclusions to Section 2

1. if an **Insured Person** has taken a drug unless it was taken on proper medical advice or instruction from a Registered **Qualified Medical Practitioner** and not for treatment of any addiction;
2. directly or indirectly caused or contributed to by:
 - a. an **Insured Person's** alcohol abuse or addiction;
 - b. an **Insured Person's** infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named; or
3. any disability, condition or **Illness** for which an **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty four (24) months prior to the effective date of an **Insured Person's** inclusion hereunder, until a period of twenty four (24) months has elapsed during which time an **Insured Person** has neither received nor required any medical or psychiatric treatment or counselling for the said disability, condition or **Illness**.
4. For any claim for psychological, psychotic or mental disorders unless a **Consultant** certifies that this is the only condition which prevents the **Insured Person** from attending their normal duties at a normal place of employment
5. any claim that is arising from the normal costs associated with pregnancy or childbirth;
6. or anything listed under General Exclusions.

3. Travel

A. Medical, Emergency Travel and Repatriation Expenses

OVERSEAS MEDICAL EMERGENCY SERVICE

24 Hour Emergency Medical Assistance Service telephone number:
+44 (0)330 660 0548

IMPORTANT NOTE:

This is not a private health insurance policy.

We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and **We** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **We**, or **Our** representatives will require unrestricted access to the **Insured Person's** medical records.

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

1. Medical Expenses
Reasonable and necessary medical, surgical and hospital or nursing home charges including the cost of rescue services to take the **Insured Person** to hospital
2. Dental Treatment
Emergency dental treatment fees (for the relief of pain and suffering)
3. Additional Accommodation and Travel Expenses
Reasonable and necessary costs of transport and accommodation incurred in respect of the **Insured Person** or any two relatives or friends who have to travel to remain with or escort the **Insured Person** home to the **United Kingdom** or the **Insured Person's** normal **Country of Residence** (if different)
4. Repatriation
On the recommendation of **Our** Emergency Medical Assistance Service the Repatriation of the **Insured Person** to the **United Kingdom** or the **Insured Person's** **Country of Residence** (if different)
5. Emergency Medical Evacuation
On the advice of **Our** Emergency Medical Assistance Service the reasonable and necessary costs of transporting the **Insured Person** to the nearest suitable hospital
6. Funeral Expenses
In the event of the **Insured Person's** death during an **Insured Journey**, **We** will indemnify the estate of the **Insured Person** for the costs incurred of a funeral outside the **United Kingdom** or the **Insured Person's** **Country of Residence** (if different) or the cost of transportation of the **Insured Person's** body or ashes and their **Personal Belongings** back to the **United Kingdom** or the **Insured Person's** **Country of Residence** (if different) (but not the cost of the funeral in the United Kingdom)
7. **Country of Residence** Emergency Medical Expenses
In the event that the **insured person** has returned home following a valid claim under this section, we will shall cover the costs of emergency hospital medical charges or emergency dental treatment incurred within 3 months of the insureds return to the **United Kingdom** or their **Country of Residence**. The maximum benefit available under this section is £50,000.

Emergency Medical Assistance Service

The Emergency Medical Assistance Service will provide advice and, where necessary, arrange all medical treatment, travel and accommodation in respect of medical and emergency travel expenses covered under this policy.

**In the event of a medical emergency overseas, or if you need to return home early, please call:
+44 (0)330 660 0548**

Our emergency assistance provider has experienced staff who are available 24 hours a day, every day.

They will:

- Contact hospitals and where guarantee fees
- Talk to medical staff treating the **Insured Person** in their own language
- Consult with medical advisors at the outset for their views on the necessity of arranging repatriation and the best method of transportation to be used.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Medical Assistance Service

We will pay all associated costs incurred by the **Insured Person** or on the **Insured's** behalf for:

- Providing advice on minor ailments
- Assisting in locating or sending drugs if not available locally
- Making arrangements where it is medically necessary for the **Insured Person** to travel home and where necessary to be escorted by appropriate medical staff
- Arrange for assistance to be provided upon the **Insured Person's** arrival in the **United Kingdom** or other **Country of Residence** (if different) following repatriation
- Make arrangements for the outward and return journeys for the next of kin to visit an injured or sick **Insured Person**

Hospital Confinement

If an **Insured Person** is admitted to hospital as an in-patient outside the **United Kingdom** or the **Insured Person's Country of Residence** (if different) during an **Insured Journey**, **We** will pay the **Insured Person** the amount shown in **The Schedule** up to a maximum of 365 Days.

Repatriation of Remains

If an **Insured Person** commits suicide while on an **Insured Journey**, **We** will pay up to £5,000 for the costs incurred in transporting the body back to the **United Kingdom** or normal **Country of Residence** (if different)

Search & Rescue Costs

If during an **Insured Journey**, the **Insured Person** is reported as missing, and a subsequent search and rescue operation is authorised by the Police or other appropriate authority because it is known or believed that

- a. The **Insured Person** has sustained **Accidental Bodily Injury** or fallen ill or
- b. Weather or safety conditions have deteriorated and 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 the limit in sum insured shown in **The Schedule** for Search & Rescue costs incurred in locating the **Insured Person**.

Travel Coma Benefit

In the event of an **Insured Person** sustaining **Accidental Bodily Injury** outside the **United Kingdom** or the **Insured Person's** normal **Country of Residence** (if different) during an **Insured Journey** which results in a continuous unconscious state **We** will pay the **Insured Person** the amount shown in **The Schedule**. This benefit is not payable in addition to Additional Accident Benefits E - Coma Benefit and or G – Injury Medical Expenses.

Specific Exclusions to Section 3A

We will not pay for:

1. Any costs or expenses incurred where the **Insured Person** has not obtained medical advice from a **Registered Qualified Medical Practitioner**

2. Any Medical expenses
 - a. Arising from a medical condition which the **Insured Person** is aware of and in respect of which the **Insured Person** is travelling against medical advice.
 - b. Any treatment/cover provided by private hospitals/clinics if incurred within the **insured persons country of residence/or the United Kingdom**.
 - c. Any claim that is arising from the normal costs associated with pregnancy or childbirth.
 - d. Where the **Insured Person** has been advised that they have a terminal condition.
 - e. Incurred where the specific purpose of the **Insured Journey** is for the **Insured Person** to receive medical advice or treatment
 - f. Incurred in the **United Kingdom** or the **Insured Person's Country of Residence** (if different)
 - g. Any treatment/cover provided in the **United Kingdom** or the **Insured Persons country of residence** if a specific medical insurance policy or medical insurance program exists which the **insured person** already has access to.
 - h. Incurred more than 24 months after the date the need for treatment first arose.
 - i. Where the **Insured Person** can recover the benefits from another source or where they have Medical expenses covered under any National Insurance Scheme reciprocal health arrangement.
 - j. Which are confirmed as not medically necessary by the **Insured Person's** attending **registered qualified medical practitioner** or Emergency Medical Assistance Service.
3. The **Excess** shown in **The Schedule**.
4. Anything mentioned in the General Exclusions.

Specific Conditions to Section 3A

1. The **Insured Person** must contact the Emergency Medical Assistance Service if in-patient hospital treatment is required or the **Insured Person** needs to return home early. Failure to contact the Emergency Medical Assistance Service may affect the amount **We** are able to pay for the claim.
2. The Emergency Medical Assistance must be informed as soon as possible of any potential Search and Rescue operation. The **Insured Person** must obtain a written statement from the police or other approved authority involved in the search and rescue operation which gives details of when and why the operation was carried out and submitted to **Us** to support the claim
3. If **We** pay costs as a result of advice or assistance being provided or the settlement of expenses being made in good faith by the Emergency Medical Assistance Service in respect of any person who is not insured under this policy, the **Insured Person** shall reimburse **Us** in full within 30 **Days** of being notified of the error.
4. Payment shall not be made under Travel Coma benefit if a claim has already been submitted under Additional Accident Benefits E - Coma Benefit and or G – Injury Medical Expenses.

B. Legal Expenses

If, while on an **Insured Journey** outside the **United Kingdom**, an **Insured Person** is involved in an incident which results in **Accidental Bodily Injury** caused by a third party, **We** will negotiate on the **Insured Person's** behalf for the **Insured Person's** legal rights to bring **Legal Proceedings** to pursue a civil claim resulting from that incident provided that:

1. The insured incident occurs on an **Insured Journey** and within **Geographical Limits**
2. **Prospects of Success** exist for the duration of the claim
3. In respect of any appeal or defence of an appeal, it has been reported to us at least 14 **Days** before the deadline for any appeal
4. An **Insured Person** or their legal personal representatives reports an insured incident as soon as possible but no later than 180 **Days** after the date the **Insured Person** became aware of the insured incident

5. The maximum amount **We** will pay for all **Costs and Expenses** for anyone **Insured Person** in respect of all claims arising from any one insured incident is £50,000

Definitions applicable to Section 3B Legal Expenses

1. **Appointed Representative** The lawyer or other suitably qualified person nominated by the **Insured Person** or appointed by **Us** to act on the **Insured Person's** behalf
2. **Costs and Expenses**
 - a. All reasonable and necessary legal costs charged by the **Appointed Representative** which are agreed by **Us**.
 - b. Legal Costs which an **Insured Person** has been ordered to pay by a court or other body and which **We** have authorized

3. **Legal Proceedings**

Legal action for the pursuit of a claim for damages

4. **Prospects of Success**

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

- a. Recover damages or obtain other legal remedy which **We** have agreed to
- b. Make a successful appeal or defence of an appeal

Prospects of Success will be assessed by **Us** or **Our Appointed Representative**.

Specific Exclusions to Section 3B

We will not pay for any claims;

1. That are not reported to **Us** within 180 **Days** of the **Event**
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 has refused the claim
3. For any legal action taken by an **Insured Person** which **We** have not agreed to or where the **Insured Person** does anything to hinder **Us** or the **Appointed Representative**
4. Involving legal action between members of the same household, immediate relative, a travelling companion, or one of the **Insured's** employees
5. Relating to the **Insured Person** driving a motor vehicle without a valid licence for that vehicle or valid insurance.
6. For an **Illness**, death or **Bodily Injury** which develops gradually or is not caused by a specific sudden identifiable **Event**.
7. Against a tour operator, travel agent or carrier, **Us** the **Insurer** or **Our** agents, the **Insured**, or another **Insured Person** under this contract of insurance
8. Arising directly or indirectly from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air.
9. For libel or slander
10. For any **Costs and Expenses** incurred prior to **Our** written acceptance of a claim
11. For **Costs and Expenses** which have been incurred by the **Appointed Representative** on a contingency fee basis.
12. Caused by the **Insured Person's** own deliberate or intentional act or as a result of criminal behaviour
13. For fines, penalties damages or compensation which the **Insured Person** is ordered to pay by a court or other authority
14. In respect of an application for judicial review
15. If the **Insured Person** does not keep to the terms conditions and exclusions under the Legal Expenses section
16. Anything mentioned in the General Exclusions

Specific Conditions to Section 3B

1. Duty to report

The **Insured** or **Insured Person** must report an incident to **Us** as soon as possible and in any event no later than **180 days** after the date the **Insured Person** became aware of the insured incident or should have known about the insured incident
2. 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** or **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 condition 2b, the **Insured** or **Insured Person** may select 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** or **Insured Person**. **We** and the **Insured** or the **Insured Person** must accept this choice
 - e. In all other circumstances **We** will be free to select 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 cooperate with **Us** at all times
3. **Our** Rights and the **Insured Person’s** Obligations
 - a. **We** will have direct access to the **Appointed Representative** who will, at **Our** request, provide **Us** with any information or opinion on the **Insured Person’s** claim
 - b. The **Insured** and the **Insured Person** must co-operate fully with **Us** and the **Appointed Representative** and must keep **Us** up to date on request 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 make a payment into court.
 - e. If the **Insured Person** does not accept the recommendation of the **Appointed Representative** to accept a reasonable offer of 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.
4. Discontinuance of a claim if the **Insured Person**
 - a. Settles a claim or withdraw 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 will end immediately and **We** will be entitled to recover from the **Insured Person** and **Costs and Expenses** **We** have incurred.
5. Recoveries

The **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must reimburse **Us** with any **Costs and Expenses** recovered.
6. 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 the **Insured Person** and **Us**. If there is disagreement over 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 will 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.

7. The Most **We** will pay

The most **We** will pay for each **Insured Person** in respect of all claims arising from a single incident is £50,000

C. Personal Liability

We will indemnify the **Insured Person** for sums which the **Insured Person** becomes 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 occurring during an **Insured Journey**.

All costs and expenses incurred with **Our** written consent in respect of claims against the **Insured Person** shall be payable in addition but **Our** total liability will not exceed the Limit of Liability shown in The **Schedule**.

Specific Exclusions to Section 3C

We will not pay for:

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 the Insured and which arises out of their contract of employment by the Insured or liability arising in connection with any business occupation or profession.
2. Any 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.
3. Any liability arising out of the ownership possession or use by any Insured Person of any land or buildings.
4. Any liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft (including drones) hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person
5. Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such an agreement
6. Liability which is the result of any wilful malicious or unlawful act
7. Liability which is the result of any claim resulting from the transmission of any communicable disease or virus
8. Fines punitive or exemplary damages imposed by a court of law
9. Anything mentioned in the General Exclusions

Specific Conditions to Section 3C

1. The **Insured Person** shall
 - a. Give immediate notice to **Us** of any occurrence for which there may be liability under this policy
 - b. Shall provide such particulars and information that **We** may require to **Us** and shall forward to **Us** immediately upon receipt all letters, writs, summons and process
 - c. Shall advise **Us** in writing immediately that the **Insured Person** has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
2. Neither the **Insured** nor the **Insured Person** must admit liability or pay, offer to pay or negotiate any claim without **Our** 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 **Our** sole discretion pay to the **Insured Person** a sum equal to the limit of indemnity stated in **The Schedule** in respect of any occurrence or any lesser sum 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 before such payment
5. **Our** liability for Personal Liability for all damages payable by the **Insured Person** to any claimant(s) in respect of anyone occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of liability shown in **The Schedule**.
6. In the event of a claim or a series of claims resulting in the liability of the **Insured Person** to pay a sum in excess of the Limit of Indemnity 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 claim or claims.
7. The Excess shown in **The Schedule**

D. Personal Property

If the **Insured Person** sustains loss of or damage to their **Personal Belongings** during an **Insured Journey**, **We** will indemnify the **Insured Person** in respect of the loss or damage up to the sum insured shown in **The Schedule** subject to:

1. Maximum single article limit specified in **The Schedule**.
2. Maximum valuables limit show in **The Schedule**.

Extensions:

1. Delayed Baggage

If the **Insured Person** is temporarily deprived of their **Personal Belongings** by 4 hours or more on their outward journey.

We will pay the **Insured Person** for replacement toiletries, clothing and other necessary items reasonably required as a result of the delayed **Personal Belongings** up to the amount shown in **The Schedule**, subject to a maximum of £1,000 any one claim.

2. Business Samples

If the **Insured Person** sustains loss of damage to or destruction of Business Samples under their care custody or control during an **Insured Journey** **We** will indemnify the **Insured Person** in respect of such loss damage or destruction up to £1,000

3. Loss of Keys

If the **Insured Person** loses their keys to their main permanent residence, their place of work or their vehicle during an **Insured Journey** **We** will indemnify the **Insured Person** for the cost of replacing relevant locks up to a maximum of £500. **We** will not arrange for the work to be carried out, nor will **We** pay for any consequential damage caused in the process of replacing the locks. The **Insured Person** must supply the original invoice to support the claim.

4. 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 the **Insured** in respect of such loss up to the amount shown in **The Schedule**.

Specific Exclusions to Section 3D

We will not pay for:

1. Loss, damage or theft of **Personal Belongings**, **Business Samples** or **Business Equipment** from unattended vehicles unless the property is kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a parcel shelf or tonneau cover. There must be evidence that the vehicle has been broken into.
2. Loss or damage as a result of

- a. wear and tear, atmospheric or climatic conditions, or gradual deterioration
- b. mechanical or electrical failure or breakdown
3. Any damage caused by cleaning, repairing, restoring or alteration
4. Where the loss has not been reported to the authorities within 48 hours and a written report obtained. (In the case of an airline the **Insured Person** will need to obtain a property irregularity report).
5. Loss or damage caused by delay, confiscation or detention by or on the order of a government or public authority
6. Loss of **Money**
7. Loss of or damage to mechanically propelled vehicles or their parts or accessories (whether permanently fixed or not)
8. Loss of or damage to property
 - a. whilst in the custody of an airline
 - b. sent as freight or under a bill of lading
9. Loss of **Business Equipment** which is insured under any other policy
10. The **Excess** shown in **The Schedule**
11. Anything mentioned in the General Exclusions

Specific Conditions to Section 3D:

1. The **Insured Person** shall take all reasonable steps in avoiding any loss or damage to their **Personal Belongings**
2.
 - a. **We** shall be entitled at **Our** discretion to repair or replace any article lost (whether wholly or in part) or to reimburse the **Insured** or the **Insured Person** up to the sum insured shown in **The Schedule**
 - b. In the event of total loss of any one insured article pair or set **We** will not pay more than the single article limit shown in **The Schedule**
 - c. Loss or destruction of an insured item (except **Business Equipment**) will be dealt with on a full replacement up to the limit shown in **The Schedule** for any unspecified item. There will be no deduction for wear and tear or depreciation.
 - d. Loss of or damage to **Business Equipment** will be dealt with on the basis of the value of the item at
3. Where the sum insured for Section D Personal Property shown in **The Schedule** is greater than £ 3,000 and any unspecified item exceeds £3,000 in value the **Insured** or the **Insured Person** will bear the first 25% of any amount in **Excess** of £3,000 up to the value of the item or the sum insured if less
4. In the event of a claim for a pair or set of items **We** shall be liable only for the value of that part of the pair or set which is lost, stolen or damaged
5. Any amount payable for delayed **Personal Belongings** will be deducted from the final payment should the **Personal Belongings** be permanently lost, destroyed or stolen
6. The **Insured Person** must retain any damaged articles for **Our** inspection. **We** shall be able to take up and retain any damaged articles and to deal with as salvage.

E. Money

If the **Insured Person** suffers loss or theft of **Money**

1. whilst on an **Insured Journey**
 2. during the 120 hours immediately prior to departure on an **Insured Journey** or the 120 hours immediately after return to home or place of business from an **Insured Journey** if obtained for the purpose of undertaking the **Insured Journey**
- We** will indemnify the **Insured** or the **Insured Person** in respect of such loss up to the sum insured shown in **The Schedule**

Extensions:

1. Financial Card Misuse

If during an **Insured Journey** the **Insured** or the **Insured Person** suffers financial loss as a result of fraudulent misuse of a credit charge or debit card as a direct result of loss or theft **We** will pay up to the limit shown in **The Schedule** provided the **Insured** or the **Insured Person** has fully complied with all the terms and conditions under which the card has been issued

2. Emergency replacement of passport, visa, travel documentation or driving licence.

If the **Insured Person** sustains loss theft or damage during the **Insured Journey** resulting in any travel documents driving licence visa and/or passport required for the **Insured Journey** becoming void **We** will indemnify the **Insured Person** up to the sum insured shown in **The Schedule** in respect of any fees charged including those charged by the appropriate consular visa and/or passport office and for reasonable and necessary additional transport and accommodation expenses incurred in obtaining official or temporary travel documents necessary to continue the **Insured Journey**

3. Theft of Travel Documents

If an **Insured Person** suffers theft of travel documents visa and/or passport required for an **Insured Journey** within seven **Days** prior to the scheduled departure date **We** will indemnify the **Insured Person** up to the sum insured shown in **The Schedule** for the cost of replacement documents and reasonable and necessary additional travel expenses incurred by the **Insured Person** in travelling to the nearest issuing office from which a replacement can be obtained

Specific Condition to Section 3E

1. In the event of a claim for loss of cash the **Insured Person** must provide evidence of the initial cash withdrawal

Specific Exclusions to Section 3E

We will not pay for:

1. Any loss or theft unless reported to the local police or appropriate authorities within 24 hours of discovery of the loss and a written report is obtained. In the case of an airline the **Insured Person** will need to obtain a Property Irregularity
2. Any delay confiscation errors or omissions in receipts or payment or depreciation in value
3. Any loss or theft of a credit card or debit 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 single loss of coins bank or currency notes in **Excess** of the cash limit shown in **The Schedule**
5. 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 parcel shelf or tonneau cover. There must be evidence that the vehicle has been broken into.
6. The **Excess** detailed in **The Schedule**
7. Anything in the General Exclusions

F. Cancellation, Curtailment, Rearrangement and Replacement and Change of Itinerary Expenses

1. Cancellation

If the **Insured Person** is forced to cancel an **Insured Journey** as a direct and necessary result of any cause outside of the **Insured Person's** control, **We** will indemnify the **Insured** on behalf of the **Insured Person** for all non-returnable deposits, charges for advance payments or other charges paid or due to be paid by the **Insured Person** for travel and accommodation which will not be used for the **Insured Journey** up to the sum insured shown in **The Schedule**. If the **Insured** is forced to cancel an **Insured Journey** as a direct

and necessary result of any cause outside of the **Insured's** control, We will indemnify the **Insured** for all non-returnable deposits, charges for advance payments or other charges paid or due to be paid by the **Insured** for transport and accommodation which will not be used for the **Insured Journey** up to the sum insured shown in **The Schedule**.

2. **Curtailment**

If the **Insured Person** is forced to cut short an **Insured Journey** after departure and return to the **United Kingdom** or normal **Country of Residence** (if different) as a direct and necessary result of any cause outside the control of the **Insured Person** or the **Insured**, **We** will indemnify the **Insured** or the **Insured Person** up to the sum insured shown in **The Schedule** for:

- a. Loss of non-returnable deposits charges for advance payments for travel and accommodation or other charges which have not or will not be used
- b. The reasonable and necessary additional costs of travel and accommodation incurred to return the **Insured Person** to the **United Kingdom** or normal **Country of Residence** (if different)

3. **Replacement and Rearrangement**

After an **Insured Person** has Curtailed an **Insured Journey** as a direct and necessary result of any cause out the control of the **Insured** or the **Insured Person**, **We** will indemnify the **Insured** or the **Insured Person** up to the sum insured shown in **The Schedule** for the reasonable and necessary additional essential costs of travel and accommodation incurred as a direct result of:

- a. Sending a replacement employee to assume the duties of the original **Insured Person**
- b. Re-arrangement of the **Insured Person's** original **Insured Journey** to resume his or duties within six months of the date of return following Curtailment.

4. **Change of Itinerary**

If following departure from the **United Kingdom** or normal **Country of Residence** (if different) the **Insured** or the **Insured Person** is forced to alter pre-booked travel arrangements in connection with an **Insured Journey** as a direct and necessary result of any cause outside the **Insured** or the **Insured Person's** control, **We** will reimburse the **Insured** or the **Insured Person** up to the sum insured shown in **The Schedule** for the reasonable and necessary additional costs of travel and accommodation incurred to enable the **Insured Person** to continue that **Insured Journey**

Specific Exclusions to Section 3F

We will not pay for any claim:

1. Resulting from:
 - a. a medical condition which the **Insured Person** is aware of and in respect of which the **Insured Person** is travelling or planning to travel against the advice of a **Registered Qualified Medical Practitioner**
 - b. The **Insured Person** having been advised that they have a terminal condition.
 - c. the specific purpose of the **Insured Journey** being for the **Insured Person** to receive medical advice or treatment
2. Caused by the **Insured Person's** disinclination to travel, or if on an **Insured Journey**, deciding not to continue.
3. Due to the **Insured** or the **Insured Person's** financial circumstances
4. Where the **Insured Person** has resigned or been given notice of redundancy or if the **Insured Person's** contract of employment is terminated within 30 Days of the departure date of a pre-booked **Insured Journey** or once an **Insured Journey** has started
5. Caused by the default financial failure omission or neglect of any transport or accommodation provider or their agent(s)

6. Resulting from withdrawal from service of any means of transport, either temporarily or permanently, on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services any port authority or a similar body in any country except where on the day the **Insured Person** is due to depart according to their travel itinerary from the **United Kingdom** or normal **Country of Residence** (if different) such **Insured Person** is prevented from taking the **Insured Journey** due to
 - a. Airspace being closed for more than 24 hours from the date and time of their scheduled departure as shown on their travel ticket or 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 travel ticket or itinerary

All claims must be supported by documentary evidence from the **Insured Person** showing that they have been unable to obtain a refund from the travel or accommodation provider

7. Caused by strike, labour dispute mechanical breakdown or failure of means of transport (other than disruption to road or rail services caused by snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the **Insured Journey** was booked.
8. If an **Insured Person** fails to check in according to the itinerary provided unless the failure was due to strike or industrial action
9. If the **Insured** or the **Insured Person** fail to obtain produce or maintain immigration work residence or similar visas permits or documents for the country to which they are travelling
10. Caused by the **Insured Person** violating any laws or regulations in any country they are travelling through or to.
11. Below the **Excess** shown in **The Schedule**
12. 12. Caused by anything in the General Exclusions

Specific Limitations to Section 3F

1. **We** will not pay more than the **Aggregate Limit** shown in **The Schedule**
2. Rearrangement, Replacement and **Curtailement** expenses will be to a standard up to but not exceeding the standard of the original **Insured Journey**

G. Travel Delay

We will pay the **Insured** or the **Insured Person** the amount shown in **The Schedule** for

1. Travel Delay

If the outward or return departure of an aircraft, train or sea vessel in which the **Insured Person** is booked to travel is delayed due to adverse weather conditions, strike or industrial action, mechanical breakdown or technical fault of the aircraft, train or sea vessel
2. Up to the Cancellation sum insured (less the **Excess**) if the **Insured Person** abandons the trip having been delayed for the first 24 hours;
3. Seat Bumping If the **Insured Person** has to travel on a later departure caused by the transport provider overbooking which results in the **Insured Person** being delayed by at least four hours from the departure time shown on the itinerary

Specific Exclusions to Section G

We will not pay for:

1. Strike or industrial action which existed or of which advance notice had been given before the date which the **Insured Journey** was booked
2. The failure of the **Insured Person** to check-in not later than the time indicated by the carriers
3. The failure of the **Insured** or the **Insured Person** to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for the delay

4. Withdrawal from service of any means of transport, either temporarily or permanently, on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or a similar body in any country except where on the day the **Insured Person** is due to depart according to their travel itinerary from the **United Kingdom** or normal **Country of Residence** (if different) such **Insured Person** is prevented from taking their **Insured Journey** 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 or itinerary
5. Abandonment of a trip once an **Insured Person** has departed from the **United Kingdom**

Specific Conditions to Section G

1. 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.
2. 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

H. Missed Departure

We will indemnify the **Insured** or the **Insured Person** up to the amount shown in **The Schedule** for reasonable additional accommodation and transport expenses necessarily incurred to enable the **Insured** or the **Insured Person** to reach the final destination caused by the **Insured Person's** late arrival at any departure point shown on the travel itinerary to start the **Insured Journey** caused by

1. The public transport the **Insured** or the **Insured Person** is using being delayed
2. The car the **Insured** or the **Insured Person** are travelling in being involved in an **Accident**
3. The car the **Insured** or the **Insured Person** is travelling in breaking down

Specific Exclusions to Section 3H:

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 shown on the travel tickets
2. Unless a police report or the motor insurers 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.

I. Hijack or Kidnap

In the event that the conveyance in which the **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** on behalf of the **Insured Person** up to the amount shown in **The Schedule** The maximum amount **We** will pay is £25,000 in total for any one **Event** for one or more **Insured Person's**.

J. Political Unrest and Natural Catastrophe Evacuation Expenses

The **Insured Person** will be covered up to the limit shown in **The Schedule** for **Evacuation Expenses** incurred as a result of the need to evacuate the **Insured Person** from their destination whilst on an **Insured Journey** as a result of **Political Unrest** or **Natural Catastrophe**

Specific Exclusions to Section 3J

1. The **Insured Person** breaching the laws of the host country

K. Kidnap for Ransom Consultants Expenses

The **Insured Person** will be covered up to the sum insured shown in **The Schedule** in respect of **Extortion & Ransom Monies, Consultants Costs**

Specific Exclusions to Section 3K

We will not pay for:

1. Any claim arising from an **Insured Journey** to from or through the following countries: Mexico, Iraq, Philippines, Nigeria, Colombia, Pakistan Venezuela, Yemen, Afghanistan, Libya, Syria or Somalia or **Kidnap** which occurs in any other region or country to which the **Insured Person** has travelled where the Foreign, Commonwealth & Development Office has advised against "all travel" prior to the start of the **Insured Journey**.
2. Any fraudulent or dishonest act of the **Insured Person**
3. Any claim for an **Insured Person** who is the subject of **Kidnap** within the **United Kingdom** or their **Country of Residence** (if different)
4. If the **Insured** or the **Insured Person** has previously had **Kidnap** insurance declined or cancelled
5. **Kidnap** of an **Insured Person** while on an **Insured Journey** in excess of 60 **Days** duration unless referred to and agreed by **Us** in writing prior to departure
6. Any sums that the **Insured** or the **Insured Person** become legally liable to pay as a result of any legal action for damages including legal costs incurred by the **Insured** 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**
7. Any expenses incurred without the prior consent of **Us** or **Our Security Services Provider**

Specific Conditions to Section 3K

1. The **Insured** or the **Insured Person** must take all reasonable precautions not to disclose the existence of this insurance
2. The **Insured** or the **Insured Person** must inform **Our Security Services Provider** immediately in the event of any circumstances that could give rise to a claim under this Section. Their telephone number is +44 (0) 330 660 0793
3. The **Insured** or the **Insured Person** must provide **Our Security Services Provider** 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 Services Provider**

4. General Exclusions

We will not be liable under the policy for any loss relating to the following:

1. **Terrorism:** It is agreed that, regardless of any contributory cause (s) this insurance does not cover any claim(s) in any way caused or contributed to by any act of **Terrorism** involving the use or release or the threat thereof any nuclear weapon or device or chemical or biological agent
2. **Nuclear reaction, radiation and contamination;** This policy does not cover claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination
3. **War:** Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this insurance does not cover claims in any way caused or contributed to by **War**, whether **War** be declared or not, hostilities or any act of **War** or civil **War** when the **Insured Person** is taking an active part therein or in the **Insured Person's Country of Residence**
4. Suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of mental Health
5. The **Insured Person** taking part in armed forces service or operations
6. The **Insured Person** undertaking any work that is different from what has been declared to and accepted by the Insurer.
7. Any work undertaken on or in transit by sea or air to or from offshore installations
8. The **Insured Person** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of an **Insured Person's** faculties and/or judgement resulting in a claim.

We do not expect an **Insured Person** to avoid drinking alcohol on an **Insured Journey** but **We** will not cover any claims

arising because an **Insured Person** has drunk so much alcohol that their judgement is seriously affected and they need to make a claim as a result.

9. Repetitive strain injury or related syndromes or any gradually operating cause
10. Illegal acts of the **Insured Person**
11. Any claim in excess of the **Aggregate Limit's** or Event limits detailed on **The Schedule**
12. Any **Illness** or disease, bacterial or viral infection directly or indirectly arising from a **Bodily Injury**
13. The **Insured Person** taking part in any form of air sports or air travel other than as a fare paying passenger
If an **Insured Person** chooses to travel to a specific area to which the Foreign, Commonwealth & Development Office (FCDO) has advised against all or all but essential travel. FCDO telephone +44 (0)20 2008 5000 Website: www.gov.uk/fcdo
14. Any epidemic or pandemic.
15. Cyber. Subject to the terms, conditions, limitations, and exclusions of this policy, **We** will not pay any benefits for **Bodily Injury** or **Illness** due to:
 - i) The use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - ii) Any computer virus;
 - iii) Any computer related hoax relating to i) and/or ii) above.

5. General Conditions

1. As soon as is practically possible after the occurrence of a **Bodily Injury** which may be subject to compensation under this policy, the **Insured Person** must;
 - a. Give notice to the **Us** and supply, without cost to **Us**, such certificates and evidence which thereafter may be reasonably required
 - b. Place themselves under the care of a **Registered Qualified Medical Practitioner**
2. **We** may cancel the group policy for a valid reason at any time subject to 30 **days'** notice by recorded delivery letter to the **Insured's** last known address. Valid reasons shall include (but not be limited to):
 - a) non-payment of premium;
 - b) a change in risk, where cover can no longer be provided;
 - c) non-cooperation or failure by the **Insured** to supply information/documentation;
 - d) threatening or abusive behaviour by the **Insured** or their representatives.
3. The **Insured** has the statutory right to cancel the policy within 14 **Days** from the day of purchase, renewal date of the **Policy** or the day on which they received the policy documentation, whichever is the later. The **Insured** will be entitled to a full refund of the **Premium** paid provided there has been no claim or incident likely to give rise to a claim.
4. If a claim made by the **Insured** or the **Insured Person** or anyone acting on the **Insured** or the **Insured Person's** 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) not be liable to pay the claim,
 - (2) recover from the **Insured** or the **Insured Person** any sums paid by **us** to the **Insured** or the **Insured Person** in respect of the claim,
 - (3) by notice to the **Insured** or the **Insured Person** 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:

- a) **We** shall not be liable to the **Insured** or an **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

If this insurance contract provides cover for any person who is not party to the contract ("a covered person") and a fraudulent claim is made under the contract by or on behalf of a covered person, **we** may exercise the rights set out in clause (1) above as if there were an individual insurance contract between us and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

5. The receipt of final payment by the **Insured** or **Insured Person** or his/her personal representatives shall discharge **Us** of **Our** liability under this policy.
6. **We** the insurer and the **Insured** do not intend any term of this contract to be enforceable pursuant to the Contract (Rights Of Third Parties) Act 1999.
7. This policy will be governed by the law of England and Wales whose courts alone will have jurisdiction on the dispute hereunder
8. This policy document and **The Schedule** and any endorsement attached thereto will be read as one document

9. **We** are required to notify the **Insured** or the **Insured Person** that other taxes or costs may exist which are not imposed or charged by **Us**
10. **We** reserve the right to make changes, add policy terms and/or change the **Premium(s)** for legal, regulator or taxation Purposes
11. **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
12. If at the time of making a claim there is any other insurance covering the same risk, **We** are entitled to contact that insurer for a contribution.
13. Duty of fair presentation
If the **Insured** breaches its duty of fair presentation of risk and, but for the breach,
 - i. **We** would not have entered into the policy; or
 - ii. would have done so only on different terms,

We will have remedies against the **Insured** as follows:

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

Insurer Information

The policy is underwritten by Millstream Underwriting Ltd
Registered Office: 52-56 Leadenhall Street, London, EC3A 2EB on behalf of:

Arch Insurance Company UK Limited
Registered address; 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN
Registered in England and Wales – number 4977362.

Arch Insurance Company UK Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Millstream Underwriting Limited (FCA Firm reference number 308584) is authorised and regulated by the Financial Conduct Authority
Registrations can be checked by visiting www.fsa.gov.uk/register or by contacting them on 0300 500 8082