



# **Personal Accident, Sickness & Travel**

Policy Document



## **Counce O'Hara & Co Ltd**

Counce O'Hara & Company Limited was established in 1995 and now ranks as one of the top 100 Independent Brokers in the United Kingdom.

From their offices in Manchester they deliver innovative lateral solutions to clients' insurance programs.

Counce O'Hara has been arranging insurance cover for freelance contractors since they came into existence. They understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

Few Insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover.

We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

For more information please access Counce O'Hara's website [www.caunceohara.co.uk](http://www.caunceohara.co.uk) or email [schemes@caunceohara.co.uk](mailto:schemes@caunceohara.co.uk)



## **Royal & Sun Alliance Insurance plc**

Royal & Sun Alliance has over 300 years heritage, being established as The Sun in 1710.

Royal & Sun Alliance is one of the worlds leading multi-national quoted insurance groups. They have the capability to write business in over 130 countries, with major operations in UK, Scandinavia, Canada, Ireland, Asia, the Middle East and Latin America.

Within the UK, Royal & Sun Alliance is the largest commercial lines insurer and includes covering the insurance and risk management needs of a significant number of the FTSE 100 companies.

They have full multi-distribution capability, writing business through both brokers and corporate partners

Royal & Sun Alliance's solid credit rating demonstrates their strength:

Standard & Poors	A (positive) 16/10/2010
A.M. Best	A (stable) 26/2/2009
Moody's	A2 (stable) 02/12/2008





**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS CAUNCE O'HARA & COMPANY LTD NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY**

**THE FACTS WHICH YOU HAVE PROVIDED TO THE INSURER HAVE BEEN TAKEN INTO ACCOUNT IN THE ASSESSMENT AND ACCEPTANCE OF THIS INSURANCE ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT CAUNCE O'HARA & COMPANY LTD NEEDS TO BE CONTACTED IMMEDIATELY**

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the Terms and Conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section. Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally as part of the initial notification you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss, damage or injury
- Details of the loss, damage or injury together with the claim value if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may however request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs

- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim or to undertake further investigations.

### Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

Counce O'Hara & Company Ltd  
City Wharf  
New Bailey Street  
Manchester  
M3 5ER

and

Tel 0161 833 2100

Email [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)

## Assistance Services supporting this Policy

This RSA policy is supported by specialists in the provision of Medical and Security Assistance Services

FirstAssist and Drum Cussac are third party service providers approved by RSA

The advice and assistance provided by both

- FirstAssist Services Limited and
- Drum Cussac

can be accessed as follows

Telephone +44 (0) 20 8763 3155

E-mail [international.ops@firstassist.co.uk](mailto:international.ops@firstassist.co.uk)

The services can be accessed 24 hours a day  
365 days a year

For your protection telephone calls may be recorded or monitored

## Travel And Medical Assistance From FirstAssist

FirstAssist employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller

We have customised the services FirstAssist provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help FirstAssist's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation

### FirstAssist Pre Travel Advice

Even before the Insured Journey commences FirstAssist can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

### FirstAssist Emergency Medical Assistance

In an emergency an Insured or Insured Person can obtain immediate assistance by telephoning FirstAssist The 24/7 operations centre has

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency

### FirstAssist Travellers Helpline

As well as medical assistance the FirstAssist Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - FirstAssist will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section)
- emergency message relay to family
- referral to Embassy or Consulate where legal consultation is needed

#### **FirstAssist Identity Theft Helpline**

Over the phone preventative advice, to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating

#### **FirstAssist Essential Information Storage**

To enable an Insured Person to securely store important text based information from documents such as passports, driving licence travel and debit / credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling

To subscribe to this service please go to [www.myessentialinfo.co.uk](http://www.myessentialinfo.co.uk)

#### **FirstAssist Bereavement Advice and Counselling following an Insured Person's death**

Practical information and advice on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind

and explain the roles and duties of the Coroner

#### **FirstAssist State Benefit Advice following an insured Disablement claim**

Information and advice on the financial implications of long term absence from work due to injury

Information on entitlement to State Benefits

#### **FirstAssist Counselling following an insured Death or Disablement claim**

With the prior written consent of the Company FirstAssist will provide telephone or face to face counselling sessions as part of the claims service



## Travel and Security Assistance From Drum Cussac

Drum Cussac offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis

Drum Cussac is a specialist risk consultancy with offices on 4 continents They provide advice and solutions that enable our Policyholders to manage and mitigate their business risks

Recognised for their specialist expertise innovative intelligence led approach and track record their services and solutions deliver security improvements to business operations worldwide

### Drum Cussac Travel Security Advice

Even before the Insured Journey commences Drum Cussac can give advice on the following

- Detailed Country and City Specific Travel Reports
- Country Risk Profiles
- Traveller advice by country
- Travel Awareness and High Threat Environment Training are offered on an uninsured basis
- Additional uninsured support from expert consultants on call on a 24/7 basis

During the Insured Journey Drum Cussac provide the following

- Daily security alerts by email text or online
- Daily updates to Country Risk Profiles

- 24/7 hotline to respond to security related emergencies

To access these services please register at [www.drum-cussac.info/new\\_user\\_signup.asp](http://www.drum-cussac.info/new_user_signup.asp) quoting your RSA policy number as your unique identifier The information is designed for Risk Insurance and HR Managers and allows up to 5 registrations Additional registrations can be purchased at preferential rates

### Drum Cussac Emergency Security Assistance

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Security Specialist Expenses Insurance Section

Assistance and support is given to our policyholders through

- In house expert crisis management and response consultants
- In house security analysts
- A network of response teams and security professionals throughout the world
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also access a range of uninsured services from Drum Cussac at exclusive rates including

- Crisis and Incident Response planning workshops and exercises
- Preparation of travellers undertaking travel to high risk areas
- General security related travel advice
- Close protection planning and operational delivery

**To access a wider range of services from FirstAssist or Drum Cussac at exclusive rates for RSA policyholders please contact them quoting your RSA Group Personal Accident and Annual Business Travel Policy Number**

## General Definitions

### Accident

A sudden unexpected unforeseen and identifiable incident

### Accident Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

### Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship

### Annual Salary

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained

### Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

### Baggage

Clothing and personal effects suitcases trunks and other similar containers lap top computers dictaphones calculators personal organisers mobile telephones tools and trade samples accompanying the Insured Person on the Insured Journey or acquired by the Insured Person during the Insured Journey

### Britain

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

### Business

The Business description as detailed in the Schedule

### Child

Any person who is

- A unmarried and dependent and
- B under 18 years of age or under 23 years of age if in full-time education

### Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary)

### Detention

Unlawful prevention of an Insured Person from returning to Britain or country of residence

### Director (including Partners and Members)

- A A serving director (other than a non-executive director) of the Insured
  - i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom
  - ii) who sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom

- B** a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- C** any person who has signed the partnership deed of the Insured

#### **Endorsement**

An amendment to the Policy Terms Definitions Exceptions or Conditions including any Memoranda

#### **Employee**

Any person under a contract of service or apprenticeship with the Insured excluding any Director

#### **Evacuation**

The necessary emergency evacuation of an Insured Person from a country or area within a country in which they are travelling other than their normal country of residence as recommended by

- A** the British Government via the Foreign and Commonwealth Office or
- B** any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling or
- C** the Company's security assistance provider Drum Cussac

#### **Evacuation Expenses**

The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured or the Insured Person in evacuating the Insured Person to their normal country of residence or the nearest place of safety

#### **External Journey**

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the Insured's country of residence

The duration of an External Journey shall not exceed 31 days unless otherwise agreed in writing with the Company

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

#### **Hijack/Hijacked**

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

#### **Holiday Travel**

"Any journey undertaken by the Insured Person which commences during the Period of Insurance other than on the Business of the Insured necessitating an overnight stay

Insurance operates from the departure of the Insured Person from the Insured Person's residence until arrival back at such residence at the end of the journey

### **Hospital**

Any institution which meets fully every one of the following criteria

- A** maintains permanent and full time facilities for the care of overnight resident patients and
- B** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C** continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D** is not other than incidentally an institution which provides full time facilities for
  - i) mentally ill or mentally handicapped persons
  - ii) nursing or convalescing
  - iii) aged persons of 70 years or more
  - iv) drug addicts
  - v) alcoholics

### **Incident**

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

### **Insured**

As detailed in the Schedule

### **Insured Journey**

As detailed in the Schedule

### **Insured Person**

Any person or category of persons as detailed in the Schedule Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 64 years

### **Internal Journey**

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal country of residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

### **Kidnap**

Unlawful seizure of an Insured Person

### **Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- A** 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
- B** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

### **Loss of Limb**

- A** in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B** in the case of an arm 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 permanent and total loss of use of a complete arm or hand

### **Medical Practitioner**

Any legally qualified medical practitioner other than

- A** an Insured Person
- B** a member of the immediate family of an Insured Person
- C** an Employee of the Insured

### **Money and Credit Cards**

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit charge cheque bankers or cash card issued in Britain or country of residence to the Insured or the Insured Person provided that such money and credit cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to the Insured Person at the time of the loss

### **Nuclear Chemical or Biological Cause**

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

### **Proposal**

The Statement of Fact including any renewal declaration and information supplied by or on behalf of the Insured in addition to or in connection or in substitution thereof

### **Spouse**

The spouse of an Insured Person or any other person who is not a Child who the Insured consents to be covered by this Policy

### **Terrorism**

Any act including but not limited to the use of force or violence and/or threat thereof of any person 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 including the intention to influence any government and/or to put the public or any section of the public in fear

### **War**

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## Definition of Operative Times

### 24 hour

At any time

### Occupational Accidents Only excluding Commuting

- A While engaged on the Insured Person's occupation in the Business or
- B as a result of Assault or
- C at any time while travelling on the Business of the Insured

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey excluding Commuting

### Occupational Accidents Only including Commuting

- A While engaged on the Insured Person's occupation in the Business or
- B as a result of Assault or
- C at any time while travelling on the Business of the Insured

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey including Commuting

### External Journey

While the Insured Person is undertaking an External Journey

### Internal Journey

While the Insured Person is undertaking an Internal Journey

### Holiday Travel

While the Insured Person is undertaking Holiday Travel

## General Conditions

### Acquisition Clause

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wageroll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide any additional information and pay any additional premium as may be reasonably required by the Company

### Associated Companies

Where this Policy covers associated companies a list of these companies shall be provided to the Company

### Cancellation of Terrorism or War Risks Cover

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving

7 days notice to the Insured at the Insured's last known registered address The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected

### Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing

the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

### Fraud Concealment or Deliberate Mis-statement

If during the Period of Insurance the Insured Person commits an act of fraud concealment or deliberate mis-statement in relation to any matter affecting this Insurance the Policy will be rendered null and void in so far as it relates to such Insured Person but any fraud concealment or deliberate mis-statement made by or known to the Insured shall render the whole Policy null and void and all claims shall be forfeited

### Policy Cancellation

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known registered address

The Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding



## General Claims Settlement Conditions

### Assignment

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

### Claims Notification

The Company will have no liability under this Policy in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must provide written notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

### Evidence Required

The Insured must produce for the Company at the Insured's own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses. If the Company considers it necessary each Insured Person must also agree to have a medical examination (which the Company will pay for) as often as the Company may require in connection with any claim

### Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with the Company

### Interest

Interest will not be added to any amount paid

### Other Insurances

If at the time of any event giving rise to a claim there is any other insurance policy in force in the Insured's name which also covers the Insured or the Insured Person concerned for the same expense loss damage or liability then the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies. Personal Accident Benefits will be payable in full subject to the Maximum Incident Limit (and inner limits where applicable)

### Other Interests

The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim

The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company. If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

### Reasonable Care

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

### Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## General Policy Exclusions

The Company will not pay any claim under this Policy which is directly or indirectly as a result of or contributed to by

- 1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 2 the Insured Person engaging in flying of any kind other than as a passenger
- 3 War in Britain or the Insured Person's country of residence
- 4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause
- 5 radioactive contamination whether arising directly or indirectly
- 6 the Insured whilst engaged or taking part in military airforce or naval service or operations other than reserve or volunteer training
- 7 the Insured whilst engaged or taking part in mountaineering or rock climbing normally involving ropes or guides
- 8 the Insured whilst riding or driving in any kind of race
- 9 while the Insured Person is in a state of insanity
- 10 any psychiatric mental or nervous disorder of the Insured including anxiety or depression
- 11 physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered and was known to suffer prior to inception of this Insurance
- 12 any medical condition of the Insured Person for which medical advice or treatment has been given by a Medical Practitioner of Hospital during the last twelve months this exclusion shall not apply to any condition for which the Insured Person takes regular continuing medication provided there has been no change in the type frequency or quantity of drugs within the last twelve months however no claims or expenses relating to such condition will be admitted hereunder in the event of the Insured Person's failure to take such drugs in accordance with the medical advice given
- 13 alcohol abuse drugs or solvents other than drugs prescribed by a registered Medical Practitioner but not for the treatment of drug addiction
- 14 Holiday Travel unless this option is selected and shown as covered in the Schedule
- 15 participation in Winter Sports
- 16 the Insured Person engaging in any activities in which greater risk may be incurred than in the Business description disclosed in the Certificate unless first notifying the Company and obtaining their written agreement to the amendment

# Personal Accident Insurance Section

## The Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

## Special Definitions applying to this Section

### Benefits

#### A under Standard Scale

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each
- 3
  - A) Loss of one Limb or Loss of one Eye
  - B) Permanent total loss of speech
  - C) Permanent total loss of hearing
    - i) in both ears
    - ii) in one ear 25% of Benefit 3C)i)
- 4 Permanent Total Disablement from the Insured Person's usual occupation in the Business
- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business
- 6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business

#### B under Continental Scale

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each

The amount payable for Benefit 3 shall be a percentage of the amount for that Benefit shown in the Schedule The following scale states the percentages applicable to the forms of disablement specified For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

- 3
  - A) Loss of one Eye 100%
  - B) Permanent and total loss of speech 100%
  - C) Permanent and total loss of hearing
    - i) in both ears 100%
    - ii) in one ear 25%
  - Loss by permanent physical severance or permanent and total loss of use of
  - D) one Limb 100%
  - E) one big toe 15%
  - F) any other toe 5%
  - G) one thumb 30%
  - H) one forefinger 20%
  - I) any other finger 10%

- Permanent total loss of use of
  - J) shoulder or elbow 25%
  - K) wrist hip knee or ankle 20%
- Removal by surgical operation of
  - L) lower jaw 30%
- 4 Permanent Total Disablement from the Insured Person's usual occupation in the Business
- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business
- 6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business

**Disablement**

Benefits 2 to 6

**Operative Time**

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times

**Maximum Incident Limit**

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration and radius of any one Incident shall be limited to

- A 72 consecutive hours
- B 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

**Special Conditions applying to this Section including**

**Special Extensions**

**Benefits**

- A The Company will not pay in respect of any one Insured Person more than one of Benefits 1 to 4 in connection with the same Accident
- B Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit
- C The Company will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident
  - Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4
- D
  - i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident
  - ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

- E** If Benefit 3 under Continental Scale is claimed in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same Accident the total of the percentages payable shall not exceed 100% of the amount for Benefit 3. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

### **Disappearance**

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the Company.

### **Exposure**

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident.

### **Minors**

If the Insured Person is i) under the age of 16 or ii) aged 16 or 17 and is not one of the Insured's Employees

- A** The amount for Benefit 1 will be limited to £10,000
- B** Benefit 4 shall read Permanent Total Disablement from gainful employment of any and every kind
- C** No amount will be payable under Benefit 5 or 6

### **Non-Employees**

If the Insured Person is not an Employee or Director of the Insured Benefit 4 shall read Permanent Total Disablement from gainful employment of any and every kind.

### **Special Extensions applying to this Section**

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1- 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

### **Accident Medical Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Accident Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £10,000 any one Insured Person.

### **Bereavement Counselling**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from FirstAssist as deemed appropriate by the Company to the Insured Person's spouse or Child up to £250 per week up to a maximum £2,500 any one Insured Person.

### **Catastrophe**

If during an External Journey or Internal Journey an Incident results in payment of Death benefit for five or more Directors or Employees of the Insured who are covered under this Policy the Company will pay to the Insured an additional 25% of the total Sum Insured payable relative to those five Directors and Employees

### **Catastrophe Critical Response Counselling**

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay necessary expenses with the Company's prior written consent for specialist counselling support services from FirstAssist for any Director or Employee of the Insured up to a maximum £2,500

### **Coma Benefit**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £50 per full 24 hours up to a maximum of 52 weeks any one Insured Person while they remain in a continuous unconscious state

### **Commuting Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person sustaining disablement from at least 50% of the Insured Person's usual occupation in the Business the Company will pay necessary expenses for additional commuting costs necessitated to aid the Insured Person's return to work at the Insured's request up to £50 per week up to a maximum £250 any one Insured Person

### **Counselling**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from FirstAssist as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £2,500 any one Insured Person

### **Damage to Clothing and Baggage**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid and the Insured Person's clothing or Baggage is lost damaged or destroyed as a direct or indirect result the Company will pay the cost of replacement as new or repair up to £500 per Insured Person subject to this not being included in any claim under the Baggage Insurance Section or insured under a more specific insurance where a valid claim can be made

### **Dependents Benefit**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay an additional 2% per Child up to a maximum 10% of Benefit 1

### **Disability Assistance**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's 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 suffered up to a maximum of £10,000

### **Funeral Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section

### **Hospitalisation**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 2 years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks any one Insured Person while they are a Hospital in-patient subject to this not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section

### **Paralysis**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis the Company will pay the following benefit

- A total loss of use of all four limbs bladder and rectum an additional 20% of the amount paid under Benefit 2 or 4
- B total loss of use of two legs bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4

In respect of this Extension Benefit 2 or 4 must be paid at 100% of the Benefit shown in the Schedule

### **Relocation Expenses**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £10,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

### **Retraining**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid the Company will pay reasonable expenses incurred in retraining the Insured Person for an alternative occupation with the Insured up to a maximum of £5,000

**Exclusions to this Section**

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

- 1 Sickness or disease (not resulting from bodily injury following an Accident)
- 2 any naturally occurring condition or degenerative process
- 3 any gradually operating cause
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)



## Baggage Insurance Section

### The Cover

If during an Insured Journey an Insured Person's Baggage is lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the cost of repair or replacement

### The Company will pay

the cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from the transport provider

### Special Extensions applying to this Section

#### Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 12 hours the Company will reimburse the Insured on behalf of the Insured Person up to £500 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items. Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss

#### Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home or car keys are lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500 subject to this not being insured under a more specific insurance where a valid claim can be made

### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

### Exclusions to this Section

#### The Company will not pay

- 1 more than £500 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item pair or set
- 2 for loss or damage theft or destruction of
  - a) Money and Credit Cards bonds negotiable instruments securities of any kind
  - b) contact lenses
  - c) sports equipment while in use
- 3 for loss or damage or destruction of caused by
  - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or Public Authority
- 4 for mechanical or electrical breakdown or derangement
- 5 for loss damage theft or destruction of trade samples exceeding £1,000 in total or where insured under a more specific insurance where a valid claim can be made

- 6 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 7 the first £50 if each and every loss for each Insured Person
- 8 the first 20% of any loss in respect of tools
- 9 for loss damage theft or destruction whilst left in an unattended unless in a locked hotel room safe apartment holiday residence or boot of a motor vehicle
- 10 more than £1500 or the Sum Insured as detailed in the Schedule for tools whichever is the lesser in respect of any one item pair or set

**Special Services applying to this Section - please refer to page 6**

**FirstAssist Identity Theft Helpline**

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating

**FirstAssist Essential Information Storage**

To enable an Insured Person to securely store important text based information from documents such as passports driving licence travel debit and credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling

## Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section

### The Cover

If the Insured or the Insured Person is forced to

- A Cancel an Insured Journey
- B Curtail an Insured Journey
- C Replace an Insured Person on an Insured Journey
- D Rearrange to resume an Insured Journey
- E Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will indemnify the Insured for

- A deposits and advance payments (on a proportionate basis in respect of Curtailment)
- B charges for transport
- C charges for accommodation and sustenance
- D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

### The Company will pay

up to the cost of the Insured Journey including those trips on the Insured's Business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any

one Insured Person subject to the Incident Limit as detailed in the Schedule with the exception of the first £50 of each and every loss each Insured Person

### Exclusions to this Section

#### The Company will not pay

in respect of any claim as a result of

- 1 disinclination to travel
- 2 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 3 the Insured's financial circumstances
- 4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 5 regulations made by any Government or public authority
- 6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours
- 9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment
- 10 circumstances more specifically Insured under the Evacuation Insurance Section of this Policy

## Evacuation Insurance Section

### The Cover

If an Insured Person is forced to Evacuate during an External Journey as a direct and necessary result of Evacuation from any cause outside the Insured's or the Insured Person's control the Company will reimburse the Insured on behalf of the Insured Person for all Evacuation Expenses reasonably and necessarily incurred

### The Company will pay

up to but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### Exclusions to this Section

#### The Company will not pay

in respect of any claim as a result of

- 1 the Insured or the Insured Person violating the laws or regulations of the country in which they are travelling
- 2 the Insured Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- 3 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 4 the Insured's financial circumstances
- 5 Evacuation of nationals of the country involved
- 6 disinclination of the Insured Person to continue an Insured Journey

- 7 regulations made by any Government or public authority
- 8 Evacuation undertaken without the prior consent and agreement of the Company's security service provider Drum Cussac
- 9 circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy
- 10 any claim handled by Drum Cussac where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

### Special Extension applying to this Section

#### Trauma Risk Management Counselling

If during the Period of Insurance any Insured Person is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Policy the Company will also pay necessary expenses incurred with the Company's prior written consent for trauma risk management counselling to be delivered by the Company's security services provider Drum Cussac up to £2,500 any one incident

#### Special Claims Settlement Condition applicable to this Section

- 1 The Company's security services provider Drum Cussac must be informed immediately of any incident event or circumstance likely to give rise to a claim

## Hijack Kidnap and Detention Insurance Section

### The Cover

If in the course of an Insured Journey an Insured Person is unlawfully seized the Company will compensate the Insured on behalf of the Insured Person concerned as detailed below

### The Company will pay

in respect of each Insured Person

- A £300 for each day or part thereof
- B the additional cost of travel and accommodation necessarily incurred as a direct result of the unlawful seizure of the Insured Person
- C for expenses necessarily incurred in the engagement of the Company's security services providers Drum Cussac
- D for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the Company

up to a maximum of £50,000 per Insured Person and £250,000 any one Period of Insurance

### Exclusions to this Section

### The Company will not pay

in respect of any claim as a result of

- 1 any fraudulent dishonest or criminal act of the Insured or the Insured Person
- 2 expenses incurred under C above without the prior consent and agreement of the Company's security services provider Drum Cussac

- 3 expenses incurred under D above without the prior consent and agreement of the Company
- 4 expenses incurred under D above which are which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section
- 5 any claim handled by Drum Cussac where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

## Medical Repatriation and Emergency Travel Expenses Insurance Section

### The Cover

If during an Insured Journey an Insured Person falls ill or sustains bodily injury following an Accident or dies the Company will indemnify the Insured in respect of Medical Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result

### The Company will pay

up to the appropriate Sum Insured shown in the Schedule for all Medical Repatriation and Emergency Travel Expenses incurred in respect of any one Insured Person

### Special Definitions applying to this Section

#### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

- A incurred on an External Journey and within two years of the date that the need for treatment first arises
- B incurred within the Insured Person's normal country of residence on return from an External Journey for an amount not exceeding £20,000 per Insured Person and incurred within three months of the Insured Person's return to their normal country of residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

### Emergency Travel Expenses

The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel accommodation rescue and Repatriation incurred upon the recommendation of FirstAssist in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who has necessarily to travel to or remain with or escort the Insured Person

### Repatriation

The necessary cost of transporting the body or ashes and the Insured Person's Baggage to their normal country of residence

### Special Extensions applying to this Section

#### Funeral Expenses

If during the course of an External Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent of funeral expenses

#### Hospitalisation Benefit

If during the course of an External Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient

### **Exclusions to this Section**

#### **The Company will not pay**

- 1 for any Medical Repatriation and Emergency Travel Expenses incurred in Britain or the country where the Insured Person is normally resident other than as provided under Special Definition Medical Expenses B above
- 2 for routine Medical Expenses resulting from pregnancy or childbirth
- 3 for any Medical Expenses resulting from pregnancy or childbirth incurred within 8 weeks of the expected date of childbirth
- 4 if the Insured Person has taken a drug unless it was taken on proper medical advice or instruction and not for treatment of drug addiction
- 5 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment
- 6 any claim handled by FirstAssist where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 7 the first £50 of each and every loss for each Insured Person

## Money and Credit Cards Insurance Section

### The Cover

The Company will reimburse the Insured on behalf of the Insured Person concerned if during

- A an Insured Journey or the 72 hours immediately preceding its commencement or 48 hours subsequent to its completion an Insured Person loses Money
- B an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

### The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

### Special Conditions applying to this Section

#### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

### Exclusions to this Section

#### The Company will not pay

- I for loss from any vehicle unless at the time of the loss the Money or Credit Cards were in a locked glove box or a locked boot which is self-contained and separate from the passenger compartment

- 2 for losses exceeding £500 in respect of coin bank and currency notes
- 3 for losses of coin bank and currency notes in the Insured's country of residence in the 48 hours immediately subsequent to an Insured Journey
- 4 for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities
- 5 the first £50 of each and every loss for each Insured Person
- 6 any claims arising from confiscation or detention by customs or any other authority
- 7 for loss whilst left unattended unless in a locked hotel room safe apartment or holiday residence

### Claims Settlement Condition

The Insured and each Insured Person will take all reasonable care to prevent loss and in the event of a loss all losses will be reported to the police or similar authority within 24 hours of discovery of the loss

### Special Services applying to this Section - please refer to page 5

#### FirstAssist Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating

#### FirstAssist Essential Information Storage

To enable an Insured Person to securely store important text based information from documents such as passports driving licence travel debit and credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling



## Personal Liability Insurance Section

### The Cover

The Company will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

- A Injury to any person
  - or
  - B loss of or damage to material property
- happening during an Insured Journey

### The Company will pay

- A up to £2,000,000 for damages in respect of any one Event and
- B claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and
- C all other costs and expenses incurred with the written consent of the Company

### Special Definitions applying to this Section

#### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

#### Injury

Bodily injury mental injury death disease or Sickness

#### Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

### Claims Settlement Conditions applying to this Section

#### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

#### Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £2,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

#### Notification

The Company will have no liability under this Policy in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

### **Rights of Recovery**

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

### **Exclusions to this Section**

#### **The indemnity will not apply to legal liability**

- I arising out of
  - a) the Insured Person's profession trade or business
  - b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
  - c) War
- 2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

## Personal Security Specialist Expenses Insurance Section

### The Cover

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Company will reimburse the Insured in respect of the costs necessarily incurred to employ the services of the Company's security services provider Drum Cussac in extricating the Insured Person from such Life-threatening Situation

### The Company will pay

up to the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### Special Definitions applying to this Section

#### Life-threatening Situation

Any situation or event occurring on an Insured Journey where the Company's security services providers Drum Cussac agree that the Insured Person's life is potentially in danger

### Special Conditions applying to this Section

- A Drum Cussac must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim
- B The Insured and Insured Person must provide Drum Cussac with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement or agreement of Drum Cussac

- C Any extrication must be organised by Drum Cussac who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

### Exclusions to this Section

#### The Company will not pay

in respect of any claim as a result of

- 1 the Life-threatening Situation being directly due to circumstances within the control of the Insured or the Insured Person
- 2 any fraudulent dishonest or criminal act of the Insured or the Insured Person
- 3 circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation Insurance Section of this Policy
- 4 a claim handled by Drum Cussac where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

## Travel Delay Insurance Section

### The Cover

A If the departure (both original and subsequent) of the means of transport on which the Insured Person is booked to travel on an Insured Journey is delayed because of strike industrial action adverse weather or mechanical breakdown

or

B If the Insured Person is compelled to travel on a later departure due to over-booking by the transport provider concerned

the Company will compensate the Insured on behalf of the Insured Person concerned for the inconvenience caused subject to the Incident Limit as detailed in the Schedule

### The Company will pay

£50 after 4 hours and a further £50 for each additional consecutive 4 hours up to a maximum of £500 in respect of any one Insured Person

### Exclusions to this Section

#### The Company will not pay if

- 1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 3 the Insured or the Insured Person decides to cancel the Insured Journey and a claim is paid under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy
- 4 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats (seat bumping)

## Travel Document Insurance Section

### **The Cover**

If during an Insured Journey the Insured Person loses or damages their passport visa travel tickets or other essential travel documents the Company will reimburse the Insured for the necessary additional cost of travel and accommodation incurred to enable the Insured Person to obtain replacements

### **The Company will pay**

up to £2,000 any one Insured Person

### **Exclusions to this Section**

#### **The Company will not pay**

if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery

### **Special Services applying to this Section - please refer to page 6**

#### **FirstAssist Identity Theft Helpline**

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating

#### **FirstAssist Essential Information Storage**

To enable an Insured Person to securely store important text based information from documents such as passports driving licence travel debit and credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling

## Sickness Benefit Extension

The Company will pay to the Insured the amount shown in the Schedule if during the Period of Insurance the Insured Person contracts sickness and the sickness results in Disability

### Special Definition applying to this Extension

#### Disability

Temporary Total Disablement from usual occupation

#### Exceptions to this Extension

The Company will not pay any amount for Sickness

- 1 contracted
  - A) within 28 days of the commencement of this Extension unless this Extension immediately supersedes similar annual insurance (whether provided by the Company or not) in the name of the Insured covering the Insured Person
  - B) after the expiry of the Period of Insurance in which the Insured Person attains the age of 65
- 2 arising from or contributed to by
  - A) the Insured Person committing or attempting to commit suicide
  - B) the Insured Person having taken a drug unless it is taken on proper medical advice or instruction and is not for the treatment of drug addiction
  - C) Pregnancy childbirth miscarriage or abortion
  - D) War
- 3 whilst any amount is payable under the Personal Accident Insurance provided by this Policy in respect of the same Insured Person
  - E) Terrorism occasioned by any Nuclear Chemical or biological Cause

## Fair Processing Notice

### **How we use your Information**

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

#### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically we may collect your electronic information identifier eg Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime

We do not disclose your information to anyone outside the Group except:

- Where we have your permission or
- Where we are required or permitted to do so by law or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object you will consent to that change.

We will not keep your information for longer than is necessary.

### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions) We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents Please ensure that you only provide us with sensitive information about other people with their agreement

### **How to contact us**

On payment of a small fee you are entitled to receive a copy of the information we hold about you If you have any questions or you would like to find out more about this notice you can write to

Data Protection Liaison Officer  
Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax

HX3 5WA



## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided we would like the opportunity to put things right.

### **Our complaints process**

Initially please raise your concerns with

Counce O'Hara & Company Ltd (Insurance Brokers)  
City Wharf  
New Bailey Street  
Manchester  
M3 5ER

If your complaint is not resolved or you remain dissatisfied with their response and the course of action proposed you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the Company's final decision in writing.

### **Customer Relations Contact Details**

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

### **What to do if you are still not satisfied**

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.





This scheme is underwritten by  
Royal & Sun Alliance plc ( No 93792 )  
Registered in England and Wales at St Mark's Court, Chart Way, Horsham ,West Sussex RH12 1XL Authorised and regulated by the  
Financial Services Authority For your protection telephone calls may be recorded and monitored

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