



Personal Accident & Travel Insurance

Arranged by Placement Plus,
a division of Marsh Limited

Policy Wording

CHUBB®



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Insurance agreement

Thank you for choosing this Policy which is underwritten by Chubb European Group SE (the Insurer). (Except for Section C - Legal Expenses) which is underwritten by DAS Legal Expenses Insurance Company Limited which is registered in England and Wales No.103274. Registered Office DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Website: www.das.co.uk. The legal advice service under Section C - Legal Expenses is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Law Limited Registered Office DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.

The Policyholder shall pay the Insurer the Premium as set out in the Policy Schedule. This Policy, the Schedule(s), Schedules of Benefits and endorsements, if any, shall constitute the full terms and conditions of the insurance with the Insurer.

This Policy should be read in conjunction with the Policy Schedule, Schedules of Benefits and endorsements.

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

Policyholder information

This Policy should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should be directed to the intermediary who arranged this cover (if any) or directly to the Insurer. This Policy should be kept in a safe place - it may be needed for reference if a claim is made.

Our Regulators

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UK business address: 40 Leadenhall Street, London EC3A 2BJ. Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988). Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>.

Complaints Procedures

The Insurer is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this Policy please contact:

1. The intermediary (if any) who arranged this Policy; or
2. The Insurer's Customer Relations Manager

Postal Address:

Chubb Customer Relations Department, Sentinel Building, 103 Waterloo St, Glasgow, G2 7BW

T +44 (0)800 519 8026

F +44 (0)1293 597376

E customerrelations@chubb.com

W www.chubb.com/uk

3. For Legal Expenses complaints please contact:

DAS Customer Relations Department

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

T 0344 893 9013

E customerrelations@das.co.uk

4. If the Policyholder is located in the United Kingdom, the Financial Ombudsman Service (FOS) may be approached for assistance if there is still dissatisfaction with the Insurer's final response.

The FOS's contact details are given below. A leaflet explaining the procedure is available on request.

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Postal Address:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
T +44 (0) 800 023 4567 (calls are free from a UK landline or mobile).
+44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile)
E complaint.info@financial-ombudsman.org.uk
W www.financial-ombudsman.org.uk

5. If the Policyholder is located outside of the United Kingdom, but within a member country of the European Union, without prejudice to the judicial remedies available to the insured party and/or the Policyholder, in case of disagreement with the Insurers on the performance of this Policy, the insured party and/or the Policyholder may, before any judicial proceedings, refer the matter to the Mediator of Insurance Companies at the following address:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09, France

www.mediation-assurance.org

The existence of these Complaints Procedures does not reduce the Policyholder's statutory rights relating to this Policy and does not affect the Policyholder's right to take legal action against the Insurer.

Data Protection

The Insurer uses personal information which the Policyholder supplies to the Insurer or, where applicable, to the Policyholder's insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as Insured Persons' names, addresses, and policy number, but may also include more detailed information about Insured Persons (for example, their age, health, details of assets, claims history) where this is relevant to the risk the Insurer is insuring, services the Insurer is providing or to a claim the Policyholder or Insured Person is reporting.

The Insurer is part of a global group, and Insured Persons' personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store Insured Persons' information. The Insurer also uses a number of trusted service providers, who will also have access to Insured Persons' personal information subject to the Insurer's instructions and control.

Insured Persons have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, the Insurer strongly recommends the Policyholder and Insured Persons read its user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. The Policyholder and Insured Persons can ask us for a paper copy of the Privacy Policy at any time, by contacting the Insurer at <mailto:dataprotectionoffice.europe@chubb.com>.

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Financial Services Compensation Scheme

In the unlikely event of the Insurer being unable to meet its liabilities, policyholders who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme. Further information can be obtained from the Company or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL 17 1DY

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

On-Line Form: <https://claims.fscs.org.uk/>

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Policy definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

1. Accident

A sudden, external and identifiable event that happens by chance and could not have been expected. The word ‘accidental’ shall be construed accordingly.

2. Associate Company

A company or organisation of the Policyholder the name of which has been advised to and accepted by the Insurer.

3. Bodily Injury

An identifiable physical injury;

- a. caused solely by Accidental means;
- b. which independently of illness or any other cause;
- c. results directly in the Insured Person’s
 - death; or
 - disablement;
- d. within 24 calendar months from the date of the Accident.

but not including:

- a. sickness or disease which is not itself the direct result of Bodily Injury;
- b. repetitive stress (strain) injury or syndrome or any condition which develops over time;

4. Business

The business of the Policyholder as described in the Schedule.

5. Business Class Assistance

The assistance services arranged by the Insurer.

6. Business Partner

An individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

7. Charity Trip

A trip undertaken by a Director or Employee and paid in whole or part by the Policyholder to raise money on behalf of a charity registered with the Charity Commission, the Office of Scottish Charity Regulator or equivalent body in the Insured Person’s Country of Domicile that the Policyholder has designated as one of their official partner charities and with whom they have entered into a written fundraising agreement.

8. Child/Children

The children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian. To be covered by this Policy, the Child/Children must:

- a. not be married; and
- b. be under 18 years of age or under 25 years of age if in Full Time Education, or
- c. not be married and have a psychological disorder or physical disability and are dependent on the Insured Person.

9. Coma

An extended period of unconsciousness from which an Insured Person cannot be aroused even with the most painful stimuli and assessed by a Qualified Medical Practitioner as scoring less than 9 on the Glasgow Coma Scale (GCS).

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10. Commuting

Regular travel between normal residence and normal place of work.

11. Corporate Event

An event outside of the usual course of business, arranged by and at the expense of the Policyholder in order to promote their Business.

12. Country of Domicile

The United Kingdom or, if not resident in the United Kingdom, the country in which the Insured Person is habitually resident during the Period of Insurance.

13. DAS

DAS Legal Expenses Insurance Company Limited.

14. Dental Injury

Damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fracture of the hard tissues or injury to the soft tissues, or loss or damage to dental prostheses while in the Mouth, in either case caused by a force arising outside the Mouth.

15. Director

Any person holding the position of director or company secretary with the Policyholder but not non-executive director unless otherwise agreed in writing with the Insurer.

16. Domestic Staff

Any person employed on a salaried basis in a personal capacity by a Director or his or her Partner, as a Child carer, tutor, chauffeur, cook, cleaner, personal trainer, personal assistant or in a similar position within their household.

17. Effective Time

The time, during a Period of Insurance, when an Insured Person is covered, as detailed in the Schedule of Benefits.

18. Employee(s)

Any person(s) under a contract of service or apprenticeship with the Policyholder.

19. Excess

The first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

20. 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:

- a. full-time study; or
- b. 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.

21. GBP

United Kingdom Pounds Sterling.

22. Guest

any person that has been invited by the Policyholder on any trip in connection with a Corporate Event.

23. Hospital

An establishment which:

- a. exists primarily for the diagnosis, medical care and treatment of sick or injured people on an in-patient basis under the supervision of doctor(s) one or more of whom is available for consultation at all times;
- b. provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; or
- c. provides full-time nursing service by and under the supervision of nursing staff;

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- d. This does not include a special unit or a place existing primarily:
- for the treatment of psychiatric disease or sub-normality;
 - for the care of the aged, drug addicts or alcoholics; or
 - as a health hydro or nature cure clinic, a long-term nursing or long-term convalescent home, extended care facility, rest-home or hospice.

24. Incentive Trip

A trip undertaken by a Director or Employee paid for by the Policyholder in recognition or as a reward for the performance or loyalty of the Director or Employee or to incentivise the Director or Employee.

25. Insured Person

Any person or category of persons shown in the Schedule of Benefits.

26. Journey

Any trip, other than a period of Secondment over 12 months, described in the Schedule of Benefits and including a Charity Trip or Incentive Trip, which:

- a. commences during the Period of Insurance; and
- b. is not intended, without the prior written agreement of the Insurer, to exceed 12 months duration.

Cover will start from the time of leaving home or normal place of Business (whichever is left first) and continue until arrival back at home or normal place of Business (whichever is reached last).

27. Mouth

The lips, tongue, gums, major salivary glands, floor of the Mouth, gland tissue associated with the mucosal lining, oropharynx, nasopharynx and hypopharynx, but excluding the tonsils.

28. Occupation

Carrying out the duties of employment in the Business.

29. Out of Pocket Expenses

Any expenses necessarily incurred by an Insured Person as a direct result of Bodily Injury and in respect of, but not limited to, travel expenses to and from a medical facility, fees in respect of prescription medication and additional telephone charges where the additional use is as a direct result of the Bodily Injury.

30. Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 2004 and any statutory amendment modification or re-enactment of it.

31. Partner

- a. An Insured Person's spouse; or
- b. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act 2004; or
- c. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

32. Period of Insurance

The period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at 24.00 hours on the latest date shown. Both dates and times refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

33. Policyholder

The person, firm, company or organisation named as the Policyholder in the Policy Schedule.

34. Premium

The amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

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35. Prosthesis

An artificial limb.

36. Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice other than:

- a. an Insured Person; or
- b. a Partner of the Insured Person; or
- c. a member of the immediate family of the Policyholder or Insured Person; or
- d. an Employee or Director of the Policyholder.

37. Remunerated Employment

Any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week for the Policyholder.

38. Secondment

A posting made by the Policyholder that requires a Director or Employee to live and work outside of their Country of Domicile for a temporary and specified period.

39. United Kingdom

England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

40. War

Armed conflict between nations, states or parties, invasion, act of foreign enemy, civil war, or taking power by organised military force.

41. Work Experience Placement

Voluntary short term experience of employment organised by the Policyholder.

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Policy conditions

In addition to these Policy Conditions there may be Specific Conditions relevant to individual sections and sub-sections of this Policy. These are shown in the appropriate sections or sub-sections.

1. Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 20% from the information upon which the Premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the Premium calculation:

- a. estimated salaries;
- b. numbers of Insured Persons;
- c. travel pattern;
- d. fixed benefits.

If the revised underwriting information varies by more than 20% the Insurer agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the Policyholder shall provide any additional information as the Insurer may require and pay such additional Premium as may become due. Otherwise, the Insurer agrees to provide cover for such subsidiary or Associated Company from the date that the revised underwriting information is provided.

2. Adjustable Premiums

If it has been agreed that any part of the Premium, being based on estimated numbers, is adjustable then the Policyholder shall within 60 days of the end of each Period of Insurance provide the actual numbers to the Insurer and the Premium will be adjusted and the difference paid by or allowed to the Policyholder as the case may be, subject to any minimum Premium specified in the Schedule. The Policyholder shall keep records on actual numbers and the Insurer shall be allowed to inspect these on reasonable request.

3. Assignment

Subject to the Policy Conditions headed 'Payment of Benefit', the benefits under this Policy may not be assigned by the Policyholder and the Insurer shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

4. Benefit of the Insured Person

With respect to cover under this Policy where the Insurer agrees to pay the Policyholder for the benefit of the Insured Person the Policyholder shall forward any payments received under the Policy to the Insured Person to the extent the Insured Person has actually suffered the loss or damage or is otherwise entitled to the benefit from the Insurer. For the avoidance of doubt the Insured Person shall not have any direct rights or obligations under the Policy.

5. Cancellation

The Policyholder may cancel this Policy:

- a. by giving written notice to the Insurer at their registered address in the United Kingdom, within 14 working days after the date the Policyholder receives this Policy or the start of the Period of Insurance, whichever is the later; or
- b. at all other times, by giving 14 days written notice to the Insurer at their registered address in the United Kingdom.

In either event, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the Premium for the period up to the date of cancellation will be calculated and the Insurer shall promptly return any unearned portion of the Premium paid.

The Insurer may cancel:

- a. this Policy by giving 90 days written notice (or 14 days written notice where premiums are payable by instalments) to the Policyholder at their last known address and in such event the Premium for the period up to the date when the

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cancellation takes effect shall be calculated and the Insurer shall promptly return any unearned portion of the Premium paid; and

- b. any cover provided by this Policy for War by sending 7 days' written notice (from the date of sending) to the Policyholder at their last known address. A copy of the written notice will also be simultaneously sent to the Policyholder's broker.

The Insurer shall only cancel this Policy with good reason or where necessary. Examples where the Insurer could cancel the Policy include, but are not limited to:

- i. in the event of fraudulent activity by the Policyholder and/or an Insured Person;
- ii. where the Insurer cancels all policies of the same type not just the Policyholder's Policy;
- iii. changes in regulation/tax making the product unsustainable.

6 Cover for Difference in Conditions or Difference in Limits

The Insurer agrees to pay the Policyholder any claim made which is not recoverable under this Policy but which would have been covered under an equivalent employer purchased group personal accident and/or business travel policy purchased in the United Kingdom by the Policyholder and issued in the United Kingdom to them during the 12 month period immediately prior to inception of the first Period of Insurance with the Insurer. This shall include the former Marsh Ltd Placement Plus Facility wording.

This agreement is only applicable to the extent of:

- a. any difference in the amount payable or,
- b. any difference in the policy cover provided,

compared with the prior policy wording, policy schedule and the endorsements attached and will only be applicable to claims arising and advised to the Insurer during the Period of Insurance or until such time as the policy is lapsed or cancelled, whichever is the sooner.

The agreement will not apply to:

- a. any difference between the terms of the Policy and the prior terms of the Policyholder's prior policy that is as a result of any change to limits, terms or conditions agreed with the Policyholder which are a condition of the Insurer agreeing to provide insurance under this Policy as a whole or any section of the Policy, and
- b. any services or cover provided that is accessed by a telephone, internet or mobile device based assistance or advice services.

This agreement does not apply in respect of

- i. War in the Insured Person's Country of Domicile.
- ii. Section B5, Serious Disruption, Exclusion 6.
- iii. Section E of the Crisis Containment Section of the former Marsh Ltd Placement Plus Facility wording.

7. Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

8. Choice of Law

Unless agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute unless the Policyholder is registered within Scotland, Northern Ireland, or the Isle of Man, in which case the Law of Scotland, Northern Ireland, or the Isle of Man (as applicable) and the Scottish, Northern Irish, or Isle of Man courts (as applicable) alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

9. Contracts (Rights of Third Parties) Act

A person who is not a party to this Agreement including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy except where such rights exist apart from the operation of the Contracts (Rights of Third Parties) Act 1999.

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10. Disclosure

In the event of a fraudulent breach of the duty of fair presentation by a Policyholder

- i. if the breach is before the Policy is entered into, the Insurer may avoid the Policy and refuse all claims, and need not return any of the premiums paid by the Policyholder
- ii. if the breach is in relation to a variation of the Policy, the Insurer may treat the Policy as if the variation was never made and need not return any of the premiums paid in respect of the variation, in respect of the Policyholder.

It is agreed that in the event of a breach of the duty of fair presentation by a Policyholder, which is not fraudulent, the Insurer irrevocably waives all and any rights and remedies it has/may have as a result of the breach of the duty of fair presentation including, for the avoidance of doubt, any remedy that would have been available under the Insurance Act 2015. It is for the Insurer to show that a breach was fraudulent.

For the purposes of this clause, the phrase “duty of fair presentation” shall have the same meaning as given to it in the Insurance Act 2015

11. Disputes as to Insurer Liability

By way of exception to Policy Condition 8 (Choice of Law), in the event of any dispute between the Insurer and the Policyholder as to the Insurer’s liability to indemnify and/or as to the quantum of any liability to indemnify, such dispute(s) may, with the agreement of both the Insurer and the Policyholder, be referred to arbitration, mediation, or such other dispute resolution forum or procedure as they may collectively select (“Alternative Forum”) provided that its location is in England and its governing law and language is English. If the Alternative Forum cannot be agreed within 30 days of the dispute arising, Policy Condition 8 shall apply.

12. Hijack/Kidnap

If an Insured Person is the victim of a kidnap or hijack the insurance provided by this Policy for such Insured Person shall continue for a period not exceeding 24 months from the date of kidnap or hijack to enable the Insured Person to complete the original Journey or to return to their Country of Domicile.

13. Interest

No sum payable by the Insurer under this Policy shall carry interest unless payment has been unreasonably delayed by the Insurer following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by the Insurer, it will be calculated:

- a. from the date of final receipt of such certificates, information or evidence; and
- b. at the base rate established by the Bank of England on such date.

14. Interpretation

All references to specific legislation or European Union directives (other than European Union directives not transposed into United Kingdom law) will include amendments to and re-enactments of such legislation or directives and will include their equivalents in any jurisdiction.

15. Journeys continuing beyond expiry of Period of Insurance

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the Policyholder or Insured Person such period is extended for up to a maximum of 12 months or until the completion of such Journey whichever is sooner.

This Policy will also cover planned Journeys which continue up to and including a period of 30 days beyond the expiry of the Period of Insurance provided details of these Journeys have been declared in advance to the Insurer.

16. Payment of Benefits

Notwithstanding the Policy Condition headed ‘Assignment’, where in relation to any claim the Policyholder, at its discretion, directs the Insurer to do so, the Insurer shall pay benefits to a named Insured Person or registered trust fund and the receipt by such Insured Person or registered trust fund (as applicable) shall be a sufficient discharge of the Insurer’s liability to pay the benefits concerned. The Insurer reserves the right not to undertake such payment direct to a named Insured Person or registered trust fund in the event that this would be in contravention of local licensing, regulatory or legislation requirements.

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In respect of Policy Section A1 - Injury, Main benefits, Temporary Total Disablement and Temporary Partial Disablement, for any Insured Person not in the Remunerated Employment of the Policyholder, the benefit shown in the Policy Schedule shall be limited to Out of Pocket Expenses only. All Out of Pocket Expenses must be submitted to the Insurer along with documentary evidence of the expense. This condition does not apply in respect of consultants who have a contract of service with the Policyholder.

17. Reasonable Precautions

The Policyholder shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

18. Right to Change

The Insurer shall be entitled to make any changes to this Policy and/or to the amount of Premium payable for this Policy for legal, regulatory or taxation reasons.

19. Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

20. Severability

Where the Policyholder comprises more than one party, including subsidiary or Associated Company(ies), the Insurer agrees that for the purpose of determining the applicability of a Policy Condition, Exclusion or Limitation, the acts, omissions or knowledge of any one party shall not be imputed to any other party or parties, and the proposal or information provided shall be construed as a separate application for insurance from each party.

21. Warranties and/or Conditions Precedent expressly stated

No provision in this Policy shall be construed as a condition precedent or warranty unless it is expressly and individually stated to be a condition precedent or warranty.

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Claims provisions

Notification

On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the Insurer's Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address:

Chubb European Group SE

Claims Department

Sentinel Building,

103 Waterloo St,

Glasgow,

G2 7BW

T +44 (0) 345 841 0059

F +44 (0) 1293 597 323

E uk.claims@chubb.com

W www.chubbclaims.co.uk

For Legal Expenses claims

Please phone DAS, quoting your DAS policy number TV1/5152415, and they will provide a reference number. At this point they will not be able to state whether the claim is covered or not but will pass the information to their claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer or anyone else before DAS have agreed that this should be done. If the Policyholder or Insured Person does, DAS will not pay the costs involved even if the claim is accepted.

Postal Address:

The Claims Department

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

T 0330 100 9604 or +44(0)117 927 1809 from outside of the UK

E newclaims@das.co.uk

Information

The Policyholder shall at its own expense furnish to the Insurer such certificates, information and evidence as the Insurer may from time to time reasonably require in the form prescribed by the Insurer. The Insurer shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.

Fraudulent claims

1. If the Policyholder makes a fraudulent claim under this Policy:
 - a. the Insurer is not liable to pay the claim and any sums paid by the Insurer in respect of the claim are to be refunded; and
 - b. in addition, the Insurer may by notice to the Policyholder treat the Policy as having been terminated with effect from the time of the "fraudulent act", which means the behaviour that makes a claim fraudulent.

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2. If the Insurer does treat the Policy as having been terminated:
 - a. it may refuse all liability to the Policyholder under the Policy in respect of a relevant event occurring after the time of the fraudulent act (“relevant event” refers to whatever triggers the Insurer’s liability under the Policy);
 - b. it need not return any of the Premiums paid under the Policy; however
 - c. such termination does not affect the rights and obligations of the parties to the Policy with respect to a relevant event occurring before the time of the fraudulent act.
3. Where an Insured Person makes a fraudulent claim under this Policy, paragraphs 1 and 2 above apply to the claim as if the cover provided for that Insured Person were provided under an individual contract between the Insurer and that Insured Person as the Policyholder, such that:
 - a. the Insurer’s rights under paragraphs 1 and 2 above are exercisable only in relation to the cover provided for that Insured Person; and
 - b. the exercise of any of those rights does not affect the cover provided under the Policy for anyone else.
4. Accordingly:
 - a. where an Insured Person makes a fraudulent claim under this Policy:
 - i the Insurer is not liable to pay the claim and any sums paid by the Insurer in respect of the claim are to be refunded by the ultimate recipient of such sums;
 - ii in addition, the Insurer may by notice to the Policyholder and the relevant Insured Person treat the Policy as having been terminated in respect of that Insured Person with effect from the time of the fraudulent act;
 - b. if the Insurer does treat the Policy as having been terminated in respect of the relevant Insured Person, paragraph 2 shall apply as if it referred to that Insured Person instead of the Policyholder.

Application of any excess

Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.

Co-operation

The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness:

1. obtain and follow the advice of a Qualified Medical Practitioner;
2. co-operate with and follow the advice of an independent rehabilitation case manager where appointed by the Insurer and the Insurer shall not be liable for any consequences of the Insured Person’s failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

Currency

Claims involving foreign currency will be converted into the currency in which the Premium and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the incident giving rise to the claim.

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Section A. Injury

Section A1 – Main benefits

The cover provided by this section will apply only if a benefit amount is shown in the relevant section in the Schedule of Benefits. If during the Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, the Insurer will pay the Policyholder the benefit amount shown in the Schedule of Benefits for:

1. Death

2. Permanent Total Disablement *from Usual Occupation or Any Occupation*

The Definition that applies is shown in the Schedule of Benefits.

3. Permanent Disabling Injuries

The disablement which has lasted for at least 12 months which in the opinion of a Qualified Medical Practitioner is beyond the hope of recovery. The Insurer will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement based on the scale of injuries which prescribes the maximum percentage payable. The scales are shown below and the scale that applies is shown in the Schedule of Benefits.

Full scale of injuries		Specified scale of injuries	
1. Loss of one or more limbs	100%	1. Loss of one or more limbs	100%
2. Loss of sight in one or both eyes	100%	2. Loss of sight in one or both eyes	100%
3. Loss of speech	100%	3. Loss of speech	100%
4. Loss of hearing in both ears	100%	4. Loss of hearing in both ears	100%
5. Loss of intellectual capacity	100%	5. Loss of intellectual capacity	100%
6. Loss of hearing in one ear	25%	6. Loss of hearing in one ear	25%
7. Total loss of or use of the reproductive organs but subject to a maximum payment of GBP50,000		7. Total loss of or use of the reproductive organs but subject to a maximum payment of GBP50,000	
8. Post Traumatic Stress Disorder but subject to a maximum payment of GBP50,000	20%	Provisions applicable to Permanent Disabling Injuries 1. The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits in respect of any one Accident. 2. If benefit is payable for loss of or loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.	
9. Total loss of use of: a. the back or spine below the neck with no damage to the spinal cord	40%		
b. the neck or cervical spine with no damage to the spinal cord	40%		
c. a shoulder, elbow or wrist	25%		
d. a hip, knee or ankle	40%		
10. Loss of or total loss of use of: a. a thumb	30%		
b. a forefinger	20%		
c. any other finger	10%		
d. a big toe	15%		
e. any other toe	5%		
11. Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by the Insurer of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.			

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4. Temporary Total Disablement

Temporary disablement which entirely prevents the Insured Person from engaging in their normal Occupation with the Policyholder. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.

5. Temporary Partial Disablement

Temporary disablement which prevents the Insured Person from engaging in the majority of their normal Occupation with the Policyholder. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.

Special Extension

If during a Period of Insurance an act of Terrorism occurs during the Effective Time and which within twenty four calendar months causes Bodily Injury to an Insured Person as a result of exposure to deliberate emission, discharge, dispersal, release, or escape of any Nuclear Agent, Biological Agent or Chemical Agent the Insurer will pay the relevant benefit for death or disablement for the amount shown in the Schedule of Benefits.

Section A2 – Additional benefits

This section of the Policy provides increased benefit amounts as shown in the Schedule of Benefits. The additional benefits apply only to Insured Persons and only if the Insured Person is covered for the same benefit in Section A1 and there is a valid claim under that benefit.

If during the Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, the Insurer will pay the Policyholder the benefit amounts shown in the Schedule of Benefits for this section of the Policy subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits.

1. Catastrophic Accident

In the event of the death or Permanent Total Disablement of 5 or more Insured Persons, being Directors, Business Partners or Employees of the Policyholder, in the same Accident, up to the amount shown in the Schedule of Benefits for Personnel Replacement Expenses in addition to any benefits payable in Section A2, 14.

2. Chauffeur or Taxi

Up to an additional 10% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, if the Insured Person is unable to travel to and from work or Hospital as an out-patient using the method of transport normally used prior to the Accident, for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from work or Hospital as an out-patient until:

- a. such time as the Insured Person is well enough to resume using the method of transport normally used prior to the Accident; or
- b. benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement

Where the Policyholder requests payment of benefit under this extension in order to mitigate a claim that would otherwise be payable under Temporary Total Disablement or Temporary Partial Disablement then, subject to the limitations above, the Insurer may at its sole discretion pay the benefit for chauffeur or taxi service expenses based on the benefit amount that would otherwise have been payable under Temporary Total Disablement or Temporary Partial Disablement.

3. Child/Children

In the event of the death of an Insured Person the additional amount as shown in the Schedule of Benefits for each Child; or

The death of an Insured Person and their Partner in the same Accident, an additional 100% of the Insured Person's death benefit for Children.

4. Cosmetic Surgery

In the event of Permanent Disabling Injuries (Full Scale) for item 1 or items 8-10 over GBP50,000, the Insurer will pay the Policyholder costs incurred within 24 months of the Accident for cosmetic reconstructive treatment (other than an injury as a result of a surgical procedure) up to the amount shown in the Schedule of Benefits.

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If a claim is made under this section no claim will be payable under section A3 – Automatic Additional Benefits items 3 and/or 10.

5. Dependant Adult

In the event of the death of an Insured Person the additional amount as shown in the Schedule of Benefits for each Dependant Adult.

6. Estate Administration

In the event of the death of an Insured Person up to the additional amount as shown in the Schedule of Benefits for reasonable expenses incurred whilst the administration of the Insured Person's estate is being arranged.

7. Funeral Expenses

In the event of the death of an Insured Person up to the additional amount as shown in the Schedule of Benefits for reasonable funeral expenses incurred in their Country of Domicile. If death occurs outside of the Insured Person's Country of Domicile and the Insured Person is covered by Section B1, this Funeral Expenses benefit shall not apply.

8. Hemiplegia

The additional amount as shown in the Schedule of Benefits if the Insured Person suffers Permanent Total Disablement as a result of Hemiplegia.

9. Home Adaptation/Relocation

Up to the additional amount as shown in the Schedule of Benefits if the Insured Person suffers Loss of sight in one or both eyes, Loss of limb or Permanent Total Disablement for reasonable expenses to adapt the Insured Person's home and/or vehicle or to relocate to another home to cater for the practical changes involved in living with the disablement.

10. Home Help and Childcare

An additional amount in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, up to the maximum amount shown in the Schedule of Benefits for the reasonable costs of providing domestic cooking, cleaning, laundry, registered childcare, shopping and similar services until benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement.

11. Independent Financial Advice

Up to the maximum amount shown in the Schedule of Benefits following a valid claim for death, Permanent Total Disablement or a 100% Permanent Disabling Injury (items 1 to 5 in the Scale of Injuries) in respect of fees charged by an authorised independent financial advisor to provide professional financial advice.

12. Injury Medical Expenses

An additional 25% for Injury Medical Expenses in the event of a valid claim for death, Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, up to the maximum amount per claim as shown in the Schedule of Benefits.

13. Paraplegia

The additional amount as shown in the Schedule of Benefits if the Insured Person suffers Permanent Total Disablement as a result of Paraplegia.

14. Personnel Replacement

Up to the amount shown in the Schedule of Benefits following a valid claim for death or Permanent Total Disablement of an Insured Person, being a Director, Business Partner or Employee of the Policyholder, for Personnel Replacement Expenses incurred within 12 months of the Accident.

15. Post Traumatic Stress Disorder – Terrorism

An additional 50% of the Temporary Total Disablement Benefit or the amount shown per calendar week in the Schedule of Benefits, whichever is the lesser amount, payable for up to 26 weeks if disablement arises as a result of post traumatic stress disorder as a result of an Insured Person directly witnessing an act of Terrorism. Post traumatic stress disorder must be suffered within 6 months of the event.

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16. Prosthesis

Up to the additional amount shown in the Schedule of Benefits for costs incurred in providing a prosthesis recommended by the treating Qualified Medical Practitioner. This is payable in the event of a valid claim in excess of GBP100,000 for Permanent Disabling Injuries item 1 Loss of one or more limbs.

17. Psychological Counselling

Up to the additional amount shown in the Schedule of Benefits in the event of a valid claim for Permanent Total Disablement from Usual Occupation or Any Occupation in respect of the cost of professional psychological counselling treatment provided that such treatment is started within 12 months of the date of the Accident and it is prescribed by the treating Qualified Medical Practitioner.

18. Quadriplegia

The additional amount shown in the Schedule of Benefits if the Insured Person suffers Permanent Total Disablement as a result of Quadriplegia.

19. Quality of Life Improvement Advice

Up to the amount shown in the Schedule of Benefits for reasonable and necessary external costs incurred by the Policyholder to engage professional advice and assistance aimed at improving the quality of the Insured Person's life where a valid claim for Permanent Total Disablement becomes payable in respect of an Insured Person who is:

- a. a Director, Business Partner or Employee of the Policyholder; and
- b. rendered incapable of performing any and every occupation whatsoever.

20. Rehabilitation Case Management & Treatment

Up to the amount shown in the Schedule of Benefits in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement (where a Benefit Period of at least 13 weeks has been reached) for the Insurer to engage independent injury management specialists to provide Rehabilitation Case Management and to pay for reasonable and necessary Rehabilitation Treatment until:

- a. the Insured Person has returned to work in their pre-injury occupation (where relevant); or
- b. the clinical indication is that further functional improvement is unlikely; or
- c. the benefit amount as shown in the Schedule of Benefits has been exhausted, whichever occurs first.

21. Retraining

Up to the amount shown in the Schedule of Benefits if the Insured Person suffers Permanent Total Disablement from Usual Occupation for reasonable costs incurred to retrain the Insured Person for an alternative occupation either in the Business of the Policyholder or elsewhere.

22. Retraining for a Partner

Up to the amount shown in the Schedule of Benefits in the event of the death or Permanent Total Disablement from Usual Occupation of an Insured Person, for the reasonable costs incurred:

- a. in training or retraining the Insured Person's Partner for gainful employment; or
- b. to improve the employment prospects of the Insured Person's Partner; or
- c. to enable the Insured Person's Partner to improve the quality of care they can provide for the Insured Person.

23. Total loss of or loss of use of the reproductive organs

Total and permanent loss of reproductive organs, the ability to reproduce or loss of functional use of reproductive organs, in each case without expectation of recovery in the opinion of a Qualified Medical Practitioner.

24. Triplegia

The additional amount as shown in the Schedule of Benefits if the Insured Person suffers Permanent Total Disablement as a result of Triplegia.

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Section A3 – Automatic additional benefits

This section of the Policy provides additional benefits as detailed below. The additional benefits apply only to Insured Persons and the Policyholder. The additional benefits apply automatically.

If during the Period of Insurance an Accident occurs during the Effective Time and causes bodily injury (or, where stated, psychological trauma) resulting in any of the following, the Insurer will pay the Policyholder the benefit amounts shown in the Schedule of Benefits subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits:

1. Coma within Country of Domicile

The amount shown in the Schedule of Benefits for each day the Insured Person remains in a Coma within Country of Domicile up to a maximum of 24 months.

2. Ergonomics Expenses

Provided that the insured person:

- i. is unable to access their primary work location; and
- ii. is covered for an Effective Time of 24 hours a day or occupational accidents,

if the Insured Person is diagnosed with a Bodily Injury or medical condition where Ergonomics are a contributing factor the Insurer will pay:

- a. up to GBP250 for you to engage a Qualified Occupational Therapist review of the Insured Person's home work set up;
- b. up to GBP250 for you to purchase new furniture or equipment recommended by a Qualified Occupational Therapist.

3. Fractures

Where Bodily Injury results in a Fracture that does not result in a claim payment under item 3 Permanent Disabling Injuries (Full or Specified) the Insurer will pay the Policyholder the amount shown for the following Fractures:

1. Hip or pelvis (excluding coccyx or thigh) - GBP1,000
2. Femur or heel - GBP500
3. Skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist, but not a colles' fracture) - GBP500
4. Spine (vertebrae, but excluding coccyx) - GBP1,500

Up to the maximum amount shown in the Schedule of Benefits for all Fractures. A payment under this extension will only be paid once during the lifetime of the Policy if osteoporosis is diagnosed prior to or as a result of the Accident.

4. Full Thickness Burns

Up to the maximum amount shown in the Schedule of Benefits where Bodily Injury results in Full Thickness Burns as below:

- a. 27% or more of the body surface - GBP15,000
- b. between 18-26% of the body surface - GBP5,000
- c. between 9-17% of the body surface - GBP1,500

If a claim is made under this section then no claim will be payable under Section A2 – Additional Benefits item 4 or under Section A3 – Automatic Additional Benefits item 10.

5. Hospital Confinement within Country of Domicile

The amount shown in the Schedule of Benefits for each complete day of Hospital Confinement within Country of Domicile of the Insured Person up to a maximum of 730 days. The amount payable will be doubled for Hospital Confinement on a public or bank holiday.

6. Hospital Transfer

Up to the maximum amount shown in the Schedule of Benefits for Hospital Transfer Expenses if Hospital Confinement of the Insured Person is required and the Hospital is more than 25 miles away from their normal residence and confinement is expected to last 72 hours or more. The transfer must be organised by Business Class Assistance.

7. Hospital Visiting

The amount shown in the Schedule of Benefits for each complete day of Hospital Confinement of the Insured Person up to

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the maximum amount shown in the Schedule of Benefits for additional travel and accommodation expenses reasonably and necessarily incurred by:

- a. the Insured Person's Partner, Child/Children or parents; and/or
- b. an Employee of the Policyholder,

for the purposes of visiting the Insured Person during such period of Hospital Confinement within Country of Domicile.

8. Lifesaver

If an individual (who is not an Insured person or a member of the emergency services) sustains Bodily Injury whilst trying to save the life of an Insured Person that results in the death or Permanent Total Disablement (Usual or Any Occupation) of that person, the Insurer will pay at the request of the Policyholder, the amount shown in the Schedule of Benefits to this person (or to their legal representatives in the event of their death).

9. Loss of or Damage to Personal Belongings

Up to the amount shown in the Schedule of Benefits for loss of or damage to clothing and personal articles as a result of the Insured Person sustaining Bodily Injury.

10. Partner or Child Paraplegia, Quadriplegia, Hemiplegia and Triplegia

If during a Period of Insurance the Partner or a Child of a Director or Employee suffers Bodily Injury which results in Paraplegia, Quadriplegia, Hemiplegia or Triplegia of the Partner or Child, the Insurer will pay the Policyholder the amounts as follows:

- a. Paraplegia - GBP50,000
- b. Quadriplegia - GB100,000
- c. Hemiplegia - GBP50,000
- d. Triplegia - GBP75,000

11. Permanent Disfigurement or Scarring of the face

Up to the amount shown in the Schedule of Benefits for disfigurement or scarring of the Insured Person covering the whole area of the face. A minimum amount of GBP6,250 will apply for disfigurement or scarring of at least one centimetre to five centimetres in length and a minimum amount of GBP12,500 will apply for disfigurement or scarring of over five centimetres in length. Payment between the minimum and maximum amounts shall be calculated in accordance with the degree of disfigurement or scarring relative to this scale. No account shall be taken of any psychological effects. The level of benefit payable shall be assessed at the time when the Insured Person reaches maximum medical improvement (upon a medical assessment by the Insurer), or as at 24 calendar months from the date of the Accident, whichever is sooner.

If a claim is made under this section then no claim will be payable under Section A2 - Additional Benefits item 4 or under Section A3 - Automatic Additional Benefits item 3.

12. Recruitment Expenses following suicide

Up to the amount shown in the Schedule of Benefits for authorised and documented costs incurred in engaging a replacement Employee or Director in the event of the death of a Director or Employee as a result of their own suicide, or the disablement of a Director or Employee as a result of their own attempted suicide.

13. Return Home

Up to the amount shown in the Schedule of Benefits for additional expenses reasonably and necessarily incurred in returning the Insured Person, their Personal Belongings and any portable Business equipment to their home in the event that they were prevented from returning there due to physical incapacity lasting 48 hours. The return must be organised by Business Class Assistance.

14. Trauma Counselling

Up to the amount shown in the Schedule of Benefits for the cost of trauma counselling by a registered psychologist which is recommended by a Qualified Medical Practitioner as a result of suffering psychological trauma as a result of being an eye witness or victim of an act of assault, sexual assault, rape, murder, carjacking or violent robbery or attempted robbery.

15. Workplace Assault Medical Expenses

Up to the amount shown in the Schedule of Benefits for Injury Medical Expenses as a result of an unprovoked assault at the Insured Person's usual place of work or whilst undertaking their duties.

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16. Medical Certificate Expenses

Up to the maximum limit shown in the Schedule of Benefits for the cost of obtaining a medical certificate when required as a result of the Insured Person sustaining Bodily Injury.

Section A4 – Dental Expenses

If during the Period of Insurance an Accident occurs during the Effective Time and causes Dental Injury to an Insured Person, the Insurer will pay the Policyholder the actual cost shown in the table below subject to the maximum benefit per Insured Person as shown in the Schedule of Benefits.

Dental Treatment

Treatment within 12 months from the date of the Dental Injury or at any later date agreed by the Insurers if an Insured Person has obtained an estimate within 12 months from the date of the Dental Injury for the cost of future Dental Treatment likely to be required. The estimate must be based on the current costs of the treatment and given by a professional dental or oral surgeon/consultant.

Benefit table		
Benefit Number	Treatment	Benefit amount
1.	Examination and report to include necessary smoothing and polishing	up to GBP30.15
2.	X-ray examination	up to GBP26.13
3.	Laboratory made temporary bridge following tooth loss (where required)	up to GBP90.45 per pontic/retainer
4.	Temporary denture following tooth loss (where required)	up to GBP145.73 per denture
5.	Bridges <ul style="list-style-type: none">• All metal*• All metal*• Bonded metal/porcelain*• Bonded metal/porcelain*• Adhesive• Adhesive	up to GBP281.40 per retainer up to GBP281.40 per pontic up to GBP301.70 per retainer up to GBP251.25 per pontic up to GBP198.98 per retainer up to GBP206.03 per pontic
6.	Crowns <ul style="list-style-type: none">• Porcelain jacket*• Ceramic*• Full metal porcelain*• Metal bonded porcelain*	up to GBP261.30 per crown up to GBP331.65 per crown up to GBP291.45 per crown up to GBP331.20 per crown
7.	Dentures <ul style="list-style-type: none">• Permanent acrylic• Permanent metal	up to GBP316.58 per denture up to GBP422.10 per denture
8.	Root canal treatment	up to GBP130.65 per incisor/canine up to GBP160.80 per premolar up to GBP241.20 per molar
9.	Adhesive facing or veneer	up to GBP251.25 per unit
10.	Other necessary treatment (including emergency attention where required)	up to GBP402.00 per incident

* Includes any core and/or post required and any necessary interim covering.

The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits in respect of any one Accident.

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Section A4 – Conditions

1. The Insurer will not pay for the treatment of a Dental Injury by any dentist other than the Insured Person's usual dentist unless;
 - a. the provision of such treatment by another dentist has been approved by the Insurer; or
 - b. such treatment is provided in an emergency for the relief of pain, in which case the Insurer will pay the reasonable costs of such treatment up to the amounts stated in the above table but not exceeding GBP175 in total in respect of all Dental Injury arising out of any Accident.
2. The Insurer will not pay more than GBP175 in total in respect of all Dental Injury arising out of any one Accident, for treatment costs incurred prior to the Insured Person or the treating dentist on the Insured Person's behalf, having submitted a costed treatment plan to the Insurer and the Insurer having approved such plan in writing.
3. The Insurer will only pay for any bridgework, crown or denture replaced which is of similar type and quality to that lost or damaged by Dental Injury.
4. Any payment made by the Insurer under Section B1 - Medical & other expenses of this Policy for the treatment of Dental Injury will be deducted from any claim under this section for Dental Injury arising out of the same Accident.

Section A4 – Exclusions

The Insurer shall not be liable for:

1. the treatment of a Dental Injury which:
 - a. is caused by the Insured Person's participation in rugby (other than rugby played as a school sport) or taking part in boxing (including training), in either case without wearing equipment that should reasonably be worn for protection against Dental Injury;
 - b. is caused by any foodstuff (including any foreign body in food or drink) whilst being consumed by the Insured Person;
 - c. is not apparent within one week of the incident which caused the Dental Injury;
 - d. is the result of ordinary wear and tear;
 - e. is not claimed for within 30 days of the incident which caused the Dental Injury or 60 days in the case of Dental Treatment obtained in an emergency outside the United Kingdom;
2. any amount in respect of any costs or telephone calls or travel incurred by an Insured Person in connection with consultation, call out or obtaining treatment in case of dental emergency;
3. any dental treatment previously prescribed, diagnosed or planned at the time of the injury incident.

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Section A5 – Cover for additional persons

This section of the Policy provides cover for the following persons subject to the provisos where shown. Cover applies only if the persons described in each category are not otherwise an Insured Person.

If during the Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to a person described, the Insurer will pay the Policyholder the benefit amount shown in the table below.

Category	Effective time	Benefits payable	Provisos
Directors	Whilst on a holiday trip	Death, or Permanent Total Disablement - Usual Occupation, or Permanent Disabling Injuries - Full Scale Benefit Amount GBP50,000	This additional cover does not apply where a Director is already covered under Section A1 with an Effective Time of 24 hours a day.
Partners and Children of Directors (or Business Partners whose names have been declared and cover agreed by the Insurer) including one member of Domestic Staff.	24 hours a day.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP50,000 (limited to GBP30,000 for Children)	Directors must be covered under Section A1 with an Effective Time of: a. 24 hours a day; or b. whilst engaged in their occupation.
Partners and Children of Employees.	Whilst on any trip with the Employee in connection with the Business including days added by the Employee for personal reasons.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP35,000 (limited to GBP30,000 for Children)	Employees must be covered under Section A1 with an Effective Time of: a. 24 hours a day; or b. whilst engaged in their occupation.
Directors, Business Partners, Employees and Guests of the Policyholder.	Whilst on any trip in connection with a Corporate Event involving: a. any travel outside the Country of Domicile; or b. air travel within the Country of Domicile; or c. any travel within the Country of Domicile, provided such travel involves an overnight stay away from home or normal place of Business.	Death, or Permanent Total Disablement - Any Occupation, or Permanent Disabling Injuries - Specified Scale Benefit Amount GBP50,000 (limited to GBP30,000 for Children)	

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Cover for additional persons continued:

Category	Effective time	Benefits payable	Provisos
Up to three relatives or up to two friends or close Business associates of an Insured Person.	Whilst on a trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP35,000 (limited to GBP30,000 for Children)	
Any Visitor.	Whilst legally in or on the Premises.	Death, or Permanent Disabling Injuries - Specified Scale Benefit Amount GBP50,000 (limited to GBP30,000 for Children)	
Work Experience Placement.	Whilst legally in or on the Premises, whilst travelling outside of their Country of Domicile in connection with the Business (including days added for personal reasons), or whilst Commuting.	Death, or Permanent Disabling Injuries - Specified Scale Benefit Amount GBP35,000 (limited to GBP30,000 for Children)	

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Section A - Definitions

Certain words in this section have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

1. Aggregate Limit

The maximum amount shown in the Schedule of Benefits that the Insurer will pay per Event.

2. Annual Salary

The gross salary or wages payable per annum by the Policyholder to the Insured Person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

3. Benefit Period

The maximum (but not necessarily consecutive) period for which Temporary Total Disablement or Temporary Partial Disablement benefits are payable in respect of any Insured Person for any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

4. Biological Agent

Shall mean any pathogenic organism, or any toxin biologically or chemically produced, created or synthesised there from or any genetically modified organism.

5. Chemical Agent

Shall mean any artificially created, produced or synthesised chemical toxin or compound or a substance derived from a genetically modified organism.

6. Deferment Period

A period at the beginning of a period of Temporary Total Disablement or Temporary Partial Disablement during which benefits are not payable.

7. Dependant Adult

Any person who is dependent on the Insured Person and for whom the Insured Person is in receipt of a carer's or attendance benefit from the state.

8. Ergonomics

The design of furniture or equipment which makes it comfortable and effective for people who use it.

9. Event

All instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

10. Fracture

A break in a bone into two or more pieces.

11. Full Thickness Burns

Burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat.

12. Hemiplegia

Permanent and total paralysis of one side of the body.

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13. Hospital Confinement within Country of Domicile

Admission to a Hospital for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

14. Hospital Transfer Expenses

Costs reasonably and necessarily incurred in transferring the Insured Person to the most suitable Hospital or nursing home nearest to his/her home, including:

- a. the cost of medical surgical or remedial treatment given or prescribed by a Qualified Medical Practitioner; and
- b. hospital and nursing home treatment, and ambulance charges necessary to enable the transfer to be undertaken and without which the transfer could not be made.

15. Injury Medical Expenses

Costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner and all Hospital, nursing home and ambulance charges following an Accident for which the Insurer has paid or agreed to pay a benefit.

16. Loss of hearing

Permanent profound deafness, which means the quietest sound an Insured Person can hear is louder than 90 decibels when tested by a qualified audiologist.

17. Loss of intellectual capacity

Total and permanent loss of ability to remember, reason, perceive, understand, express and give effect to ideas.

18. Loss of limb

- a. In respect of an arm:
 - i. permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
 - ii. the permanent total loss of functional use of an entire hand or arm.
- b. in respect of a leg:
 - i. physical severance or total loss of functional use above the level of the ankle (talo-tibial joint); or
 - ii. the permanent total loss of use of an entire foot or leg.

19. Loss of sight

Shall be deemed to have occurred:

- a. in both eyes when the Insured Person's name has been added to the government register of blind persons on the authority of a qualified ophthalmic specialist; or
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and the condition is permanent and without expectation of recovery in the opinion of a Qualified Medical Practitioner.

20. Loss of speech

Total and permanent loss of speech without expectation of recovery in the opinion of a Qualified Medical Practitioner

21. Maximum Limit per Insured Person

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

22. Nuclear Agent

Shall mean any fissile material emitting ionising radiation or radioactivity.

23. Paraplegia

Complete paralysis of the lower half of the body including both legs.

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24. Permanent Total Disablement from Usual Occupation

Disablement which has lasted for at least 12 months, which in the opinion of a Qualified Medical Practitioner is beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform their usual occupation.

25. Permanent Total Disablement from Any Occupation

Disablement which has lasted for at least 12 months, which in the opinion of a Qualified Medical Practitioner beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform any gainful occupation for which they are fitted by way of training, education or experience.

26. Personal Belongings

Personal articles which are the property of the Insured Person, or for which they are responsible.

27. Personnel Replacement Expenses

Costs reasonably and necessarily incurred for:

- a. overtime payments and temporary replacement costs:
 - i. in paying overtime; and/or
 - ii. for hiring temporary employees, to cover the work normally undertaken by such Directors, Business Partners or Employees for up to 13 weeks in total;
- b. recruitment costs in finding permanent replacement Directors, Business Partners or Employees including advertising fees, recruitment consultants fees and, joining bonuses of up to one times the annual replacement salary, paid directly to such replacement Directors, Business Partners or Employees;
- c. training costs and expenses in training permanent replacement Directors, Business Partners or Employees to undertake their new roles, including internal and external training.

28. Premises

Any premises occupied by the Policyholder in connection with the Business as advised to the Insurer.

29. Quadriplegia

Complete paralysis of all four limbs.

30. Qualified Occupational Therapist

A specialist who is registered or licensed to practice occupational therapy under the laws of the country in which they practice other than:

- a. an Insured Person; or
- b. a Partner of the Insured Person; or
- c. a member of the immediate family of the Policyholder or Insured Person; or
- d. an Employee or Director of the Policyholder.

31. Rehabilitation Case Management

The managed medical case management services provided by the Insurer to offer a proactive approach to injury management.

32. Rehabilitation Treatment

Clinically evidenced based procedures and therapies including but not limited to: MRI/CT scans, X-rays, physiotherapy and gym based programmes, osteopathy, chiropractic, counselling/CBT, surgical procedures, consultations and podiatry.

33. Remunerated Employment

Any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week for the Policyholder.

34. Terrorism

A violent act or threat of violence carried out by any person or group(s) of persons committed for the purpose of advancing a political, religious, or ideological cause.

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35. Triplegia

Permanent and total paralysis of three limbs.

36. Visitor

Any person, whilst legally in or on the Policyholder's Premises, other than:

- a. an Insured Person; and/or
- b. a Director, Business Partner or Employee of the Policyholder that is not an Insured Person; and/or
- c. a person undertaking a contract for the supply of services to the Policyholder; and/or
- d. a member of the armed forces or police, ambulance, fire brigade or other emergency service, sustaining Bodily Injury in the course of duty.

37. Weekly Wage

The average of the gross weekly amount payable by the Policyholder to the Insured Person as a wage or salary for services provided as set out in the Insured Person's contract of employment, reasonably adjusted to take into account any seasonal fluctuations, overtime or other payments earned by the Insured Person in the thirteen weeks immediately preceding the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement, excluding loans whether repayable or otherwise benefits in kind profit share payments overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the Premium has been based.

38. Working Day

Each complete day of Temporary Total Disablement or Temporary Partial Disablement during which, had it not been for the disablement, the Insured Person would normally have been working or engaging fully in their usual occupation.

Section A - Provisos and Limitations

1. Disappearance

If an Insured Person disappears and after a suitable period of time it is reasonable for the police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death benefit shall become payable subject to a signed undertaking being given by the Policyholder that if the belief is subsequently found to be wrong such death benefit shall be refunded to the Insurer.

2. Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions, the Insurer will consider it as having been caused by an Accident.

3. Known conditions

Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by the Insurer in assessing the level of benefit payable under the Permanent Total Disablement or Permanent Disabling Injuries benefits.

4. Maximum Limit per Insured Person

The total benefit payable in respect of an Insured person for any one Accident shall not exceed the Maximum Limits per Insured Person shown in the Schedule of Benefits.

5. Payment of Benefit under multiple Items

Benefit shall not be payable under more than one of the death, Permanent Total Disablement or Permanent Disabling Injuries benefits in respect of any one Accident. Temporary Total Disablement and Temporary Partial Disablement benefits will be payable in addition to any amount claimed under Permanent Total Disablement or Permanent Disabling Injuries. Benefit shall not be payable under more than one of Hemiplegia, Paraplegia, Hemiplegia and Triplegia in respect of any one Accident.

6. Payment of the death Benefit

In the event of death of an Insured Person who is also the Policyholder, the benefit payable for death will be paid to the estate of such Policyholder.

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7. Death Benefit for Children

The death benefit for a Child is limited to GBP30,000 unless the Child is included in the Policy as an Insured Person, is aged 16 or over and is a Director, Business Partner or Employee of the Policyholder.

8. Limited Benefits over age 75

If a person is aged 75 or over at the date of sustaining Bodily Injury, cover applies only in respect of death or Permanent Disabling Injuries (but only items 1 or 2 in the Scale of Injuries) and is limited to a maximum of GBP200,000 per Insured Person.

9. Application of Benefit Periods of less than a week

Where a period of Temporary Total Disablement or Temporary Partial Disablement is less than a complete week the amount payable for each Working Day shall be an appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the Insured Person prior to the period of Temporary Total Disablement or Temporary Partial Disablement.

10. Limitation of the Permanent Total Disablement Benefit

The Permanent Total Disablement benefit shall not apply to Insured Persons not usually engaged in Remunerated Employment. Any claim where this limitation applies will be dealt with under the Full Scale of Injuries of the Permanent Disabling Injury benefit.

11. Limitation of the Temporary Total Disablement Benefit

The total payable in respect of Temporary Total Disablement Benefit for an Insured Person shall not exceed the Insured Person's Weekly Wage.

12. Limitation of the Temporary Partial Disablement Benefit

The total payable in respect of Temporary Partial Disablement Benefit for an Insured Person shall not exceed 50% of Insured Person's Weekly Wage.

13. Out of Pocket Expenses

In event of Temporary Total Disablement and Temporary Partial Disablement for any Insured Person not in the Remunerated Employment of the Policyholder, the benefit shown in the Policy Schedule shall be limited to Out of Pocket Expenses only. All Out of Pocket Expenses must be submitted to the Insurer along with documentary evidence of the expense.

14. Application of the Aggregate Limit

If the aggregate amount of all benefits payable under this section exceeds the applicable Aggregate Limit, the benefit amount payable for each Insured Person, and each other item of claim, shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by the Insurer in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply overall.

15. Guaranteed Payment of Temporary Total Disablement and Temporary Partial Disablement Benefit

If an Insured Person sustains an Accident for which benefits are payable under Temporary Total Disablement or Temporary Partial Disablement where the period of disablement will be a minimum of 26 weeks, confirmed by a Qualified Medical Practitioner, a payment of 12 weeks benefit will be paid immediately.

Section A - Exclusions

The Insurer will not pay any claim for Bodily Injury or expense which results from or is contributed to by

1. War when the Insured Person is located in their Country of Domicile.

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Section A - Assistance

The Policyholder and Insured Person may call Business Class Assistance for a number of assistance, counselling, advice and information services providing emotional support and practical advice.

Please note that the counselling service and the advice lines are only available to persons resident in the United Kingdom.

If assistance is required at any time, call +44 (0)203 538 7228 and follow the instructions on the Business Class Assistance line.

Using Business Class Assistance

When Business Class Assistance is called the following information will be needed:

- a. the caller's name and the name of their employer, company or organisation;
- b. the contact number and address where the caller can be reached; and
- c. the nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by Business Class Assistance will be covered by this Policy in accordance with the terms and conditions of this Policy.

1. Hospital Transfer

Assistance with the transfer of an Insured Person to a Hospital more than 25 miles away from home at the request of the Policyholder and with the agreement of the Insured Person or his/her Partner or next of kin, the Qualified Medical Practitioner attending the Insured Person and the Insurer's medical advisors.

2. Return Home

Assistance in returning the Insured Person, their Personal Belongings and any portable Business equipment to their home and being prevented from returning there due to physical incapacity lasting 72 hours.

3. Counselling

Identifying and managing stress and stressful situations, crisis counselling, debt counselling, addiction counselling, following death - support and help for the bereaved family and colleagues to cope with the trauma of their loss, support in dealing with the psychological impact of not being able to continue in employment due to injury and providing information and details of organisations which provide face-to-face counselling.

4. Personal Tax advice

General advice on tax issues of a personal nature (but excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). Personal tax advice is only provided in respect of taxes in the United Kingdom.

5. Medical Advice

General medical advice which can be given over the telephone, how to access details of the length of hospital waiting lists, providing details of additional sources of information and societies who specialise in dealing with particular disabilities, information on facilities available through Social Services, advice on how to obtain a second opinion.

6. Bereavement Advice

Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor, advice on how to register death, the duties of the coroner and information on the documents required by the registrar, referral to a funeral director and advice on the practical details.

Section A - Chubb Travel Smart

The Policyholder and/or Insured Persons as appropriate will have access to Chubb Travel Smart services such as:

1. security assistance, live-location based alerts and useful country information;
2. integrated pre-travel eLearning and competency testing for travelling employees on topics including terrorism, health risks, travel preparation and cyber safety;

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3. dedicated online dashboard for risk, HR and insurance managers providing real-time information on travelling employees, including their location and whether they are travelling in high risk areas;
4. alerts and notifications sent directly to employees to help them stay one step ahead of the risks and alter their travel plans accordingly.

For details on how to access Chubb Travel Smart please contact the intermediary who arranged this cover or follow this link:

<https://www.chubb.com/uk-en/marsh.html>

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Section B. Travel

Section B1 – Medical & other expenses

Business Class Assistance is available whenever an Insured Person is on a Journey covered by this Section B1.

The number to call in an emergency is +44 (0)203 538 7228.

If during the Period of Insurance the Insured Person becomes ill or sustains Bodily Injury, or commits suicide or attempts to commit suicide, during a Journey the Insurer will pay the Policyholder up to the amounts shown in the Schedule of Benefits for any one Journey for the following:

1. Medical Expenses

Reasonable and necessary costs incurred outside the Insured Person's Country of Domicile for immediate medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner, Hospital, nursing home, ambulance charges, dental and optical expenses incurred in an emergency or as a result of Bodily Injury, suicide or attempted suicide. Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey. Expenses associated with pregnancy are covered if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics).

- a. Business Class Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- b. Where it is reasonable and practical to do so, the Policyholder must make arrangements for inpatient treatment and/or day surgery only with the involvement and/or agreement of Business Class Assistance.
- c. The Insurer shall cease to cover the Insured Person if they elect to remain in the country where Medical Expenses were first incurred after Business Class Assistance has deemed it to be appropriate to repatriate the Insured Person.

2. Childcare expenses as a result of Hospitalisation or Death

Reasonable additional costs necessarily incurred for childcare expenses as a direct result of the Hospitalisation or Death of an Insured Person during an Insured Journey outside of their Country of Domicile. The maximum benefit payable is specified in the Schedule of Benefits and the Insurer shall only be liable for reasonable expenses incurred during the first 14 days following Hospitalisation or Death.

3. Coma outside of Country of Domicile

If the Insured Person remains in a Coma outside of Country of Domicile up to a maximum of 24 months.

4. Emergency Dental Expenses in Country of Domicile

Unforeseeable emergency dental expenses for the relief of pain incurred within the Insured Person's Country of Domicile and where the Journey is more than 100 miles (160 kilometres) from their normal residence and is for a duration of more than 3 consecutive days involving an overnight stay or an air flight.

5. Hospital Confinement outside of Country of Domicile

Admission to a Hospital outside the Insured Person's Country of Domicile for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner. The amount payable will be doubled for Hospital Confinement on a public or bank holiday in the country where the Insured Person has been admitted.

6. Hotel Confinement outside Country of Domicile

Following a payment for Hospital Confinement outside of Country of Domicile, a daily amount for which the Insured Person is advised by the Qualified Medical Practitioner to remain in their hotel after being discharged from Hospital.

7. Supplementary Travel, Childcare and Accommodation Expenses

Reasonable additional costs necessarily incurred for:

- a. travel and accommodation of up to three relatives, friends or close Business associates who on medical advice from

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a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person whilst outside their Country of Domicile; and

- b. the care of Children as a result of the Insured Person's Partner who, on the medical advice of a Qualified Medical Practitioner, is required to travel to or remain with the Insured Person as a result of the Insured Person sustaining Bodily Injury or becoming ill during an Insured Journey outside of their Country of Domicile.

8. Repatriation Expenses

Reasonable costs necessarily incurred in repatriating (or whilst on a Journey within the Insured Person's Country of Domicile returning) the Insured Person to the most suitable Hospital or to the Insured Person's normal residence in their Country of Domicile at the earliest opportunity provided that such repatriation is:

- a. medically necessary; and
- b. organised by Business Class Assistance
- c. not automatically provided by the healthcare system within the Insured Person's Country of Domicile

provided that:

- a. the Policyholder must not make or attempt to make arrangements without the involvement and/or agreement of Business Class Assistance; and
- b. the Policyholder will reimburse the Insurer in respect of all costs incurred in the event of repatriation services being provided by Business Class Assistance in good faith to any person not insured under this Policy.

An Insured Person may also be eligible to claim for Repatriation of Personal Belongings and Business Equipment under Section B2.

9. On-going treatment as an in-patient following repatriation

If, in the 12 months immediately following repatriation to their Country of Domicile the Insured Person requires on-going medical treatment as an in-patient for the same Injury or illness, the Insurer will pay the Policyholder in respect of reasonable Medical Expenses necessarily incurred and arranged by Business Class Assistance. The Insured Person will normally be admitted to a NHS hospital or local equivalent for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of Business Class Assistance, a NHS hospital or local equivalent cannot facilitate the Insured Person or provide the treatment within a reasonable period of time.

10. Search and Rescue Expenses

If an Insured Person is reported as missing outside of their Country of Domicile and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- a. it is known or believed that the Insured Person may have sustained Bodily Injury or suffered illness; or
- b. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining Bodily Injury or suffering illness,

the Insurer will pay the Policyholder in respect of the necessary and reasonable costs incurred by Business Class Assistance and/or levied by recognized rescue or police authorities in searching for such Insured Person and for bringing them to a place of safety provided that:

- a. all reasonable local safety advice and precautions have been obtained and followed;
- b. Business Class Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim;
- c. where it is reasonable and practical to do so, the Policyholder must make arrangements for search and rescue only with the involvement and/or agreement of Business Class Assistance;
- d. expenses are only payable for the Policyholder's proportion of the search and rescue operation;
- e. costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable;
- f. a written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to the Insurer in the event of a claim.

11. Repatriation of Mortal Remains

Reasonable additional costs in the event of death to repatriate the Insured Person's body or ashes and Personal Belongings to their Country of Domicile and for funeral expenses incurred provided that such repatriation is organised by Business Class Assistance.

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12. Pet care as a result of hospitalisation

If whilst on a Journey an Insured Person is hospitalised as an in-patient which results in a delayed return for more than 24 consecutive hours at the end of the original pre-booked Journey, the Insurer will pay up to the amount shown in the Schedule of Benefits for the additional costs incurred for additional domestic cattery and kennel fees for pets owned by the Insured Person.

13. Dental Expenses on return to Country of Domicile

If an accident occurs during a Journey outside the Insured Persons Country of Domicile which results in Dental Injury the Insurer shall indemnify the Policyholder for the benefit of the Insured Person for reasonable expenses necessarily incurred within the Country of Domicile of the Insured Person and on the advice of a Qualified Medical Practitioner incurred within one calendar month of the return of the Insured Person to their Country of Domicile with the prior consent of the Insurer. The maximum expenses payable shall not exceed GBP3,000.

If a claim is made under this section then no claim will be payable under Section A4 Dental Expenses.

Section B1 – Exclusions

Journeys not covered:

1. any Journey taken against the advice of a Qualified Medical Practitioner;
2. where the purpose of the Journey is to receive medical treatment or advice; or
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.

For Journeys that are covered, the Insurer shall not be liable for:

1. any expenses which are recovered from any national insurance programme in connection with any claim; or
2. any expenses incurred 24 months after;
 - a. emergency repatriation to the Country of Domicile in respect of expenses of on-going medical treatment as an in-patient; or
 - b. the time of the incurring of the first expense in respect of other expenses.

Section B2 – Business Equipment & Personal Belongings

If during the Period of Insurance the Policyholder sustains loss, damage or delay to Business Equipment, or there is a loss damage or delay to the Insured Person's Personal Belongings during a Journey the Insurer will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for:

1. Business Equipment

Equipment used primarily for Business purposes, which is the property of the Policyholder, or for which the Insured Person is responsible for and which is taken on or acquired during the Journey by them.

2. Personal Belongings

Personal articles which are the property of the Insured Person, or for which they are responsible, and which are taken on or acquired during the Journey.

3. Personal Belongings Delay

If access is denied to all or part of the Insured Person's Personal Belongings the Insurer will reimburse the Policyholder in respect of sums paid for the purchase of reasonable and essential items of replacement clothing or toilet requisites. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

4. Loss or Delay of Keys

If access is denied to the Insured Person's home or place of work (including safe and alarm keys) or car keys (including leased or hired vehicles) for more than 4 hours after the Insured Person's disembarkation in their Country of Domicile

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on completion of the final leg of their Journey as a result of loss or theft of such keys occurring outside their Country of Domicile, or delay of Personal Belongings containing such keys, the Insurer will pay the Policyholder up to the amount shown in the Schedule of Benefits for reasonable and necessary costs incurred for:

- a. having such keys or spare keys couriered to the Insured Person; or
- b. reasonable costs of travel to obtain spare keys; or
- c. locksmiths charges in gaining access and/or replacing locks damaged in gaining access to the Insured Person's home, place of work or car and the reprogramming of remote control car keys.

5. Repatriation of Personal Belongings and Business Equipment

Up to the limit specified in the Schedule of Benefits towards the cost of repatriating the Insured Person's Personal Belongings or Business Equipment to their Country of Domicile in the event that the Insured Person is required to be repatriated for medical reasons or following their death.

6. Mobility Extension

If during a Journey an Insured Person's wheelchair, Prosthesis or mobility aid is lost, damaged, stolen or destroyed resulting in a valid claim, the Benefit Amount for such items is increased to maximum of GBP30,000.

Section B2 - Basis of settlement

1. On the happening of any loss or damage the Insurer shall be entitled:
 - a. to take and keep possession of any article and to deal with salvage in a reasonable manner; and/or
 - b. at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or destruction of any article of Personal Belongings or Business Equipment the basis of settlement shall be the cost of replacing the article as new provided that:
 - a. the replacement article is substantially the same but not better than the original article when new; and
 - b. the receipt for the replacement item is provided.
3. In the event of total loss or destruction of an Insured Person's wheelchair, Prosthesis or mobility aid the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same as the original article.

Section B2 - Exclusions

The Insurer shall not be liable for:

1. any item of Personal Belongings (other than items covered under the Mobility Extension) valued at more than GBP2,000 unless the Policyholder bears the first 25% of any amount in excess of GBP2,000 up to the replacement value of the item or the amount shown in the Schedule of Benefits if less.
2. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not). This Exclusion shall not apply to an Insured Person's motorised wheelchair.
3. loss or damage due to:
 - a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
 - b. inherent mechanical or electrical failure, breakdown or derangement; or
 - c. any process of cleaning, restoring, repairing or alteration.
4. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained.
5. loss due to confiscation or detention by customs or any other authority.
6. loss or damage to Business Equipment more specifically insured under any other insurance policy.
7. loss of Money.

Section B3 - Money

If during the Period of Insurance and whilst on a Journey the Insured Person suffers loss or theft of Money, financial loss as the result of being liable for payment of a Rental Vehicle excess, fraudulent or coerced use of cheque, credit, debit or charge

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cards, loss theft or damage to travel documents, or suffers financial loss as a result of being a victim of Identity Theft or Express Kidnapping, the Insurer will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for:

1. Money

Coins or bank notes (cash), postal or money orders, signed travellers' cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only. Foreign currency and travellers' cheques purchased for a Journey are covered from the time of collection or 120 hours prior to departure whichever occurs last and up to 120 hours after completion of the Journey or until deposited or cashed, whichever occurs first.

2. Rental Vehicle Excess

The Insurer will pay the Policyholder up to the amount shown in the Schedule of Benefits per incident (and GBP25,000 during the Period of Insurance) if an Insured Person is legally liable to pay for an excess or deductible amount stated in a Rental Vehicle insurance policy following loss by theft, collision or damage to a Rental Vehicle during the Period of Insurance on a Journey.

3. Financial Card and Cheque Misuse

Fraudulent or coerced use of an Insured Person's cheque, credit, debit or charge cards by any person other than the Insured Person, a member of the Insured Person's family or another Employee.

4. Travel Documents

Fees to replace an Insured Person's passport, visa, essential travel document or driving licence and any reasonable travel and accommodation expenses necessarily incurred in obtaining such replacements.

5. Identity Theft Expenses

Loss or expenses incurred as a result of the theft of an Insured Person's Identity Documents whilst on a Journey which results in the Insured Person being the victim of Identity Theft and causing:

- a. Reasonable Legal Expenses;
- b. the Insured Person's loss of Earnings, up to a maximum of GBP1,000 per event, during the 12 months following making a claim under this extension attributed to the time taken from work solely as a result of the Insured Person's efforts to correct their financial records that have been altered due to the Identity Theft;
- c. the Insured Person's legal obligation, which the Credit Account or bank holds them liable for, to pay a creditor for a charge or withdrawal not authorised by the Insured Person in connection with a Credit Account or bank account opened in the Insured Person's name without their authorisation as a result of the Identity Theft; and
- d. Miscellaneous Expenses.

Provided that:

- a. a police report is filed within 48 hours of discovering the Identity Theft;
- b. the Insured Person, and Policyholder where applicable, informs credit/debit/charge card issuers as soon as practically possible in the event of loss/theft of credit/debit/charge cards;
- c. prior notification and agreement is obtained from the Insurer before any Reasonable Legal Expenses are incurred;
- d. all reasonable and prudent action is taken by the Policyholder or the Insured Person to prevent additional loss following an Identity Theft;
- e. in connection with any claim for Identity Theft Expenses the Insurer shall be permitted to inspect the Insured Person's financial records and the Insured Person must provide:
 - i. verification from the relevant financial institution in relation to any claim for a charge or withdrawal not authorised by the Insured Person;
 - ii. proof that it was necessary to take time away from the Insured Person's work if they make a claim for loss of Earnings following unpaid leave.

The aggregate limit payable for Identity Theft Expenses is GBP10,000 for all claims arising during the Period of Insurance.

6. Express Kidnapping

If an Insured Person is the victim of Express Kidnapping the Insurer will pay the Policyholder up to the amount shown in the Schedule of Benefits for any financial loss incurred directly as a result of Express Kidnapping.

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Section B3 – Definitions

Credit Account

any credit arrangements from a financial institution for personal use, such as a credit card account or a car, home or personal loan account.

Earnings

the amount payable by the Policyholder to the Insured Person as a wage or salary for services provided as set out in the Insured Person's contract of employment net of income tax and national insurance or local equivalents, excluding seasonal fluctuations, overtime, bonus, or other payments, loans whether repayable or otherwise, benefits in kind, profit share payments, expenses payments and/or dividends.

Express Kidnapping

the wrongful abduction and detention of an Insured Person against their will or by deception by a person or group for the purpose of obtaining cash directly from the Insured Person by way of fraudulent or coercive use of a financial card.

Identity Documents

papers or other items containing reference to the Insured Person's identity including, but not limited to passport; visas, entry permits, travel tickets, travellers and other cheques, driver's licence; credit, debit and bank cards; share certificates; birth certificate; financial institution account details; insurance documents; utilities account details; membership numbers of professional associations.

Identity Theft

the unauthorised, fraudulent, dishonest or unlawful use of the Insured Person's personal details.

Miscellaneous Expenses

- a. the cost of re-filing applications for Credit Accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of the Identity Theft;
- b. the cost of obtaining legal copies of documents related to the Insured Person's Identity Theft, long distance telephone calls and certified mail reasonably incurred as a result of the Insured Person's efforts to report the Identity Theft or to correct their financial and credit records that have been altered as a result of the Identity Theft;
- c. the cost of contesting the accuracy or completeness of any information contained in the Insured Person's credit history or credit reports as a result of the Identity Theft;
- d. the cost of a maximum of 4 credit reports from an entity approved by the Insurer. The credit reports shall be requested when a claim is made.

Reasonable Legal Expenses

legal expenses incurred;

- a. to resolve any dispute arising as a result of Identity Theft;
- b. in connection with the re-submission of applications for loans, grants and other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft;
- c. in the defence of any legal action against the Insured Person by a creditor or collection agency for non-payment of goods or services or default on a loan resulting from Identity Theft;
- d. to remove any civil or criminal judgment wrongfully entered against the Insured Person as a result of Identity Theft.

Rental Vehicle

any vehicle rented by an Insured Person under a licensed rental vehicle agreement, during a Journey and from a company licensed to rent vehicles.

Section B3 – Exclusions

The Insurer shall not be liable for:

1. any loss of cash in excess of GBP2,500 unless the Policyholder bears the first 25% of any amount in excess of GBP2,500 up to the value of the cash loss or the amount shown in the Schedule of Benefits if less;

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2. loss or theft of a financial card or cheque and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities as soon as reasonably possible;
3. loss, theft or damage to travel documents more than 120 hours prior to departure of the Journey
4. loss as a result of Express Kidnapping not reported to the police authorities within 48 hours of the Insured Person's release;
5. loss due to confiscation or detention by customs or any other authority;
6. loss or damage to a Rental Vehicle caused deliberately by the Insured Person;
7. loss or damage to a Rental Vehicle arising out of failure to maintain the Rental Vehicle according to manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental;
8. loss or damage to third party property or injury to any person;
9. loss or damage arising out of operation of the Rental Vehicle in violation of the terms of the rental agreement or of the insurer under the insurance policy applicable to the Rental Vehicle;
10. Identity Theft Expenses for:
 - a. any expenses submitted to the Insurer more than 12 months from the time the Identity Theft was originally reported to the Insurer;
 - b. any Identity Theft Expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by the Policyholder or an Insured Person or any person acting with the Policyholder or an Insured Person, or by any authorised representative of the Policyholder or an Insured Person, whether acting alone or in collusion with others.

Section B4 - Disruption

If during the Period of Insurance a Journey is delayed, cancelled, altered or curtailed, or the Insured Person has to be replaced, all as a direct result of any cause outside of the Policyholder's or Insured Person's control the Insurer will pay the Policyholder for reasonable and necessary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey for:

1. Cancellation

Loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

2. Alteration of Itinerary or Curtailment

Loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and additional sustenance, travel and accommodation expenses.

3. Rearrangement

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.

4. Replacement

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

5. Petcare following a delay of more than 24 hours

If the return home departure of the aircraft, sea vessel or pre-booked publicly licenced transportation in which an Insured Person has arranged to travel as part of the original booked Journey is delayed for more than 24 hours from the departure time indicated by the carrier the Insurer will pay the Policyholder up to the amount shown in the Schedule of benefits for the additional costs incurred in respect of additional domestic cattery or kennel fees for pets owned by the Insured Person.

6. Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier, the Insurer will pay the amounts shown in the Schedule of Benefits. No benefit shall be payable for delays of less than 4 hours. For delays of 4 hours or more the benefit payable shall be GBP200 for the first 4 hours and GBP75 per hour thereafter up to a maximum overall benefit of GBP2,450.

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7. Seat Bumping

If an Insured Person's trip is delayed for at least 4 hours due to being unable to travel on any pre booked publicly licenced scheduled flight during any leg on the Journey solely as a result of such seat being unavailable due to overbooking by the airline or carrier, the Insurer will pay the amounts shown in the Schedule of Benefits until the airline or carrier has provided an alternative flight booking provided that:

- a. a signed statement is obtained from the carrier or airline confirming that the Insured Person is not travelling on the flight and on the seat reserved solely as a result of the seat being unavailable due to overbooking by such airline or carrier;
- b. the Insured Person has complied with the carrier's terms of carriage and minimum connecting and/or check in times (or if not published allowed a minimum of 3 hours for international flights and one and a half hours for domestic flights);
- c. the amount the Insurer will pay will be reduced by any amount of compensation or payment made to the Insured Person by the airline in respect of the same event;
- d. No benefit shall be payable for delays of less than 4 hours. For delays of 4 hours or more the benefit payable shall be GBP200 for the first 4 hours and GBP75 per hour thereafter up to a maximum benefit of GBP2,450.

8. Natural Hazard

If during the Period of Insurance a Journey is delayed, cancelled, altered or curtailed all as a direct result of a natural hazard (i.e. a naturally occurring flood, tornado, hurricane, tsunami, volcanic eruption, earthquake, sandstorm, landslide or wildfire) the Insurer will pay the Policyholder for reasonable and necessary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey for Cancellation, Alteration of Itinerary or Curtailment, Rearrangement and Travel Delay.

9. Detention

If during a Journey an Insured Person is detained for more than 24 hours by any legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling, the Insurer will pay the Policyholder up to the amount shown in the Schedule of Benefits for each 24 hour period of detention, for up to 30 days.

10. Pest control and fumigation

If within 30 days of an Insured Person returning from an Insured Journey their home is uninhabitable following an infestation by insects or spiders which have been accidentally acquired outside their Country of Domicile, the Insurer will pay up to the limit specified in the Schedule of Benefits for a pest control contractor to carry out the extermination of insects or spiders.

11. Seat Downgrade - Medical Condition

If an Insured Person's trip is delayed for at least 4 hours due to being unable to travel in their booked seat on any pre booked publicly licenced scheduled flight during any leg on the Journey solely as a result of:

- a. their booked seat being downgraded to a lower class due to overbooking by the airline or carrier, and
- b. the Insured Person having a medical condition which necessitates them travelling in the original class of seat the Insurer will pay a benefit of GBP100 provided that:
 - a. a signed statement is obtained from the carrier or airline confirming that the Insured Person is not travelling on the flight and on the seat reserved solely as a result of the seat being downgraded due to overbooking by such airline or carrier;
 - b. the Insured Person has complied with the carrier's terms of carriage and minimum connecting and/or check in times (or if not published allowed a minimum of 3 hours for international flights and one and a half hours for domestic flights);
 - c. the amount the Insurer will pay will be reduced by any amount of compensation or payment made to the Insured Person by the airline in respect of the same event.

12. Quarantine Extension

If during the Period of Insurance a Director or Employee specified as an Insured Person is required by regulation or legislation to quarantine upon return from a Journey outside their Country of Domicile, the Insurer will pay for reasonable and necessary additional travel and accommodation costs up to a maximum of GBP 1,750. The maximum amount payable under this Policy during any one Period of Insurance for this extension shall be limited to GBP10,000.

This benefit will only become payable if the quarantine regulations or legislation are announced and implemented after the departure date of the outward leg of the Insured Person's Journey.

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This extension shall only apply to Journeys in connection with the Business of the Policyholder.

More serious causes of disruption will be dealt with under Section B5 – Serious Disruption.

Section B4 – Definition

Regulation

Any rule which has the force of law through primary or secondary legislation that restricts or regulates movement, travel or overnight stays away from home, or that imposes border entry restrictions, and which is validly made by any public authority or government (whether the public authority or government is located in the departure country, destination country or Country of Domicile).

Section B4 – Basis of settlement

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, the Insurer shall be entitled to deduct the value of the unused portion from any claim for Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement the Insurer shall pay the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits for any one Journey.

Section B4 – Exclusions

Journeys not covered:

1. any taken against the advice of a Qualified Medical Practitioner;
2. where the purpose of the Journey is to receive medical treatment or advice;
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.

For Journeys that are covered, the Insurer shall not be liable for:

1. expenses incurred as a result of the use by an Insured Person of non-prescribed drugs which cannot be legally obtained from a pharmacy;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Policyholder;
3. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue to travel;
4. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 calendar days of the commencement of a pre-booked Journey;
5. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced;
6. any expenses incurred as result of adverse changes in the Policyholder's financial circumstances;
7. any costs incurred (other than the amount payable for Detention) as a result of any Regulation which impacts the Journey and is in force at the time the original Journey was booked unless the Regulations or order are made as a direct result of a Natural Hazard;
8. any additional costs incurred (other than the amount payable for Detention) as a result of changes made to the pre-booked Journey during the period a Regulation is in force; unless the Regulations or order are made as a direct result of a Natural Hazard;
9. any expenses incurred as a result of Political Intervention, Natural Disaster, Hijack, Kidnap or a Life-threatening situation;

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10. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche 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 Journey was booked;
11. applicable to Travel Delay:
 - a. any delay where the Insured Person failed to:
 - i. check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
 - ii. obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
 - b. withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country, unless the orders or recommendations are made as a direct result of Natural Hazard;
 - c. the Policyholder cancelling the Journey and being able to claim for Cancellation;
12. applicable to Seat Bumping:
 - a. any claim arising as a result of the Insured Person voluntarily giving up their seat on a flight;
 - b. any claim arising where the Insured Person has failed to:
 - i. take all reasonable steps to comply with the carrier's terms of carriage; and
 - ii. allow sufficient time to arrive at the airport with reasonable expectation of meeting the carrier's scheduled check in time.
13. any Detention where the Insured Person has violated the laws or regulations of the country where the insured event occurs, or is due to any fraudulent, dishonest or criminal act committed or attempted by the Insured Person.

Section B5 - Serious disruption

Cover under this section only applies when Business Class Assistance have been notified of an emergency, as a direct result of a cause specified below, and have agreed to provide their services. Less serious causes of disruption will be dealt with under Section B4 - Disruption.

The network of Business Class Assistance offices is available whenever an Insured Person is on a Journey covered by this section.

The number to call in an emergency is +44 (0)203 538 7228.

If during the Period of Insurance a Journey outside of the Insured Person's Country of Domicile is disrupted due to:

Political Intervention

- a. the Government of the United Kingdom of Great Britain and Northern Ireland issuing travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
- b. any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling;
 - i. declaring a state of emergency necessitating immediate evacuation; or
 - ii. formally recommending or instructing that certain categories of person, including Insured Person, should leave that country or region for safety reasons.
 - iii. seizing, confiscating or expropriating the Policyholder's property and/or the Insured Person's property

Natural Disaster

any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling:

- a. declaring a state of emergency necessitating immediate evacuation; or
- b. formally recommending or instructing that certain categories of person, including the Insured Person, should leave that country or region; or

Hijack

the unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling; or

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Kidnap

the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of extortion/ransom monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap; or any other

Life-threatening situation

a situation where the security specialists appointed by Business Class Assistance agree that the Insured Person's life is in danger.

The Insurer will pay the Policyholder for reasonable and necessary costs and expenses incurred on their behalf by Business Class Assistance and for Security Specialists Costs up to the amounts shown in the Schedule of Benefits for:

1. Evacuation, Alteration of Itinerary or Curtailment

- a. additional accommodation, transportation, sustenance and other expenses (including salary costs of the Insured Person paid by the Policyholder), incurred during the first 30 calendar days of disruption, to evacuate the Insured Person to their Country of Domicile or to the nearest place of safety; or,
- b. additional travel and accommodation expenses, incurred during the first 30 calendar days of disruption, where it is not possible to evacuate the Insured Person; and,
- c. loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.

2. Rearrangement

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.

3. Replacement

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

4. Business Disruption following Hijack or Kidnap

An automatic daily benefit payable during a period of disruption due to Hijack or Kidnap to contribute towards business expenses.

5. Payment or Loss of Extortion or Ransom Monies or Expenses

- a. the consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an extortion, to a person believed to be responsible for the Kidnap or extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments; or
- b. loss due to destruction, disappearance, seizure or usurpation while being delivered to a person demanding those monies, by anyone authorized to have custody thereof; and
- c. payments made to a person providing information which leads to the arrest of the individuals responsible for Kidnap or extortion; and
- d. loan costs from a financial institution providing money to be used for the payment of extortion or ransom monies.
- e. the salary paid by the Policyholder to an Insured Person or on behalf of an Insured Person who is the victim of the Kidnap or extortion, until;
 - i. 30 days after the release of the Insured Person from a Kidnap; or
 - ii. discovery of the death of the Insured Person; or
 - iii. 120 days after the Policyholder receives the last credible evidence that the Insured Person is still alive;whichever occurs first, subject to maximum of 60 months from the date of the Kidnap if the Kidnap victim has not been released.
- f. temporary replacement costs reasonably and necessarily incurred by the Policyholder in hiring a temporary employee to perform the duties of an Insured Person who is the victim of a Kidnap, for the duration of such Kidnap and 30 days after release, but not exceeding 60 months in total from the date of such Kidnap.

6. Security Specialist Costs

Costs and expenses incurred by security specialists appointed by Business Class Assistance to provide assistance, investigation and negotiation services.

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Section B5 – Aggregate limits

The maximum that the Insurer will pay for all claims for:

1. Evacuation, Alteration of Itinerary or Curtailment, Rearrangement, Replacement, or Business Disruption following Hijack or Kidnap; and
 2. Payment or Loss of Extortion or Ransom Monies and Expenses; and
 3. Security Specialist Costs,
- arising during the Period of Insurance.

Section B5 – Conditions

1. Business Class Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder and their representatives must not make or attempt to make arrangements without the agreement of Business Class Assistance.
3. The Policyholder will reimburse the Insurer in respect of all costs incurred in the event of repatriation services being provided by Business Class Assistance in good faith to any person not insured under this Policy.
4. Any repatriation or evacuation must be organised by Business Class Assistance who will use the most appropriate method including, if necessary, the appointment of security specialists and the attendance of a security specialist to accompany an Insured Person if required.
5. The security specialists appointed by Business Class Assistance shall take over and control all Kidnap negotiations on behalf of the Policyholder and no offer, promise or payment shall be made by the Policyholder without the express consent of the Insurer.
6. The Policyholder and their representatives shall make a reasonable effort not to disclose the existence of the Kidnap benefit provided by this section.

Section B5 – Basis of settlement

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, the Insurer shall be entitled to deduct the value of the unused portion from any claim for Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement the Insurer shall pay the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.

Section B5 – Exclusions

The Insurer shall not be liable for:

1. any claim where the Policyholder or their representatives have violated the laws or regulations of the country where the insured event occurs, or is due to any fraudulent, dishonest or criminal act committed or attempted by the Policyholder, their representatives or any person who has custody of any extortion/ransom monies, (this exclusion will not apply to the payment of ransom monies where local authorities have declared such payment illegal).
2. any claim where the Policyholder or their representatives fail to honour any contractual obligation, bond or specific performance condition in a license.
3. any claim where an Insured Person has permanently resided or stayed for more than 180 consecutive days outside of their Country of Domicile.
4. any claim for Kidnap or a Life-threatening Situation due to any unpaid debt, insolvency, financial failure or other financial obligation.
5. any claim for Kidnap of a Child by its Parent or Legal Guardian.
6. any claim for Kidnap where the payment of a claim would cause the Insurer to contravene any laws or regulations.

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7. any amount the Policyholder becomes legally liable to pay as the result of any legal action for damages, including legal costs incurred by the Policyholder in defence of such action, as the result of alleged negligence or incompetence.
8. any amount, property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the Policyholder or their representatives.
9. any loss incurred where:
 - a. prior to the commencement of the Journey, warnings were issued by Business Class Assistance or the Government in the Insured Person's Country of Domicile not to travel to the intended country or region; and/or
 - b. after commencement of a Journey, warnings to leave or evacuate had been given by Business Class Assistance or the Government in the Insured Person's Country of Domicile or any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling, and such warnings had not been heeded.

Section B6 - Personal liability

If the Insured Person becomes legally liable to pay damages in respect of:

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
2. accidental loss of or damage to material property,

occurring during the Period of Insurance and arising out of a Journey, the Insurer will pay the Policyholder for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount shown in the Schedule of Benefits.

The Insurer will also pay in connection with liability to which this Section applies:

1. all costs and expenses recoverable by a claimant from the Insured Person;
2. all costs and expenses incurred with the written consent of the Insurer;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction, except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount shown in the Schedule of Benefits.
4. reasonable travel and accommodation expenses necessarily incurred for an Insured Person to attend court in connection with an action arising under this section up to GBP1,000.

Section B6 - Conditions

1. No admission, offer, promise or indemnity shall be made without the consent of the Insurer which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
2. Every letter, claim, writ, summons and process shall be forwarded to the Insurer on receipt.
3. Written notice shall be given to the Insurer immediately there is notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
4. The Insurer may at any time pay to the Policyholder in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
5. The Policyholder or their representatives shall give all information or assistance as the Insurer may require and observe fulfil and be subject to the terms, conditions and exclusions of this section.

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Section B6 – Exclusions

The Insurer shall not be liable for:

1. Liability in respect of bodily injury to any person who is under a contract of service or apprenticeship with the Policyholder when such injury arises out of and in the course of their employment by the Policyholder; or
2. Liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. Liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
 - b. aerospace device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft whilst used on inland waters) or the loading or unloading of such craft or vessel; or
 - c. firearms (other than sporting guns).
4. Liability in respect of bodily injury loss or damage arising directly or indirectly in connection with:
 - a. the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of a Journey; or
 - b. any wilful or malicious act; or
 - c. the carrying on of any trade, business or profession; or
 - d. activities or volunteer work;
 - i. organised by; or
 - ii when the Insured Person is assigned overseas by; or
 - iii. under the auspices of,a charitable not for profit social or similar organisation, except where there is no other insurance or indemnity available.
5. Any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. Any liability directly or indirectly occasioned by the happening of, through or in consequence of War.
7. Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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Section B7 – Additional covers - Cover for Directors and Additional persons

1. Directors

Directors covered under this section for business travel will also be covered for holiday travel.

2. Additional persons

The following categories of persons are covered by Section B whilst on a Journey during the Period of Insurance subject to the provisos where shown.

Category	Benefits payable and Operative Times	Provisos
Partners and Children of Directors (or Business Partners whose names have been declared and cover agreed by the Insurer) including one member of Domestic Staff.	The same as that for the Director	Directors must be covered under Section B.
Partners and Children of Employees	The same as that for the Employee, provided that the Partner and Children are accompanying the Employee or travelling independently to be with the Employee or returning from such Journey.	Employees must be covered under Section B.
Directors, Business Partners, Employees and accompanying Guests of the Policyholder.	The same as that for Employees whilst on any trip in connection with a Corporate Event involving: a. any travel outside the Country of Domicile, or b. air travel within the Country of Domicile, or c. any travel within the Country of Domicile provided such travel involves an overnight stay away from home or normal place of Business.	If they are not already covered under Section B.
Up to three relatives, or up to two friends or close Business associates of an Insured Person.	The same as that for Employees whilst on any trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	If required to travel or stay with them.
Work Experience Placement	The same as that for Employees whilst on any trip in connection with the Business outside the Country of Domicile including days added for personal reasons.	Employees must be covered under Section B.

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Section B8 – Assistance

The network of Business Class Assistance offices is available whenever an Insured Person is on a Journey or is about to begin a Journey.

If assistance is required at any time, call +44 (0)203 538 7228 and follow the instructions on the Business Class Assistance line.

Using Business Class Assistance

When Business Class Assistance is called the following information will be needed:

1. the caller's name and the name of their employer, company or organisation;
2. the contact number and address where the caller can be reached; and
3. the nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by Business Class Assistance will normally be covered by this Policy. The section of the Policy that is likely to apply is indicated against each item where relevant.

The medical assistance services provided are:

1. 24 hour Service

Multi-lingual staff are available at all times to assist in any emergency.

2. Medical Staff

Qualified doctors and nurses are ready to respond to any emergency and to make sure that the Insured Person receives treatment in the most appropriate facility.

3. Communication

Arranging and monitoring any overseas hospitalisation with the attending local medical attendants. Keeping doctor's, hospital services, the Insured Person's relatives and employer up to date and informed of the situation and progress.

4. Repatriation

If required, repatriation by air ambulance or scheduled flights, depending on the specific circumstances and, if necessary, with a fully equipped medical team in attendance. Arrangements for onward transportation upon return can also be made. Refer to Section B1 for the insurance terms and conditions.

5. Travel Arrangements

If the Insured Person remains in hospital overseas, assisting relatives or a business associate of the Insured Person to be with them by arranging their transport and accommodation. In the event of death, help with returning the body back to the Country of Domicile. Refer to Section B1 for the insurance terms and conditions.

6. Search and Rescue

Co-ordinating with rescue or police authorities to instigate an emergency search and rescue operation where an Insured Person is missing overseas. Refer to Section B1 for the insurance terms and conditions.

7. On-going Medical Treatment

If required, arrangements will be made for the Insured Person to be admitted to a NHS hospital (or local equivalent) for treatment. Refer to Section B1 for the insurance terms and conditions.

8. Paying medical bills

No need for the Insured Person to worry about the costs of treatment or whether they will have to use their own funds.

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Section B - Chubb Travel Smart

The Policyholder and Insured Persons will have access to Chubb Travel Smart services such as:

1. security assistance, live-location based alerts and useful country information;
2. integrated pre-travel eLearning and competency testing for travelling employees on topics including terrorism, health risks, travel preparation and cyber safety;
3. dedicated online dashboard for risk, HR and insurance managers providing real-time information on travelling employees, including their location and whether they are travelling in high risk areas;
4. alerts and notifications sent directly to employees to help them stay one step ahead of the risks and alter their travel plans accordingly.

For details on how to access Chubb Travel Smart please contact the intermediary who arranged this cover or follow this link:

<https://www.chubb.com/uk-en/marsh.html>

Other services are also available both before and during travel

1. Travel Advice

Useful information for the traveller to help prepare for a Journey to another country including health precautions, vaccinations, reciprocal health agreements, business and social customs, political and security situations, visa and entry permit requirements, currency and banking hours, driving restrictions.

2. Security Reports

Customised reports for volatile countries are available upon request which will give security advice tailored to protect the Insured Person during a specific trip. These reports are available within 48 hours of making the request. The Policyholder may receive a maximum of two reports in any given calendar month, thereafter an additional fee will apply.

3. Emergency Evacuation

Making arrangements to evacuate an Insured Person from a country declared unsafe because of the political situation, or a natural disaster. Refer to Section B5 for the insurance terms and conditions.

4. Security

Provision of specialists to make arrangements to extricate an Insured Person from a Kidnap or other Life-threatening situation. Refer to Section B5 for the insurance terms and conditions.

5. Emergency Cash

Advance of emergency funds following loss or theft of cash overseas will be provided when there is a loss of Money and will result in a claim under the Policy. Any amount advanced will be deducted from any subsequent valid claim or otherwise reimbursed to the Insurer. Any fees that occur as a result of using the Business Class Assistance will be repayable. This service does not extend to cover credit cards or debit cards lost or stolen, but advice on cancellation of lost or stolen financial cards or travellers' cheques overseas. Refer to Section B3 for the insurance details.

6. Drugs and Personal Items

Replacement of essential maintenance medication or prescribed drugs, blood and medical equipment or contact lenses or glasses which are unavailable at the Insured Persons overseas location.

7. Luggage and Documents

Help with the tracking of lost luggage, and assistance with the replacement of lost or stolen passport, tickets or other travel documents.

8. Legal

Referral to an Embassy, Consulate or other source if legal consultation is needed, including an English speaking Lawyer.

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9. Business Class Assistance Internet services

To access and register for these services log onto <https://www.chubb.com/uk-en/marsh.html> and follow the link to Business Class Assistance Services. When prompted for a password please enter the last four digits of the Business Class Assistance telephone number (7228).

10. Travel Advice

A wide range of medical, travel advice and safety information to help guide and inform the traveller.

11. Security Updates

After registering for this service, free concise security updates will be e-mailed daily to the Insured Person's inbox for the reminder of the Period of Insurance.

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Section C. Legal Expenses

Section C - Legal expenses

DAS agree to provide the insurance described in this section of the Policy, subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- a. Reasonable Prospects exist for the duration of the claim, in respect of claims under insured incident 1 Bodily injury
- b. the Date of Occurrence of the insured incident is during the Period of Insurance
- c. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Countries Covered, and
- d. the insured incident happens within the Countries Covered.

What DAS Will Pay:

DAS will pay an Appointed Representative, on behalf of the Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- a. the most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is GBP50,000
- b. the most DAS will pay in Costs and Expenses is no more than the amount they would have paid to a Preferred Law Firm. The amount DAS will pay a law firm (where acting as an Appointed Representative) is currently GBP100 per hour. This amount may vary from time to time
- c. in respect of an appeal or the defence of an appeal, the Insured Person must tell DAS within the time limits allowed that they want to appeal. Before DAS pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist
- d. for an enforcement of judgment to recover money and interest due to the Insured Person after a successful claim under this section of the policy, DAS must agree that Reasonable Prospects exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in Costs and Expenses is the value of the likely award.

What DAS Will Not Pay:

- a. In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by DAS.
- b. Any Costs and Expenses incurred before DAS' written acceptance of claim.

Section C - Insured incidents

1. Bodily injury

What is Covered

Costs and Expenses incurred in pursuing a claim following a specific or sudden accident, which causes death or Bodily Injury to an Insured Person.

Please note that DAS will not defend an Insured Person's legal rights, but they will cover defending a counter-claim.

What is Not Covered

Any claim relating to the following:

- a. illness or Bodily Injury that happens gradually
- b. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the Insured Person
- c. clinical negligence

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2. Motor Protection

What is Covered

Costs and Expenses to defend the Insured Person's legal rights if an event leads to them being prosecuted for infringement of road traffic laws or regulations in connection with the ownership or use of any vehicle owned or hired or leased to the Insured Person outside their Country of Domicile.

What is Not Covered

Any claim relating to parking or obstruction offences, or arising in relation to a vehicle being driven by anyone who does not have valid motor insurance.

Section C – Definitions

Certain words in this section have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

1. Appointed representative

The Preferred Law Firm, law firm or other suitably qualified person DAS will appoint to act on behalf of the Insured Person.

2. Costs and expenses

- a. All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.
- b. The costs incurred by opponents in civil cases if the Policyholder or Insured Person has been ordered to pay them, or they are paid with the agreement of DAS.
- c. Reasonable travel and accommodation expenses necessarily incurred for an Insured Person to attend court in connection with an action arising under this section.

3. Countries covered

- a. For insured incident 1 Bodily injury: Worldwide
- b. For all other insured incidents under this section: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey and the United Kingdom of Great Britain and Northern Ireland.

4. DAS Standard Terms of Appointment

The terms and conditions (including the amount DAS will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed Representative the amount is currently GBP100 per hour. This amount may vary from time to time.

5. Date of occurrence

- a. For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)
- b. For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.

6. Preferred law firm

A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with claims and must comply with DAS' agreed service standard levels, which are audited regularly. They are appointed according to the DAS Standard Terms of Appointment.

7. Reasonable prospects

For civil cases, the prospects that the Insured Person will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a Preferred Law Firm on DAS' behalf, will assess whether there are Reasonable Prospects.

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Section C – Conditions

1. Legal representation

- a. On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm as the Insured Person's Appointed Representative to deal with the claim. The Preferred Law Firm will try to settle the claim by negotiation without having to go to court.
- b. If the appointed Preferred Law Firm cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Policyholder or Insured Person may choose a law firm to act as the Appointed Representative.
- c. If a law firm is chosen as an Appointed Representative which is not a Preferred Law Firm, DAS will give the chosen law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most DAS will pay is the amount they would have paid if the law firm had agreed to the DAS Standard Terms of Appointment. The amount DAS will pay a law firm (where acting as the Appointed Representative) is currently GBP100 per hour. This amount may vary from time to time.
- d. The Appointed Representative must co-operate with DAS at all times and must keep them up to date with the progress of the claim.

2. Responsibilities of Insured Persons

- a. Insured Persons must co-operate fully with DAS and the Appointed Representative.
- b. Insured Persons must give the Appointed Representative any instructions that DAS ask for.

3. Offers to settle a claim

- a. An Insured Person must tell DAS if anyone offers to settle a claim and must not negotiate or agree to a settlement without DAS' written consent.
- b. If an Insured Person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further Costs and Expenses.
- c. DAS may decide to pay an Insured Person the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances an Insured Person must allow DAS to take over and pursue or settle a claim in their name. An Insured Person must also allow DAS to pursue at their own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give DAS all the information and help they need to do so.

4. Assessing and recovering costs

- a. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.
- b. An Insured Person must take every step to recover Costs and Expenses and court attendance expenses that DAS have to pay and must pay DAS any amounts that are recovered.

5. Cancelling an Appointed Representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the cover DAS provides will end immediately, unless DAS agree to appoint another Appointed Representative.

6. Withdrawing cover

If an Insured Person settles or withdraws a claim without the agreement of DAS, or does not give suitable instructions to the Appointed Representative, DAS can withdraw cover and will be entitled to reclaim any Costs and Expenses they have paid.

7. Expert opinion

DAS may require the Policyholder or Insured Person to get, at their own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the Policyholder or Insured Person and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Policyholder or Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

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8. Arbitration

If there is a disagreement between the Policyholder and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure and the Policyholder is a small business, the Policyholder can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the Policyholder and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

The Policyholder must:

- a. keep to the terms and conditions of this policy
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything DAS ask for, in writing, and
- e. report to DAS full and factual details of any claim as soon as possible and give them any information they need.

10. Fraudulent claims

DAS will, at their discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or they will not pay the claim if:

- a. a claim an Insured Person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of DAS' fraud prevention measures they will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

11. Claims under this policy by a third party

Apart from DAS, the Policyholder is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

12. Other insurances

If any claim covered under this section of the Policy is also covered by another Policy, or would have been covered if this section of the Policy did not exist, DAS will only pay their share of the claim even if the other insurer refuses the claim.

13. Law that applies

This section of the Policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured Person normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this Policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section C – Exclusions

DAS will not pay for the following:

1. Late reported claims

A claim where the Policyholder or Insured Person has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or DAS consider their position has been prejudiced.

2. Costs DAS have not agreed

Costs and Expenses incurred before DAS' written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders the Insured Person or Policyholder to pay.

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4. Legal action DAS have not agreed

Any legal action the Insured Person takes that DAS or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders DAS or the Appointed Representative.

5. Defamation

Any claim relating to written or verbal remarks that damage the Insured Person's reputation.

6. A dispute with DAS

A dispute with DAS not otherwise dealt with under condition 8 of this section.

7. Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claim where an Insured Person is not represented by a law firm or barrister.

10. Deliberate acts

Any insured incident deliberately or intentionally caused by an Insured Person

Section C – Assistance

Insured Persons can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, DAS may need to arrange a call back depending on the enquiry. To help DAS check and improve their service standards, they may record all inbound and outbound calls. When phoning, please quote the DAS Policy number TV1/5152415 and the name of the insurance provider who sold you the policy.

Eurolaw Legal Advice Service

Call 0330 100 9604 or +44(0)117 927 1809 from outside of the UK

Confidential legal advice over the phone on any personal legal problem, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland, Norway and the United Kingdom of Great Britain and Northern Ireland.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

This service has been arranged via DAS Legal Expenses Insurance Company Limited who will not accept responsibility if the Legal Advice Service is unavailable for reasons they cannot control.

Section C – Data Protection

Data Protection

To comply with data protection regulations DAS are committed to processing the Insured Person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the Insured Person's name, address, date of birth, email address and, on occasion,

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dependent on the type of cover the Insured Person has, sensitive information such as medical records. This is for the purpose of managing the Insured Person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the Insured Person's personal information either directly from them, the third party dealing with the Insured Person's claim or from the authorised partner who sold them the policy.

Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the Insured Person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How DAS will use your information

DAS may need to send the Insured Person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the Insured Person to ask for their feedback, or members of the DAS UK Group. If the Insured Person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the Insured Person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the Insured Person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the Insured Person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the Insured Person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

What is DAS' legal basis for processing your information?

It is necessary for DAS to use the Insured Person's personal information to perform their obligations in accordance with any contract that they may have with the Insured Person. It is also in DAS' legitimate interest to use the Insured Person's personal information for the provision of services in relation to any contract that they may have with the Policyholder.

How long will your information be held for?

DAS will retain the Insured Person's personal data for 7 years. DAS will only retain and use their personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If an Insured Person wishes to request that DAS no longer use their personal data, please contact DAS at dataprotection@das.co.uk.

What are your rights?

The Insured Person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side
Temple Back
Bristol BS1 6NH

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Or via Email: dataprotection@das.co.uk

How to make a complaint

If the Insured Person is unhappy with the way in which their personal data has been processed, the Insured Person may in the first instance contact the Data Protection Officer using the contact details above.

If the Insured Person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
www.ico.org.uk

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Section D. Crisis Management

Section D – Crisis management

If during the Period of Insurance and during the Effective Time or during a Journey an Insured Event occurs, the Insurer will pay the Policyholder up to the amount shown in the Schedule of Benefits for Crisis Consultant fees and costs incurred as a direct result of a Crisis which starts during the Period of Insurance and is reported to the Insurer in accordance with this section.

Any fees, costs and expenses will be incurred by the Crisis Consultant and will be paid by the Policyholder and submitted to the Insurer for reimbursement under this Policy.

Crisis Consultant costs are limited to fees or expenses which are incurred within the Crisis Coverage Period subject to a maximum of GBP100,000 per Crisis, and an Aggregate Limit of GBP100,000.

Section D – Definitions

Certain words in this section have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

1. Adverse Publicity

any negative reporting of an Insured Event in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a Material Interruption.

2. Crisis

any decisive, unstable or crucial time in the Policyholder's affairs or business resulting from an Insured Event that starts during the Period of Insurance and:

- a. has directly caused a Material Interruption; or
- b. has the potential to cause:
 - i. imminent Financial Loss; or
 - ii. Adverse Publicity

for the Policyholder if left unmanaged.

3. Crisis Consultant

the independent crisis consultants previously approved by the Insurer for use by the Policyholder in connection with a Crisis.

4. Crisis Coverage Period

the period of time commencing when the Crisis is first reported to the Insurer and ending not later than 30 days thereafter.

5. Financial Loss

- a. within a 48 hour period, the price per share of the Policyholder's common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the Policyholder lists its common stock; or
- b. a decrease greater than 20% in the consolidated revenues of the Policyholder.

6. Insured Event

- a. an Accident occurring during the Effective Time resulting in Bodily Injury to an Insured Person and resulting in a valid claim under Section A. Injury, Section A1 – Main Benefits
- b. the Insured Person becoming ill or sustaining Bodily Injury during a Journey resulting in a valid claim under Section B, Section B1 – Medical & other expenses

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- c. a Journey being delayed, cancelled, altered or curtailed or an Insured Person being replaced, all as a direct result of any cause outside of the Policyholder's or an Insured Person's control resulting in a valid claim under Section B4 - Disruption
- d. a Journey outside an Insured Person's Country of Domicile being disrupted due to Political Intervention, Natural Disaster, Hijack, Kidnap or any other Life-threatening situation resulting in a valid claim under Section B5 - Serious disruption.

7. Material Interruption

a disruption or break in the continuity of the Policyholder's normal business operations, which:

- a. requires the direct involvement of all of the Policyholder's board of Directors or senior executives and diverts their concentration from their normal operating duties; and
- b. is likely to have a significant negative impact on the Policyholder's revenues, earnings or net worth.

Section D - Conditions

1. Any Crisis arising out of, based upon or attributable to related, continuous or repeated notifications under Sections A Injury, A1 Main Benefits or Section B, Section B1 Medical and other expenses, Section B4 Disruption or Section B5 Serious disruption will be considered a single Crisis.
2. The Policyholder must give notice to the Insurer as soon as reasonably possible but no later than as stated in 3b. below of any Crisis by telephoning Business Class Assistance.

The number to call Business Class Assistance is +44 (0) 203 538 7228.

3. Any event that meets the following conditions must be reported to the Insurer in the time period indicated:
 - a. any event that results in regional or national media coverage (print, radio or television) and relates to an Insured Event, must be reported to the Insurer within 24 hours of the media coverage, if the Insurer has not previously been notified of the event by the Policyholder.
 - b. any event that results in the filing of a claim or litigation against the Policyholder and relates to an Insured Event, must be reported to the Insurer within 48 hours of the claim/litigation filing, if the Insurer has not previously been notified of the event by the Policyholder.

Section D - Provisos and limitations

The Policyholder will bear 20% of the cost of Crisis Consultant Fees which will remain uninsured. The Insurer will reimburse the Policyholder, subject to the Aggregate Limit, after deducting 20% from the amount of the incurred Crisis Consultant costs.

Section D - Exclusions

The Insurer will not pay any claim which results from or is contributed to by:

1. any fraudulent or unlawful act committed by any of the Policyholder's senior executives;
2. any event not reported to the Insurer in the time periods shown under Section D - Conditions.

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