

AON ACADEMIA (OFF SITE) PERSONAL ACCIDENT AND TRAVEL POLICY

Provided that the premium has been paid in the required manner, AIG UK Limited (hereinafter referred to as "the *Company*") will provide the insurance detailed in this policy and *Schedule/Certificate of Insurance* and in any attached memoranda or endorsements for the *Period of Insurance*. This *Policy* will not be in force unless it is signed by a person authorised by the *Company*.

Signed for and on behalf of



Dan Glaser
Managing Director

AIG UK Limited
The AIG Building, 58 Fenchurch Street, London EC3M 4AB

This insurance is underwritten by AIG UK Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). This information can be checked by visiting the FSA website (www.fsa.gov.uk/register). AIG UK Limited is a member of the Association of British Insurers and a member company of American International Group, Inc. Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB.

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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/certificate of insurance*, endorsements or memoranda and are shown in italic print. They are described in the policy definitions and in the definitions within certain sections of the policy.

Child or Children

Any person who is unmarried and under 18 years of age or 23 years of age if in full-time education.

Company

Company means AIG UK Limited

The limit of liability of this policy is the total sum payable by AIG UK Limited. Any sum paid by AIG UK Limited under this policy shall erode the limit of liability of this policy. In no circumstances shall the liability of AIG UK Limited exceed the limit of liability specified in the policy schedule..

Directors

Any person holding the position of director with the *Insured* but excluding non-executive directors unless otherwise agreed in writing with the *Company*.

Employee

Any person under a contract of service or apprenticeship with the *Insured*.

Insured

The insured company, organisation or individual shown in the *Schedule/Certificate of Insurance*.

Insured Person

Any person up to age 75 years shown in the *Schedule/Certificate of Insurance* as being an *Insured Person*. Cover applies until the end of the *Period of Insurance* in which the *Insured Person* attains the age of 75 years or the date upon which the *Insured Person* ceases their employment with the *Insured*, whichever occurs first.

Insured Trip

Any trip which commences during the *Period of Insurance* and is scheduled to last for a maximum duration of twelve months.

Medical Practitioner

Any suitably qualified Medical Practitioner other than:

- a) an *Insured Person*,
- b) a member of the immediate family of the *Insured*,
- c) an *Employee* of the *Insured*.

Operative Time

The period of time during which the *Insured* or an *Insured Person* is covered by this policy (as outlined in the *Schedule/Certificate of Insurance* and described later in this policy wording).

Period of Insurance

The period shown in the *Schedule/Certificate of Insurance*.

Permanent Country of Residence

A country in which an *Insured Person* has resided or intends to reside for a period of 12 months or longer for reasons of employment or self-employment.

Schedule/Certificate of Insurance

The document showing details of the cover the *Insured* has bought.

Scheduled Aircraft

An aircraft which flies from an Internationally recognised airport on a published schedule and which has more than 18 seats.

Sum Insured

The maximum amount of cover up to which the *Insured* or an *Insured Person* can claim.

Trip

An *Insured Trip* covered during the *Operative Time*.

United Kingdom

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

War

War means any activity arising out of or attempt to participate in the use of military force between nations and will include civil war, insurrection, revolution and invasion.

General Policy Conditions

1. Acceptance of Benefit

If the *Company* has paid a claim under this policy and the *Insured* or *Insured Person* has accepted payment then the *Company* will not have to make any further payments for the same claim.

2. Assignment

This policy may not be assigned unless otherwise agreed by the *Company* in writing.

3. Cancellation of Cover

The *Company* can cancel this Policy by giving 30 days written notice to the *Insured* at the *Insured's* last known address.

The *Insured* can cancel this Policy by giving 30 days written notice to the *Company*:

The Specialty Markets Manager, AIG
UK Limited, The AIG Building,

58 Fenchurch Street, London, EC3M 4AB.

If this happens, 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 when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by the *Company* of one third of the annual premium, or if paid monthly one month's premium.

An *Insured Person* has no rights of cancellation under this policy.

4. Claims Evidence

The *Insured* must provide at its own expense all reasonable and necessary evidence (including post-mortem examinations) in support of a claim. An *Insured Person* must undergo any reasonable medical examinations in connection with any claim as the *Company* may require at its own expense

5. Claims Notification

The *Insured* or *Insured Person* must tell the *Company* as soon as possible of any potential claim.

How to give notice and report a claim

Notice of a claim or of circumstances which may result in a claim shall be given in writing to the AIG UK Limited, The Accident & Health Claims Department at 2-8 Altyre

Road, Croydon, CR9 2LG or by fax 020 8680 7204. If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

The *Insured* or the *Insured Person* shall:

- a. give written notice to the *Company* of any potential claim as soon as practicable at the above address; and
- b. provide the *Company* with all requested information and documents and co-operate with the *Company* in all matters relating to the claim and as outlined in the clause 4.

6. Failure to comply with policy conditions

Where the *Insured* or *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, this may prejudice the *Insured* or *Insured Person's* position to recover under any claim.

7. Interest on Benefit Payable

The *Company* will not pay interest on any benefit payable.

8. Law and Jurisdiction

This policy is a contract of insurance between the *Insured* and the *Company*. It will be governed by and construed and interpreted in accordance with the law applying in the country where the *Insured's* registered office is located or place of residence if there is no registered office, and will be subject to the exclusive jurisdiction of the Courts of that country, provided that:

- a. the *Company* has not agreed otherwise at the start date of the policy, and

- b. it is in the *United Kingdom*,

otherwise, the policy will be governed by and construed and interpreted in accordance with the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

9. Notices

Any notice served by the *Insured* or *Insured Person* under this policy must be sent to the following address unless otherwise agreed in writing by the *Company*:

UK Manager

The Accident & Health Department

AIG UK Limited

The AIG Building

58 Fenchurch Street

London

EC3M 4AB

10. Other Interests

No person other than the *Insured* or *Insured Person* is entitled to make a claim under this policy.

11. Other Insurances

If at the time of a claim there is another insurance policy in the *Insured's* name which covers the *Insured* or the *Insured Person* for the same expense or loss, the *Company* will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies, except for Section A items 1 - 6 which are payable in full.

12. Rights of Third Parties

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

13. Reasonable Care

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

14. Premium Payment

The *Insured* will pay premiums as noted on the *Schedule/Certificate of Insurance* and supply information in the form and at frequency required by the *Company*.

15. Information Provided

All certificates, information and evidence required by the *Company* shall be furnished at no expense to the *Company* and shall be in such a form and of such nature as the *Company* may prescribe.

16. Fraud

Any fraud, deliberate dishonesty or hiding information connected with a claim, will make this policy invalid.

If this happens, the *Insured* or *Insured Person* will lose any benefit due to them and they must pay back any benefit that the *Company* has already paid.

If this happens the *Company* will not refund any premiums.

General Policy Exclusions

The *Company* will not pay any claim which results from loss or destruction of or damage to property, loss or expense, legal liability, or any consequential loss directly or indirectly caused by or contributed to by or arising from:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. the *Company* will not be liable for any claim arising out of *War* unless the **War Risks Extension** has been included and shown on the *Schedule/Certificate of Insurance* then the *Company* will not be liable for any claim arising out of *War* in the *United Kingdom* or *Permanent Country of Residence*, or any of the following countries: Iraq, Afghanistan, North Korea, Somalia or Chechnya, unless

Disputes and Complaints

Every effort is made by the *Company* to ensure that the *Insured* or *Insured Person* receives a high standard of service. If the *Insured* or *Insured Person* is not satisfied with the service they have received, they should contact:

In respect of sales and administration related complaints:

The Customer Relations Manager

AIG UK Limited

2-8 Altyre Road

Croydon, CR9 2LG

Email: uk.customer.relations@aig.com

In respect of claims related complaints:

The Accident & Health Claims Manager

AIG UK Limited

2-8 Altyre Road

Croydon, CR9 2LG

The *Insured* should quote their name as shown on the *Schedule/Certificate of Insurance* and their policy number. An *Insured Person* should quote their surname, initials, policy number and

the name of the *Insured* shown on the *Schedule/Certificate of Insurance*.

The *Company* will do its best to resolve any difficulty direct with the *Insured* or *Insured Person*, but if the *Company* is unable to do this to the *Insured* or *Insured Person's* satisfaction they may be entitled to refer any dispute to the Financial Ombudsman Service who will review their case. The address is:

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London E14 9SR

Financial Services Compensation Scheme

The *Company* is covered by the Financial Services Compensation Scheme (FSCS). The *Insured* or an *Insured Person* may be entitled to compensation from the scheme if the *Company* cannot meet its financial obligations. A claim under this contract of general insurance is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information can be obtained upon request by visiting the FSCS website at: www.fscs.org.uk

or by writing to the following address:

Financial Services Compensation Scheme

7th Floor Lloyds Chambers, Portsoken Street,
London, E1 8BN

Section A - Personal Accident

If an *Insured Person* sustains accidental bodily injury during the *Operative Time* which within two years solely and independently of any other cause results in death, disablement or the incurring of *Medical Expenses*, the *Company* will pay the *Insured* or, in the case of *Medical Expenses*, the *Insured* or the *Insured Person* the amount appropriate to the benefit shown in the *Schedule/Certificate of Insurance*.

Definitions Applicable to Section A:

Any One Accident Limit

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Person's* suffering accidental bodily injury in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Deferment Period

The initial period of *Temporary Total Disablement* or *Temporary Partial Disablement* during which the Benefit under Items 5 or 6 on the *Schedule/Certificate of Insurance* is not payable.

Loss of Eye

Permanent and total loss of sight:

- a) in both eyes if the *Insured Person's* name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the *Insured Person* should see at 60 feet.)

Loss of Hearing

Total and permanent loss of hearing.

Loss of Limb

In the case of a leg:

- a) loss by permanent physical severance at or above the ankle or
- b) permanent and total loss of use of a complete foot or leg.

In the case of an arm:

- a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b) permanent and total loss of use of a complete arm or hand.

Loss of Speech

Total and permanent loss of speech.

Medical Expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges connected with a valid claim under Items 1-6 on the *Schedule/Certificate of Insurance*. This will not exceed 15% of any amount paid under Items 1-

4b or 30% under Items 5 or 6, whichever is the greater, up to a maximum of £10,000 per *Insured Person*.

Non-Scheduled Aircraft Accumulation Limit

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Person's* suffering accidental bodily injury in the same aircraft accident (this not being a *Scheduled Aircraft* accident) or series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Permanent Partial Disablement:

A permanent disability benefit payable as a percentage of the *Sum Insured* under Item 4b, shown on the *Schedule/Certificate of Insurance*, depending on the degree of permanent disability. The benefits payable for specific disabilities are:

Permanent severance or permanent total loss of use of:

- a) back or spine (excluding cervical) without cord involvement 40%
- b) neck or cervical spine without cord involvement 30%
- c) shoulder elbow or wrist 25%
- d) hip knee or ankle 20%
- e) foot below the level of the ankle (talo tibular joint) 50%
- f) thumb 20%
- g) one forefinger or big toe 15%
- h) any other finger 10%
- i) any other toe 5%
- j) Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii) of the *Schedule/Certificate of Insurance* or any of the benefits above, up to a maximum of 100% of Item 4b of the *Schedule/Certificate of Insurance*.

Any Permanent Partial Disablement payable under item (j) will be assessed by considering the severity of the disablement in conjunction with the stated percentages for the specific types of disablement mentioned above. The *Insured Person's* occupation will not be a relevant factor.

When more than one form of disablement results from one accident the percentages from each are added together but the *Company* will not pay more than 100% of the *Sum Insured* under Item 4b.

If a claim is payable for loss of or loss of use of a whole part of the body a claim for any component of that part cannot also be made.

Scheduled Aircraft Accumulation Limit

The maximum amount the *Company* will pay in the aggregate under this and any other Policy of Personal Accident Insurance issued by the *Company* in the *Insured's* name in respect of all *Insured Person's* suffering accidental bodily injury in the same *Scheduled Aircraft* accident or series of *Scheduled Aircraft* accidents contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

Temporary Total Disablement

Disablement which prevents an *Insured Person* from carrying out all parts of their usual occupation for the *Insured*.

Condition Applicable to Section A:

If a claim exceeds the *Scheduled Aircraft Accumulation Limit*, the *Non-Scheduled Aircraft Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule/Certificate of Insurance*, the *Company* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule/Certificate of Insurance*.

Provisions Applicable to Section A

1. If an *Insured Person* disappears and after a suitable period of time it is reasonable to believe that death resulted from accidental bodily injury, the benefit as shown in the *Schedule/Certificate of Insurance* will be paid providing the *Insured* signs an agreement that if it later transpires that an *Insured Person* has not died, any amount paid will be refunded to the *Company*.
2. Death or disablement resulting from exposure to severe weather conditions will be considered to have been caused by accidental bodily injury.
3. The benefit under Item 1 will be limited to £7,500 and Item 5 will be limited to £10 for an *Insured Person* who is a *Child*.
4. If an *Insured Person* is not covered under Item 1 the *Company* will not pay for Items 2 - 4b until at least 13 weeks after the date of the accident and the *Company* will only then pay if the *Insured Person* has not in the meantime died as a result of the accident.

5. If an *Insured Person* is covered under Item 1 but the benefit payable is less than for Items 2 - 4b, the *Company* will not pay more than the amount of the death benefit if accidental bodily injury does not immediately result in death until at least 13 weeks after the date of the accident.
6. In respect of Section A only, one benefit is payable to any one *Insured Person* when the same benefit item is payable, when such person is included in one or more categories of *Insured Persons*. The benefit payable will be the highest within the appropriate category.

Exclusions Applicable to Section A

1. The *Company* will not pay any claim which is the result of bodily injury, death, disablement or the incurring of *Medical Expenses* caused by:
 - a) intentional self-injury,
 - b) suicide or attempted suicide,
 - c) flying as a pilot,
2. The *Company* will not pay any Benefit where bodily injury or death, disablement or the incurring of *Medical Expenses* is the result of or is contributed to by:
 - a) sickness or disease (not resulting from accidental bodily injury), or
 - b) any naturally occurring condition or degenerative process, or
 - c) any gradually operating cause.
3. The *Company* will not pay any benefit to an *Insured Person* after the expiry of the *Period of Insurance* during which that *Insured Person* reaches age 75 years.

Section B - Travel

Section B1.1 - Medical and Emergency Travel Expenses

If an *Insured Person* is injured or becomes ill during the *Operative Time*, the *Company* will reimburse the *Insured* or the *Insured Person* for *Medical Expenses* and *Emergency Travel Expenses* reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or illness, up to the *Sum Insured* in the *Schedule/Certificate of Insurance*.

Definitions Applicable to Section B1.1

Emergency Travel Expenses

The additional transport and accommodation expenses (less any possible recovery or saving) incurred by an *Insured Person* and up to two persons who need to travel to, remain with, or escort an *Insured Person*.

Medical Expenses

The costs incurred outside the *United Kingdom*, or an *Insured Person's Permanent Country of Residence*, for medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges. Dental expenses are covered if incurred in an emergency or if they are the result of an injury.

Condition Applicable to Section B1.1

The *Insured* or *Insured Person* must contact AIG Assistance as soon as possible if injury or illness results in the need for in-patient hospital treatment.

Emergency Helpline: +44 208 762 8326 (24 Hour)

Exclusions Applicable to Section B1.1

The *Company* will not be liable for any claim:

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*,
2. where the purpose of the *Trip* is to receive medical treatment or advice,
3. within one month of the expected date of birth if an *Insured Person* is pregnant and injury or illness has resulted from the pregnancy,
4. in excess of £25,000 as a result of an *Insured Person* giving birth,
5. as a result of drug or alcohol abuse by an *Insured Person*,
6. as a result of suicide, attempted suicide or self-inflicted injury,

Section B1.2 - Rescue Expenses

If an *Insured Person* is injured or becomes ill during the *Operative Time*, the *Company* will reimburse the *Insured* or an *Insured Person* for *Rescue Expenses* reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or illness.

Definition Applicable to Section B1.2

Rescue Expenses

The cost of transportation by any suitable means to an appropriate medical facility or to an *Insured Person's* home in the *United Kingdom* or *Permanent Country of Residence* as recommended by the *Company's* appointed medical advisor in conjunction with the local attending *Medical Practitioner*. In the event of death the costs of transportation of the body or ashes and the *Insured Person's* personal effects back to the *United Kingdom* or *Permanent Country of Residence* are covered. The costs of funeral expenses outside the *United Kingdom* or an *Insured Person's Permanent Country of Residence* are covered up to a maximum of £5,000.

Condition Applicable to Section B1.2

The *Insured* or *Insured Person* must contact AIG Assistance as soon as possible if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency rescue otherwise the costs may not be reimbursed.

Emergency Helpline: +44 2087628326(24 Hour).

Exclusions Applicable to Section B1.2

The *Company* will not be liable for any claim :

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*.
2. where the purpose of the *Trip* is to receive medical treatment or advice.
3. within one month of the expected date of birth if an *Insured Person* is pregnant and injury or illness has resulted from the pregnancy.
4. in excess of £25,000 as a result of an *Insured Person* giving birth.
5. as a result of drug or alcohol abuse by an *Insured Person*.
6. as a result of suicide, attempted suicide or self-inflicted injury.

Section B1.3 - Assistance

The network of AIG Assistance offices are available whenever an *Insured Person* travels within the *Operative Time*. If Medical Assistance is required at any time the number to call is:

Emergency Helpline: +44 2087628326(24 Hour)

The Medical Assistance services provided are:

24 hour Service

Emergency telephone lines manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in the procedures of hospitals and clinics worldwide.

Medical Staff

A highly qualified team of medical consultants and nursing staff, on hand at any time to ensure that the most appropriate medical treatment is provided.

Direct Billing

Where appropriate AIG Assistance will arrange direct billing with hospitals and clinics worldwide, relieving an *Insured Person* of the need to use their own cash or credit card.

Air Ambulance

Repatriation by air ambulance or scheduled airline depending on the circumstances of the case and if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will take an *Insured Person* to hospital or home address whenever necessary.

Medical Assistance is only one aspect of the service. AIG Assistance also provides the following:

Travel Advice

Helpful and relevant information to the traveller providing valuable assistance in preparation for the journey, including currency and banking regulations, visa details, health requirements and reciprocal agreements.

Medical Referral and Legal Referral

To a suitable hospital, clinic or dentist for minor treatment. To an Embassy, Consulate or other source if legal consultation is needed, including an English speaking lawyer.

Emergency Medical Supplies

Help locate and send drugs, blood or medical equipment if unavailable locally.

Emergency Message Relay

Passing on messages to family and business associates in an emergency.

Emergency Travel

Liaise with an *Insured Person's* General Practitioner, hospital or relatives and to make arrangements for relatives to visit an *Insured Person* hospitalised or ill abroad, on the

recommendation of the AIG Assistance medical officers and within the constraints of the policy.

Lost Ticket & Baggage Location

Help with replacement of lost or stolen tickets, passport or travel documents and help with locating lost baggage. If required AIG Assistance will help locate and dispatch contact lenses and glasses.

Emergency Cash Advance

Help with replacement of cash which has been lost or stolen overseas.

Port/Airport Assistance

Liaise with carrier and advise if an *Insured Person* has been delayed on the way to departure point and if necessary make onward travel arrangements.

Using AIG Assistance

When AIG Assistance are contacted for assistance, the following information should be provided:

1. The *Insured Person's* name and AIG Assistance card number.
2. The telephone, facsimile or telex number where an *Insured Person* can be reached.
3. The *Insured Person's* address abroad.
4. The nature of the emergency.
5. The name of the *Insured Person's* employer, company or organisation.

In addition, the *Insured* or an *Insured Person* has access to AIG's Web Information Service via:

www.aigassist.co.uk

Valuable medical, travel and safety information can be obtained about travel destinations via Online Country Guides. Personal medical details can be uploaded to the site before travelling for faster reference in an emergency. Password access is via your Policy Number.

Section B1.4 - Legal Expenses

The *Company* will pay to an *Insured Person* up to £50,000 for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages and/or compensation against a third party who has caused bodily injury to, or death or illness of, that *Insured Person* by an incident occurring during the *Operative Time* outside the *United Kingdom*.

Definitions Applicable to Section B1.4

Appointed Representative

A solicitor, firm of solicitors, or any appropriately qualified person, firm or company, appointed to act for an *Insured Person* in accordance with the terms of this Insurance.

Legal Expenses

- a) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Company* in connection with any such claim or legal proceedings.
- b) Any costs payable by an *Insured Person* following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings.
- c) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.

Claims Settlement Conditions Applicable to Section B1.4

1. The *Company's* consent to pay *Legal Expenses* must firstly be obtained in writing. This consent will be given if an *Insured Person* can satisfy the *Company* that:
 - a) there are reasonable grounds for pursuing the legal proceedings and,
 - b) it is reasonable for *Legal Expenses* to be provided in a particular case. The decision to grant consent will take into account the opinion of an *Insured Person's Appointed Representative* as well as that of the *Company's* own advisers. The *Company* may request, at an *Insured Person's* expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, an *Insured Person's* costs in obtaining this opinion will be covered by this insurance.

2. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstances, will be regarded as one claim.
3. If an *Insured Person* is successful in any action, any *Legal Expenses* provided by the *Company* will be reimbursed to the *Company*.

Exclusions Applicable to Section B1.4

The *Company* will not be liable for any:

1. *Legal Expenses* incurred in the defence against any civil claim or legal proceedings made or brought against the *Insured Person*,
2. fines or other penalties imposed by a court of criminal jurisdiction,
3. *Legal Expenses* incurred in connection with any criminal act deliberately or intentionally committed by the *Insured Person*,
4. *Legal Expenses* incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents.
5. claim or circumstance notified more than two years after the incident from which the cause of action arose,
6. *Legal Expenses* incurred by an *Insured Person* making a claim against the *Insured*, the *Company* or any organisation or person involved in arranging this insurance.

Section B1.5 - Personal Liability

The *Company* will indemnify an *Insured Person* for any legal liability incurred by that *Insured Person* during an *Insured Trip* as the result of:

- a) bodily injury, sickness or disease of any person, or
- b) accidental loss or damage to the property of any person,

up to £5,000,000 which is an aggregate limit for all losses under this policy occurring during each *Period of Insurance*.

Provisions Applicable to Section B1.5

1. In addition the *Company* will pay all costs and expenses incurred with the written consent of the *Company* in connection with the defence of any claims against an *Insured Person* which may be the subject of indemnity under this Section.
2. No admission of liability, offer, promise or payment will be made without the written consent of the *Company*.
3. The *Company* will, if it considers it necessary, take over and conduct the defence or settlement of any claim against an *Insured Person* and for that purpose can use the *Insured Person's* name. The

Company can conduct the defence however it sees fit. The *Company* can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.

4. The *Insured Person* will give the *Company* full assistance in defending or prosecuting any claim and will provide the *Company* with any information and documents available to him.

Exclusions Applicable to Section B1.5

The *Company* will not pay for any liability which is the result of:

1. bodily injury to, or sickness or disease of, any person who is under a contract of employment, service or apprenticeship with the *Insured* or an *Insured Person* when injury results from their employment by the *Insured* or an *Insured Person*,
2. liability arising directly or indirectly by or through, or in connection with, any mechanically propelled vehicle, aircraft or watercraft.
3. liability arising directly or indirectly by or through or in connection with:
 - a) the ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence,
 - b) any wilful, malicious or unlawful act,
 - c) the carrying on of any trade, business or profession,
 - d) any racing activity,
4. accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the *Insured* or an *Insured Person* or any of their employees or any member of an *Insured Person's* family or household,
5. liability attaching to the *Insured* or an *Insured Person* under an express term of any contract, unless liability would attach to any *Insured Person* whether the express term existed or not,
6. liability for which payment should be more specifically claimed under any other contract of insurance in the name of the *Insured* or an *Insured Person*,
7. any claim where an *Insured Person* is insane or which results from an *Insured Person* being under the influence of or

affected by drugs (other than drugs taken under the direction of a medical practitioner), alcohol, or solvents,

8. any claim resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

Section B2 - Personal Property

If an *Insured Person* loses, has stolen or damages *Personal Property* during the *Operative Time*, the *Company* will indemnify the *Insured* or an *Insured Person* for the cost of replacement or repair up to the *Sum Insured* in the *Schedule/Certificate of Insurance*.

If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Trip*, the *Company* will reimburse up to £750 towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Company* will deduct the amount already paid for temporary loss from the final payment.

If during the *Operative Time* an *Insured Person* loses or damages their passport, visa, *Money*, travel tickets or other essential travel documents, the *Company* will indemnify the *Insured* or an *Insured Person* for the reasonable and necessary additional travel and accommodation costs of replacing them, up to £1,000.

Definition Applicable to Section B2

Personal Property

Property owned by or in the custody or control of an *Insured Person*.

Exclusions Applicable to Section B2

The *Company* will not pay claims for:

1. Any item valued at more than £1,500 unless the *Insured* or an *Insured Person* bears the first 25% of any amount in excess of £1,500, up to the replacement value of the item or the *Sum Insured* if less.
2. loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported,
3. loss or damage due to:

- a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
 - b) mechanical or electrical failure or breakdown,
 - c) any process of cleaning, dying, restoring, repairing or alteration,
4. loss of *Money* (as defined under Section B3), bonds, negotiable instruments and securities of any kind,
 5. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority,
 6. loss of or damage to vehicles, their accessories or spare parts,
 7. loss of or damage to *Personal Property* sent as freight or under an airway-bill or bill of lading.

Section B3 - Money

The *Company* will indemnify the *Insured* or an *Insured Person* for loss or theft of *Money*, or financial loss suffered as the result of fraudulent use of credit, debit or charge cards during the *Operative Time*, up to the *Sum Insured* in the *Schedule/Certificate of Insurance*.

Definition Applicable to Section B3

Money

Coins, bank or currency notes, bankers drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, travellers cheques, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of an *Insured Person* and are intended for travel, meals, accommodation and personal expenditure only.

Extension Applicable to Section B3

Foreign currency and travelers cheques purchased for a *Trip* are covered from the time of collection or 120 hours prior to departure on the *Trip* whichever occurs last and up to 120 hours after completion of a *Trip* or until deposited or cashed, whichever happens first.

Exclusions Applicable to Section B3

The *Company* will not pay any claim for:

1. any loss of cash in excess of £1,000,

2. loss or theft of a credit card, charge card or cash card unless the *Insured* or an *Insured Person* has complied with all the terms and conditions under which the card was issued,
3. shortages due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value.

Section B4 - Cancellation, Curtailment, Travel Disruption, Replacement & Travel Delay

The *Company* will indemnify the *Insured* or an *Insured Person* up to the *Sum Insured* on the *Schedule/Certificate of Insurance* if a *Trip* during the *Operative Time* has to be cancelled, cut short or altered as a direct result of any cause outside the *Insured's* or *Insured Person's* control. Where the *Trip* has to be cancelled prior to departure the *Company* will pay for all deposits and advance payments in respect of transport and accommodation costs.

Where the *Trip* has to be cut short following departure the *Company* will pay for expenses which:

- a) have been paid or will be payable, or
- b) become payable under contract, or
- c) can not be recovered elsewhere.

When pre-booked travel arrangements in connection with a *Trip* have to be altered following departure, the *Company* will reimburse the *Insured* or an *Insured Person* for the additional costs of travel and accommodation which are not recoverable elsewhere and are necessarily incurred to enable an *Insured Person* to continue the *Trip* or return to the *United Kingdom* or *Permanent Country of Residence*.

Replacement

Where a *Trip* has to be cut short following departure, as a result of any cause outside the *Insured's* or an *Insured Person's* control the *Company* will pay for the additional costs necessarily incurred of travel and accommodation up to the *Sum Insured* shown in the *Schedule/Certificate of Insurance* less any amount recoverable elsewhere:

- a) to return an *Insured Person* to the *United Kingdom* or *Permanent Country of Residence*
- b) to send a replacement to assume the duties of the original *Insured Person*.

Travel Delay

If the departure of the ship, aircraft or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the commencement or completion of a *Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Company* will pay £ 25 per hour in excess of 4 hours delay up to a maximum of £150 to the *Insured* or an *Insured Person*.

Extension Applicable to Section B4

If a *Director* or *Employee* of the *Insured* resigns or has their employment terminated more than 31 days prior to a pre-booked *Trip*, the *Company* will reimburse the *Insured* for all deposits and advance payments in respect of transport and accommodation costs incurred due to the cancellation of the *Trip*, less any expenses recoverable elsewhere.

Exclusions Applicable to Section B4

The *Company* will not pay any claim if the *Trip* is cancelled, cut short or altered as the result of:

1. an *Insured Person* deciding not to travel or, if on a *Trip*, deciding not to continue,
2. pregnancy within one month of expected date of delivery or childbirth,
3. redundancy or resignation of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of a pre-booked *Trip*,
4. redundancy, resignation or the termination of employment of an *Insured Person*, once a *Trip* has started,
5. the *Insured* or an *Insured Person's* financial circumstances,
6. the default of any provider (or their agent) of transport or accommodation, acting for the *Insured* or an *Insured Person*,
7. regulations made by any Public Authority or Government,
8. 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) except where the departure of a ship,

aircraft or train on which the *Insured Person* is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given before the date on which the *Trip* was booked,

9. an *Insured Person* travelling or intending to travel against the advice of a *Medical Practitioner* or for the purpose of obtaining treatment,
10. any claim for cancellation following delay of a ship, aircraft or train, if
 - a) an *Insured Person* fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action, or
 - b) the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body in any country.

Section B5 - Hi-jack, Kidnap, Kidnap for Ransom, Consultants Costs, or Hostage

The *Company* will pay £300 for each complete day that an *Insured Person* is forcibly or illegally detained as the result of a *Hi-jack*, *Kidnap* or being taken *Hostage* which starts during the *Period of Insurance* up to a maximum of £15,000. The *Company* will pay up to a maximum of £50,000 in respect of *Kidnap for Ransom Consultant Costs*.

Definitions Applicable to Section B5

Consultant Costs

Consultant Costs mean reasonable fees and expenses of the *Company's* chosen Consultants incurred during response to a *Kidnap for Ransom*, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants.

Hi-jack

Hi-jack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an *Insured Person* is travelling.

Hostage

Hostage means the detention of an *Insured Person* by a third party who threatens to kill, injure or continue to detain an *Insured Person* in order to compel a state, international organization or person to do or abstain from doing any act.

Kidnap

Kidnap means the seizing, detaining or carrying away by force or fraud of one or more *Insured Persons* (except a *child* by its parent or guardian) by a third party by force or fraud without the consent of an *Insured Person* and without lawful excuse.

Kidnap for Ransom

Kidnap for Ransom means any event or connected series of events of seizing, detaining or carrying away by force or fraud of one or more *Insured Persons* (except a *child* by its parent or guardian) for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

Emergency Helpline: +44 208 762 8326 (24 Hour)

Exclusions Applicable to Section B5 (Kidnap for Ransom Consultants Costs only)

The *Company* will not be liable for any claim that is the result of:

1. The fraudulent, dishonest, or criminal acts of the *Insured*, or any person authorised by the *Insured* to have custody of ransom monies. This exclusion will not apply to the payment of ransom monies by the *Insured* in a situation where local authorities have declared such payment illegal.
2. An *Insured* who has had kidnap insurance cancelled or declined in the past.
3. Any claim for an *Insured Person* within their *Permanent Country of Residence*.
4. Any *Kidnap for Ransom* which occurs in Colombia, Iraq, Nigeria, and Philippines.