



# Group Travel Insurance

**This Certificate is a legal contract between the Assured &/or Insured Person** and Neon Underwriting Limited (herein called the Underwriters). This Certificate and any Schedule, Endorsements and Clauses should be read as if they are one document. The Underwriters acceptance of this risk is based on the information presented to being a fair presentation of the Assured's &/or Insured Persons business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Assured &/or Insured Person to seek insurance. Any reference to the singular will include plural and visa versa. Any reference to any statute or statutory instrument will include modifications or re-enactment thereto. Any heading in this Certificate is for ease of reference only and does not affect its interpretation. Please ensure you examine your documents thoroughly to ensure it meets with your requirements, if not, contact your insurance advisor without undue delay.

**The Underwriters will provide the insurance described in this Certificate** subject to the terms and conditions for the Period of Insurance shown and any subsequent period for which the Assured &/or Insured Person shall pay the Underwriters shall agree to accept the premium.

## **Group Travel**

**Certificate No. STB GT 10367- 1**

**Lineslip Reference: ANG17629731U**

**Period of Insurance from 1<sup>st</sup> March 2018 to 28<sup>th</sup> February 2019 [both dates inclusive]**

**Assured: TSG Interactive Services Limited. (Employees Holiday Travel Scheme)**

**Address: Douglas Bay Complex, King Edward Road, Onchan, Isle-of Man, IM3 1DZ**

**Broker's Ref**

<b>Deposit Premium *</b>	<b>£ Nil</b>
<b>Insurance Premium Tax</b>	<b>£ Nil</b>
<b>Total</b>	<b>£ Nil</b>

**\* Premium adjustable at rates as shown in Certificate Wording.**

**In Witness Whereof this Certificate has been signed on: Date:20 March 2018**

A handwritten signature in black ink, appearing to be 'Les Cooper', written over a circular stamp or seal.

**By: Les Cooper - Director**

## Insuring Clause

**Whereas** the Insured Persons shall from time to time during the Period of Insurance be required to journey beyond the confines of the United Kingdom on the Assured's behalf, which journeys are hereinafter called the "Periods of Travel", **the Insurers agree to pay in accordance with the terms, conditions, provisions, limitations and exclusions hereof** in respect of accident, illness, loss, damage or mishap sustained by or affecting the Insured Persons whilst committed to or engaged upon such Periods of Travel. For the purposes of this Insurance the United Kingdom shall mean England, Scotland, Wales and Northern Ireland.

## INSURED PERSONS

**All Directors and Employees of the Assured who have signed up to the scheme, including Spouse/Partner and Dependent Children (where the appropriate premiums have been paid) up to 25 years of age who are living with Parents or in full time education**

### Section 1 Medical Expenses, Repatriation and Emergency Travel Expenses

£ 10,000,000

### Section 2 Trip Cancellation and Trip Disruption

£ 15,000 any one person (£250,000 any one incident)

### Section 3 Baggage, Delayed baggage and Business Equipment

£ 15,000 (single item limit £3,000)

Business Equipment (Up to maximum £3,000)

### Section 4 Money, Travellers' Cheques, Passports, Travel Documents, Credit Cards and Rental Vehicle Excess

£ 10,000 (cash limit £3,000)

(Rental Vehicle Excess Up to £1,000 any one event £25,000 aggregate limit any one period of Insurance)

### Section 5 Personal Accident

Capital Benefit: £ 50,000

Paraplegia: £50,000 Quadriplegia: £125,000

Hemiplegia: £50,000 Triplegia: £85,000

Weekly Benefit: £Nil

Compassionate Travel Extension

Capital Benefit £30,000

### Section 6 Legal Expenses and Personal Liability

Legal Expenses £50,000

Personal Liability £5,000,000

### Section 7 Hijack, Kidnap and Detention

Consultants Costs Up to £100,000 any one person  
(Maximum £250,000 any one period of Insurance)

Daily Benefit £500 per day (up to maximum 50 days)

### Section 8 Evacuation

Evacuation and Repatriation Costs Up to £50,000

### Section 9 Personal Security Specialists Expenses

Any One Insured Person Up to £10,000

During the Period of Insurance Up to £250,000

### Section 10 Guests and Corporate Event Benefit

Capital Benefit: Up to £25,000

### Holiday Inclusion Clause & Winter Sports Inclusion Clause

Applicable to the following Insured Persons:- **Category A**

### United Kingdom Travel Extension:

Applicable to the following Sections of this Certificate: **2, 3, 4, 5 & 10**

## Endorsements

**IT IS HEREBY NOTED AND AGREED THAT** the geographical limits under this Certificate are deemed to be Worldwide

**IT IS FURTHER HEREBY NOTED AND AGREED THAT** cover under this Certificate **EXCLUDES** all travel to areas of War & Unrest unless declared and Agreed by Underwriter's prior to travelling to such areas.

**Definition of Area of War or Unrest**

Country or Area within a Country where the Foreign and Commonwealth office advise against "ALL" travel.  
[www.fco.gov.uk](http://www.fco.gov.uk)

**Any One Accident / Incident Limit:**

The maximum amount Underwriters will pay in the aggregate under this Certificate in respect of all Insured Persons suffering Bodily Injury following an Accident in the same Accident or series of Accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance.

**Underwriters total liability** shall not exceed in all the following limit: **£10,000,000**

**In the event of any one incident exceeding this figure**, the Underwriters liability in respect of each Insured Person shall be proportionately reduced until their total liability does not exceed said limit

**IT IS FURTHER HEREBY NOTED AND AGREED THAT** where the words "**United Kingdom**" appear in this Certificate wording they are deemed to read "**Country of Residence**" or "**Country of Secondment**".

**IT IS FURTHER HEREBY NOTED AND AGREED THAT** for any Medical Expenses incurred under Special Definition Medical Expenses B (as detailed in the Medical Expenses wording herein), where providing such payment would result in the Insurers contravening any act, law, regulation or legislation applicable within an Insured Person's country of residence.

**Premiums:**

<b>Single</b>	<b>£162.00 + IPT</b>	<b>(£13.50 + IPT per month)</b>
<b>Couple</b>	<b>£228.00 + IPT</b>	<b>(£19.00 + IPT per month)</b>
<b>Family</b>	<b>£258.00 + IPT</b>	<b>(£21.50 + IPT per month)</b>

## General Definitions

### Accident

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and location during the Period of Insurance.

### Annual Salary

The total annual basic salary including overtime, but excluding bonus or commission payments payable by the Assured to the Insured Person at the date Bodily Injury is sustained. Overtime payments shall be based on the average payments made during the 12 months immediately prior to the date of Bodily Injury.

### Baggage

Personal effects belonging to or in the custody of the Insured Person at the time of the loss excluding Business Equipment.

### Bodily Injury

means identifiable physical injury which

- (a) is caused by an Accident, and
- (b) solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such bodily injury, results in the Insured Person's death or disablement as provided for under this Insurance within twenty-four calendar months of the date of such Accident

Bodily Injury shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling; the date of such mishap shall be deemed to be the date of the Accident causing such bodily injury.

### Business

The Business description as declared to Underwriters.

### Business Equipment

Business equipment belonging to the Assured and which is in the custody of the Insured Person at the time of the loss

### Child / Children

Any child of an Insured Person who is unmarried and dependent

- A and under 18 years of age
- B and under 25 years of age if in full-time education
- C on the Insured Person due to reason of diagnosed permanent mental or physical disability

### Corporate Event

Any event arranged and funded in whole or in part by the Assured with the primary function of entertaining Directors, Employees or Guests of the Assured in a business or leisure capacity.

### Country of Secondment

The Country where and Insured Person temporarily resides under contract with the Assured for at least (6) months and accepted by the Underwriter's in a Country of Secondment Endorsement attached to and forming part of the certificate.

### Country of Permanent Residence

The Country where an Insured Person resides indefinitely or where the Insured Person has the intent to reside indefinitely.

### Delayed Baggage

Reasonable expenses incurred by the Insured Person during an Insured Journey to purchase essential replacement clothing or articles due to the Insured Person's personal property being delayed for at least (4) hours.

### Director (including Partners and Members)

- A A serving director (other than a non-executive director) of the Assured:
  - i) Whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment, modification or re-enactment of such Act or Regulations where the Assured is a company registered in the United Kingdom.
- B a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.
- C any person who has signed the partnership deed of the Assured.

### Emergency Repatriation Expenses

The additional cost of transportation including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the Country of Permanent Residence or Country of Secondment if applicable, if recommended by Northcott Global Solutions Ltd, in conjunction with the local attending medical practitioner.

## **General Definitions - *continued***

### **Employee**

Any person under a contract of service or apprenticeship with the Assured, or any person the Assured has the right to instruct in his/her performance.

### **Evacuation**

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

- A the British Government via the Foreign and Commonwealth Office or
- B any legally empowered regulatory government or local authority in the country or region in which the Insured Person is travelling or
- C the Insurers security assistance provider – Northcott Global Solutions Ltd.

### **Evacuation Expenses**

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

### **External Journey**

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

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the Insured Person's Country of Permanent Residence.

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

The duration of an External Journey shall not exceed 12 months unless otherwise as agreed in writing with the Assured

### **Gross Weekly Wage**

The gross average weekly equivalent of the Insured Person's annual salary.

### **Guest**

Any person whom the Assured consents to be covered under this certificate other than a Child or Visitor

### **Hemiplegia**

The Permanent total loss of use of one side of the body.

### **Hi-Jack**

The unlawful seizure or control of an aircraft or conveyance (or the crew thereof) in which the Insured Person is travelling as a fare paying passenger.

### **Incident**

One occurrence or all series of occurrences, consequent upon or attributable to, one source or original cause.

### **Internal Journey**

A journey undertaken by the Insured Person on the Business of the Assured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation involves a rail journey or a flight. Insurance operates from the departure of the Insured person from the Insured Person's residence or normal place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey.

### **Kidnap**

The wrongful abduction and detention of an Insured Person against their will or by deception, by a person or group demanding payment by the Assured in exchange for the release of that Insured Person or a claim by a person or group demanding such a payment, to have carried out such a wrongful abduction and kidnapping.

### **Legal Expenses**

- A) Any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriate qualified person, firm or company appointed to act on behalf of the Insured Person including costs and expenses of expert witnesses as well as those incurred by the Underwriter's in connection with such claims or procedures;
- B) Any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings:

## **General Definitions - *continued***

### **Money and Credit Cards**

Coins, banknotes, banker's drafts, bills of exchange, postal and money orders, signed travellers and other cheques, letters of credit, luncheon vouchers, money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which are taken or acquired on an Insured Journey by the Insured Person and are intended for personal expenditure only.

### **Medical Expenses**

All reasonable costs for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner necessarily incurred outside the Insured Person's Country of Permanent Residence or Country of Secondment. Dental, optical and routine pregnancy expenses are excluded unless incurred as a result of an emergency

### **Medical Practitioner**

Any legally qualified medical practitioner other than an Insured Person or a member of the Insured Persons immediate family.

### **Paraplegia**

The Permanent total loss of use of two legs bladder and rectum.

### **Permanent Total Disablement**

- A) Where the Insured Person is gainfully employed by the Assured, and is below state retirement age or above 16 years of age, Permanent Total Disablement means disablement caused other than by Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in his/her usual occupation for the remainder of his/her life.
- B) Where the Insured Person is not gainfully employed by the Assured, or is above the state retirement age or below 16 years of age, Permanent Total Disablement means disablement, caused other than by Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any and every occupation for the remainder of his/her life.

### **Quadriplegia**

The Permanent total loss of use of all four limbs bladder and rectum.

### **Rental Vehicle**

Any vehicle rented by the Assured and/or Insured Person pursuant to a licensed rental vehicle agreement, for or during an Insured Journey.

### **Replacement Value**

The full value to replace personal property and/or electronic business equipment without deduction for wear and tear or depreciation

### **Spouse**

The legally married spouse or civil or cohabiting partner of an Insured Person whom the Assured consents to be covered by this Insurance

### **Temporary Partial Disablement**

Temporary disablement which prevents the Insured Person from engaging in more than 60% of his/her usual occupation.

### **Temporary Total Disablement**

Temporary disablement which completely prevents the Insured Person from engaging in or giving attention to all elements of his/her occupation.

### **Total Loss of Hearing**

Total, permanent and irrecoverable loss of hearing.

### **Total Loss of Speech**

Total, permanent and irrecoverable loss of speech.

## **General Definitions - *continued***

### **Travel Expenses**

Reasonable additional costs necessarily incurred for:

- A) travel, sustenance and accommodation expenses of up to two (2) relatives or friends of the Insured Person who on medical advice is required to travel or remain with the Insured Person;
- B) funeral expenses incurred in the burial of the Insured Person outside the Country of Permanent Residence or Country of Secondment.
- C) Costs incurred in transporting the Insured Person's body or ashes, and personal property back to their Country of Residence or Country of Secondment.
- D) Travel expenses incurred by the Insured Person in returning to attend the funeral of a close relative in the Country of Residence or Country of Secondment.

### **Terrorism**

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public fear.

### **Triplegia**

The Permanent total loss of use of three limbs.

### **United Kingdom**

England, Scotland, Wales, and Northern Ireland

### **Visitor**

Any person legally on the Assureds premises other than

- A Directors or Employees of the Assured
- B any other Insured Person more specifically insured under this Insurance
- C any Guest
- D members of the emergency services

### **War**

War shall mean armed conflict between nations including forces acting for any international authority, whether war be declared or not, invasion, civil war, any attempt to usurp power, or any activity arising out of an attempt to participate in military force between nations.



## **How to Make a Claim**

### **Things you and the Insured Person must do**

You must comply with the obligations set out below. If we determine that any claim you make under this insurance has been adversely impacted directly by failure to comply with the obligations below, we may refuse to pay your claim or reduce the amount of any payment we make for the claim.

1. In the event of an Incident which causes or may cause a claim under this insurance, you must as soon as practicable, and up to a maximum of 6 months from the date of such event, notify your broker.
2. In the event of Accident or Illness abroad which may lead to hospital treatment or curtailment of your trip, contact the dedicated Northcott Global Solutions (NGS) 24 Hour Medical Emergency Helpline.
3. In the event of the Insured Person's death resulting or alleged to result from an accident, notice must be given as soon as practicable, and up to a maximum of 6 months from the date of such event, to your broker
4. The Insured Person must provide us or our medical adviser with the necessary authorisation to access or obtain all the Insured Person's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the Insured Person as we consider necessary.
5. You must provide your broker with all information we may reasonably require including a fully completed claim form.

### **How we deal with your claim**

When you notify your broker of a claim, we will send you a claim form which you are required to complete and return to us.

Once your claim is accepted, we will pay you the amount stated in the relevant section of the schedule of benefits.

### **Fraudulent claims**

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will not pay the false or fraudulent claim, or any subsequent claim. However, if the Assured &/or Insured Person has made a false or fraudulent claim, we can refuse to pay a claim or we can treat this contract of insurance as though it had never existed, so far as it relates to the Assured &/or Insured Person in question.

### **Where to send your claim**

In the event of you having to make a claim under this Certificate please contact the Broker who issued this insurance to you

## **In the event of Accident or Illness on an Insured Journey**

**In the event of Accident or Illness abroad which may lead to hospital treatment or curtailment of your trip, contact the dedicated Northcott Global Solutions (NGS) 24 Hour Medical Emergency Helpline**

*The **Assured** and **Insured Persons** should use the services of the following named assistance company to the full for all emergency medical or non-medical matters, in-patient hospital treatment and evacuation/repatriation. The assistance company will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company:*



***Northcott Global Solutions Ltd (24/7/365)***

*Tel: +44 (0)207 183 8910*

*Back up Mobile: +44(0) 7785627433*

*Email: [ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)*

*Northcott Global Solutions Ltd (NGS) may be contacted at any time, should the Insured Person require advice or assistance regarding all emergency or non-medical matters.*

*In the event of an Insured Person requiring in-patient hospital treatment and/or evacuation/repatriation, it is imperative that NGS is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.*

*NGS must be informed that this Contract covers the person concerned and the following details must be provided:*

- ☐ *The Assured's name and address.*
- ☐ *The Insured Person's name, location and detail (including passport/visa etc).*
- ☐ *The Contract of Insurance number shown in the Risk Details of the Market Reform Contract.*
- ☐ *The name and phone number of the doctor and hospital treating the Insured Person.*
- ☐ *The Period of Insurance shown in the Risk Details of the Market Reform Contract.*
- ☐ *The nature of the emergency.*

***Failure to contact NGS and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The Assured and the Insured Person should not attempt to find their own solution and then expect full reimbursement from the Underwriters without prior approval first having been obtained from the NGS Limited.***

***In the event that liability cannot be established at the outset of a medical emergency it is agreed that the first named insured will guarantee payment until such time that liability can be accepted by insurers.***

## **Pre Travel Advice & Information**

**For full and comprehensive pre travel advice by Country** please go to the Foreign and Commonwealth Office website <https://www.gov.uk/foreign-travel-advice> where you will find information on the following subjects:

**Summary by Country**

**Entry requirements**

**Terrorism information**

**Health information and details of inoculation recommendations**

**Safety and Security advice**

**Information about money**

**Helpful information about local laws and Customs**

**Travel advice, help and support**

## How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the Broker who issued this insurance to you

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either:

Neon Underwriting Limited,  
20 Gracechurch Street,  
London. EC3V 0BG

FCA No: 204971

E-mail: [complaints@neonuw.com](mailto:complaints@neonuw.com)  
Telephone: 020 7488 7700

or Complaints:

Lloyd's Market Services,  
One Lime Street,  
London EC3M 7HA.  
Tel: 020 7327 5693.  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).  
[Website: www.lloyds.com/complaints](http://www.lloyds.com/complaints).

Details of Lloyd's complaints procedures, including timescales are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com](http://www.lloyds.com) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact details for the FOS are:

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.  
Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK)  
or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Making a complaint does not affect your right to take legal action.

### Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## **Section 1**

### **Medical Expenses, Repatriation and Emergency Travel Expenses**

#### **The Cover**

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

#### **The Insurers will pay**

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

#### **Special Definitions applying to this Section**

##### **Medical Expenses**

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

- A incurred on an External Journey and within two years of the date that the need for treatment first arises
  - B incurred within the Insured Person's Country of Permanent Residence on return from an External Journey for an amount not exceeding
    - i) £50,000 in respect of in patient charges
    - ii) £50,000 in respect of out patient charges
- per Insured Person and incurred within three months of the Insured Person's return to their normal country of residence

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

Pregnancy or childbirth expenses are included but only if necessitated by

- i) bodily injury following an Accident or
- ii) incurred for pregnancy related illness or complications requiring emergency treatment

##### **Emergency Travel Expenses**

The additional cost of travel and accommodation necessarily and reasonably incurred during an Insured Journey upon the recommendation of Northcott Global Solutions Ltd relative to

- A the Insured Person
- B any business colleague relative or friend who have necessarily to travel to or remain with or escort the Insured Person less any saving by or recovery available to the Assured or Insured Person concerned

##### **Repatriation Expenses**

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

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

##### **Funeral Expenses**

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

##### **Hospitalisation**

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

##### **Repatriation of household goods**

If during the course of an External Journey exceeding six months the Insured Person dies the Insurers will pay up to a maximum of £2,000 for the necessary cost incurred with the insurers prior written consent of repatriating household goods.

## **Medical Expenses, Repatriation and Emergency Travel Expenses - *continued***

### **Search and Rescue Costs**

If during the course of an External Journey the Insured Person is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

- A** it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill  
**B** weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

the Insurers will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred

### **Exclusions applicable to this Section**

#### **The Insurers will not pay**

- 1 for any Medical Expenses incurred in the Insured Person's normal country of residence other than as provided under Special Definition Medical Expenses B above
- 2 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining medical treatment or convalescent care.
- 3 any claim handled by Northcott Global Solutions Ltd where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Assured
- 4 for any claim as a result of War or Terrorism occasioned by any Nuclear, Chemical or Biological Cause in excess of £5,000,000
- 5 any expense incurred after twenty-four calendar months from the date of Accident or Illness.
- 6 any expense incurred by an Insured Person for treatment that continued for a period of three months from the date the first expense was incurred which was not notified to Northcott Global Solutions Ltd.
- 7 any Repatriation Expenses incurred without the prior approval of Northcott Global Solutions Ltd.
- 8 any Search & Rescue Expenses incurred without the prior approval of Northcott Global Solutions Ltd except in any situation or circumstance where it has not been reasonably practical to do so.
- 9 Dental or Optical expenses unless incurred as a result of any emergency.
- 10 any expenses which are recoverable from any other insurance policy in the name of the Assured or Insured Person or which are recoverable from any national insurance programme which is applicable to the Insured Person.
- 11 Any loss or expense arising from an Insured Person committing or attempting to commit suicide or intentionally inflicting self-harm except for Repatriation Expenses following suicide.

## **Section 2**

### **Cancellation, Curtailment, Replacement and Change of Itinerary**

#### **The Cover**

If the Assured or the Insured Person is forced to

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

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

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

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

#### **The Insurers will pay**

up to the cost of the Insured Journey including those trips on the Assured's Business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

#### **Exclusions to this Section**

##### **The Insurers will not pay**

in respect of any claim as a result of

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

#### **Travel Delay Inconvenience Benefit**

**Subsection (b) only attaches where a Section 2 Sum Insured is specified for the Insured Person;**

**In the event that the Insured Person is delayed** because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which he had previously booked to travel occurring as the result of any of the following contingencies:

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown,  
- provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected then to pay as follows:

- (i) **Outward journey at commencement of the Period of Travel**  
£50 for the first completed 4 hour period that transport departure is delayed and £50 for each subsequent completed hour, up to a maximum of £500 in all.
- (ii) **All subsequent journeys during the Period of Travel**  
Payment as in Subsection 2(b)(i), up to a maximum of £150 in all.

## **Section 3**

### **Baggage, Delayed Baggage and Business Equipment**

#### **The Cover**

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

#### **The Insurers will pay**

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

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

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

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

##### **Business Equipment**

If during an Insured Journey Business Equipment is lost damaged stolen or destroyed the Insurers will indemnify the Assured for the cost of repair or replacement less Value Added Tax recoverable by the Insured up to £3,000

##### **Delayed Baggage**

In the event of the Insured Person's Baggage being lost for more than 4 hours during the outward or onward journeys, the Insurers will reimburse the Assured on behalf of the Insured Person concerned up to £1,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss

#### **Exclusions to this Section**

##### **The Insurers will not pay**

- 1 more than £3,000 in respect of any one item pair or set
- 2 loss of or damage to household effects.
- 3 loss of or damage to 'valuables' contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person For the purposes of this exclusion 'valuables' shall mean: jewellery, items composed of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, computer, telecommunications and video equipment
- 4 for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments or securities of any kind
- 5 for loss or damage or destruction caused by
  - a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or public authority
- 6 for mechanical or electrical breakdown or derangement
- 7 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 8 In respect of Valuables and Business Equipment where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss

##### **It is a condition of cover under this Section that:-**

The Insured Person shall at all times exercise reasonable care in the supervision of the Insured property.



## **Section 4**

### **Money, Passport, Credit Cards and Rental Vehicle Excess**

#### **The Cover**

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

- A** an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money, Travellers' Cheques, Driving Licences, and Travel Tickets.
- B** an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

The Insurers will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person, including reasonable expenses directly consequent upon such loss.

#### **Passport Replacement**

**To indemnify the Insured Person up to 25 per cent of the Sum Insured** in respect of loss of passport occurring during the Period of Travel, including reasonable additional travel and accommodation expenses incurred during the Period of Travel to obtain a replacement.

#### **Business Documents and Records**

**To indemnify the Insured Person up to 25 per cent of the Sum Insured** in respect of the cost of replacing or restoring business documents and records the property or responsibility of the Assured or the Insured Person, following loss or damage during the Period of Travel.

#### **Special Extension applying to this Section**

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

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

#### **Exclusions to this Section**

##### **The Insurers will not pay**

- 1** for losses exceeding £3,000 in respect of coin bank and currency notes
- 2** for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities
- 3** any claim for loss of a Credit Card unless the Insured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4** for losses not reported to the police or similar authority within 48 hours of discovery of the loss
- 5** loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person

##### **It is a condition of cover under this Section that:-**

The Insured Person shall at all times exercise reasonable care in the supervision of the insured money.

#### **Rental Vehicle Excess**

If during an Insured Journey the Assured and/or Insured Person sustains loss of or theft of or damage to a Rental Vehicle Underwriters shall indemnify the Assured and/or Insured Person in respect of the monetary amount that the Assured and/or Insured Person is legally liable to pay as an excess or deductible as stated in the Rental Vehicle Agreement for which cover in respect of loss of or theft of or damage to a Rental Vehicle is in force up to the Sum Insured per Journey

#### **Exclusions**

Underwriters shall not pay for

- 1.** Any loss of or damage arising out of use of a Rental Vehicle which falls outside of the terms of the Rental Agreement.
- 2.** Where the Assured and/or Insured Person has not taken out any insurance offered to cover the Rental Vehicle as part of the Rental Agreement.
- 3.** Any loss or damage to the Rental Vehicle where it is not proven that the damage occurred during the course of the Rental Agreement.
- 4.** Any loss or damage to the tyres of a Rental vehicle.

## Section 5 Personal Accident

### SCHEDULE OF BENEFITS

**This Certificate insures only those Items that have an amount entered against them.**

<b>1. Death *</b>	<b>£ to pay the Sum Insured</b>
<b>2. Permanent Total Disablement</b> as defined within	<b>£ to pay the Sum Insured</b>
<b>3. Permanent Partial Disability in accordance with the Scale of Compensation specified within:</b> Amounts up to	<b>£ to pay the Sum Insured</b>
<b>4. Paraplegia</b>	<b>£ 50,000</b>
<b>5. Quadriplegia</b>	<b>£ 125,000</b>
<b>6. Triplegia</b>	<b>£ 85,000</b>
<b>7. Hemiplegia</b>	<b>£ 50,000</b>
<b>8. Temporary Total Disablement, as defined within – per week</b>	<b>£ Nil</b>
<b>9. Temporary Partial Disablement, as defined within – per week</b>	<b>£ to pay 50% of the Sum Insured</b>

Benefit in respect of Items 8 and 9, Temporary Disablement, shall be payable for such period or periods during which the Insured Person shall be disabled, up to but not beyond 104 weeks from the date on which he first becomes disabled.

**Medical expenses incurred in respect of Items 8, 9 or 12**, in excess of any other valid or collectable insurance, incurred in respect of Items 1 to 12 within the above time limits specified for such Items will in addition be paid, up to but not exceeding 25% of the total amount of the claim admitted under those Items. **Up to Maximum £15,000**

- **For Children under 16 years of age** at the date of the Accident the Sum Insured for Death is limited to £20,000 and the Weekly Benefits are deleted.

#### **Coma Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury which results in the continuous unconscious state of the Insured Person, there is a payment of £350 for each full week of continuous unconsciousness, up to a maximum of 104 weeks.

#### **Dependents Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Benefit is increased by 2% per dependent child up to the age of 18 or up to the age of 25 years if in full time education.

#### **Hospitalisation Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner the Underwriters will pay £350 per full week up to a maximum of 104 weeks any one Insured Person while they are a hospital in-patient.

#### **Retraining Expenses Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the Benefit is paid the Underwriters will pay reasonable expenses incurred with the Underwriters prior consent in retraining the Insured Person for an alternative occupation with the Assured up to a maximum of £15,000

## Scale of Compensation for Permanent Partial Disability

### Compensation payable as a percentage of the Sum Insured specified for Item 3 of the Schedule of Benefits:-

#### **Senses and Faculties**

Total loss of sight of one eye .....	100%
Total deafness of both ears .....	100%
Total deafness of one ear .....	40%
Total loss of speech .....	100%
Total loss of sense of taste and smell.....	30%

#### **Face and skull**

Loss of whole of lower jaw.....	100%
Gross general loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask .....	100%
General loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result .....	70%
Loss of bony substance of the skull in all its thickness: 6 sq. cm. ....	30%
3 sq. cm. ....	10%
Prominently raised facial scarring totalling: 15 cm. in length or 15 sq. cm. in area .....	20%
5 cm. in length or 5 sq. cm. in area .....	5%
Unraised scarring shall be compensated to the extent of half the amount payable for prominently raised scarring.	

#### **Bodily Organs and Spinal Column**

Loss of one kidney .....	40%
Loss of whole of one lung.....	40%
Severe loss of spinal strength and mobility substantially and continuously restricting normal day to day domestic activity .....	50%
Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity.....	20%

#### **Upper Limbs**

	<i>Right</i>	<i>Left</i>
Loss of one arm or one hand .....	100%	100%
Complete immobility of shoulder .....	70%	60%
Complete immobility of elbow: in unfavourable position .....	50%	40%
I in favourable position (within 15 degrees of right angle) .....	35%	25%
Complete immobility of wrist: in awkward position.....	35%	30%
in straight position.....	25%	20%
Total loss of thumb .....	25%	20%
Partial loss of thumb: one phalange .....	15%	10%
Complete immobility of thumb .....	15%	10%
Total loss of forefinger.....	15%	10%
Partial loss of forefinger: two phalanges.....	10%	6%
one phalange .....	5%	3%
Total loss of any other finger.....	5%	3%

#### **Lower Limbs** *Right or Left*

Loss of leg at or above the knee .....	100%
Loss of leg below the knee .....	70%
Loss of foot at or above the ankle joint .....	60%
Loss of half of foot.....	40%
Complete immobility of hip .....	50%
Complete immobility of knee .....	30%
Total or partial loss of kneecap with considerably restricted movement .....	30%
Total or partial loss of kneecap with full movement preserved.....	15%
Shortening of lower limb: by 5 cm. or more .....	30%
by 3 to 5 cm. ....	20%
by less than 3 cm. ....	10%
Loss of big toe.....	15%
Complete immobility of big toe .....	10%
Loss of any other toe.....	3%

### **Scale of Compensation for Permanent Partial Disability - *continued***

**Complete immobility of finger or toe** (other than thumb and big toe for which see above) shall be compensated to the extent of half the amount specified for total loss.

**For forms of permanent disablement** not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the Insured Person's occupation

**Where an amount is claimed** in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages shall not exceed 100% of the amount for Benefit 3

**If a claim is payable** for loss of use of a whole member of the body a claim for parts of that member cannot also be made

**Any Permanent Disability** sustained in accordance with the terms and conditions of this Insurance but not specified above shall be compensated in accordance with its severity as compared with the disabilities listed, the occupation of the Insured Person not being taken into account.

**The amount of compensation payable** for any Permanent Disability affecting a limb, organ or other part of the body already affected by a disability or condition which existed before the accident occurred shall be reduced by such percentage of the Sum Insured as would have become payable under this Insurance if such pre-existing disability or condition had qualified for compensation hereunder.

**Where more than one of the listed disabilities results from any one or more accidents covered under this Insurance**, the percentage levels of compensation shall be aggregable, but only up to the following Limits of Insurers' Liability:-

- (i) Limit of Liability in respect of disabilities affecting more than one of the separate parts of the same body member (hand, arm, foot or leg): the amount which would have been payable for loss of use of the entire member.
- (ii) Overall Limit of Liability in respect of the aggregate total of all claims becoming payable under this Scale of Compensation: 100% of the Sum Insured specified for Item 3 in the Schedule of Benefits hereof.

**If the Insured Person is left handed**, the percentage levels of compensation applicable to the right upper limb shall be deemed to apply to the left upper limb and vice versa.

### **Conditions applicable to Section 5**

**The Underwriters shall only be liable:-**

- (a) under Item 1 of the Schedule of Benefits if death occurs within twenty-four calendar months of the date of the accident.
- (b) under Item 2 of the Schedule of Benefits if the period of Total Disablement giving rise to the claim for this Item commences within twenty-four calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.
- (c) under Item 3 of the Schedule of Benefits if the disability giving rise to the claim under this Item manifests itself within twenty-four calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.

**In respect of any accident covered under this Insurance** where the Insured Person is Employed by the Assured on a contract of fixed duration, the Benefit payment period in respect of items 8 & 9 of the Schedule of Benefits will cease at the expiry of the contract or as otherwise defined in the Personal Accident specification, whichever is the lesser.

**In respect of any accident covered under this Insurance** no benefit will be payable under more than one of the items in the Schedule of Benefits in respect of the consequences of one Accident, and no Temporary Total Disablement benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for Temporary Total Disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same Accident.

## Conditions applicable to Section 5 - *continued*

**In the event that an accident covered under this Insurance** should result in the death of the Insured Person within twenty-four calendar months of the date of such accident and prior to the definite settlement of a claim for disablement as provided for under Items 2 and 3 of the Schedule of Benefits, there shall be paid instead of such claim for disablement the Sum Insured payable for Item 1 Death.

**Any claim for medical expenses** hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Schedule of Benefits and the total of any amounts due from other insurances and medical schemes covering the same expenses.

**If the Insured Person disappears during the Period of Insurance** and is not found within twelve months of disappearing, and that sufficient evidence is produced that leads Underwriters inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Sum Insured for Item 1 Death shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to the Underwriters.

**If at the expiry date of the Period of Insurance the Insured Person is subject to the control of persons effecting a hijack or kidnap**, cover under of this Insurance will continue without additional premium for a further period not exceeding twelve calendar months in all until the Insured Person has been released and has travelled direct from the place of his detention to his home or original destination.

### **Evidence Required**

In connection with any claim:

A) all medical certificates, reports, information and evidence required by the Underwriters to substantiate that claim must be supplied at the Assured &/or Insured Person's own expense and in such form as the Underwriters may reasonably require;

B) the Insured Person must undergo a medical examination and provide medical evidence to the Underwriters (at the Underwriters expense) as often as the Underwriters may reasonably require following receipt of that claim; and

C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B above.

### **Compassionate Travel**

If on the recommendation of Northcott Global Solutions Ltd cover will be extended to include up to three relatives or friends of the Insured Person if they are 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 Permanent Residence the Underwriters shall provide the following Benefit per Insured Person shown below

**Insured Persons:** Up to three named relatives or friends of the Insured Person  
**Operative Time:** Whilst travelling to or remaining with an Insured Person

<b>Benefit per Insured Person</b>		<b>Sum Insured</b>
1.	Accidental Death	£30,000
2.	Permanent Total Disablement	£30,000
3.	Permanent Partial Disablement	£30,000

## **Exclusions applicable to Section 5**

### **Exclusions applicable to this section**

**The Underwriters shall not be liable for death or disablement directly or indirectly resulting from :**

1. the Insured Person's suicide, attempted suicide or intentional self injury
2. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
3. the Insured Person's own criminal act.
4. the Insured Person engaging in riding or driving in any kind of race.
5. the Insured Person's engaging in any form of operational duties as a member of the armed forces.
6. the Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides.
7. the Insured Person engaging in aerial activities other than air travel as a passenger.
8. radioactive contamination.
9. human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
10.
  - a Illness or disease (not resulting from bodily injury following an accident)
  - b any naturally occurring condition or degenerative process
  - c any gradually operating process
  - d post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an accident)

## **Section 6**

### **Legal Expenses and Personal Liability**

#### **Legal Expenses Section**

##### **The Cover**

Underwriters will pay, up to a maximum of £50,000 Any One Claim any one Insured Person, in connection with any one event giving rise to a claim for legal costs arising as a result of pursuing claims for compensation and damages resulting from an Insured Person's death, illness or bodily injury during a trip.

##### **Conditions** (applicable to Section Six only)

1. Underwriters will appoint a suitably qualified legal representative to act on you or an Insured Person's behalf; and
2. You and your Insured Person must follow our advice or that of our appointed legal representative in handling any claim.
1. As a condition precedent to be indemnified under this section, you must inform us within 90 days of the occurrence of any event that may give rise to a claim.
2. You or an Insured Person must tell us if an offer is made to settle the legal proceedings and must not negotiate or agree to settle the dispute without having our prior agreement. If you or an Insured Person does not accept a reasonable offer Underwriters may not continue to support the claim.

##### **What is not covered** (applicable to Section Six only)

Underwriters will not be liable under this Section for:-

1. any claim where Underwriters or our legal representative believe that an action is not likely to be successful or if Underwriters believe that the costs of taking action will be greater than any award.
2. the costs of making any claim against us, our agents or representatives or against any tour operator, carrier or any person with whom an Insured Person has travelled or arranged to travel.
3. any costs or expenses which are based directly or indirectly on the amount of any award.
4. the costs of following up a claim for bodily injury, loss or damage caused by or in connection with an Insured Person's trade, profession or business, under contract or arising out of an Insured Person possessing, using or living on any land or in any buildings.
5. any claims arising out of you or an Insured Person owning, possessing, or using motorized/mechanically-propelled vehicles, water craft or aircraft of any description, animals, firearms, explosive devices or weapons.
6. any claims arising out of your or an Insured Person's deliberate, criminal, malicious or illegal act.
7. Legal proceedings in constitutional international or supranational courts or tribunal other than the European Court of Justice and the Commission and Court of Human Rights.

## **Section 6 - continued**

### **Personal Liability Section**

#### **The Cover**

Underwriters will pay, up to a maximum of £5,000,000 Any One Insured Person, if they become legally liable for damages incurred by an Insured Person which are caused by an accident that happened during the trip, and leads to claims made against an Insured Person as a result of:

1. bodily injury to a person who is not a member of an Insured Person's family or household, a travelling companion, a colleague, or employed by you;
2. loss of or damage to any property which does not belong to you or an Insured Person, is not in the charge of, and is not in the control of an Insured Person or any member of an Insured Person's family, household, colleague or employee;

#### **Conditions** (applicable to Section Six only)

1. No admission offer promise payment or indemnity may be made or given by you or an Insured Person or on yours or an Insured Person's behalf without our written agreement of the Company
2. You must give us notice of any cause for a legal claim against an Insured Person as soon as you or an Insured Person knows about it and send us any other documents relating to any claim;
3. Underwriters may at any time pay you or an Insured Person the amount for which a claim can be settled up to the limit shown in the schedule (less any sums already paid as damages) Underwriters will then be under no further liability in respect thereof other than for costs and expenses incurred prior to us making such a payment
4. As a condition precedent to your right to be indemnified under this section you shall give us immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter, claim form, writ, summons and process must be forwarded to us immediately

You shall notify us immediately upon an Insured Person becoming aware of any prosecution, inquest or inquiry in connection with any occurrence which may give rise to a claim

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

#### **What is not covered** (applicable to Section Six only)

Underwriters will not be liable under this Section for:-

1. anything caused directly or indirectly by:
  - a. injury, loss or damage arising from:
    - i. the ownership or use of any aircraft, horse-drawn or mechanical/motorized vehicles, water craft (other than rowing boats, punts or canoes), animals, firearms, explosive devices or weapons;
    - ii. an Insured Person's occupation or ownership of any land or buildings;
    - iii. the carrying out your trade, profession or business;
    - iv. racing of any kind;
    - v. any deliberate, criminal, malicious or illegal act;
2. liability covered under any other similar insurance.



## **Section 7**

### **Hijack, Kidnap and Detention Section**

#### **The Cover**

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

#### **Underwriter will pay**

in respect of each Insured Person

- A        £500 for each day or part thereof
- B        the additional cost of travel and accommodation necessarily incurred as a direct result of the unlawful seizure of the Insured Person
- C        for expenses necessarily incurred in the engagement of the Company's security services provider Northcott Global Solutions Ltd
- D        for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the Company up to a maximum of **£100,000** per Insured Person and **£250,000** any one Period of Insurance.

#### **Exclusions to this Section**

#### **Underwriters will not pay**

in respect of any claim as a result of:

- 1        any fraudulent dishonest or criminal act of the Assured or the Insured Person
- 2        expenses incurred under C above without the prior consent and agreement of the Company's security services provider Northcott Global Solutions Ltd
- 3        expenses incurred under D above without the prior consent and agreement of the Company
- 4        any claim handled by Northcott Global Solutions Ltd where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Assured
- 1        expenses incurred under D above which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section.

If an incident occurs which may result in a covered event the Assured must contact Northcott Global Solutions Ltd who are the third party service providers approved by Insurers

Northcott Global Solutions Ltd can be accessed as follows :

**Telephone:**        **+44 (0)20 7183 8910**

**E-mail:**            **[ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)**

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

For your protection telephone calls may be recorded or monitored

If Northcott Global Solutions Ltd have not been contacted, then no claim will be paid.

## **Section 8**

### **Evacuation Insurance Section**

#### **The Cover**

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

#### **The Insurers will pay**

up to but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule, in respect of the additional cost of travel, accommodation and other expenses necessarily and reasonably incurred by the Assured or Insured Person in evacuating the Insured Person to their Country of Permanent Residency or nearest place of safety.

#### **Exclusions to this Section**

##### **The Insurers will not pay**

in respect of any claim as a result of

- 1 the Assured or the Insured Person violating the laws or regulations of the country in which they are travelling
- 2 the Insured Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- 3 redundancy of the Insured Person or any of the Assured's Directors or Employees
- 4 the Assured's financial circumstances
- 5 Evacuation of nationals of the country involved
- 6 disinclination of the Insured Person to continue an Insured Journey
- 7 regulations made by any Government or public authority
- 8 Evacuation undertaken without the prior consent and agreement of the Insurers security service provider Northcott Global Solutions Ltd
- 9 circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Certificate
- 10 any claim handled by Northcott Global Solutions Ltd where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Assured

#### **Special Extension applying to this Section**

##### **Trauma Risk Management Counselling**

If during the Period of Insurance any Insured Person is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Certificate the Insurers will also pay necessary expenses incurred with the Insurers prior written consent for trauma risk management counselling to be delivered by the Insurers provider up to £5,000 any one incident

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

- 1 The Insurers security services provider Northcott Global Solutions Ltd must be informed immediately of any incident event or circumstance likely to give rise to a claim
- 2 If an incident occurs which may result in a covered event the Assured must contact Northcott Global Solutions Ltd who are the third party service providers approved by Insurers

Northcott Global Solutions Ltd can be accessed as follows :

**Telephone:** +44 (0)20 7183 8910

**E-mail:** [ops@northcottglobalsolutions.com](mailto:ops@northcottglobalsolutions.com)

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

For your protection telephone calls may be recorded or monitored

## **Section 9**

### **Personal Security Specialist Expenses**

#### **The Cover**

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Insurers will reimburse the Assured in respect of the costs necessarily incurred to employ the services of the Insurers' security services provider Northcott Global Solutions Ltd in extricating the Insured Person from such Life-threatening Situation

#### **The Insurers will pay**

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

#### **Special Definition applying to this Section**

##### **Life Threatening Situation**

Any situation or event occurring on an Insured Journey where the Insurers's security services advisors Northcott Global Solutions Ltd agree that the Insured Person's life is potentially in danger.

#### **Special Conditions applicable to this Section**

- A** Northcott Global Solutions Ltd must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim
- B** The Assured and Insured Person must provide Northcott Global Solutions Ltd with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of Northcott Global Solutions Ltd
- C** Any extrication must be organised by Northcott Global Solutions Ltd who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

#### **Exclusions applicable to this Section**

##### **The Insurers will not pay**

in respect of any claim as a result of

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

## **Section 10**

### **Corporate Event Cover**

**To pay up to the sum insured in respect of** Guests of The Assured sustaining Bodily Injury following an Accident whilst on any Corporate Event.

#### **Definitions applicable to Section 10**

##### **Operative Time**

While an Insured Person is travelling directly to and directly from and whilst participating in any Insured Journey or Corporate Event arranged by the Assured, cover to start from time of leaving their place of residence or place of work (permanent or temporary), whichever occurs last, and continues until they return to their place of residence or place of work (permanent or temporary), whichever occurs first.

## **General Exclusions and Conditions**

### **Exclusions**

**Except where the Insurers' specific prior agreement has been obtained,** no cover shall attach hereunder in respect of:-

- any Period of Travel to be undertaken by an Insured Person who will be aged 81 years or more at the date of its commencement.
- 

### **General Exclusion applicable to all sections.**

**The Underwriters shall not be liable for any claim directly or indirectly resulting from :**

1. the Insured Person's suicide, attempted suicide or intentional self injury
2. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
3. the Insured Person's own criminal act.
4. the Insured Person engaging in riding or driving in any kind of race.
5. the Insured Person's engaging in any form of operational duties as a member of the armed forces.
6. the Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides.
7. the Insured Person engaging in aerial activities other than air travel as a passenger.
8. radioactive contamination.
9. human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.

## Conditions

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it had never existed and decline all claims. However, if we establish that, unknown to you, an Insured Person deliberately or recklessly provided false or misleading information we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and decline all claims relating to such Insured Person.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if we establish that, unknown to you, an Insured Person was careless in providing information then we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such Insured Person. We will only do this if we provided you with insurance cover which we would not otherwise have offered;

If we establish that you or an Insured Person was careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by you or an Insured Person's carelessness; or
- charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your insurance in accordance with the "Cancelling this insurance" section below.

We or your broker will write to you if we:

- intend to treat this insurance as if it had never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

### Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform your broker as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the "Cancelling this insurance" section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

### Cancelling this insurance

You can cancel this insurance at any time by writing to your broker.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.
-

## **Conditions - continued**

### **Refund of premium**

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

If you cancel this insurance within the cooling off period then, provided you have not made a claim, we will refund in full any premium you have paid.

If this insurance is cancelled outside the cooling off period then, provided you have not made a claim, you will be entitled to a pro-rata refund of any premium paid, less a 15% cancellation fee (subject to a minimum of £25.00)

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

### **The Underwriters shall only be liable:-**

- (d) under Item 1 of the Schedule of Benefits if death occurs within twenty-four calendar months of the date of the accident.
- (e) under Item 2 of the Schedule of Benefits if the period of Total Disablement giving rise to the claim for this Item commences within twenty-four calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.
- (f) under Item 3 of the Schedule of Benefits if the disability giving rise to the claim under this Item manifests itself within twenty-four calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.

**In respect of any accident covered under this Insurance** where the Insured Person is Employed by the Assured on a contract of fixed duration, the Benefit payment period in respect of items 8 & 9 of the Schedule of Benefits will cease at the expiry of the contract or as otherwise defined in the Personal Accident specification, whichever is the lesser.

**In respect of any accident covered under this Insurance** no benefit will be payable under more than one of the items in the Schedule of Benefits in respect of the consequences of one Accident, and no Temporary Total Disablement benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for Temporary Total Disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same Accident.

**In the event that an accident covered under this Insurance** should result in the death of the Insured Person within twenty-four calendar months of the date of such accident and prior to the definite settlement of a claim for disablement as provided for under Items 2 and 3 of the Schedule of Benefits, there shall be paid instead of such claim for disablement the Sum Insured payable for Item 1 Death.

**Any claim for medical expenses** hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Schedule of Benefits and the total of any amounts due from other insurances and medical schemes covering the same expenses.

**If the Insured Person disappears during the Period of Insurance** and is not found within twelve months of disappearing, and that sufficient evidence is produced that leads Underwriters inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Sum Insured for Item 1 Death shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to the Underwriters.

## **Conditions - *continued***

**If at the expiry date of the Period of Insurance the Insured Person is subject to the control of persons effecting a hijack or kidnap**, cover under of this Insurance will continue without additional premium for a further period not exceeding twelve calendar months in all until the Insured Person has been released and has travelled direct from the place of his detention to his home or original destination.

### **Evidence Required**

In connection with any claim:

A) all medical certificates, reports, information and evidence required by the Underwriters to substantiate that claim must be supplied at the Assured &/or Insured Person's own expense and in such form as the Underwriters may reasonably require;

B) the Insured Person must undergo a medical examination and provide medical evidence to the Underwriters (at the Underwriters expense) as often as the Underwriters may reasonably require following receipt of that claim; and

C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B above.

### **Data Protection**

Any information you have provided will be dealt with by us in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and the handling of any claims or complaints, we may need to transfer to other parties certain information which you have provided to us.

### **Sanctions**

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Choice of law**

You and we are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### **Rights of third parties**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Holiday Inclusion Clause

**In respect of the Insured Persons** named in the schedule to which this clause is applicable the Insuring Clause is hereby deemed amended to include as "Periods of Travel" within the meaning and effect of this Insurance all conventional overseas holiday trips that they shall undertake during the Period of Insurance. **Provided always** that at the date of its booking or commencement any such trip is not expected to exceed 60 days in duration nor to involve hazardous or non-conventional activities.

**Cover in respect of this clause** shall attach in accordance with the terms, conditions, provisions, limitations and exclusions of this Insurance, subject always to the following amendments and additions:

"It is a condition precedent to the attachment of cover hereunder that the Period of Travel shall not have been booked or commenced contrary to medical advice, nor after receipt of a terminal prognosis, nor wholly or partly for the purpose of obtaining medical treatment or convalescent care".

It is a condition of this Inclusion Clause that relevant details of each and every holiday trip insured hereby shall be included in any declarations submitted to Insurers in connection with the calculation of the premium due under this Insurance or under any renewal or extension hereof.

**Definition:** The terms, conditions and limitations of this Inclusion Clause are applicable only to 'pure' holiday trips, i.e. where the travel and accommodation expenses are paid for principally out of the personal or family finances of the Insured Person and where any financial or other contribution made by the Assured is *not* conditional upon the performance of business duties during the trip. All trips involving the performance of specific business duties on behalf of the Assured and/or trips that are wholly arranged and/or financed by the Assured are included within the original intention of this Insurance as stated in the Insuring Clause, and are covered in accordance therewith.

## Winter Sports Inclusion Clause

**It is hereby understood and agreed that** this Insurance extends to include the Winter Sports activities of Alpine Skiing, snowboarding, Nordic Skiing (cross country skiing), tobogganing, glacier skiing and ice skating subject to the following terms and conditions:  
Including whilst off-piste provided that the Insured Person is not participating alone or against local authoritative warning or advice.

Excluding any claim resulting from or attributable to competition in any major event on snow or ice, freestyle skiing, ski-jumping, ice hockey, the use of bobsleighs or skeletons, luge, para skiing, heli-skiing or repetitive travel in ski run helicopters.

Excluding hired winter sports equipment and clothing.

In respect of Skis of up to 5 years limit £350 any one pair. Skis over 5 years old limit £50 any one pair.

Ski Hire, up to £100 to hire ski equipment if, the Insured Person's own ski Equipment is lost or damaged beyond use.

Loss of ski passes.

Unused travel and accommodation expenses extends to include ski passes, ski lessons, ski hire and clothing hire.

Piste closure - Not applicable to trips in excess of 14 days duration and only valid for the period 1st December to 31st March.

£30.00 for each complete day that it is not possible to ski because all lifts are closed due to a complete lack of snow, adverse conditions or avalanche danger in your pre-booked trip resort, up to the total amount shown either;

a. for the costs you have paid for travel to an alternative resort including the necessary additional cost of a ski pass, or

b. a compensation payment to you after you return where no alternative is available.

You are not covered if you arranged this insurance or booked your trip within 14 days of departure and at that time conditions in your planned resort were such that it was likely to be not possible to ski.

Conditions

a. you must provide written confirmation from the resort authorities or ski lift operators for the period that there was no skiing available owing to the closure of all ski lifts.

b. you must submit receipts for the travel and ski pass costs that you wish to claim.

Subject otherwise to the Certificate terms, conditions, provisions, limitations and exclusions.

## Scuba Diving Inclusion Clause

**It is hereby understood and agreed to include Scuba Diving subject to:-**

The Insurers shall not be liable for claims arising from Solo Diving, Cave Diving, or Diving for hire or reward or where the Insured Person dives below 18 meters or 30 meters if the Insured Person holds a British Sub Aqua Club or equivalent certificate.

Subject otherwise to the Certificate terms, conditions, provisions, limitations and exclusions.