Group Personal Accident & Travel Insurance

Policy Wording



This policy is a contract between the Insured and the Company, AIG Europe Limited.

The Company agrees to give the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included on the Schedule. This policy, the Schedule and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

The Company will only provide cover for those people who are shown as being insured on the Schedule or any attached memoranda or endorsements for the Period of Insurance as long as the required premium has been paid and the Company has accepted it.

The *Insured* should read this policy to make sure that they understand the cover provided and the limitations applying. If there are any elements of the cover that require clarification or do not meet the needs of the *Insured*, the *Insured* should in the first instance raise these with their insurance intermediary, where applicable.

This insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (https://register.fca.org.uk/).

AIG Europe Limited is registered in England under number 1486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of British Insurers.

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Claims Procedure

If an *Insured Person* requires assistance during their stay abroad they should contact the emergency response company Falck Global Assistance. Falck Global Assistance should be notified as soon as reasonably practicable after the event that a claim is to be made. If a claim is not made as soon as reasonably practicable after the event, the claim may be decreased or rejected, if the delay has in any way hindered or impeded Falck Global Assistance's ability to investigate the claim fully. The *Company* will not be liable for any worsening of the loss or damages suffered as a result of the event occurred between the time of the event and the delayed notification.

Claims where a guarantee of payment to a hospital or emergency assistance is required must be reported to Falck Global Assistance immediately. If an *Insured Person* wants to make a claim after their return home they must submit a claim form to Falck Global Assistance. Claim forms are available on their website www.falck.com or the information may be obtained by contacting Falck Global Assistance by telephone.

Falck Danmark A/S
Falck Global Assistance
Sydhavnsgade 18
2450 København
Denmark

For all enquiries regarding claims:

Claims service +45 7022 0990

24 Hour Service for assistance in connection with acute claims/injury/or illness:

24 Hour Emergency Centre +45 7025 0405

In order for Falck Global Assistance to handle the *Insured Person's* claim the following information is required:

- The Insured Person's name, address in their Permanent Country of Residence
- Address and telephone number where Falck Global Assistance can reach the Insured Person
- Travel itinerary
- Co-travellers
- Name, address and telephone numbers to/for the Insured Person's family or work place in their Permanent Country of Residence

Falck Global Assistance will ask for the completion of a claim form and for the claimant to provide all reasonable and necessary evidence (including receipts and invoices as applicable) required by Falck Global Assistance to support a claim at the claimant's own expense. If the information supplied is insufficient, Falck Global Assistance will identify the further information required. If Falck Global Assistance does not receive the information it needs, Falck Global Assistance may reject the claim or withhold payment until the information it may reasonably require is received. If a claim is made under section A, Falck Global Assistance may require information to show that the Bodily Injury is as a result of an Accident.

The Insured Person must give Falck Global Assistance permission to obtain any medical reports or other records needed from any Medical Practitioner who has treated the Insured Person otherwise the Company may not pay the claim.

Falck Global Assistance may ask the *Insured Person* to attend one or more medical examinations. If Falck Global Assistance does, the *Company* will pay the cost of the examination(s) and for any medical reports and records (and the reasonable costs of any person required to travel with the *Insured Person*, provided these expenses are agreed by Falck Global Assistance in advance). If the *Insured Person* fails to attend without reasonable cause, the *Company* may reject the claim. If an *Insured Person* dies, Falck Global Assistance has the right to ask for a post-mortem examination at its own expense. If this is refused, the *Company* may not pay the claim.

Falck Global Assistance may also contact third parties who have or who were to provide services to the *Insured* or *Insured Person* (for example an airline, travel company or hotel) to verify the information provided to support a claim.

If the *Insured*, the *Insured Person* or the claimant, does not comply with any reasonable request by Falck Global Assistance under this claims procedure, the *Company* may not pay the claim.

The receipt of the full claim payment will be a full discharge of all liability by the Company for the claim.

Please see below further information in respect of financial assistance, hospitalisation, curtailment, loss of credit cards, tickets and passports, theft and mugging, legal aid, crisis counselling and therapy and evacuation.

Financial Assistance

If an *Insured* or *Insured Person* requires financial assistance for a financial loss covered by the insurance, Falck Global Assistance will transfer money or send a guarantee of payment directly to a hospital, doctor or airline company.

Emergency payments will only take place due to an immediate need and may not be considered as a settlement of the claim. The final settlement of the claim will take place after the *Insured Person* has provided all information that can reasonably be required in order to determine the *Company's* liability to pay the insurance compensation. Any emergency payments made must be repaid to Falck Global Assistance if the claim is later denied or decreased below the value of the emergency payments. If an *Insured Person* becomes ill or injured during their travel and they need to seek medical assistance, Falck Global Assistance can assist by helping the *Insured Person* to locate a doctor in their local area.

Hospitalisation

If an *Insured Person* is admitted to a hospital they must contact Falck Global Assistance as soon as reasonably practicable.

When contacting Falck Global Assistance the following information is required:

- The name of the hospital, address, telephone number and other pertinent information, including the department an *Insured Person* is admitted to and the room number where they are staying
- Name of the treating physician, their telephone number, their office hours and the language of the treating physician
- Diagnosis and date of admission and/or date of the first medical consultation
- Name of the Insured Person's Medical Practitioner in their Permanent Country of Residence

Falck Global Assistance's doctor will contact the *Insured Person's* treating physician to obtain information regarding their diagnosis and ensure they receive the necessary treatment. If the *Insured Person* is unable to travel due to injury or illness Falck Global Assistance will arrange the most appropriate transport for that *Insured Person*.

Curtailment

If an Insured Person's Business Trip is cut short following departure due to a cause outside of the Insured or Insured Person's control, please contact Falck Global Assistance who will rearrange the travel for the Insured Person.

Delayed or Missing Personal Baggage or Delayed Flight

If an *Insured Person*'s baggage is damaged, missing or delayed during airplane travel the *Insured Person* must report it to Baggage Services at the airport and they will issue a Property Irregularity Report (PIR). This also applies for flight delay. The report must confirm the delay or loss. Without the report the *Insured Person* will not be eligible for compensation.

Credit cards, Tickets and Passports

If an *Insured Person* loses any of the above they must report it to the nearest police department. Please obtain a copy of the police report or the report number if the police report is not available. Furthermore, the *Insured Person* must contact their bank and/or financial institutions to cancel their credit cards and debit cards. If the *Insured Person* has lost their passport they must contact the nearest embassy or consulate of the country that issued their passport.

Theft and Mugging

If the *Insured Person's* personal belongings are stolen or the *Insured Person* is mugged, they must report it to the nearest police department. Please obtain a copy of the police report or the report number if the report is not available.

Personal Liability

If an *Insured Person* travels abroad and becomes liable for personal injury or damage to property, or breaks local laws, or if others injure the *Insured Person* or damage their personal property, it is important that the *Insured Person* contacts Falck Global Assistance prior to making any agreements or signing any document, written or electronic.

Crisis Counselling and Therapy

If an *Insured Person* is injured in a covered *Accident* or is exposed to *War*, *Terrorism*, natural disasters or epidemics or witnesses the sudden and unexpected death or assault of another person during their *Business Trip* and requires crisis counselling, they must contact Falck Global Assistance and they will assist the *Insured Person* in accordance with the terms of their insurance.

Evacuation

If an *Insured Person* needs to be evacuated, they must contact Falck Global Assistance who will coordinate evacuation with the relevant Government departments.

All coverages noted above are subject to terms and conditions as set out in the relevant section of this policy document.

General Policy Definitions

There are words and expressions used in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and *Schedule* (and any endorsements or memoranda attached to the *Schedule*), it is shown in *italicised type* with Initial Capital Letters. Plural forms of the words defined have the same meaning as the singular form.

Please read sections A, B and C of the policy for additional definitions applicable to those sections and subsections.

Accident

A sudden, unexpected and specific event, external to the body which occurs at an identifiable time and place including *Exposure*.

Biological Agent

Any pathogenic organism, or any toxin biologically or chemically produced, created or synthesised therefrom or any genetically modified organism.

Bodily Injury

Identifiable physical injury to the *Insured Person's* body which is caused directly and solely by an *Accident*, is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a *Gradually Operating Cause*.

Business Partner

Any person holding the position of partner or, in the case of a limited liability partnership, holding the position of member of the *Insured*.

Business Trip

Any trip undertaken primarily for the purpose of the *Insured's* business which commences during the *Period of Insurance* and is scheduled to last for a maximum duration of twelve months.

Non-business activities are covered when incidental to a business trip.

Chemical Agent

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

Child

Any person who is under 18 years of age or under 23 years of age if in full-time education and financially dependent on an *Insured Person*.

Company

AIG Europe Limited.

Contractor

Any person employed by the *Insured* on a temporary contract for services that the *Insured* has agreed to be included under this policy.

Director

Any person holding the position of director of the *Insured* (but excluding non-executive directors or company secretary unless agreed in writing by the *Company*) or any person who is a member of the management or executive committee (or equivalent body) of a partnership.

Employee

Any person under a contract of employment, contract of service or apprenticeship with the *Insured* who is not a *Director* or a *Business Partner*.

Event

A sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event is limited to 72 consecutive hours and within a 10-mile radius of the event.

Expatriate

An Insured Person who is not a Secondee and is resident in a country that is not their country of nationality or origin and who:

- a) has no definite date of return; and
- b) has taken permanent residency or citizenship or become naturalised in the designated country.

Exposure

The deliberate emission, discharge, dispersal, release, spread or escape of any Nuclear Agent, Biological Agent or Chemical Agent as a result of Terrorism or other cause.

Gradually Operating Cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single *Accident*.

Hospital

An institution which has accommodation for *Inpatients* (as defined in section A) and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, a rehabilitation centre, a retirement or convalescence home or an extended-care facility.

Immediate Family

The Insured Person's Partner or the grandchild, Child, step-child, brother, step-brother, sister, step-sister, parent or grandparent of the Insured Person or the Insured Person's Partner, or anyone noted as the Insured Person's next of kin on any legal document.

Insured

The legal entity or organisation shown on the Schedule.

Insured Person

The person or persons described on the Schedule or any memoranda attached to the policy.

Medical Consultant

A Medical Practitioner or Medical Specialist (other than an Insured Person, the Immediate Family of an Insured Person, or an Employee of the Insured) who either holds a full-time National Health Service (NHS) Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with European Union Medical Directives (or foreign equivalents) or other similarly recognised body.

For dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant Post (or foreign equivalent) or who specialises in a specific branch of dentistry.

Medical Practitioner

A medically qualified person other than an *Insured Person*, the *Immediate Family* of an *Insured Person*, or an *Employee* of the *Insured*, who is currently registered with the General Medical Council in the *United Kingdom* (or foreign equivalent) to practise medicine.

Medical Specialist

A person other than an *Insured Person*, the *Immediate Family* of an *Insured Person*, or an *Employee* of the *Insured*, who currently holds a recognised qualification and all required accreditation to practise in a specific medical field in the *United Kingdom* (or country of residence), including, but not limited to, audiology or optometry, from a recognised body registered in the *United Kingdom* (or foreign equivalent).

Nuclear Agent

Any fissile material emitting ionising radiation or radioactivity.

Operative Time

When the *Insured* or an *Insured Person* is covered by this policy. This is set out on the *Schedule* and described in this policy wording.

Partner

A person who is an *Insured Person's* husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address as the *Insured Person*.

Period of Insurance

The period of time shown on the Schedule during which cover applies.

Permanent Country of Residence

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

Schedule

The document showing details of the Period of Insurance, Insured Persons, Operative Time, included policy sections and the Sum Insured which should be read with this policy.

Secondee

An *Insured Person* who is not an *Expatriate* and who is resident in a country which is neither their country of nationality or origin and who:

- a) has been temporarily assigned to that country for employment purposes; and
- b) is resident and it is intended that they will be working in that country for a period in excess of 12 months in duration; and
- c) has a known date of return or it is known that they will be returning; and
- d) is working in that country under a permit or work visa and has not taken residency in the designated country (unless local law requires them to do so); and
- e) is employed by the *Insured* in a position for a specified contractual period.

Sum Insured

The policy benefit or maximum amount of cover up to which the *Insured* can claim.

Terrorism

Any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public, or any section of the public, in fear.

United Kingdom

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

War

Military action, either between nations or resulting from civil war or revolution.

Operative Times

An *Insured Person* is only covered for the period of time shown on the *Schedule*. A full explanation of this *Operative Time* is shown below or, if different by endorsement to the *Schedule*.

OP1 - 24 Hours a Day Worldwide Cover

At any time.

OP2 - All Occupational Related Cover

- Whilst an Insured Person is carrying out their occupational duties for the Insured either on or away from the Insured's premises
- At any time while an Insured Person is on the Insured's premises
- Whilst an Insured Person is travelling between their place of residence and place of work
- Whilst an *Insured Person* is travelling between their places of work where the travel is at the expense of the *Insured*
- Whilst an Insured Person is getting in and out of, travelling in, loading or unloading, carrying out
 emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by, or leased to the
 Insured or an Insured Person (for an Insured Person, where travel is at the expense of the Insured),
 or any vehicle temporarily replacing it
- At any time where Bodily Injury is suffered by an Insured Person and is the direct result of an unprovoked malicious assault by another person or where Bodily Injury is the direct result of theft or attempted theft of the Insured's or an Insured Person's property

OT1 - Business Travel

• While an *Insured Person* is on a *Business Trip*, cover starting from the time of leaving their place of residence or place of work, whichever occurs last, until return to their place of residence or place of work, whichever occurs first.

If an OP2 – All Occupational Related Cover Operative Time also applies, cover is extended to include any time between leaving an Insured Person's place of residence at the start of the Business Trip and return to place of residence at the end of the Business Trip.

Section A - Personal Accident

Please check the policy Schedule to determine if cover under this section is operative.

Section A - Personal Accident

If an Insured Person sustains Bodily Injury during the Period of Insurance and Operative Time which within two years solely and independently of any other cause results in death, Disablement, or the incurring of Accident Medical Expenses, the Company will pay the Insured the Sum Insured shown on the Schedule.

Additional definitions applicable to section A

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Accident 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 of section A shown on the Schedule.

Annual Salary

The total gross basic annual salary (but not including payments for national insurance, overtime, commission, dividend or bonus unless declared to and agreed by the Company) payable by the Insured to the Insured Person at the date Bodily Injury is sustained. For biweekly paid Insured Persons, annual salary will be calculated by taking the average gross basic weekly salary of the Insured Person for the thirteen weeks prior to sustaining Bodily Injury and multiplying this amount by fifty-two.

Any One Accident Limit

The maximum amount the Company will pay in total under section A including any extensions to it and any other policy of personal accident insurance issued by the Company in the Insured's name for all Insured Persons suffering Bodily Injury in the same Accident or series of Accidents contributed to or caused by the same original cause, Event or circumstance.

Deferment Period

The initial period of Temporary Total Disablement or Temporary Partial Disablement during which the Sum Insured under items 5 or 6 of section A shown on the Schedule is not payable.

Disablement

Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Permanent Partial Disablement, Permanent Total Disablement, Paraplegia, Quadriplegia, Hemiplegia, Triplegia, Full Thickness Burns, Fractures, Temporary Partial Disablement and Temporary Total Disablement.

Face

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

Fracture

A break in the bone.

Full Thickness Burns

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

Gross Weekly Wage

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

Hemiplegia

The permanent, total and irrecoverable paralysis of one leg below the hip and one arm below the shoulder on the same side of the body.

HIV

Human Immunodeficiency Virus, whether HIV-1 or HIV-2. HIV Seropositive means that a person has developed antibodies, virus and/or antigen sufficient to diagnose seropositivity to HIV.

Inpatient

An Insured Person who has gone through the full Hospital admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury.

Loss of Hearing

Permanent, total and irrecoverable loss of hearing resulting in the *Insured Person* being classified as *Profoundly Deaf*.

Loss of Limb

In the case of a leg or lower limb

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

In the case of an arm or upper limb

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

Loss of Sight

The permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The *Company* will consider loss of sight to be substantial if the loss of sight:

- a) in both eyes results in the *Insured Person's* name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

Loss of Speech

Permanent, total and irrecoverable loss of the ability to speak.

Non-Scheduled Aircraft Accumulation Limit

The maximum amount the Company will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the Company in the Insured's name for all Insured Persons suffering Bodily Injury in the same aircraft Accident (this not being an Accident involving a Scheduled Aircraft) or series of aircraft Accidents contributed to or caused by the same original cause, Event or circumstance.

Paraplegia

The permanent, total and irrecoverable paralysis of both legs below the hip, the bladder and rectum.

Permanent Partial Disablement

A disability that is described under the extension to Permanent Total Disablement which is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life.

Permanent Total Disablement

A permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in their usual occupation which in all probability will continue for the remainder of their natural life as determined by a *Medical Consultant*.

Personal Belongings

Clothing and personal articles which are the property of the Insured Person.

Profoundly Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

Publicly Licensed Conveyance

A licensed form of private or public transport.

Quadriplegia

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

Scheduled Aircraft

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

Scheduled Aircraft Accumulation Limit

The maximum amount the Company will pay in the aggregate under section A including any extensions to it and any other policy of personal accident insurance issued by the Company in the Insured's name for all Insured Persons suffering Bodily Injury in the same Scheduled Aircraft or series of Scheduled Aircraft Accidents contributed to or caused by the same original cause, Event or circumstance.

Temporary Partial Disablement

Temporary disablement which prevents the *Insured Person* from carrying out the majority of their usual occupation for the *Insured*.

Temporary Total Disablement

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

Triplegia

The permanent, total and irrecoverable paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip.

Tropical disease

Any disease recognised by the World Health Organisation as a tropical disease, including malaria, leishmaniasis, schistosomiasis, onchocerciasis, lymphatic filariasis, Chagas disease, African trypanosomiasis, and dengue.

Specific claim condition applicable to section A

HIV

Initial testing for HIV Seropositivity as a result of serious sexual assault or rape, that has been reported to the local police authority and/or the Insured at the time of the incident and duly documented with immediate effect, must take place within 96 hours of the incident and the Insured Person must test negative to the presence of HIV antibodies, virus or antigen. If subsequent to this, but within three months of the incident, the Insured Person tests HIV Seropositive, the Company shall reimburse the Insured on behalf of the Insured Person in accordance with and up to the Sum Insured shown on the Schedule.

Extension applicable to section A Item 4b – Permanent Partial Disablement. (This extension is applicable if shown as being operative on the schedule).

Permanent Partial Disablement

In the event an *Insured Person* sustains *Bodily Injury* which does not result in a payment under items 1-4a, of section A and item 4b of section A is shown as being operative on the *Schedule*, the *Company* will pay an amount for *Permanent Partial Disablement* for the amount shown under this extension or as a percentage of the *Sum Insured* for item 4a of section A, shown on the *Schedule*, depending on the degree of permanent disability following a medical assessment. The percentages of the *Sum Insured* payable under 4a of section A for specific disabilities are:

Specific Disabilities

A. Permanent severance or permanent, total and irrecoverable loss of use of:

| i) | one thumb | 30% |
|------------|--|-----|
| ii) | forefinger | 20% |
| iii) | any finger other than forefinger | 10% |
| iv) | big toe | 15% |
| v) | any toe other than big toe | 5% |
| vi) | shoulder or elbow | 25% |
| vii) | wrist, hip, knee or ankle | 20% |
| viii) | jaw by surgical operation | 30% |
| ix) | the back or spine (vertebral column) with no injury to the spinal cord | 35% |

Non-Specified Disabilities

B. A permanent partial disability which is not provided for under items 2-4a of section A as shown on the Schedule or any of the Specific Disabilities noted under A i)-ix) above up to a maximum of 100% of item 4a of the Schedule (please see non-specified injury assessment below).

Additional Payments

| C. | Paraplegia | US\$ <i>7</i> 2,500 |
|----|--------------|----------------------|
| D. | Quadriplegia | US\$181,250 |
| E. | Hemiplegia | US\$36,250 |
| F. | Triplegia | US\$108, <i>7</i> 50 |

Non-specified injury assessment

a) If the Insured Person suffers Bodily Injury to a part of the body that is listed on the Schedule, items 2-4a of section A or listed under the specific disabilities table above items A i)-ix):

Falck Global Assistance will ask the Medical Consultant, Medical Practitioner or Medical Specialist who treated the Insured Person's injury to assess the degree of their post-Accident impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide Falck Global Assistance with justifiable evidence to support their assessment, Falck Global Assistance will appoint an independent Medical Specialist to make this assessment. This may require them to examine the Insured Person and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

Falck Global Assistance may also ask an independent Medical Specialist to examine the Insured Person and/or review their medical records and other medical reports to obtain a second opinion. Falck Global Assistance may also ask the Insured Person's treating Medical Consultant, Medical Practitioner or Medical Specialist to review and comment on the assessment made by the independent Medical Specialist Falck Global Assistance appoints to reach a joint agreement.

Once Falck Global Assistance is in receipt of the assessment(s) it will then calculate a percentage disablement to the nearest Permanent Disability item shown on the Schedule to arrive at a claim payment amount. The Insured Person's occupation or age will not be a relevant factor in assessing the relevant percentage.

b) If the Insured Person suffers Bodily Injury to a part of the body that is not listed in section A on the Schedule under items 2-4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table above items A i)-ix):

Falck Global Assistance will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a of section A. To do this Falck Global Assistance will ask the treating Medical Consultant, Medical Practitioner or Medical Specialist that treated the Insured Person's injury to review the impairment and disability and provide Falck Global Assistance with their assessment. If they are unable or unwilling to do this in a timely manner or if or they are unable to provide Falck Global Assistance with justifiable evidence to support their assessment, Falck Global Assistance will appoint an independent Medical Specialist to make this assessment. This may require them to examine the Insured Person and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

Falck Global Assistance may also ask an independent Medical Specialist to examine the Insured Person and/or review their medical records and other medical reports to obtain a second opinion. Falck Global Assistance may also ask the Insured Person's treating Medical Consultant, Medical Practitioner or Medical Specialist to review and comment on the assessment made by the independent Medical Specialist Falck Global Assistance appoints to reach a joint agreement.

Once Falck Global Assistance is in receipt of the assessment(s) it will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The *Insured Person's* occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of *Disablement* results from one *Accident* the percentages from each will be added together, but the *Company* will not pay more than 100% of the *Sum Insured* under item 4a of section A of the *Schedule* other than for *Permanent Partial Disablement* items C-F above which will be payable in addition to the amount payable under item 4a.

Other than as provided for above, 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 whole part cannot also be made.

Provisions applicable to section A

- 1. If an Insured Person goes missing during the Operative Time and after a suitable period of time it is reasonable for the Company to believe that the Insured Person has died as a result of Bodily Injury during the Period of Insurance, the Company will pay the Sum Insured shown on the Schedule to the Insured provided that the Insured signs an agreement that if it later transpires that the Insured Person has not died, any amount paid will be refunded to the Company.
- 2. If an *Insured Person* suffers *Bodily Injury* as a result of exposure to severe weather conditions, an insect or animal bite, unintentional drowning, poisoning or asphyxiation this will be considered to have been caused by an *Accident* under the terms of this policy.
- 3. Under section A of the Schedule, the Company will only pay for the Bodily Injury an Insured Person has suffered if it is directly as a result of the Accident. Any existing physical impairment or medical condition an Insured Person has before the Accident will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the Accident. The Company will ask an Insured Person's Medical Practitioner (if suitably qualified) or the Medical Specialist that treated them to make these assessments (or an independent Medical Specialist or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.

- 4. If an Insured Person is not a Business Partner, Director or Employee of the Insured then Permanent Total Disablement will be defined as "a permanent, total and irrecoverable disablement which totally prevents an Insured Person from working in paid employment for which they are suited by way of training, education or employment which in all probability will continue for the remainder of their natural life". In addition, no claim for Temporary Total Disablement or Temporary Partial Disablement will be payable under items 5 and 6 of section A.
- 5. The Sum Insured under item 1 of section A as shown on the Schedule for an Insured Person who is a Child will be limited to US\$36,250 except where an Insured Person is aged between 16 and 18 years of age at the time of sustaining Bodily Injury, and is a Business Partner, Director or Employee of the Insured.
- 6. The amount the Company will pay will be reduced to 10% of the Sum Insured or US\$108,750, whichever is less, for items 1-3 of section A shown on the Schedule and no claim will be payable for items 4a, 4b, 5 and 6, for any Insured Person after expiry of the Period of Insurance during which that Insured Person reaches age 75.
- 7. Unless specifically agreed otherwise, the amount the *Company* will pay will be reduced to the *Sum Insured* shown on the *Schedule* or US\$14,500, whichever is less, for items 1-3 of section A and no claim will be payable for items 4a, 4b, 5 and 6, for *Bodily Injury* as a result of the *Insured Person* flying as a pilot (including ballooning, hang-gliding, paragliding and microlight flying).
- 8. If an Insured Person is not covered under item 1 but is covered under items 2-4b of section A as shown on the Schedule, the Company will not pay claims under items 2-4b if the Insured Person dies during the 13 week period following the date of the Accident. If the Insured Person is covered under item 1 but the Sum Insured is less than that for items 2-4b, the Company will only pay item 1 if the Insured Person dies in the 13 weeks following the date of the Accident.
- 9. The Company will only pay one of the items 1-4b under section A of the Schedule in respect of the same loss, and the amount paid will be for the cover item that most closely describes the loss and any payment made under items 5 and 6 of section A will stop when the Company pays the full amount due under items 1-4b.
- 10. Where a period of Temporary Total Disablement is less than 7 consecutive days the amount the Company will pay for each working day will be calculated as a percentage of the Insured Person's normal days/hours of work per week in accordance with their contract of employment and applied to the amount specified on the Schedule.
- 11. If the Company has extended the policy to include cover for dividend payments under any of the items 1-5 of section A, they will be treated as being the *Insured Person's Annual Salary* or *Gross Weekly Wage* provided that such dividend payments are paid instead of wages/salary, they are declared and are shown with the *Insured's* accounts and they are consistent and reasonable with the *Insured's* trading position on a continuing basis.
- 12. The Company will not pay a benefit under the extensions to section A for 1 burns benefit, 4 facial scarring benefit and 5 fracture benefit in addition to a claim under items 1-4b of section A.
- 13. If a claim or series of claims from one Event exceeds the Scheduled Aircraft Accumulation Limit, the Non-Scheduled Aircraft Accumulation Limit or the Any One Accident Limit shown on the Schedule, the Company will pay either the limit shown on the Schedule or reduce each claim made proportionately until the combined total does not exceed the limit shown on the Schedule.

EXTENSIONS APPLICABLE TO SECTION A

1. Burns benefit

In the event of Bodily Injury being sustained by an Insured Person that results in Full Thickness Burns, the Company will pay at the request of the Insured the amount specified below dependent on the extent of the injury:

| i) | 27% or more of the body surface | US\$14,500 |
|------|--------------------------------------|------------|
| ii) | between 18 – 26% of the body surface | US\$7,250 |
| iii) | between 9 – 17% of the body surface | US\$2,175 |

up to a maximum payment of US\$ 14,500 for all Full Thickness Burns. The Company will not pay this benefit in addition to extensions 3 – Cosmetic surgery and 4 – Facial scarring benefit.

2. Coma benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in the continuous unconscious state of the *Insured Person*, the *Company* will pay the *Insured* at their request US\$70 per day (or part day) of continuous unconsciousness, up to a maximum of 730 days.

3. Cosmetic surgery

In the event of Bodily Injury being sustained by an Insured Person that results in a valid claim under items 2, 3 or 4b of section A as shown on the Schedule and the Sum Insured for those items is more than US\$72,500, the Company will pay at the request of the Insured up to US\$10,875 for the documented costs incurred for cosmetic reconstructive treatment (other than for injury as a result of a surgical procedure) as recommended by the treating Medical Practitioner, if incurred within a period of 730 days of the Accident. The Company will not pay this benefit in addition to extensions 1 – Burns benefit and 4 – Facial scarring benefit.

4. Facial scarring benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a permanent and visible scar to the *Face*, the *Company* will pay the *Insured* at their request the amount specified below dependent on the extent of injury as determined by a *Medical Practitioner*. A scar to the *Face* that is:

| i) | 2.5 to 5 centimetres in length or square centimetres in area | US\$2,175 |
|-----|--|-----------|
| ii) | over 5 centimetres in length or square centimetres in area | US\$3,625 |

Up to a maximum payment of US\$ 14,500 for all scarring of the Face. The Company will not pay this benefit in addition to extension 1 – Burns benefit and 3 – Cosmetic surgery.

5. Fracture benefit

In the event of Bodily Injury being sustained by an Insured Person that results in a Fracture that does not result in a claim payment under items 3-4b of section A, the Company will pay the Insured at their request the amount specified below dependent on the Fracture sustained. Fracture of the:

| i) | hip or pelvis (excluding coccyx or thigh) | US\$1,450 |
|------|---|-----------|
| ii) | femur or heel | US\$725 |
| iii) | skull (excluding jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles' fracture) | US\$725 |
| iv) | spine (vertebrae but excluding coccyx) | US\$1,450 |

Up to a maximum payment of US\$7,250 for all *Fractures*. The *Company* will pay a *Fracture* benefit only once during the lifetime of the policy if the *Insured Person* is diagnosed with osteoporosis prior to or as a result of the *Accident* that results in a claim under this policy.

6. Funeral expenses

In the event of a claim being paid for item 1 of section A death, the Company will pay the Insured at their request the reasonable and necessary funeral expenses incurred up to a maximum of US\$14,500 for any one Insured Person and subject to the total amount payable under both section A and section B1.2 US\$14,500 for any one Insured Person. Funeral expenses do not include refreshments following the funeral service, death notices or obituaries. If death occurs whilst on a Business Trip, Falck Global Assistance can arrange the transportation of the Insured Person's body to their Permanent Country of Residence or the local funeral/cremation. Please refer to Claims Procedure for contact details.

7. HIV

In the event of serious sexual assault or rape to an *Insured Person*, resulting in the *Insured Person* testing *HIV* Seropositive, the *Company* will pay the *Insured* on behalf of the *Insured Person* up to a maximum of US\$14,500. This benefit is subject to Specific Claim Condition applicable to section A and Specific Exclusions applicable to section A.

This extension does not cover any claim:

- (i) for any costs relating to pregnancy and childbirth unless as a result of a rape that has been reported to the local police authority and/or the *Insured* at the time of the incident and duly documented with immediate effect;
- (ii) for abortions unless as a result of rape that has been reported to the local police authority and/or the *Insured* at the time of the incident and duly documented with immediate effect, or where there is an immediate threat to the life or health of the mother;
- (iii) for the treatment of sexually transmitted diseases including HIV or any condition arising therefrom unless as a result of a serious sexual assault or rape that has been reported to the local police authority and/or the *Insured* at the time of the incident and duly documented with immediate effect.

8. Home and workplace alteration expenses

a) Home alteration

In the event of a claim being paid for item 4a of section A and this is as a result of *Paraplegia* or *Quadriplegia* following *Bodily Injury*, the *Company* will reimburse the *Insured* at their request and with the *Company*'s prior written consent 80% of the costs for the reasonable expenses necessarily incurred to adapt the *Insured Person*'s usual home to cater for the physical changes necessarily required in living with the permanent disablement.

b) Workplace alteration

In the event of a claim being paid for items 2, 3 or 4a of section A, the Company will reimburse the *Insured* with its prior written consent for the reasonable expenses necessarily incurred to make reasonable adjustments in adapting the *Insured Person's* normal place of business/work to cater for the physical changes necessarily required in living with the permanent disablement.

Up to a maximum payment in all for both extensions 8(a) and (b) of US\$29,000.

9. Lifesaver

If an individual (who is not an *Insured Person* or a member of the emergency services) sustains *Bodily Injury* whilst trying to save the life of an *Insured Person* that results in the death or *Permanent Total Disablement* of that person, the *Company* will pay at the request of the *Insured US\$36,250* to this person (or to their legal representatives in the event of their death) up to a maximum payment of US\$145,000 for all persons.

10. Loss of personal property following bodily injury

Where an unprovoked assault results in the Insured Person sustaining Bodily Injury and also results in loss of or damage to the Insured Person's Personal Belongings, or where the Insured Person is hospitalised as a result of Bodily Injury and the Insured Person's Personal Belongings are lost by the hospital or ambulance, the Company will reimburse the Insured at their request up to US\$2,175 in all for the replacement or repair of the Personal Belongings.

11. Post-traumatic stress disorder – terrorism

If during the Operative Time an Insured Person directly witnesses an act of Terrorism whilst travelling on a Publicly Licensed Conveyance and, without sustaining physical injury, suffers Post-Traumatic Stress Disorder (diagnosed by a suitably qualified Medical Specialist) which, within 6 months of witnessing such act, results in their Temporary Total Disablement, the Company will pay the Insured at their request 50% of the amount payable for item 5 up to a maximum payment of US\$435 per week and for a maximum period of 16 weeks or the period of Temporary Total Disablement, whichever is the lesser. This extension is only applicable where a Sum Insured is shown on the Schedule under item 5 of section A that covers the Insured Person.

12. Prosthesis cover

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim for item 2 or item 3a of section A as shown on the *Schedule* and the *Sum Insured* for those items is more than US\$72,500, the *Company* will pay the *Insured* at their request up to a maximum of US\$14,500 in all for the costs of providing a prosthesis recommended by the treating *Medical Practitioner* for the lost limb(s).

13. Psychological Assistance

In the event of Bodily Injury being sustained by an Insured Person that results in a valid claim for item 4a or 4b of section A for more than 50% of the Sum Insured shown on the Schedule, the Company will pay the Insured at their request up to US\$7,250 in all for the cost of professional psychological counselling treatment for the Bodily Injury provided that such treatment is started within 12 months of the date of the Accident and it is prescribed by the treating Medical Practitioner. Falck Global Assistance can help in finding a suitable counselling provider. Please refer to Claims Procedure for contact details.

14. Retraining expenses

In the event of a claim being paid for items 2, 3a, 3b or 4a of section A, the Company will reimburse the *Insured* at their request for the reasonable and necessary expenses incurred in retraining the *Business Partner*, *Director* or *Employee*, for an alternative occupation up to a maximum of US\$21,750.

15. Temporary personnel replacement expenses

In the event of a claim being paid for item 1 or item 4a of section A for a Business Partner, Director or Employee, the Company will reimburse the Insured at their request up to US\$3,625 for the reasonable costs incurred in the 3 month period directly following Bodily Injury in the employment of a person on a temporary basis to directly replace the Business Partner, Director or Employee, provided that such employment is arranged through a registered recruitment company. Cover will end when the Company pays item 1 or item 4a of section A or on the 90th calendar day after the Accident, whichever is the sooner.

16. Visiting expenses

In the event that an *Insured Person* is admitted to a *Hospital* as an *Inpatient* due to an *Accident* and the *Hospital* is more than 10 miles (16 kilometres) from their normal place of residence in the *United Kingdom* or their *Permanent Country of Residence*, the *Company* will pay at the request of the *Insured* the cost of transporting any person to visit the *Insured Person*, up to a maximum payment in all of US\$3,625. This is payable in addition to any other claimable expense under section B of this policy.

17. Assault

In the event that an *Insured Person* is assaulted or mugged by a third party, the *Company* will pay compensation pursuant to the laws of the *United Kingdom* for:

- 1. Pain and suffering.
- 2. Loss of earnings.
- 3. Medical expenses.
- 4. Damage to the Insured Person's reputation or any other loss.

The assault must be reported to the local police department as soon as practicable. Please obtain a copy of the police report or the report number if the report is not available. The police report or the report number must be submitted to Falck Global Assistance. The *Insured Person* must prove the perpetrator is unknown to them if legal charges are brought against the perpetrator. The *Company* is subrogated to the *Insured Person*'s rights against the perpetrator, the justice department or similar authorities in other countries.

The compensation is calculated based on the amount a liable perpetrator would be liable to pay in damages under law. Compensation is only payable if the *Insured Person* is alive.

Falck Global Assistance pays and arranges repatriation if the *Insured Person* dies as the result of the assault or mugging.

Exclusions applicable to this section:

- i) Loss of or damage to baggage or valuables including money, watches and jewellery.
- ii) Injury which is caused by the Insured Person's co-travellers.

18. Crisis Counselling and Therapy

If during a Business Trip:

- a) the Insured Person is injured in an Accident covered by the insurance pursuant to section A; or
- b) the Insured Person is exposed to War, Terrorism, natural disasters or epidemics; or
- c) the Insured Person is witness to the sudden and unexpected death or assault of another person.

As a result of which the *Insured Person* is required to undergo crisis counselling the *Company* will pay reasonable and necessary expenses up to a maximum of US\$1,450 in respect of:

- a) Acute crisis counselling to the *Insured Person* and their *Immediate Family*. Coverage includes no more than 10 sessions/treatments.
- b) Counselling by a psychologist prescribed by a Medical Practitioner. The Insured Person must start the counselling no later than 4 weeks after the incident. The Insurance cover ends 3 months after the first counselling session.

The *Insured Person* must contact Falck Global Assistance before starting crisis counselling so Falck Global Assistance may determine the necessity for counselling and assist the *Insured Person* with the arrangements.

Exclusion

The Company will not pay any expenses where the Insured Person participated in the acts.

19. Tropical Diseases and Eye Diseases

If during a Business Trip the Insured Person is infected with a Tropical Disease or eye disease which results in Permanent Total Disablement or Permanent Partial Disablement, the Company will pay a benefit determined according to the **non-specified injury assessment** above. If the disease worsens the final compensation will be determined no later than 3 years following the diagnosis of the disease.

Section B - Travel

Please check the policy *Schedule* to determine if cover under this section (and subsections) is operative.

Section B1.1 - Medical and other Emergency Travel Expenses

If an Insured Person is injured or suffers illness during the Period of Insurance and Operative Time, the Company will pay directly or reimburse the Insured for any Medical Expenses and Emergency Travel Expenses reasonably and necessarily incurred as a direct result of the injury or illness, for up to two years from the date of injury or first diagnosis of illness up to the Sum Insured on the Schedule.

Additional definitions applicable to section B1.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Emergency Travel Expenses

The reasonable additional transport and accommodation expenses and telephone charges (less any possible refund received or saving made) incurred by the *Insured*, an *Insured Person* or for a person who needs to travel to, remain with, or escort an *Insured Person*.

Medical Expenses

The reasonable and necessary costs incurred outside the *United Kingdom*, or outside 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. Medical expenses include optical and pregnancy/childbirth expenses and dental expenses if incurred as a result of an emergency or if they are the result of *Bodily Injury*.

Additional condition applicable to section B1.1

The Insured or an Insured Person must contact Falck Global Assistance as soon as possible in respect of injury or illness that results in the need for inpatient Hospital treatment.

Emergency Helpline: +45 7025 0405

Extensions applicable to section B1.1

1. Family visit

In the event of the hospitalisation of an *Insured Person* of more than 5 days as a result of serious injury or illness (as determined by the treating *Medical Practitioner*), the *Company* will pay for the reasonable additional transport and accommodation expenses incurred by the *Insured Person's Partner* and up to three dependent *Children* or two other persons who are the *Insured Person's Immediate Family* to visit the *Insured Person*. Cover will also be provided under section B for the same benefits as the *Insured Person*. In the event that only the *Insured Person's Partner* travels, the *Company* will pay for the necessary additional cost incurred to engage the services of an adequate childcare provider for their dependent *Children* during the period of the visit.

2. Home country ongoing medical treatment

In the event of a valid claim under this section, the Company shall pay the costs of Hospital medical charges or emergency dental treatment charges necessarily incurred within the three months immediately following the date of return to the *United Kingdom* or the *Insured Person's Permanent Country of Residence*, up to a maximum payment of US\$72,500 in all.

3. Hotel convalescence

The Company will pay US\$70 per day up to a maximum of 60 days for each day that the Insured Person is advised by the treating Medical Practitioner to remain in their hotel after being discharged from Hospital.

4. Search and Rescue expenses

If during the Period of Insurance whilst on a Business Trip outside the United Kingdom or Permanent Country of Residence an Insured Person is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

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

the Company will reimburse the Insured for up to US\$72,500 for any one Insured Person and any one event in respect of the necessary and reasonable costs incurred by Falck Global Assistance and/or levied by recognised rescue, coastguard, police authority or other authority with specific responsibility in searching for such Insured Person and for bringing them to a place of safety.

Specific conditions applicable to search and rescue extension

- a. The Insured and Insured Persons must comply at all times with local safety advice and adhere to recommendations prevalent at the time of the Business Trip or the excursion/activity whilst on a Business Trip.
- b. Insured Persons must not knowingly endanger either their own life or the life of any other Insured Persons or engage in activities where their experience or skill levels fall below those reasonably required for them to participate in such activities.
- c. Falck Global Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- d. Where it is reasonable and practical to do so, the *Insured* and/or *Insured Person* must make arrangements for search and rescue only with the involvement and/or agreement of Falck Global Assistance.
- e. The Company will only pay the Insured Person's proportion of any search and rescue operation.
- f. The Company will only pay up to the point where the Insured Person is recovered by search and rescue operation or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
- g. A written statement from the rescue authorities involved in the search and/or rescue must be obtained and provided to the Company in the event of a claim.

Exclusions applicable to section B1.1

This section of the policy does not cover any claim:

- 1. where an Insured Person is travelling against the advice of a Medical Practitioner;
- 2. where the purpose of the Business Trip is to receive medical treatment or advice;
- as a result of the use by an Insured Person of a non-prescribed drug or drugs which cannot be legally obtained from a pharmacy;
- 4. as a result of suicide, attempted suicide or self-inflicted injury.

Section B1.2 - Repatriation Expenses

If an Insured Person is injured or suffers illness during the Period of Insurance and Operative Time, the Company will pay directly or reimburse the Insured for any Repatriation Expenses reasonably and necessarily incurred as a direct result of the injury or illness, for up to 2 years from the date of injury or first diagnosis of illness up to the Sum Insured on the Schedule.

Additional definition applicable to section B1.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Repatriation Expenses

The cost of transportation of the *Insured Person* by any suitable means (including medical transport) to an appropriate medical facility or to an *Insured Person's* home in their *Permanent Country of Residence* as recommended by the *Company's* appointed medical advisor in conjunction with the local attending or treating *Medical Practitioner*.

Additional condition applicable to section B1.2

The *Insured* or *Insured Person* must contact Falck Global Assistance as soon as possible if injury or illness results in the need for inpatient *Hospital* treatment or the possible need for repatriation otherwise the costs may not be reimbursed.

Emergency Helpline: +45 7025 0405

Additional extension applicable to section B1.2

Funeral and Repatriation of mortal remains expenses

In the event of the death of an Insured Person whilst on a Business Trip, the Company will pay the reasonable funeral expenses, the reasonable additional costs to repatriate the Insured Person's remains and personal effects to the Insured Person's Permanent Country of Residence plus the additional travel and accommodation costs of the Insured Person's travelling companions to accompany the remains on return to the Insured Person's Permanent Country of Residence up to a maximum total of US\$14,500 in all. Falck Global Assistance can arrange the funeral/cremation and transportation of the Insured Person's body.

Exclusions applicable to section B1.2

This section of the policy does not cover any claim:

- 1. where the Insured Person is travelling against the advice of a Medical Practitioner;
- 2. where the purpose of the Business Trip is to receive medical treatment or advice;
- 3. as a result of the use by the *Insured Person* of non-prescribed drugs which cannot be legally obtained from a pharmacy;
- 4. as a result of suicide, attempted suicide or self-inflicted injury other than where costs are incurred in transporting the body back to the *Insured Person's Permanent Country of Residence*.

Section B1.3 - Legal Expenses

The Company will reimburse the Insured up to the Sum Insured on the Schedule for Legal Expenses incurred by or on behalf of an Insured Person in pursuit of a claim for damages or compensation against a third party who has caused physical injury to, or death or illness of, that Insured Person from an incident occurring during the Period of Insurance and Operative Time.

Additional definitions applicable to section B1.3

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Legal Expenses

- a) The reasonable costs in obtaining the opinion of the Legal Representative upon the merits of pursuing a claim for damages or compensation prior to the commencement of any legal proceedings against the third party who has caused the Bodily Injury, death or illness of an Insured Person;
- b) Any costs, fees, expenses and other amounts reasonably incurred by the Legal Representative in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the Company on behalf of an Insured Person in connection with any such claim or legal proceedings;
- c) 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;
- d) Any fees, expenses and other amounts reasonably incurred by the Legal Representative in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

Legal Representative

A Preferred Law Firm, solicitor, firm of solicitors, law firm or any appropriately qualified person, firm or company, appointed by the Company to act for the Insured in respect of an Insured Person in accordance with the terms of this sub section of the policy.

Preferred Law Firm

A law firm or barristers' chambers the Company chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the claim and they should comply with the Company's agreed service standard levels.

Additional conditions applicable to section B1.3

- 1. The Company's consent to pay Legal Expenses must firstly be obtained in writing before they are incurred. The Company's decision to grant the commencement of legal proceedings will take into account the opinion of:
 - a) the Legal Representative, and
 - the Company's own Preferred Law Firm which may include an opinion from counsel upon the merits of the claim.

2. Consent will be given if:

- a) the collective legal opinion of the Legal Representative and the Company's own Preferred Law Firm is that there is a reasonable prospect of success (more than 50%) for pursuing the legal proceedings; and
- b) the cost in pursuing a claim is likely to be less than the amount of damages or compensation that the *Insured Person* is likely to receive; and
- c) it is reasonable for Legal Expenses to be paid by the Company.
- 3. If the opinion of the Legal Representative and the Company's legal advisers differ, the Company may at its own cost obtain an opinion from a qualified barrister to be mutually selected, or if agreement upon selection cannot be reached, to be chosen by the President of the Law Society. This opinion will determine whether the Company gives its consent to the commencement of legal proceedings.
- 4. If the Company does not give its consent, then the Company will only pay for the reasonable costs in obtaining the initial opinion of the Legal Representative upon the merits of pursuing a claim for damages or compensation.
- 5. All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.
- 6. If following any successful claim or legal proceedings an award of costs is made in favour of the Insured Person or those acting on behalf of the Insured Person, any Legal Expenses paid by the Company will be reimbursed by the Insured Person or those acting on behalf of the Insured Person to the Company from the full amount of such costs awarded.
- 7. If the legal opinion (which determines whether the Company gives its consent to the commencement of legal proceedings) is that there is a reasonable prospect of success but the cost of pursuing a claim is likely to be more than the amount of damages or compensation that the Insured Person is likely to receive, the maximum the Company will pay is the anticipated amount of damages or compensation or the Sum Insured stated on the Schedule, whichever is the lesser amount.
- 8. The Insured must consent for an Insured Person to make a claim under this section.
- 9. For Legal Expenses, the Company will not pay more than that it would have paid to a Preferred Law Firm.

Extensions applicable to section B1.3

1. Bail bond

In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Business Trip*, at the request of the *Insured* only, the *Company* will provide up to US\$72,500 for a bail bond. The *Insured* must repay the amount

loaned by the Company within 3 months of the date of payment, or immediately upon repayment by the local authorities or if the bail bond is forfeited by failure of the Insured Person to appear in court. The Company will require a satisfactory financial guarantee from the Insured to repay it. This extension will not be provided if the bail bond is obtainable under another insurance program. To access this service the Insured must contact Falck Global Assistance. Please refer to Claims Procedure for contact details.

2. Court attendance

In the event that a court requires an *Insured Person* to attend in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* up to US\$1,450 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

3. Legal detention

In the event that an *Insured Person* is placed or is threatened to be placed in detention by a government or local civil authority whilst on a *Business Trip*, the *Company* will at the request of the *Insured* pay the costs for a local legal representative to defend the *Insured Person* up to a maximum of US\$7,250. Falck Global Assistance can help in sourcing the legal representative.

Exclusions applicable to section B1.3

This section of the policy does not cover any claim for:

- Legal Expenses incurred in the defending of 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. any claim or circumstance notified more than 2 years after the incident from which the cause of action arose or where the *Insured* or *Insured Person* has failed to notify the *Company* of the incident giving rise to a claim within a reasonable time and the *Company* believes this failure has prejudiced its position;
- 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 policy;
- Legal Expenses incurred before the Company has given its consent;

Section B1.4 - Personal Liability

The Company will reimburse the Insured up to the Sum Insured on the Schedule for any legal liability to pay damages incurred by the Insured Person whilst on a Business Trip during the Period of Insurance and Operative Time as the result of:

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

In addition the Company will pay all costs and expenses incurred with its written consent in connection with the defence of any claims against an *Insured Person* that are covered under this section of the policy.

Additional provisions applicable to section B1.4

- 1. No admission of liability, offer, promise or payment must be made without the Company's written consent.
- 2. The Company will, if the Company considers it necessary, take over and conduct the defence or settlement of any claim against the *Insured Person* and for that purpose can use the *Insured Person's* name. The Company can conduct the defence however it sees fit. In the course of conducting the defence the Company can pursue, at its own expense and for its own benefit, any claim against any other person(s).
- 3. The *Insured* and *Insured Person* must give the *Company* full assistance in defending or prosecuting any claim and will provide the *Company* with any information and documents available.

Extension applicable to section B1.4

Court attendance

In the event that a court requires an *Insured Person* to attend in connection with an event that has resulted in a valid claim under this section of the policy during the *Period of Insurance*, the *Company* will reimburse the *Insured* (or pay the *Insured Person* at the *Insured's* request) up to US\$1,450 for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

Exclusions applicable to section B1.4

This section of the policy does not cover 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 the *Insured Person* when injury results from their employment by the *Insured* or the *Insured Person*;
- 2. bodily injury to, or sickness or disease of a travelling companion of the *Insured Person* on the same Business Trip;
- liability arising directly or indirectly, by or through, or in connection with, any mechanically or electrically propelled vehicle, aircraft, hovercraft or watercraft;
- 4. 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 criminal act;
 - c) the carrying on of any trade, business or profession;
 - d) racing;
 - e) the use of firearms (other than sporting guns being used for sport);
- 5. 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 including *Domestic Staff* or any member of the *Insured Person's* family or household;

- 6. liability attaching to the *Insured* or an *Insured Person* under an express term of any contract, unless liability would have attached to the *Insured* or *Insured Person* irrespective of the express term;
- 7. liability for which payment should be more specifically claimed under any other insurance policy in the name of the *Insured* or the *Insured Person*;
- 8. any claim where the *Insured Person* is suffering from a psychological condition 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*) or solvents;
- 9. any claim resulting from sexually transmitted diseases.

Section B2 - Personal Property

The Company will reimburse the Insured the amount paid by the Insured to an Insured Person (or pay the Insured Person at the Insured's request) for the cost of replacement or repair up to the Sum Insured on the Schedule if an Insured Person loses, has stolen or accidentally damages Personal Property or Business Equipment during the Period of Insurance and Operative Time. For Business Equipment, the Company will only pay the Insured.

Additional definitions applicable to section B2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Business Equipment

Any property (other than money, vehicles, vehicle parts or accessories) required for the *Insured Person* to undertake their duties for the *Insured* that are the property of the *Insured* and for which the *Insured Person* is responsible that are taken on or obtained during the *Business Trip*.

Personal Property

Property owned by or in the custody or control of an *Insured Person* taken on or purchased during the *Business Trip* other than money, vehicles, vehicle parts, vehicle accessories or *Business Equipment*.

Provisions applicable to section B2

- 1. The Company will not pay more than US\$3,625 for any item unless the *Insured* or the *Insured* Person bears the first 25% of any amount in excess of US\$3,625, up to the replacement value of the item or the Sum Insured, if less.
- 2. The Company will not pay more than US\$725 for vehicle keys.

Extensions applicable to section B2

1. Lost keys

If an Insured Person loses or has stolen the keys to their main home or motor vehicle in the United Kingdom or their Permanent Country of Residence, whilst on a Business Trip, the Company will pay for the cost of replacement keys or the cost (parts and labour) of replacing the lock(s) up to a maximum of US\$1,450. Falck Global Assistance can help in sourcing a tradesman, however the Company will not arrange for the work to be carried out. Please refer to Claims Procedure for contact details.

2. Replacement travel documents

If the *Insured Person* loses, has stolen or damages their passport, visa, travel tickets or other essential travel documents whilst on a *Business Trip*, the *Company* will pay the *Insured* or an *Insured Person* up to US\$2,900 for the reasonable and necessary additional travel and accommodation and the costs of replacing the lost or damaged items. Falck Global Assistance can help with replacement passports and visas plus travel and accommodation alterations. Please refer to Claims Procedure for contact details.

3. Temporary loss of personal property

If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Business Trip*, the *Company* will pay up to US\$2,900 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 payment.

Exclusions applicable to section B2

This section of the policy does not cover any claim for:

- 1. any loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the transport in which they were being carried;
- 2. 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;
- 3. loss of Money (as defined under section B3), bonds, negotiable instruments and securities of any kind;
- 4. loss or damage caused by delay, detention or confiscation by order of any government or public authority;
- 5. loss of or damage to Personal Property sent as freight or under an airway-bill or bill of lading.

Section B3 - Personal Money

The Company will reimburse the Insured for the amount paid by the Insured to an Insured Person (or pay the Insured Person at the Insured's request) for the physical loss or theft of Money up to the Sum Insured on the Schedule which occurs during the Period of Insurance and Operative Time. The Company will also pay for the financial loss suffered as the result of fraudulent use of credit, debit or charge cards or mobile phone.

Additional definition applicable to section B3

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Money

Coins, bank or currency notes, banker's drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, traveller's 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 the *Insured Person* and are intended for travel, meals, accommodation and personal expenditure only.

Provisions applicable to section B3

- 1. The Company will not pay more than US\$3,625 for cash unless the Insured or the Insured Person bears the first 25% of any amount in excess of US\$3,625.
- The Company will pay for the loss or theft of a credit card, charge card or cash card which results in fraudulent use, if the *Insured Person* has complied with all the terms and conditions under which the card was issued.

Extension applicable to section B3

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

Exclusion applicable to section B3

This section of the policy does not cover any claim for shortages of *Money* due to confiscation or detention by Customs or other officials, error, omission or depreciation in value.

Section B4.1 – Cancellation, Curtailment, Rearrangement, Replacement, Missed Departure & Travel Delay

The Company will reimburse the Insured up to the Sum Insured on the Schedule for this section if a Business Trip during the Operative Time and Period of Insurance is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of any cause outside the Insured's or Insured Person's control, unless the cause is a Natural Catastrophe, in which case the terms of the cover under section B4.2 will apply.

Cancellation or Curtailment

Where the *Business Trip* has to be cancelled prior to departure or cut short following departure the *Company* will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which have been paid or will be payable, or become payable under contract, or cannot be recovered elsewhere.

Rearrangement

When pre-booked travel arrangements in connection with a Business Trip have to be altered, including Missed Departure and Missed International Connection, the Company will pay for the additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the Insured Person to continue the Business Trip or return to the United Kingdom or Permanent Country of Residence.

Replacement

Where a Business Trip has to be cut short, the Company will pay for the additional costs necessarily incurred for travel and accommodation up to the Sum Insured shown on the Schedule less any amount recoverable elsewhere:

- a) to return an Insured Person to the United Kingdom or Permanent Country of Residence; and
- b) to send one replacement person to assume the duties of the original Insured Person; or
- c) to return the original *Insured Person* to resume their duties within six months of the date of curtailment.

Travel Delay

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Business Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Company* will pay US\$105 per hour in excess of 4 hours delay up to a maximum of US\$1,450.

Additional definitions applicable to section B4.1

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Conveyance

An aircraft, ship, train, coach, or similar means of transport which operates under a scheduled published timetable.

Missed Departure

The failure of a Conveyance in which an Insured Person is travelling in order to reach the departure point at the beginning of a Business Trip for a journey that involves travel outside the United Kingdom or the Insured Person's Permanent Country of Residence.

Missed International Connection

The failure of a Conveyance in which an Insured Person is travelling to arrive at its destination airport, port or station outside the United Kingdom or an Insured Person's Permanent Country of Residence at the published expected time of arrival which results in an Insured Person arriving too late to board an onward connecting aircraft, ship or train on which an Insured Person is booked to travel.

Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

Extensions applicable to section B4.1

1. Local authority assistance

If an *Insured Person* is required to extend their pre-booked *Business Trip* on the order of the local authorities to assist them in their enquiries over the disappearance of another *Insured Person* the *Company* will reimburse the *Insured* for the loss of any irrecoverable advance payments for transport and accommodation costs and the additional travel and accommodation expenses for the extended period.

2. Termination of employment

If a Director or Employee of the Insured resigns less than 31 days prior to the commencement of a pre-booked Business Trip, the Company will reimburse the Insured for all reasonable and necessary deposits and advance payments for transport and accommodation costs incurred due to the cancellation of the Business Trip, less any expenses recoverable elsewhere.

Exclusions applicable to section B4.1

This section of the policy does not cover any claim as the result of:

a Natural Catastrophe;

- 2. the Insured Person deciding not to travel prior to commencement, (unless this decision is made as a result of the Foreign and Commonwealth Office advising against all but essential travel (or other similar advice for Insured Persons not resident in the United Kingdom) and the advice had not been given before the Business Trip was booked) or, if on a Business Trip, deciding not to continue;
- 3. redundancy of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of the *Business Trip* departure date or once a *Business Trip* has started;
- 4. the Insured's or an Insured Person's financial circumstances;
- 5. the default of any provider (or their agent) of transport or accommodation acting for the *Insured* or an *Insured Person*;
- 6. regulations made by any public authority or government or persons with the authority under legislation or licence to make regulations;
- 7. a claim that is recoverable under section B5 Political and Natural Disaster Evacuation;
- 8. for the delayed departure of the ship, aircraft or train on which an *Insured Person* is booked to travel, due to strike, labour dispute, mechanical breakdown or failure of a means of transport, where the delay lasts for less than 24 hours;
- 9. for the delayed departure of the ship, aircraft or train, due to strike or industrial action which existed or for which advance warning had been given before the date on which the Business Trip was booked;
- 10. curtailment on medical grounds that is not based on the recommendation of a *Medical Practitioner* and which does not also result in a valid claim under sections B1.1 or B1.2;
- 11. the delay of a ship, aircraft or train, if
 - a) the 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 aviation authority or any similar body in any country.

Section B4.2 – Cancellation, Curtailment, Rearrangement & Travel Delay due to a Natural Catastrophe

The Company will reimburse the Insured up to the Sum Insured on the Schedule for this section if a Business Trip during the Operative Time and Period of Insurance is cancelled, curtailed, rearranged, is altered or disrupted as specified below as a direct result of a Natural Catastrophe.

Cancellation or Curtailment

Where the Business Trip has to be cancelled prior to departure or cut short following departure the Company will pay the cost of irrecoverable deposits and advanced payments for transport and accommodation costs which have been paid or will be payable or become payable under contract, or cannot be recovered elsewhere.

Rearrangement

When pre-booked travel arrangements in connection with a Business Trip have to be altered following departure, the Company will pay for the irrecoverable additional costs of travel and accommodation that are reasonably and necessarily incurred to enable the Insured Person to continue the Business Trip or return to the United Kingdom or Permanent Country of Residence.

Travel Delay

If the departure of the scheduled ship, aircraft, vehicle or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the start, during or on completion of a *Business Trip* is delayed, the *Company* will pay US\$105 per hour in excess of 4 hours delay up to a maximum of US\$1,050.

Extension applicable to section B4.2

Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft will be covered up to the Sum Insured stated on the Schedule, provided the Insured or the Insured Person bears 50% of any amount in excess of the first US\$725 for each Insured Person.

Additional definitions applicable to section B4.2

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire.

Valid Claim

Any claim under this policy in respect of which, according to the terms of the policy, the *Insured* or an *Insured Person* is entitled to a payment from the *Company*.

Exclusions applicable to section B4.2

This section of the policy does not cover any claim as the result of:

- a Natural Catastrophe that has occurred during the 30 days immediately prior to the Insured or an Insured Person pre-booking travel arrangements in connection with a Business Trip, if the Business Trip is cancelled, altered or delayed during the 14 days immediately following the date on which the Business Trip is booked as a result of that or a related Natural Catastrophe;
- 2. a claim made under section B4.2 if the *Insured* or an *Insured Person* makes a *Valid Claim* under section B4.1 which originates from the same loss;
- 3. a claim that is recoverable under section B5 Political and Natural Disaster Evacuation;
- 4. the Insured Person deciding not to travel or, if on a Business Trip, deciding not to continue;
- 5. the Insured's 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. strike or labour dispute.

Section B5 - Political and Natural Disaster Evacuation

The Company will reimburse the Insured for Evacuation and Repatriation Costs and for Expenses due to Political Evacuation, Natural Disaster or Political Instability for an Insured Event which occurs during the Period of Insurance and Operative Time. The maximum the Company will pay under this section is US\$72,500 for any one event and US\$362,500 in all (aggregate limit) in any one 12 month period of insurance for Evacuation and Repatriation Costs and a further US\$210 per Insured Person per day for a maximum of 30 days for Expenses.

Additional condition applicable to section B5

If an incident occurs which may result in an *Insured Event* the *Insured* has the option to contact the Falck Global Assistance phone line available globally 24 hours a day, 7 days a week on the following number:

+45 7025 0405 (24 hour)

Additional definitions applicable to section B5

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Advisory

A formal recommendation by the Appropriate Authorities that an Insured Person specifically leave the Host Country or that a class of persons which include an Insured Person leave the Host Country.

Appropriate Authorities

Any legally empowered regulatory, governmental or local authority of the Home Country.

Evacuation and Repatriation Costs

Reasonable costs incurred by the *Insured* or an *Insured Person* for the emergency evacuation of an *Insured Person* within 30 days prior to an *Insured Event*, and 10 days after an *Insured Event* to the nearest place of safety or for the repatriation of an *Insured Person* to their *Home Country* and returning the *Insured Person* back to the *Host Country* when the situation has stabilised and when the *Local Authorities* advise it is safe to do so. Evacuation costs will be paid once per *Insured Person* per *Insured Event*.

Expenses

The costs of accommodation, transportation, food, and any other reasonable and necessary expenses for up to 30 days until such time as an *Insured Person* can be repatriated to their *Home Country*.

Home Country

The country in which the *Insured* is based as specified on the *Schedule* or the country of citizenship of the *Insured Person*.

Host Country

Any countries in which an Insured Person is employed.

Insured Event

Any occurrence described under Political Evacuation, Natural Disaster or Political Instability.

Natural Disaster

A volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado and wildfire in the particular country or region in which the *Insured Person* is travelling.

Political Evacuation

An *Insured Person* being expelled or declared "persona non grata" (an unwelcome person) on the written authority of the recognised government of a *Host Country*, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the *Insured*.

Political Instability

Political or military events involving a Host Country such that the Appropriate Authorities issue an Advisory ordering the departure of all Home Country governmental personnel in non-emergency positions and their dependants from the Host Country, or such that the Insured receives direct instructions or recommendation to evacuate from the Appropriate Authorities. All such interrelated events will be considered a single event and all losses arising from it will be considered a single loss.

Provisions applicable to section B5

- 1. Where the *Insured Person* is entitled to a refund on an unused ticket, the *Company* will be entitled to deduct the value of the unused portion from any claim.
- 2. Where the Insured Person holds a valid return ticket to the United Kingdom or Permanent Country of Residence or to another place of safety that could be reasonably used, the Company will only pay for any additional costs necessarily incurred to evacuate the Insured Person.

Exclusions applicable to section B5

This section of the policy does not cover any claim:

- arising from or attributable to an alleged violation of the laws of the Host Country by the Insured or by an Insured Person;
- 2. which results from failure of the *Insured* or an *Insured Person* to maintain and possess duly authorised and issued required documents and visas; if it is found that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the *Insured* or an *Insured Person*;
- 3. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any titleholder or lienholder or any other financial cause;
- 4. arising from or attributable, in whole or in part, to non-compliance by the Insured or an Insured Person with any obligation specified in a contract or license or failure by the Insured or an Insured Person to provide bond or other security because of any liability assumed by the Insured or an Insured Person under any contract, whether written or oral, unless the Company's specific consent is endorsed on this policy prior to an Insured Event;
- arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;
- 6. if an Insured Person is a citizen of the Host Country;
- 7. where prior to the start of the Business Trip an Insured Person has travelled to a country or region where their Home Country Government has advised against "all but essential travel" (or other similar advice for Insured Persons not resident in the United Kingdom);
- 8. after the commencement of a Business Trip where an Insured Person has not reasonably complied with any warnings to leave or evacuate the country or region to which they have travelled where such warnings have been provided by their Home Country Government (or other similar advice for Insured Persons not resident in the United Kingdom) or any legally empowered, regulatory, governmental or local authority for the country or region to which the Insured Person has travelled and such failure has resulted in a claim under this section.

Section B6 - Vehicle Rental Excess

The Company will reimburse the Insured up to the amount shown on the Schedule if an Insured Person whilst on a Business Trip during the Operative Time and Period of Insurance loses by theft, or damages a Rental Vehicle for their legal liability to pay the excess or deductible amounts stated in the Rental Agreement.

Additional definitions applicable to section B6

(Please also refer to General Policy Definitions for definitions that apply to the policy as a whole)

Rental Agreement

A licensed rental vehicle hiring agreement and associated insurance policy supplied by a company licensed by the appropriate legal body in the country in which they operate to offer vehicles for rent.

Rental Vehicle

Any vehicle rented by an Insured Person under a Rental Agreement for a period of less than 60 consecutive days outside an Insured Person's Permanent Country of Residence.

Additional provision applicable to section B6

The maximum the Company will pay under this section of the policy is US\$1,450 for each event and US\$36,250 in all (aggregate limit) in any one Period of Insurance.

Additional condition applicable to section B6

The Insured Person must inspect the Rental Vehicle before taking charge of it for existing damage.

Exclusions applicable to section B6

This section of the policy does not cover any claim:

- 1. arising out of the use of the Rental Vehicle outside the terms of the Rental Agreement;
- 2. where an Insured Person has elected not to take out any insurance offered to cover the Rental Vehicle as part of the Rental Agreement;
- for any damage to the Rental Vehicle where it cannot be proven that the damage arose during the course of the Rental Agreement;
- 4. for loss or damage caused deliberately or recklessly by an Insured Person;
- 5. for loss or damage caused to the tyres of the Rental Vehicle;
- 6. for loss or damage arising out of failure to maintain the *Rental Vehicle* according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the rental period.

General Policy Conditions

These General Policy Conditions are applicable to this policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

The *Insured* must comply and ensure that *Insured Persons* also comply with the General Policy Conditions and the additional conditions and provisions detailed in each section of this policy otherwise the *Company* may refuse to pay any relevant claim under this policy.

1. Acceptance of payment

If the Company has made full payment for a claim under this policy to the Insured then the Company will not have to make any further payments for the same claim.

2. Assignment

Neither this policy nor any right described within this policy may be assigned or transferred unless agreed by the *Company* in writing.

3. Associated companies and change in risk

If relevant and subject to the Company's prior written consent, this policy will cover a company or organisation which is an associated company or a subsidiary of the *Insured* or other business entity as long as a list of these companies has been provided to and accepted by the Company.

If the *Insured* changes its business activities from those described in the 'Business description' on the *Schedule* during a *Period* of *Insurance*, the *Insured* must tell the *Company* within 30 days of the change.

Where the alteration represents a material change to the business activities or material information already provided to the *Company*, it reserves the right at the time of notification to decide whether to provide cover and, if so, to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

4. 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 or to the insurance intermediary specified on the *Schedule*. The *Company* will refund to the *Insured* the premium for any *Period* of *Insurance* remaining.

The *Insured* can cancel this policy by giving 30 days' written notice to the *Company* at the address shown in this policy. On cancellation the *Company* will refund to the *Insured* the premium for any *Period* of *Insurance* remaining provided no claims or incidents have been reported to the *Company*. If a claim has been paid or is payable, no return premium will be paid if the claim amount exceeds the premium paid. If an incident has occurred that could give rise to a claim under this policy, then no return premium will be paid until the *Company* and the *Insured* agree the amount payable in respect of such claim and no return of premium will be paid if the amount exceeds the premium paid.

An Insured Person has no right to cancel this policy

The Company may cancel any cover provided by this policy for War by sending 15 days' notice (from the date of sending) to the *Insured* at the *Insured*'s last known address. For *Insured Persons* travelling to, or temporarily residing in an area which becomes affected by War and evacuation is not possible within the 15 days' notice period, cover will continue to be provided until the first opportunity for Falck Global Assistance to carry out an evacuation.

Any cover provided by this policy for *War* will cease immediately following the 15 days' notice period above if an *Insured Person* does not follow the instructions regarding evacuation provided by Falck Global Assistance.

The Company may cancel cover provided by this policy for Insured Persons who are citizens and who are permanently residing in a country that becomes affected by War, by sending 15 days' notice (from the date of sending) to the Insured at the Insured's last known address.

5. Claims notification and evidence

All claims must be notified as soon as is reasonably practicable after the event which causes the claim. Failure to do so may result in the Company's rejection of the claim if it is made so long after the event that the Company is unable to investigate it fully, or may result in the Insured not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. The Company must be provided with all reasonable and necessary evidence required by the Company to support a claim. If the information supplied is insufficient, the Company will identify the further information which is required. If the Company does not receive the information it needs, the Company may reject the claim or withhold payment until the information it may reasonably require has been received.

6. Cover under more than one category

Where an *Insured Person* is covered under more than one policy category of *Insured Persons* as shown on the *Schedule* and more than one benefit item as shown on the *Schedule* or any attached memoranda in relation to a single event, the *Company* will only pay the *Sum Insured* for the highest benefit item under one category of *Insured Persons* for the loss sustained.

7. Currency

Claims involving foreign currency will be converted into the currency in which the premium and benefits/Sum Insured limits are shown, at the selling rate of exchange published on: www.oanda.com/currency/converter on the day of the loss or the next business day. Unless specifically agreed otherwise, claims will be paid in the United Kingdom.

8. Duty of fair presentation

If the Insured breaches its duty of fair presentation of risk and, but for the breach, the Company:

- (i) would not have entered into the policy; or
- (ii) would have done so only on different terms,

The Company will have remedies against the Insured as follows:

- (a) The Company may avoid the policy and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the Company may retain the premium paid; or

(ii) but for the breach the Company's underwriter would not have entered into the policy on any terms, in which event the Company shall return the premium.

(b) In all other cases:

- (i) where the Company's underwriter would have charged more premium, any amounts payable by the Company will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition
- (ii) where the Company's underwriter would have written the risk on different terms (other than in relation to premium) the policy is to be treated as if it had been entered into on those terms.

9. Failure to comply with conditions

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

10. Interest on amounts payable under this policy

The Company will not pay interest on any amount paid 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 on the *Schedule*, which are payable in full.

12. Other Interests

No person other than the *Insured* or a *Business Partner*, *Contractor*, *Director* or *Insured Person* authorised by the *Insured* can make a claim under this policy.

13. Payment of claims monies

If the Company agrees to pay the Insured a valid claim for cover under this policy that has been arranged or purchased for the direct benefit of an Insured Person (other than where the Company has agreed to an assignment), the Insured agrees to promptly forward any payments received under this policy to that Insured Person to the extent that the Insured Person has suffered Bodily Injury, loss, damage or expense recoverable under the policy or is otherwise entitled to a policy benefit payment either contractually or implied.

The receipt of the payment by the *Insured* will discharge the *Company's* liability to pay any amount directly to the *Insured Person*. The *Insured Person* (or their legal representative) has no right to claim or sue the *Company*. The receipt of the payment shall discharge the *Company* in respect of its liability to indemnify, or pay the benefits concerned.

14. Payment of premium

The premiums are to be paid as agreed and information will be supplied to the Company in the form and at the frequency reasonably required by the Company for the cover to be and remain in force.

15. Policy Alteration

The Company may change the terms and conditions, including the premium, of the policy by giving the Insured 30 days' notice in writing to the Insured's last known address. The Company will only make a change during the Period of Insurance to reflect a change in the Insured's circumstances or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax. If the changes are acceptable to the Insured then this policy will continue. If the changes are not acceptable, the Insured may cancel this policy. If this happens no claims will be paid for a loss that occurs after the date of the cancellation. The Company will refund to the Insured the premium for any Period of Insurance remaining.

16. Policy interpretation, governing law and jurisdiction

This policy will be governed and interpreted by English law, and the *Insured* and the *Company* agree to submit to any court of competent jurisdiction in England or Wales (or Scotland if the *Insured* is registered in Scotland) to determine any dispute arising under or in connection with this policy and agree to comply with all requirements necessary to give such court jurisdiction unless the *Insured* and the *Company* agree to abide by the laws of a different country before the commencement of the *Period of Insurance*.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

17. Premium Adjustment

If the premium is shown on the Schedule as being provisional it will be adjusted as follows:

- a) Unless agreed otherwise, at the end of each *Period of Insurance* or each declaration period, the *Insured* will advise the *Company* of the information it may reasonably require that relates to the expiring *Period of Insurance* or declaration period within 3 months of the end of the *Period of Insurance* or declaration period and the actual premium will be re-calculated by the *Company*.
- b) If the actual premium calculated is greater than the premium already paid for the Period of Insurance, the Insured will pay the balance to the Company. If it is less, the difference will be repaid to the Insured subject to any agreed minimum retained premium.
- c) Any permanent alterations to the policy during the Period of Insurance for which an additional premium has been or would have been charged will be included in the adjustment calculation.

18. Reasonable Care

The *Insured* and each *Insured Person* must take all reasonable steps to avoid and 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.

19. Recovery from third parties

In the event that a third party is held liable for all or part of any claim paid under this policy, the Company may exercise its legal right to pursue the third party to recover its outlay. The Insured or an Insured Person will upon the Company's request agree to and permit the Company to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. The Company will pay the costs and expenses involved in exercising its right against the third party.

20. Rights of third parties

A person who is not party to this contract including specifically any *Insured Person* has no right whether under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this contract.

21. Sanctions

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, the Company's parent company or the Company's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Disputes and Complaints

The Company believes you deserve a courteous, fair and prompt service. If there is any occasion when the Company's service does not meet your expectations, please contact the Company using the contact details below providing the policy/claim number and the name of the Insured/Insured Person to help the Company to deal with your comments quickly.

Write to: The Customer Relations Unit UK, AIG Europe Limited, The AIG Building,

2-8 Altyre Road, Croydon CR9 2LG.

Call: +44 (0)800 012 1301

E-Mail: uk.customer.relations@aig.com

Online: http://www.aig.co.uk/your-feedback

Lines are open Monday to Friday 9.15am - 5pm (excluding public holidays). The Customer Relations Unit free call number may not be available from outside the UK – so please call us from abroad on +44 (0)20 8649 6666.

The Company will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do its best to resolve matters to your satisfaction within 8 weeks. If the Company is unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service. The Company will provide full details of how to do this when the Company provides its final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if the complainant:

- has not provided the Company with the opportunity to resolve the complaint; or
- is a business with more than 10 employees and a group annual turnover of more than €2 million; or
- is a trustee of a trust with a net asset value of more than £1 million; or
- is a charity with an annual income of more than £1 million.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Call: +44 (0)800 023 4567 or +44 (0)300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at http://ec.europa.eu/consumers/odr/

Following this complaint procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

AIG Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). If the Company is unable to meet its financial obligations you may be entitled to compensation from the scheme, depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at: www.fscs.org.uk and by calling **020 7741 4100** or **0800 678 1100**.

Fraud

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the *Insured's* application for this policy or in connection with a claim, will entitle the *Company* to terminate the policy with effect from the date of such act.

In this event the Company will not refund any premiums and the Company will not consider for payment any claims which have not already been submitted to the Company.

Start and finish of cover

The cover provided to the *Insured* described on the *Schedule* (and any attached memorandum) will begin on the start date of the *Period* of *Insurance*.

Cover will end on the earliest date of the following for the Insured:

- a) at the end of the Period of Insurance;
- b) when the *Insured* or the *Company* cancels this policy (please see general policy condition 4 Cancellation of Cover for further details);

Cover will end on the earliest date of the following for an Insured Person:

- a) at the end of the Period of Insurance;
- b) on the date an *Insured Person* notifies the *Insured* that they no longer wish to be included in this policy;
- c) on the date on which a Business Partner, Employee or Director cease their employment with the Insured:
- d) at the end of the fixed contract period for a person who is employed by the *Insured* on a contract of fixed duration, unless otherwise agreed by the *Company*;
- e) who is on a Business Trip that continues beyond the expiry of the Period of Insurance, after 90 consecutive days has elapsed from the end of the Period of Insurance or until the completion of the Business Trip, whichever is the sooner;
- f) the date the policy is cancelled.

1 How the Company uses personal information

The Company is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to an Insured Person or other individuals (e.g. dependants of an Insured Person). By providing Personal Information the Insured gives permission for its use as described below. If the Insured provides Personal Information about another individual, the Insured confirms that it is authorised to provide it for use as described below.

The types of personal information the Company may collect and why

Depending on the relationship between the Company and an Insured Person, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the Insured or Insured Person. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the Company's business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside the Insured's or Insured
 Person's country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of any marketing communications that the *Company* may send please contact the *Company* by e-mail at: AIGDirect.Queries@aig.com or by writing to: Marketing Preference Team, AIG Direct, Norfolk House, 3rd Floor, Wellesley Road, Croydon CRO 1LH, United Kingdom.

If the Insured or Insured Person opts-out the Company may still send the Insured or Insured Person other important communications, e.g. communications relating to administration of the insurance policy or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with the Company's group companies, brokers and other distribution parties, insurers and re-insurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. The Company is required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. The Company may search these registers to detect and prevent fraud or to validate claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of the Company or transfer of business assets.

International transfer

Due to the global nature of the Company's business, Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in the Insured's or Insured Person's country of residence.

Security and retention of Personal Information

Appropriate legal and security measures are used to protect *Personal Information*. The *Company's* service providers are also selected carefully and required to use appropriate protective measures. *Personal Information* will be retained for the period necessary to fulfil the purposes described above.

Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

More details about the use of Personal Information by the Company can be found in the Company's full Privacy Policy at www.aig.co.uk/privacy-policy or the Insured or Insured Person may request a copy using the contact details above.

AIG Europe Limited

The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Tel: +44 (0) 20 7954 7000 Fax: +44 (0) 20 7954 7001

This Insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (https://register.fca.org.uk/).

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