



# Group International Emergency Medical Expenses & Travel Insurance

**0345 450 85 49**

**[www.bannergroup.com](http://www.bannergroup.com)**

Harrison Beaumont Insurance Services Limited (HBIS), trading as Banner Financial Services, is registered in England & Wales No. 4582221. Registered office: Pond Hall, Pond Hall Road, Hadleigh Suffolk IP7 5PP. HBIS is authorised and regulated by the Financial Conduct Authority. BAN146 (0425)

# Contents

Contents .....	1
Important Information .....	2
Information Provided to Us.....	2
This is Not Private Medical Insurance .....	2
Claims Correspondence and Notification – Emergency Medical Assistance Helpline.....	1
Claims Correspondence and Notification – Non-Emergency Medical Claims .....	2
Reciprocal Health Agreements & General Travel Advice .....	2
Contact Details for Banner Financial Services .....	3
Privacy Notice.....	3
Cooling-off Period and Cancellation .....	4
Compensation.....	4
How to Make a Complaint .....	5
Definitions (Applicable to all Sections) .....	6
General Conditions (Applicable to all Sections).....	10
What Is Covered .....	11
Section 1: Personal Accident .....	11
Conditions under Section 1 .....	12
Section 2: Emergency Medical Assistance.....	13
Section 3: Baggage .....	14
Conditions under Section 3.....	15
Section 4: Money And Credit Cards .....	15
Section 5: Travel Documents .....	15
Section 6: Cancellation, Curtailment (Including Replacement And Rearrangement) And Change Of Itinerary.....	16
Section 7: Travel Delay .....	17
Section 8: Hi-jack, Kidnap And Hostage.....	17
Conditions under Section 8.....	18
Section 9: Political And Natural Disaster Evacuation Expenses .....	19
Conditions under Section 9.....	19
Section 10: Legal Expenses.....	20
Conditions under Section 10.....	21
Section 11: Personal Liability .....	22
Conditions under Section 9.....	22
What Is Not Covered (Applicable to all Sections) .....	24

## Important Information

This policy, the **Schedule** and any endorsements attached form the policy which is a legal contract. Please examine it thoroughly to ensure it meets the **Insured's** requirements. If it does not, the **Insured** must advise Banner financial Services immediately.

This policy is a contract between the **Insured** (named in the **Schedule**) and Everest Syndicate 2786 at Lloyd's (hereafter referred to as **Underwriters, Us, Our, We**).

This policy (which includes all endorsements attached to it) is only valid when issued in conjunction with a numbered, signed and dated **Schedule**.

Provided the premium specified in the **Schedule** has been paid in the required manner, **We** will provide the insurance specified in this policy during the **Period of Insurance**.

This policy is underwritten by Everest Syndicate 2786 at Lloyd's and is managed by Asta Managing Agency Ltd acting through its Appointed Representative Everest Service Company (UK) Ltd. Asta Managing Agency Ltd (company no 01918744) is registered at 5th Floor, 20 Gracechurch Street, London, EC3V 0BG, United Kingdom. Everest Service Company (UK) Ltd (company no. 09813780) are an Appointed Representative of Asta Managing Agency Ltd, a Lloyd's Managing Agent which is authorised in the UK by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Information Provided to Us

Please read this policy and attaching **Schedule** very carefully. **We** are relying upon the information the **Insured** provides to **Us** (including in the **Proposal**) in deciding whether to provide the **Insured** with this policy and on what terms and at what premium. If there are any errors or the coverage or benefits provided do not meet the **Insured's** requirements, the **Insured** should contact Banner Financial Services immediately.

If the information the **Insured** has provided **Us** is inaccurate or incomplete, and **We** establish that the **Insured** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this policy as if it never existed and decline all claims. If **We** establish that the **Insured** carelessly provided **Us** with false or misleading information, then the cover and benefits under this policy could be affected and **We** might, for example:

- Treat this policy as if never existed and return the **Insured's** premium paid; or
- Cancel the **Insured's Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

If the **Insured** needs to update the policy during the **Period of Insurance**, including requesting additional travel or a change in travel plans, please contact Banner Financial Services to arrange this. Mid-term adjustment fees may apply as per the **Schedule**.

## This is Not Private Medical Insurance

**THIS IS NOT A PRIVATE MEDICAL INSURANCE POLICY AND WILL NOT RESPOND IN THE SAME WAY A PRIVATE MEDICAL INSURANCE POLICY DOES.**

**THIS POLICY RESPONDS TO MEDICAL EMERGENCIES AND ASSISTANCE AND REPATRIATION WHERE NECESSARY.**

**SHOULD YOU REQUIRE A MORE COMPREHENSIVE MEDICAL EXPENSES COVER YOU SHOULD SEEK A SEPARATE PRIVATE MEDICAL INSURANCE POLICY.**

# Claims Correspondence and Notification – Emergency Medical Assistance Helpline

If an **Insured Person** suffers **Illness** or **Bodily Injury** which requires immediate medical assistance and/or hospitalisation whilst on an **Insured Journey** the **Insured**, or **Insured Person** must contact Healix Assistance (Healix) on the telephone number provided below, which is also shown in the **Schedule**, before seeking treatment.

**Telephone:** +44 (0)20 8049 8301

**Email:** EverestRe@healix.com

Alternatively, Healix can be contacted via the Healix Travel Oracle Mobile App which can be downloaded onto the **Insured Person's** smart phone from the Apple App store or Google Play store using access code EVE2204221. Further details of the app can be found in the Guide attached to this Policy.

The information the **Insured** or **Insured Person** will be required to provide is:

1.	The <b>Insured Person's</b> name.
2.	The Policy number (if known).
3.	The name of the <b>Insured Person's</b> employer, company or organisation.
4.	The telephone, email address or facsimile number on which an <b>Insured Person</b> or the <b>Insured</b> or their representatives can be reached.
5.	The <b>Insured Person's</b> address abroad.
6.	Details of the medical problem, the <b>Hospital</b> and the name of <b>Medical Practitioner</b> conducting treatment.

Medical assistance services provided by the team:

<b>24-hour Service</b>	Access to multi-lingual co-ordinators through the emergency telephone lines operating twenty-four (24) hours a day three hundred and sixty-five (365) days a year. The co-ordinators are trained in worldwide <b>Hospital</b> procedures.
<b>Evacuation Services</b>	Evacuation or repatriation can be arranged, depending on the circumstances, by air ambulance or scheduled airline and if medically necessary attended by a fully equipped medical team.
<b>Medical Staff</b>	A qualified team of <b>Medical Practitioners</b> and nurses are on hand to ensure that the most appropriate medical treatment is provided.
<b>Direct Billing</b>	Direct billing with <b>Hospitals</b> can be arranged, removing the cost and inconvenience of using personal cash or credit card.

Healix may be contacted at any time, should the **Insured Person** require advice or assistance regarding all emergency matters.

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

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

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

## Claims Correspondence and Notification – Non-Emergency Medical Claims

For non-medical emergency assistance claims other than as stated elsewhere in this policy, the **Insured** (or the **Insured Person** with the permission of the **Insured**) should notify the claim as soon as practicable but no later than ninety (90) days after an incident, **Accident, Bodily Injury or Illness** to **Our** Claims Administrator, at the following:

**Online:** <https://intake.sedgwick.com/u/EverestRE/EverestTravelClaims>

**Telephone (Ireland claims number):** +353 (0)1 261 2122

**Telephone (UK claims number):** +44 (0)14 1240 1912

**E-mail:** [everestre@ie.sedgwick.com](mailto:everestre@ie.sedgwick.com)

A claim form will be sent once contact is made.

If the **Insured** or the **Insured Person** encounters any issues with this process the **Insured** or **Insured Person** should contact Banner Financial Services. Banner Financial Services will be able to assist the **Insured** or the **Insured Person** with making the claim and any further issues that may arise.

### Claims Co-Operation

The **Insured** and **Insured Person** shall in a timely fashion and within any time period specified by **Us** provide assistance and co-operate with **Our** or their representatives, in obtaining any records **We** deem necessary to evaluate the incident or claim. In no instance shall **We** be liable to pay any claim hereunder unless the **Insured** and/or an **Insured Person** co-operates with **Us** and/or their representatives in the investigation of the incident or claim.

### Claims Procedure

#### Claims Correspondence and Notification:

For any occurrence likely to give rise to a claim under this policy, the **Insured** or **Insured Person** shall give notice to **Our** claims administrators in writing as soon as practicable and in any case within ninety (90) days with the following initial information:

1.	The <b>Insured Person's</b> name.
2.	The policy number (if known).
3.	The name of the <b>Insured Person's</b> employer, company or organisation.
4.	The telephone, email address or facsimile number on which an <b>Insured Person</b> or the <b>Insured</b> or their representatives can be reached.
5.	Brief details of the claim to be made.

## Reciprocal Health Agreements & General Travel Advice

If an **Insured Person** is travelling to countries covered by a reciprocal health agreement between the United Kingdom and the country in which the **Insured person** is travelling, the **Insured Person** can use a valid Global Health Insurance Card (GHIC) and can apply by a postal application from the Post Office or online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning +44 (0)845 606 2030. Please note that the GHIC will not provide reciprocal health care arrangements in Iceland, Liechtenstein, Norway and Switzerland.

If **We** agree to pay for a medical expense which has been reduced because the **Insured Person** has a GHIC or private health insurance, **We** will not deduct the **Excess** under the Emergency Medical Assistance Section.

### FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

Before an **Insured Person** sets off on any foreign travel, they should review the FCDO website at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice). The site is packed with essential travel advice and tips, plus up-to-date information about the country being travelled to. Any **Insured Person** can subscribe to email alerts. The FCDO can also be contacted on + 44 (0)845 850 2829.

### WORLD HEALTH ORGANIZATION (WHO)

Along with the FCDO, the WHO website can be a useful tool for any **Insured Person** to check before they travel for further in-depth information about the country being travelled to. The website is [www.who.int/countries/en/](http://www.who.int/countries/en/)

## Contact Details for Banner Financial Services

Banner Financial Services can be contacted about any queries relating to this policy at the following:

Telephone: +44 (0)345 450 8549  
Online: <https://bannergroup.com/contact/>  
Address: Banner Financial Services  
Pond Hall  
Pond Hall Road  
Hadleigh  
Suffolk  
IP7 5PP

## Privacy Notice

### WHO UNDERWRITERS ARE

Everest Syndicate 2786 at Lloyd's, managed by Asta Managing Agency Ltd.

### BASIC INFORMATION

**Underwriters** collect and use relevant information about the **Insured** and **Insured Persons** to provide the **Insured** with insurance cover or the insurance cover that benefits the **Insured Persons** and to meet **Underwriters'** legal obligations.

This information includes details such as an **Insured** or **Insured Person's** name and any other information that **Underwriters** collect about the **Insured** or **Insured Person** in connection with the insurance cover from which the **Insured** or **Insured Persons** benefit.

In certain circumstances, **Underwriters** may need the **Insured** or **Insured Person's** consent to process certain categories of information about them. Where **Underwriters** need the **Insured** or **Insured Person's** consent, **Underwriters** will ask the **Insured** for it separately. The **Insured** or **Insured Person** does not have to give their consent and the **Insured** or **Insured Person** may withdraw their consent at any time. However, if the **Insured** or **Insured Person** does not give their consent, or the **Insured** or **Insured Person** withdraws their consent, this may affect **Underwriters'** ability to provide the insurance cover from which the **Insured** or **Insured Persons** benefit and may prevent **Underwriters** from providing cover for the **Insured** or **Insured Persons** or handling any claims.

The way insurance works means that the **Insured** or **Insured Person's** information may be shared with, and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **Underwriters** will only disclose the **Insured** or **Insured Person's** personal information in connection with the insurance cover that **Underwriters** provide and to the extent required or permitted by law. **Underwriters** will never sell any personal information the **Insured** or **Insured Persons** provide **Underwriters**.

### OTHER PEOPLE'S DETAILS THE INSURED PROVIDES TO UNDERWRITERS

Where the **Insured** provides **Underwriters** or the **Insured's** agent or broker with details about other people, the **Insured** must provide this notice to them.

### WANT MORE DETAILS?

For more information about how **Underwriters** use the **Insured** or **Insured Person's** personal information please see **Underwriters'** full privacy notice(s), which is available online on the **Underwriter's** website or in other formats on request. Website <https://www.everestglobal.com/gb-en/about-us/privacy/privacy-security-and-trust>.

### CONTACT DETAILS

The **Insured** and **Insured Persons** have rights in relation to the information **Underwriters** hold about them, including the right to access their information. If the **Insured** or **Insured Persons** wish to exercise their rights, discuss how the **Underwriters** use their information or request a copy of the **Underwriters** full privacy notice(s), please contact:

Address: Compliance  
Everest Syndicate 2786  
40 Lime Street  
London EC3M 5BS  
E-mail: [syndicatecompliance@everestglobal.com](mailto:syndicatecompliance@everestglobal.com)

## Cooling-off Period and Cancellation

If this policy does not meet the **Insured's** requirements and the **Insured** wishes to cancel this policy, the **Insured** must notify Banner Financial Services within the cooling-off period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified in the **Schedule** or within fourteen (14) days from receipt of the policy documents from Banner Financial Services, whichever time period is later.

If the **Insured** or **Insured Person** has not made a claim and does not intend to make a claim during this cooling-off period, **We** will refund the premium the **Insured** has paid to **Us** in full to the **Insured**. Please contact Banner Financial Services to obtain this refund. Their address and telephone number are on page 3 of this document.

After the cooling off period the **Insured** may cancel this policy at any time by giving thirty (30) days written notice to **Us**. For single trip policies, no refund of premium will be payable. For annual policies, provided that no claim has been paid or is payable and there has been no occurrence which could give rise to a claim under this policy, the return premium to be calculated will be based upon the period of cover the **Insured** or **Insured Person** has had. For annual policies after the cooling off period, a cancellation fee may be applicable as shown in the **Schedule**.

An **Insured Person** has no rights of cancellation under this policy, nor any right to a premium refund.

### Our Rights to Cancel this Policy

**We** may cancel this policy or any cover hereunder by giving thirty (30) days written notice to the **Insured** at their last known address.

**We** will only do this for a valid reason, for example:

- Failure to pay the premium;
- Non-cooperation or failure to supply information or documentation upon request;
- A change in risk occurring such that **We** are no longer able to provide the insurance cover.

If this policy is cancelled by **Us**, **We** will refund the premium less the amount of premium which relates to the time period under which cover has been provided under this policy.

Where **We** cancel the policy due to fraud, the policy will be cancelled from the time of the fraudulent act and there will be no premium refund.

## Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). The **Insured** or **Insured Person** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme 10th Floor  
Beaufort House  
15 St Botolph Street London  
EC3A 7QU

Tel: +44 (0) 20 7741 4100

Helpline: +44 (0) 800 678 1100

Facsimile: +44 (0) 20 7741 4101

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

The FSCS opening hours are Monday to Friday 8:30am to 5:30pm excluding public holidays.

## How to Make a Complaint

**We** strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If the **Insured** or **Insured Person** have a question or concern about this policy they should, in the first instance contact the following:

For complaints about sales or customer service in relation to sales, please contact:

Address: The Complaints Manager  
Everest Syndicate 2786  
40 Lime Street  
London  
EC3M 5BS  
Telephone: +(44) 203-887-2580  
Online: [complaints2786@everestglobal.com](mailto:complaints2786@everestglobal.com)

For complaints about claims or assistance services provided, please contact:

Online: <https://intake.sedgwick.com/u/EverestRE/EverestTravelClaims>  
Telephone (Ireland claims number): +353 (0)1 261 2122  
Telephone (UK claims number): +44 (0)14 1240 1912  
E-mail: [everestre@ie.sedgwick.com](mailto:everestre@ie.sedgwick.com)

If the **Insured** or **Insured Person** feel that the complaint has not been resolved, they may refer to the matter to the Complaints Department at Lloyd's using the following:

Address: Complaints Team Lloyd's  
One Lime Street London  
EC3M 7HA  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: 0044 (0) 20 7327 5693  
Fax: 0044 (0) 20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Should **Insured** or **Insured Person** remain dissatisfied after Lloyd's has considered their complaint and they are NOT a policyholder in the UK, they should, in the first instance, seek advice from Banner Financial Services or **Us** as to whom to direct the complaint.

If the **Insured** or **Insured Person** is a policyholder in the UK, they may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations, further information is available from:

Address: Financial Ombudsman Service (FOS) Exchange Tower  
London E14 9SR  
Helpline: +44 (0) 800 0234 567  
+44 (0) 20 7964 0500 (if outside UK)  
Switchboard: +44 (0) 20 7964 1000  
Facsimile: +44 (0) 20 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Insured** or **Insured Person's** rights under this policy but if they are not an eligible complainant then the informal complaint process ceases.

## Definitions (Applicable to all Sections)

Wherever the following words appear in bold and capitalised they will have the meanings shown below. There may also be additional definitions applicable to specific Sections as shown in the policy.

<b>Accident/Accidental</b>	A sudden, unexpected, unusual, specific, external occurrence which happens at an identifiable time and place during this <b>Period of Insurance</b> .
<b>Bodily Injury</b>	An identifiable physical bodily injury which <ul style="list-style-type: none"> <li>• is caused by an <b>Accident</b>, and</li> <li>• solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such <b>Bodily Injury</b>) which results in the death or disablement of the <b>Insured Person</b> within twelve months from the date of the <b>Accident</b>.</li> </ul>
<b>Child/Children</b>	Any child/children of an <b>Insured Person</b> who is/are unmarried and dependent and under eighteen (18) years of age or under twenty-five (25) years of age if in full-time education or under forty (40) if dependent due to reason of mental or physical disability for the duration of a planned <b>Insured Journey</b> .
<b>Consultant Costs</b>	Fees and expenses of <b>Underwriters</b> chosen consultants incurred during response to a <b>Kidnap</b> or <b>Hostage</b> situation, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informants. The costs or reimbursement of any <b>Ransom</b> are not included.
<b>Country of Domicile</b>	The country in which the <b>Insured Person</b> is habitually resident during the <b>Period of Insurance</b> . Where the <b>Insured Person</b> is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the <b>Insured Person's</b> country of domicile.
<b>Computer System</b>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the <b>Insured</b> or the <b>Insured Person</b> or any other party.
<b>Cyber Act</b>	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any <b>Computer System</b> .
<b>Cyber Incident</b>	Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <b>Computer System</b> or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any <b>Computer System</b> .
<b>Emergency Medical Expenses</b>	The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a <b>Medical Practitioner</b> and all <b>Hospital</b> , nursing home and ambulance charges: <ol style="list-style-type: none"> <li>A. incurred during an <b>Insured Journey</b> and within two (2) years of the date that the need for treatment first arises;</li> <li>B. incurred within the United Kingdom or the <b>Insured Person's Country of Domicile</b> on return from an <b>Insured Journey</b> for an amount not exceeding GBP 50,000 per <b>Insured Person</b> and incurred within three months of the <b>Insured Person's</b> return the United Kingdom or <b>Country of Domicile</b>.</li> </ol> <p>Dental and optical expenses are included only if necessitated by <b>Bodily Injury</b> following an <b>Accident</b> or incurred for emergency treatment.</p>
<b>Emergency Travel Expenses</b>	The additional costs incurred on an <b>Insured Journey</b> (less any saving by or recovery available to the <b>Insured Person</b> concerned) of travel, accommodation, rescue and repatriation incurred upon the recommendation of Healix in respect of the <b>Insured Person</b> or of any business colleague, relative or friend who have necessarily had to travel to or remain with or escort the <b>Insured Person</b> or the <b>Insured Person's</b> baggage.
<b>Employee</b>	Any person under a contract of employment, service or apprenticeship with the <b>Insured</b> .
<b>Event</b>	All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific occurrence which happens at an identifiable time and place.  The duration and extent of any <b>Event</b> shall be limited to twenty-four (24) consecutive hours and within a ten (10) mile radius, and no individual loss which occurs outside such period and/or radius shall be included in that <b>Event</b> .

The **Insured** or the **Insured Person** may choose the date and time when such period of consecutive hours commences and also the specific ten (10) mile radius determining an **Event**. If any **Event** is of greater duration than the above period, the **Insured** or the **Insured Person** may divide that **Event** into two (2) or more **Events** provided that no two (2) periods overlap and provided no period commences earlier than the date and time of the **Insured** or **Insured Person's** first recorded individual loss arising out of the **Event**.

<b>Excess</b>	The first amount of each and every claim that the <b>Insured</b> or <b>Insured Person</b> shall pay and for which <b>We</b> shall not be liable.
<b>Hi-jack</b>	The unlawful seizure of, or wrongful taking of control of, an aircraft, ship, train or car in which an <b>Insured Person</b> is travelling as a fare-paying passenger.
<b>Hospital</b>	Any institution which meets fully every one of the following criteria <ul style="list-style-type: none"> <li>A. Maintains permanent and full time facilities for the care of overnight resident patients and</li> <li>B. Has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of <b>Medical Practitioners</b> and</li> <li>C. Continuously provides twenty-four (24) hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and</li> <li>D. Is not other than incidentally an institution which provides full time facilities for: <ul style="list-style-type: none"> <li>i) mentally <b>III</b> or mentally handicapped persons;</li> <li>ii) nursing or convalescing;</li> <li>iii) aged persons of seventy (70) years or more;</li> <li>iv) drug addicts; or</li> <li>v) alcoholics.</li> </ul> </li> </ul>
<b>Hostage</b>	The detention of an <b>Insured Person</b> against their will by a third party who threatens to kill, injure or continue to detain the <b>Insured Person</b> in order to compel a state, international organisation or person to perform or abstain from performing any act.
<b>III / Illness</b>	A sickness or disease that first manifests itself during the <b>Insured Journey</b> .
<b>Incidental Leisure Trip</b>	A period of holiday up to five (5) days immediately prior to or following a business trip undertaken on behalf of the <b>Insured</b> .
<b>Immediate Family</b>	Mother, father, step mother/father, grandparents, <b>Child(ren)</b> , step <b>Child(ren)</b> , <b>Partner's/civil Partner's Child(ren)/step Child(ren)</b> .
<b>Insured</b>	As detailed in the <b>Schedule</b> .
<b>Insured Journey</b>	Any trip commencing during the <b>Period of Insurance</b> (or as amended by Endorsement approved by <b>Us</b> ) in connection with the business of the <b>Insured</b> , involving travel outside the <b>Insured Person's Country of Domicile</b> and shall start from the time of leaving home or the normal place of business (whichever is left first) and continue until arrival back at home or the normal place of business (whichever is reached last). This shall also include <b>Incidental Leisure Trips</b> . The maximum length of an <b>Insured Journey</b> is three hundred and sixty-five (365) days and is the maximum consecutive number of days an <b>Insured Person</b> will be covered for a single <b>Insured Journey</b> before they must arrive back at home or the normal place of business (whichever is reached last).
<b>Insured Person</b>	Any <b>Person</b> working on behalf of and with the permission of the <b>Insured</b> and also including their <b>Partner</b> and <b>Children</b> whilst accompanying them on an <b>Insured Journey</b> .
<b>Kidnap/Kidnapped/Kidnapping</b>	The seizing, detaining or carrying away by force or fraudulent means of an <b>Insured Person</b> against their will (except a <b>Child</b> by its parent or guardian) without the consent of that <b>Insured Person</b> and without a lawful excuse, for the purpose of demanding cash, monetary instruments, bullion, securities, property or services.
<b>Legal Expenses</b>	<ul style="list-style-type: none"> <li>A. The reasonable costs in obtaining the opinion of the <b>Legal Representative</b> on the merits of pursuing a <b>Third Party Claim</b> for damages or compensation prior to the commencement of any <b>Legal Proceedings</b> against the third party who has caused the <b>Bodily Injury</b> or death of an <b>Insured Person</b>; and</li> <li>B. any costs, fees, expenses and other amounts reasonably incurred by the <b>Legal Representative</b> to pursue any <b>Third Party Claim</b> or <b>Legal Proceedings</b> in respect of a <b>Third Party Claim</b>, including costs and expenses of expert witnesses, as well as those incurred by <b>Us</b> on behalf of an <b>Insured Person</b> to pursue any such <b>Third Party Claim</b> or <b>Legal Proceedings</b> in respect of a <b>Third Party Claim</b>; and</li> <li>C. any costs for which there is a legal liability for an <b>Insured Person</b> to pay following an</li> </ul>

award of costs by any court or tribunal or following an out-of-court settlement made in respect of a **Third Party Claim**; and

- 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 made in respect of a **Third Party Claim**; and
- E. reasonable and necessarily incurred travel and accommodation expenses, if an **Insured Person** is required to attend a court in connection with an original cause, event, or circumstances arising under the Legal Expenses Section of the Policy.

<b>Legal Representative</b>	An approved law firm, solicitor, firm of solicitors, law firm or any appropriately qualified person, firm or company, appointed to act for the <b>Insured</b> in respect of an <b>Insured Person</b> in accordance with the terms of the Legal Expenses Section of the Policy.
<b>Legal Proceedings</b>	Action taken in a court to pursue a claim for damages in respect of the <b>Third Party Claim</b> .
<b>Loss of Hearing</b>	Shall be considered as having occurred: <ul style="list-style-type: none"> <li>1. In both ears, if an <b>Insured Person</b> is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or</li> <li>2. In one ear, if the <b>Insured Person's</b> degree of hearing is classified in that ear as Hearing loss between 71 – 95dBHL (Decibels Hearing Level) on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement.</li> </ul>
<b>Loss of Limb or Limbs</b>	<b>Permanent</b> and complete loss of or loss of use of a limb or limbs at or above the knee or wrist.
<b>Loss of Sight</b>	Shall be considered as having occurred: <ul style="list-style-type: none"> <li>1. In both eyes, if an <b>Insured Person's</b> name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope or prospect of improvement; or</li> <li>2. In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope or prospect of improvement.</li> </ul>
<b>Loss of Speech</b>	Shall be considered as having occurred if an <b>Insured Person</b> is declared totally unable to communicate by voice, on the authority of a <b>Medical Practitioner</b> and/or a registered qualified speech therapist and is without hope or prospect of improvement.
<b>Major Natural Disaster</b>	Geological event: earthquake, volcanic eruption Hydrological event: maelstrom, tsunami Climactic event: hurricane, tropical cyclone, typhoon, ice storm, tornado.
<b>Medical Practitioner</b>	Any suitably qualified medical practitioner registered by the General Medical Council in the <b>Insured Person's</b> usual <b>Country of Domicile</b> (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than: <ul style="list-style-type: none"> <li>1. An <b>Insured Person</b>;</li> <li>2. A member of the <b>Immediate Family</b> of the <b>Insured Person</b>; and/or</li> <li>3. An <b>Employee</b> of the <b>Insured</b>.</li> </ul>
<b>Money</b>	Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, credit cards, petrol and other coupons, driving licence, and green card.
<b>Partner</b>	The spouse, domestic partner or civil partner of an <b>Insured Person</b> .
<b>Period of Insurance</b>	The period shown in the <b>Schedule</b> or subsequently amended by endorsement.
<b>Permanent</b>	Lasting twelve (12) consecutive months from the date of the <b>Bodily Injury</b> and at the expiry of the twelve (12) months period, being beyond any hope of improvement as certified by a <b>Medical Practitioner</b> for the remainder of an <b>Insured Person's</b> life.
<b>Permanent Total Disablement</b>	Disablement which prevents the <b>Insured Person</b> from attending to all aspects of any business or occupation for which the <b>Insured Person</b> is practically suited by training, education, industry knowledge or experience and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.
<b>Property</b>	<ul style="list-style-type: none"> <li>1. Personal effects owned by or the responsibility of an <b>Insured Person</b> and/or;</li> <li>2. Business equipment taken by an <b>Insured Person</b> on a trip or acquired by the <b>Insured Person</b> in the course of such trip during the <b>Insured Journey</b>.</li> </ul>
<b>Proposal</b>	The proposal form or statement of fact including any renewal declaration and information supplied by or on behalf of the <b>Insured</b> .

<b>Radiation</b>	The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death of people or animals.
<b>Ransom</b>	The sum demanded for the return or redemption of a <b>Hostage</b> following their <b>Kidnap</b> .
<b>Schedule</b>	The document attached to and forming part of the policy showing details of the cover the <b>Insured</b> has purchased which are specific to them and to any <b>Insured Person(s)</b> .
<b>Temporary Total Disablement</b>	means disablement which prevents the <b>Insured Person</b> from attending to all aspects of the <b>Insured Person's</b> business or occupation. It is payable on a monthly basis at a percentage of the <b>Insured Person's</b> monthly salary up to a maximum monthly limit and after a period of days of <b>Total Disablement</b> has already elapsed, called the waiting period. These limitations are shown in the <b>Schedule</b> .
<b>Terrorist Activity</b>	An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. <b>Terrorist Activity</b> may include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of <b>Terrorist Activity</b> may either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
<b>Third Party Claim</b>	An <b>Insured Person's</b> civil claim for damages or compensation against a third party which is covered under the Legal Expenses Section of this Policy.
<b>Total Disablement or Total Disability</b>	An <b>Insured Person's</b> complete physical inability to attend to their usual business or occupation solely as a result of a <b>Bodily Injury</b> or <b>Illness</b> and independently of any other cause.
<b>We / Us / Our / Underwriters</b>	Everest Syndicate 2786 at Lloyd's, managed by Asta Managing Agency Ltd.
<b>Utilisation of Biological Weapons of Mass Destruction</b>	The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death of people or animals.
<b>Utilisation of Chemical Weapons of Mass Destruction</b>	The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death of people or animals.
<b>Utilisation of Nuclear Weapons of Mass Destruction</b>	The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death of people or animals.
<b>War</b>	Any activity arising out of, or any attempt to participate in, the use of military force between nations including: <ol style="list-style-type: none"> <li>1. Hostilities or warlike operations (whether war be declared or not);</li> <li>2. Invasion, civil war, rebellion, insurrection, revolution;</li> <li>3. Act(s) of an enemy foreign to the nationality of the <b>Insured Person</b> or the country in, or over which the act occurs;</li> <li>4. Civil commotion assuming the proportions of, or amounting to, an uprising;</li> <li>5. Overthrow of the legally constituted government;</li> <li>6. Military or usurped power;</li> <li>7. Explosions of war weapons;</li> <li>8. <b>Terrorist Activity</b>;</li> <li>9. Murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the <b>Insured Person</b> whether war be declared with that state or not.</li> </ol>

## General Conditions (Applicable to all Sections)

In addition to the specific conditions which apply to certain Sections, the following General Conditions apply:

### **Access to Additional Materials**

The **Insured** and/or any **Insured Person** under this policy shall furnish to **Us**, or **Our** designated representatives, all information, documentation and medical information that **We** may require at any time during the term of this policy, or until resolution of all claims, whichever is later.

### **Affordable Care Act**

This policy is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This policy does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This policy is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage.

### **Choice of Law**

Unless specifically agreed to the contrary this policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### **Contracts (Rights of Third Parties) Act 1999 Clarification**

A person who is not a party to this policy including 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.

The **Insured** and **Us** may vary or rescind the contract without the consent of any third party who may assert they have rights to this contract under the Contracts (Rights of Third Parties) Act 1999.

### **Contribution**

Where a claim is made against **Us** and there is more than one contract of insurance in force covering the same interest, against the same loss against the same subject matter, **We** are entitled to call upon any other insurers liable for the same to make a rateable contribution towards the loss.

### **Currency Conversion**

Should any payment be required to be made in a different currency to that shown on the **Schedule**, the rate of exchange used shall be as published on [www.oanda.com](http://www.oanda.com) at the date of loss.

### **Cyber Clarification**

Except for the Cancellation, Curtailment (Including Replacement and Rearrangement) and Change of Itinerary Section only, **We** will pay for any otherwise covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the policy's full terms, conditions, limitations and exclusions.

### **Due Care**

The **Insured** and each **Insured Person** must take all steps to avoid or minimise the risk of any **Accident, Illness, Bodily Injury**, loss or damage and must also make every effort to recover any **Property** which has been lost or stolen.

### **Fraudulent Claims**

If any claim submitted under this policy by the **Insured** or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be through concealment, misstatement or deliberative provision of false information **We** shall be under no liability to make payment in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information within thirty (30) days of **Our** request for the payment of such monies. In this event **We** will cancel this policy from the time of the fraudulent act and not refund any premiums.

### **Interest**

No sum payable by **Us** under this policy shall carry interest.

### **Premium Adjustment**

If the premium is calculated on a declaration basis the **Insured** shall within one (1) month of the expiry of this policy provide the premium adjustment information required by the **Us**.

### **Right to Medical Records and Medical Examination**

Following notice of a claim, an **Insured Person** shall provide, when requested by **Us**, all authorisations necessary to obtain such **Insured Person's** medical records. **We** have the right to have an **Insured Person** examined by a **Medical Practitioner** or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may request.

### **Sanctions, Export And Exchange Control**

**We** shall not be deemed to provide cover and 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 **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, or United States of America.

# What Is Covered

## Section 1: Personal Accident

What is covered?	What is not covered?																																		
<p><b>A. <u>Personal Accident</u></b></p> <p>If during an <b>Insured Journey</b> the <b>Insured Person</b> sustains <b>Bodily Injury</b> which within two (2) years is the sole and independent cause of death or disablement <b>We</b> will pay to the <b>Insured</b> the appropriate Benefit shown in the <b>Schedule</b> subject to the limits and any sub-limits detailed in the <b>Schedule</b> and any applicable percentages set out below.</p> <p>Benefits payable:</p> <ol style="list-style-type: none"> <li>1. Death</li> <li>2. The amount payable for Benefit 2 shall be a percentage of the amount shown in the <b>Schedule</b>. The following scale states the percentages applicable to the forms of disablement specified. For forms of <b>Permanent</b> disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the <b>Insured Person's</b> occupation. The appropriate percentage shall be applied to the amount for Benefit 2 shown in the <b>Schedule</b> or to the limit per <b>Insured Person</b> under Benefit 2 whichever is the lesser: <table data-bbox="199 1041 694 1870" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">a) <b>Loss of Sight</b> (both eyes)</td> <td style="text-align: right;">100%</td> </tr> <tr> <td>b) <b>Loss of Speech</b></td> <td style="text-align: right;">100%</td> </tr> <tr> <td>c) <b>Loss of Hearing:</b></td> <td></td> </tr> <tr> <td style="padding-left: 40px;">i) in both ears</td> <td style="text-align: right;">100%</td> </tr> <tr> <td style="padding-left: 40px;">ii) in one ear</td> <td style="text-align: right;">40%</td> </tr> <tr> <td>d) <b>Loss of Limb</b></td> <td style="text-align: right;">100%</td> </tr> <tr> <td colspan="2">Loss by <b>Permanent</b> physical severance or <b>Permanent</b> and total loss of use of:</td> </tr> <tr> <td>e) one big toe</td> <td style="text-align: right;">15%</td> </tr> <tr> <td>f) any toe other than above (e)</td> <td style="text-align: right;">6%</td> </tr> <tr> <td>g) one thumb</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>h) one forefinger</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>i) any finger other than above (h)</td> <td style="text-align: right;">10%</td> </tr> <tr> <td colspan="2"><b>Permanent</b> total loss or use of:</td> </tr> <tr> <td>j) shoulder or elbow</td> <td style="text-align: right;">25%</td> </tr> <tr> <td>k) wrist, hip, knee or ankle</td> <td style="text-align: right;">22%</td> </tr> <tr> <td colspan="2">Removal by surgical operation of:</td> </tr> <tr> <td>l) lower jaw</td> <td style="text-align: right;">30%</td> </tr> </table> </li> <li>3. <b>Permanent Total Disablement</b></li> <li>4. <b>Temporary Total Disablement</b></li> </ol>	a) <b>Loss of Sight</b> (both eyes)	100%	b) <b>Loss of Speech</b>	100%	c) <b>Loss of Hearing:</b>		i) in both ears	100%	ii) in one ear	40%	d) <b>Loss of Limb</b>	100%	Loss by <b>Permanent</b> physical severance or <b>Permanent</b> and total loss of use of:		e) one big toe	15%	f) any toe other than above (e)	6%	g) one thumb	30%	h) one forefinger	20%	i) any finger other than above (h)	10%	<b>Permanent</b> total loss or use of:		j) shoulder or elbow	25%	k) wrist, hip, knee or ankle	22%	Removal by surgical operation of:		l) lower jaw	30%	<p><b>We</b> will not pay any Benefit where <b>Bodily Injury</b> following an <b>Accident</b> is the result of or is contributed to by:</p> <ol style="list-style-type: none"> <li>1. <b>Illness</b> or disease (not including <b>Illness</b> or disease resulting from <b>Bodily Injury</b> following an <b>Accident</b>);</li> <li>2. Any naturally occurring condition or degenerative process; and</li> <li>3. Any gradually operating cause.</li> </ol>
a) <b>Loss of Sight</b> (both eyes)	100%																																		
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## **B. Catastrophe**

If during an **Insured Journey** an **Event** results in payment of the death benefit for five (5) or more **Insured persons** who are covered under the Personal Accident Section of this Policy **We** will pay to the **Insured** an additional 25% on top of the amount payable in respect of those five (5) or more **Insured persons** subject to the limits and sub-limits as detailed in the **Schedule**.

## **C. Coma Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay GBP 50 per full twenty-four (24) hours up to a maximum of one hundred and four (104) weeks for any one (1) **Insured Person** while they remain in a continuous unconscious state.

## **D. Convalescence Benefit**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two (2) years is the sole and independent cause of **Permanent** disablement for which Benefit 2, 3 or 4 is claimed **We** will pay necessary expenses incurred with **Our** prior written consent to employ the services of a chauffeur, domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** disablement up to GBP 100 per week to a maximum GBP 10,000 any one **Insured Person**.

## **E. Disability Assistance**

If during an **Insured Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two (2) years is the sole and independent cause of **Permanent** disablement for which Benefit 2 or 3 is claimed **We** will pay necessary expenses incurred with **Our** prior written consent to make alterations to the **Insured Person's** home, car or workplace as a direct and necessary result of the **Permanent** disability suffered up to a maximum of GBP 30,000 any one **Insured Person**.

## **Conditions under Section 1**

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

### **Benefits**

- i. **We** will not pay in respect of any one **Insured Person** more than one (1) of Benefits 1 to 3 in connection with the same **Accident**;
- ii. If an **Accident** gives rise to a claim for 100% of the amount for any of Benefits 2 to 3, this policy will not cover any further **Accident** to that **Insured Person**;
- iii. **We** will pay any amount claimed for Benefit 4 in addition to any amount claimed under Benefits 1 to 3 in connection with the same **Accident**;
- iv. If Benefit 1 is not included, but Benefits 2 -3 are included, **We** will not pay any claims for items under Benefits 2-3 if the **Insured Person** dies during the thirteen (13) week period following the date of the **Accident**. If the **Insured Person** is covered under Benefit 1 but the limit is less than Benefits 2 – 3 then **We** will only pay Benefit 1 and will not pay Benefits 2 – 3 if the **Insured Person** dies in the thirteen (13) weeks following the date of the **Accident**.
- v. If Benefit 2 is claimed in respect of the same **Insured Person** for more than one form of **Bodily Injury** as the result of the same **Accident** the total of the percentages payable shall not exceed 100% of the amount for Benefit 2. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made; and
- vi. Where an **Insured Person** is not in full time gainful employment:
  1. **Permanent Total Disablement** shall read, "**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing**, which entirely prevents the **Insured Person** from attending to any business or occupation to which the **Insured Person** is suited by training or experience, and

which lasts at least twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement in the opinion of a **Medical Practitioner**.”

2. **Temporary Total Disablement** will not be payable.

## Disappearance

In the event of the disappearance of an **Insured Person**, if after twelve (12) months and having examined available evidence **We** believe that death has occurred as a result of **Bodily Injury** following an **Accident**, Benefit 1 shall become payable subject to a signed undertaking by the **Insured** that if the **Insured Person** is subsequently found to be alive such amount shall be refunded to **Us**.

## Exposure

If an **Insured Person** suffers death or disablement as a result of exposure to the elements **We** will consider that as having been caused by **Bodily Injury** following an **Accident**.

## Minors

If the **Insured Person** is aged seventeen (17) or less and is not one of the **Insured's Employees**:

- A. The amount for Benefit 1 will be limited to GBP 10,000.
- B. For the purposes of Benefit 3 **Permanent Total Disablement** shall mean disablement which prevents the **Insured Person** from attending to gainful employment of any and every kind which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.
- C. No amount will be payable under Benefit 4.

## Section 2: Emergency Medical Assistance

What is covered?	What is not covered?
<p><b>A. <u>Emergency Medical Expenses and Emergency Travel Expenses</u></b></p> <p>If during an <b>Insured Journey</b> an <b>Insured Person</b> falls <b>Ill</b> or sustains <b>Bodily Injury</b> following an <b>Accident</b> that requires immediate medical assistance, <b>We</b> will indemnify the <b>Insured</b> in respect of <b>Emergency Medical Expenses</b> and <b>Emergency Travel Expenses</b> which are necessarily incurred as a direct result.</p> <p><b>We</b> will pay up to the limit in the <b>Schedule</b> for all <b>Emergency Medical Expenses</b> and <b>Emergency Travel Expenses</b> incurred in respect of any one <b>Insured Person</b>.</p> <p><b>B. <u>Funeral Expenses</u></b></p> <p>If during the course of an <b>Insured Journey</b> the <b>Insured Person</b> dies <b>We</b> will pay up to a maximum of GBP 10,000 for the necessary cost incurred, with <b>Our</b> prior consent, of funeral expenses and in the case of death outside the <b>Insured Person's Country of Domicile</b> the necessary cost of transporting the body or ashes and the <b>Insured Person's</b> baggage to their normal <b>Country of Domicile</b>.</p> <p><b>C. <u>Hospital Benefit</u></b></p> <p>If during the course of an <b>Insured Journey</b> the <b>Insured Person</b> is admitted to a <b>Hospital</b> on the recommendation of a <b>Medical Practitioner</b> <b>We</b> will pay GBP 50 per full twenty-four (24) hours up to a maximum of fifty-two (52) weeks while the <b>Insured Person</b> is a <b>Hospital</b> in-patient outside the United Kingdom or their <b>Country of Domicile</b>.</p> <p>In addition <b>We</b> will pay the necessary costs incurred by the <b>Insured Person's Immediate Family</b> in respect of travel and accommodation expenses in visiting the <b>Insured Person</b> in <b>Hospital</b> up to GBP 100 per full twenty-four (24) hours up to a maximum of GBP 10,000 any one <b>Insured Person</b>.</p>	<p><b>We</b> will not pay:</p> <ol style="list-style-type: none"> <li>1. For any medical expenses incurred in the <b>Insured Person's Country of Domicile</b> (other than as provided under Special Definition <b>Emergency Medical Expenses</b> above) or for routine medical expenses (e.g. check-ups and regular medication or for any form or elective or non-urgent treatment);</li> <li>2. Any claim if the <b>Insured Person</b> is travelling against medical advice given by a <b>Medical Practitioner</b> or, for the purpose of obtaining medical treatment;</li> <li>3. For any treatment provided after twelve (12) months from the date the <b>Insured Person</b> sustained <b>Bodily Injury</b> or first fell <b>Ill</b>.</li> <li>4. For any expenses incurred after the date and time the <b>Insured Person</b> refuses to be evacuated or repatriated as per <b>Our</b> instructions.</li> <li>5. For any expenses arising from the failure to follow the advice of Healix.</li> <li>6. Any claim handled by Healix where it is subsequently found that the person receiving treatment or incurring costs is not an <b>Insured Person</b> on an <b>Insured Journey</b> in which event such costs will be the sole responsibility of the <b>Insured</b>;</li> <li>7. For any National or Citizen of the United States of America or any <b>Insured Person</b> who is domiciled in the USA for any trip to or within the USA;</li> <li>8. The first GBP 50 of any claim;</li> <li>9. For medical expenses within the United Kingdom or within the <b>Insured Person's Country of Domicile</b> where treatment is available under a national health system or equivalent scheme;</li> <li>10. For routine medical expenses resulting from pregnancy or childbirth; and</li> <li>11. For any medical expenses resulting from pregnancy or childbirth incurred during an <b>Insured Journey</b> that was expected to include travel after thirty-two (32) weeks of pregnancy;</li> </ol>

	<ol style="list-style-type: none"> <li>12. Service or treatment at any long term care facility, spa, hydro clinic or sanatorium that is not a <b>Hospital</b>;</li> <li>13. Routine medical examinations (including vaccinations, the issue of medical certificates and attestations);</li> <li>14. Routine eye and ear examinations including the cost of spectacles, contact lenses and hearing aids;</li> <li>15. Any dental treatment which is not emergency dental treatment, prosthesis, corrective devices and medical appliances, false teeth, crowns, inlays and bridges, orthodontic and endodontic dental care;</li> <li>16. Sexually transmitted diseases;</li> <li>17. Treatment of mental illness or psychiatric disorders;</li> <li>18. Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date;</li> <li>19. Treatment by a family member;</li> <li>20. Treatment that is not scientifically recognized, as determined by <b>Us</b>;</li> <li>21. Treatment resulting from participation in <b>War</b>, riot, civil commotion or any illegal act including resultant imprisonment;</li> <li>22. Any amount where the <b>Insured Person</b> is under influence of drugs or alcohol other than under direction of a <b>Medical Practitioner</b>;</li> <li>23. Any <b>Bodily Injury, Illness</b>, death or loss or expense attributable to HIV or any HIV related illness including AIDS;</li> <li>24. Any amount related to flying other than as a passenger;</li> <li>25. Any amount related to intentional self-inflicted injury or any attempt thereat; and</li> <li>26. Any amount related to elective or cosmetic surgery.</li> </ol> <p>Additionally, for any <b>Insured Journey</b> in excess of six months continuous duration <b>We</b> will not pay for:</p> <ol style="list-style-type: none"> <li>1. The first GBP 250 of any claim; and</li> <li>2. Any condition from which the <b>Insured Person</b> is known to be suffering and/or for which an <b>Insured Person</b> has received professional treatment or consultation during the twenty four (24) months preceding the date of the <b>Accident</b>.</li> </ol>
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### Section 3: Baggage

What is covered?	What is not covered?
<p><b>A. <u>Lost, Stolen or Destroyed Baggage</u></b></p> <p>If during an <b>Insured Journey</b> an <b>Insured Person's</b> baggage is lost, damaged, stolen or destroyed <b>We</b> will indemnify the <b>Insured</b> on behalf of the <b>Insured Person</b> concerned for the cost of repair or replacement as per the below.</p> <p><b>We</b> will pay at <b>Our</b> sole discretion either the cost of replacement as new or, for items that can be economically repaired (including clothing) the cost of repair, up to GBP 1,500 or 25% of the appropriate limit shown in the <b>Schedule</b> (whichever is the greater) in respect of any one individual item, less any amount recoverable from any transport provider. The amount <b>We</b> will pay per <b>Insured Person</b> per <b>Insured</b></p>	<p><b>We</b> will not pay any claims attributable to:</p> <ol style="list-style-type: none"> <li>1. Any claim covered under the Money Section in this policy;</li> <li>2. Loss or damage or destruction caused by: <ol style="list-style-type: none"> <li>A. Wear and tear, depreciation, moth, vermin, chipping, scratching, breakage of glass, china or other fragile items, atmospheric or climatic conditions or any other gradually operating cause;</li> <li>B. Any process of cleaning dyeing repairing or restoring; or</li> <li>C. Delay confiscation or detention by order of any government or public authority.</li> </ol> </li> </ol>

<p><b>Journey</b> is shown in the <b>Schedule</b>.</p> <p><b>B. <u>Delayed Baggage</u></b></p> <p>In the event of the <b>Insured Person's</b> baggage being lost during an <b>Insured Journey</b> for more than 4 hours <b>We</b> will reimburse the <b>Insured</b> on behalf of the <b>Insured Person</b> concerned up to GBP 1,500 towards the cost of purchasing emergency replacement clothing, toilet requisites and similar items. Cover under this extension is only applicable during outbound trips.</p> <p><b>C. <u>Loss of Keys</u></b></p> <p>If during an <b>Insured Journey</b> the keys to the external doors, safes or alarms of the <b>Insured Person's</b> home or car are lost, damaged, stolen or destroyed <b>We</b> will indemnify the <b>Insured</b> on behalf of the <b>Insured Person</b> concerned for the replacement of the keys and lock mechanisms up to GBP 500.</p>	<ol style="list-style-type: none"> <li>3. Mechanical or electrical breakdown or derangement;</li> <li>4. Loss, damage, theft or destruction of trade samples exceeding GBP 1,000 in total or where insured under a more specific insurance;</li> <li>5. Any baggage that is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading;</li> <li>6. Any consequential loss; and</li> <li>7. The first GBP 50 of any claim.</li> </ol>
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### Conditions under Section 3

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

#### Automatic Reinstatement of Limit After a Loss

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

## Section 4: Money And Credit Cards

What is covered?	What is not covered?
<p><b>We</b> will reimburse the <b>Insured</b> on behalf of the <b>Insured Person</b> concerned if during:</p> <ol style="list-style-type: none"> <li>A. An <b>Insured Journey</b> or the one hundred and twenty (120) hours immediately preceding its commencement or subsequent to its completion an <b>Insured Person's Money</b> is lost or stolen;</li> <li>B. An <b>Insured Journey</b> an <b>Insured Person</b> suffers financial loss solely as a result of a credit card being stolen or lost and subsequently used by any person other than the <b>Insured Person</b> or a member of the <b>Insured Person's</b> family.</li> </ol> <p><b>We</b> will pay up to the appropriate limit detailed in the <b>Schedule</b> in respect of any one <b>Insured Person</b>.</p>	<p><b>We</b> will not pay:</p> <ol style="list-style-type: none"> <li>1. For loss or theft exceeding GBP 2,000 in respect of coin bank and currency notes;</li> <li>2. For confiscation, errors or omissions in receipts payments or accountancy or depreciation in value;</li> <li>3. Any claim for loss or theft of a credit card unless the <b>Insured</b> or the <b>Insured Person</b> has complied with all the terms and conditions under which the card was issued where able to do so;</li> <li>4. For any consequential loss; and</li> <li>5. The first GBP 50 of any claim.</li> </ol>

## Section 5: Travel Documents

What is covered?	What is not covered?
<p>If in the one hundred and twenty (120) hours preceding or during an <b>Insured Journey</b> the <b>Insured Person</b> loses, has stolen or damages their passport, visa travel tickets or other essential travel documents <b>We</b> will reimburse the <b>Insured</b> for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the <b>Insured Person</b> to obtain replacements.</p>	<p><b>We</b> will not pay:</p> <ol style="list-style-type: none"> <li>1. The first GBP 50 of any claim; and</li> <li>2. If the loss or theft of passport or visa has not been reported to the consular representative of the relevant issuing country within twenty-four (24) hours of discovery.</li> </ol>

<b>We will pay up to GBP 2,500 any one Insured Person.</b>	
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## Section 6: Cancellation, Curtailment (Including Replacement And Rearrangement) And Change Of Itinerary

What is covered?	What is not covered?
<p><b>A. <u>Cancellation</u></b></p> <p>If the <b>Insured</b> or the <b>Insured Person</b> is forced to cancel an <b>Insured Journey</b> as a direct and necessary result of any cause outside the <b>Insured's</b> or the <b>Insured Person's</b> control including volcanic ash <b>We</b> will reimburse the <b>Insured</b> for all deposits, advance payments and other charges for transport and accommodation.</p> <p><b>B. <u>Curtailment</u></b></p> <p>If the <b>Insured</b> or the <b>Insured Person</b> is forced to cut short an <b>Insured Journey</b> and return to their <b>Country of Domicile</b> as a direct and necessary result of any cause outside the <b>Insured's</b> or the <b>Insured Person's</b> control including volcanic ash <b>We</b> will reimburse the <b>Insured</b>:</p> <ol style="list-style-type: none"> <li>1. For all non-recoverable deposits, advance payments and other charges for transport and accommodation; and</li> <li>2. For the additional cost of travel and accommodation necessarily incurred to return the <b>Insured Person</b> to their <b>Country of Domicile</b>.</li> </ol> <p><b>C. <u>Replacement and Rearrangement following Curtailment</u></b></p> <p>Following the curtailment of an <b>Insured Journey</b> <b>We</b> will reimburse the <b>Insured</b> for the additional cost of travel and accommodation necessarily incurred as a direct result of:</p> <ol style="list-style-type: none"> <li>1. The sending of a replacement <b>Insured Person</b> to assume the duties of the original <b>Insured Person</b>; or</li> <li>2. Rearrangement of the original <b>Insured Person's Insured Journey</b> to resume his or her duties within six (6) months of curtailment.</li> </ol> <p><b>D. <u>Change of Itinerary including Missed Departure</u></b></p> <p>If the <b>Insured</b> or the <b>Insured Person</b> is forced to alter pre-booked arrangements in connection with an <b>Insured Journey</b> as a direct and necessary result of any cause outside the <b>Insured's</b> or the <b>Insured Person's</b> control <b>We</b> will reimburse the <b>Insured</b> for the additional cost of travel and accommodation necessarily incurred to enable the <b>Insured Person</b> to continue that <b>Insured Journey</b>. <b>We</b> will pay up to the cost of the <b>Insured Journey</b> including those trips on the <b>Insured's</b> business funded wholly or in part by air miles but not exceeding the appropriate limit in respect of any one <b>Insured Person</b> subject to the <b>Event</b> limit as detailed in the <b>Schedule</b>.</p>	<p><b>We</b> will not pay for any claims attributable to:</p> <ol style="list-style-type: none"> <li>1. The first GBP 50 of any claim;</li> <li>2. Disinclination to travel;</li> <li>3. The <b>Insured Person</b> committing or attempting to commit suicide or as a result of self-inflicted <b>Bodily Injury</b>;</li> <li>4. The <b>Insured Person</b> engaging in flying of any kind other than as a passenger;</li> <li>5. Redundancy of the <b>Insured Person</b> or any of the <b>Insured's Employees</b>;</li> <li>6. The <b>Insured's</b> financial circumstances;</li> <li>7. The financial failure or omission or neglect of any provider (or their agent) of transport or accommodation;</li> <li>8. Regulations made by any government or public authority;</li> <li>9. Withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any port authority or the Civil Aviation Authority or any similar body in any country;</li> <li>10. Strike, labour, dispute, mechanical breakdown or failure of the means of transport where the strike or industrial action already existed prior to the booking of the <b>Insured Journey</b> or of which advance warning had been given prior to the date on which the <b>Insured Journey</b> was booked;</li> <li>11. Circumstances involving a <b>Person</b> who is travelling or intending to travel against the advice of a <b>Medical Practitioner</b> or for the purpose of obtaining treatment;</li> <li>12. The serious <b>Illness, Bodily Injury</b> or death of a member of the <b>Insured Person's Immediate Family</b> or business colleague who is either: <ol style="list-style-type: none"> <li>a) at or over the age of seventy-five (75) at the time of booking or is expected to be aged at or over seventy-five (75) at any time during the planned <b>Insured Journey</b>; or</li> <li>b) was seriously or critically <b>Ill</b> at the time of booking the <b>Insured Journey</b>, as determined by <b>Us</b> at <b>Our</b> sole discretion;</li> </ol> </li> <li>13. The serious <b>Illness, Accidental Bodily Injury</b> or death of a person who is not a member of the <b>Insured Person's Immediate Family</b> or a business colleague;</li> <li>14. The costs to return the <b>Insured Person</b> to their <b>Country of Domicile</b> upon the planned completion of their secondment or overseas placement and the costs to send a replacement <b>Insured Person</b> at the planned start of their secondment or overseas placement;</li> <li>15. <b>We</b> will not pay any claim for any loss, damage, liability, cost or expense arising directly or indirectly</li> </ol>

	<p>out of a <b>Cyber Act</b> or <b>Cyber Incident</b>; and</p> <p>16. <b>We</b> will not pay any claim in any way caused by or resulting from any of the following:</p> <ol style="list-style-type: none"> <li>Coronavirus disease (COVID-19);</li> <li>Any mutation or variation of COVID-19;</li> <li>Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);</li> <li>Any mutation or variation of SARS-CoV-2;</li> <li>Any epidemic, pandemic or mass outbreak of infectious disease;</li> <li>Any fear or threat of a), b), c), d) or e) above (whether actual or perceived).</li> </ol>
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## Section 7: Travel Delay

What is covered?	What is not covered?
<p>If the departure (both original and subsequent) of the means of transport on which the <b>Insured Person</b> is booked to travel on an <b>Insured Journey</b> is delayed as a direct and necessary result of any cause outside the <b>Insured</b> or <b>Insured Person's</b> control including volcanic ash <b>We</b> will compensate the <b>Insured</b> for the inconvenience caused.</p> <p><b>We</b> will pay GBP 100 for each consecutive four (4) hours up to a maximum of GBP 500 in respect of any one <b>Insured Person</b>.</p>	<p><b>We</b> will not pay:</p> <ol style="list-style-type: none"> <li>If the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the <b>Insured Journey</b> was booked;</li> <li>If the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any port authority or the Civil Aviation Authority or any similar body in any country;</li> <li>If the <b>Insured Person</b> has received any financial compensation from the airline concerned in respect of over booking of seats; and</li> <li>For the first four (4) hours of any delay.</li> </ol>

## Section 8: Hi-jack, Kidnap And Hostage

What is covered?	What is not covered?
<p><b>A. <u>Hi-Jack</u></b></p> <p><b>We</b> will pay the <b>Insured</b> as a direct consequence of an <b>Insured Person</b> being victim of a <b>Hi-jack</b> during an <b>Insured Journey</b> the daily amount specified in the <b>Schedule</b>.</p> <p><b>B. <u>Kidnap and Hostage Expenses</u></b></p> <p><b>We</b> will reimburse the <b>Insured</b> for <b>Consultant Costs</b> up to a maximum of the limit stated in the <b>Schedule</b> if an <b>Insured Person</b> is:</p> <ol style="list-style-type: none"> <li><b>Kidnapped</b>; or</li> <li>Taken <b>Hostage</b>;</li> </ol> <p>for a period in excess of seventy-two (72) hours which starts during the <b>Insured Journey</b>.</p> <p>The maximum payable in respect of <b>Consultant Costs</b> under this Section is GBP 150,000 in the annual aggregate for all losses under this policy occurring during each <b>Period of</b></p>	<p><b>We</b> will not pay any claim:</p> <ol style="list-style-type: none"> <li>In respect of any fraudulent, dishonest, or criminal acts committed by the <b>Insured</b> or <b>Insured Person</b>, or any person authorised by or in collusion with them;</li> <li>If the <b>Insured Person</b> is permanently residing or staying for more than ninety (90) consecutive days in the country where the <b>Kidnapping</b> or <b>Hostage</b> taking occurs;</li> <li>In respect of <b>Kidnapping</b> of a <b>Child</b> by its parent or legal guardian;</li> <li>Where the <b>Kidnap</b> or <b>Hostage</b> taking occurs in: <ol style="list-style-type: none"> <li>any country located in Central or South America; or</li> <li>Afghanistan, Belarus, Chechnya, Cuba, Iran, Iraq, Israel (West Bank, Gaza and the Occupied Territories), Lebanon, Libya, Myanmar, Nigeria, North Korea, Philippines, Russia, Somalia, Sudan, Syria, Ukraine + Crimea /Sevastopol, Donetsk, Luhansk, Kherson, Zaporizhia &amp; Mykolayiv Oblasts, Venezuela and Yemen; or</li> </ol> </li> </ol>

<p><b>Insurance.</b></p>	<p>4.3 any country in which the United Nations armed forces are deployed;</p> <p>5. To the extent the <b>Insured</b> and/or <b>Insured Person</b> can recover any amount from any other insurance policy;</p> <p>6. An <b>Insured</b> or <b>Insured Person</b> who has had kidnap insurance cancelled or declined in the past;</p> <p>7. Any claim for an <b>Insured Person</b> within their <b>Country of Domicile</b>;</p> <p>8. Any amount of money that the <b>Insured</b> becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the <b>Insured</b> in defence of such action, resulting from alleged negligence or incompetence in <b>Hostage</b> retrieval operations or negotiations following the <b>Kidnap</b> of an <b>Insured Person</b> or alleged negligence in not preventing the <b>Kidnap</b> of an <b>Insured Person</b>;</p> <p>9. In respect of any <b>Ransom</b>, including reimbursement or payment of any amount of <b>Money, Property</b> or other consideration surrendered to those responsible for making a <b>Ransom</b> demand to an <b>Insured</b> or any person authorised to act on behalf of an <b>Insured</b>.</p>
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### Conditions under Section 8

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

#### Notification

When a **Kidnap** or **Hostage** event has occurred or is believed to have occurred the **Insured** must::

1. inform **Us** and **Our** representatives and provide whatever information is requested as soon as possible;
2. inform, or allow **Us** and **Our** representatives to inform the law enforcement authorities in the country where an insured event has occurred, of any **Ransom** demand as soon as is practicable having regard for the personal safety of the **Insured Person**.

On the occurrence of any event likely to give rise to a claim under this Section, the **Insured** must immediately contact Healix.

The representatives can be contacted twenty-four (24) hours a day, seven (7) days a week at the following:

Telephone: +44 (0)20 8049 8301

Email: EverestRe@healix.com

**IF THE REPRESENTATIVES HAVE NOT BEEN CONTACTED, THEN NO CLAIM WILL BE PAID.**

#### Persons Not Insured

In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any **Insured Person** subsequently found not to be insured under this policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

#### Benefit Period

If during an **Insured Journey** an **Insured Person** is the victim of a **Hi-jack, Kidnap** or taken **Hostage**, the cover shall continue in respect of that **Insured Person** for up to fifty-two (52) weeks from the date of **Hi-jack, Kidnap** or the **Insured Person** being taken **Hostage** until the **Insured Person** returns home.

## Section 9: Political And Natural Disaster Evacuation Expenses

What is covered?	What is not covered?
<p>If whilst an <b>Insured Person</b> is travelling outside of their <b>Country of Domicile</b> on an <b>Insured Journey</b> and:</p> <ol style="list-style-type: none"> <li>1. Officials (local government employees or equivalent) in the country the <b>Insured Person</b> is in, recommend that certain employment categories of persons, which employment categories include the <b>Insured Person</b>, should leave that country; or</li> <li>2. The <b>Insured Person</b> is expelled from or declared persona non grata in the country in which they are situated; or</li> <li>3. There is a <b>Major Natural Disaster</b> in the country in which the <b>Insured Person</b> is situated, necessitating their immediate evacuation in order to avoid personal risk of <b>Bodily Injury or Illness</b>,</li> </ol> <p><b>We will pay:</b></p> <ol style="list-style-type: none"> <li>A. Expenses not exceeding the limit stated in the <b>Schedule</b> to return the <b>Insured Person</b> to their <b>Country of Domicile</b>; or</li> <li>B. Expenses not exceeding the limit stated in the <b>Schedule</b> to deliver the <b>Insured Person</b> to the nearest place of safety; and</li> <li>C. The provision of appropriate security, security escort service and/or appropriate flight(s) home up to the limit stated in the <b>Schedule</b>;</li> <li>D. Hibernation options, life support assistance, security, and relocation;</li> <li>E. Where the <b>Insured Person</b> is unable to return to their <b>Country of Domicile</b>, the costs of accommodation, up to a maximum of GBP 100 per day for each <b>Insured Person</b> for a maximum period of ten (10) days. This benefit is not payable in the <b>Insured Person's Country of Domicile</b>.</li> </ol>	<p><b>We will not pay any claim:</b></p> <ol style="list-style-type: none"> <li>2. Where the <b>Insured Person</b> has breached or is accused of breaching the laws or regulations of the country from which they have to be evacuated;</li> <li>3. Where the <b>Insured Person</b> fails to produce or maintain immigration, work, residence or similar visas, permits or other documentation necessary to remain in that country;</li> <li>4. Due to debt, insolvency, commercial failure, the repossession of property or any other financial cause;</li> <li>5. Following the <b>Insured's</b> or <b>Insured Person's</b> failure to honour any contractual obligations or bond or to obey any conditions of a license;</li> <li>6. If the <b>Insured Person</b> is a national of the country from which they are to be evacuated;</li> <li>7. Where political unrest or a <b>Major Natural Disaster</b> existed prior to the <b>Insured Person</b> entering the country or its event being foreseeable to the <b>Insured Person</b> before they entered the country;</li> <li>8. For expenses necessarily incurred as part of the original travel budget;</li> <li>9. Where the <b>Insured Person</b> was travelling solely for leisure purposes; and</li> <li>10. Where it is illegal or deemed by <b>Underwriters</b> to be too dangerous to evacuate the <b>Insured Person</b>.</li> </ol>

### Conditions under Section 9

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

#### Notification and Good Faith

If an incident occurs which may result in a claim under this Section the **Insured or Insured Person** must inform **Our representatives, Healix**, who are available twenty-four hours a day, seven days a week at the following:

Telephone: +44 (0)20 8049 8301  
 Email: EverestRe@healix.com

#### IF THE REPRESENTATIVES HAVE NOT BEEN CONTACTED, THEN NO CLAIM WILL BE PAID.

1. If repatriation expenses are necessarily incurred by **Us** when acting in good faith in respect of any person subsequently found not to be insured under this policy, the **Insured** will reimburse **Us** for all such costs incurred.
2. To avoid prejudicing the claim, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems without involving Healix.
3. In all cases **We** will decide where to send the **Insured Person**.

## Section 10: Legal Expenses

What is covered?	What is not covered?
<p><b>We</b> will pay for <b>Legal Expenses</b> incurred on behalf of an <b>Insured Person</b> in pursuit of a civil claim for damages or compensation against a third party who has caused <b>Bodily Injury</b> to or death of that <b>Insured Person</b> from an original <b>Accidental</b> event, or circumstance occurring during the <b>Period of Insurance</b> whilst an <b>Insured Person</b> is on an <b>Insured Journey</b>.</p> <p>The maximum amount <b>We</b> will pay from a single original event, or circumstance for each <b>Insured Person</b> for all <b>Legal Expenses</b> reasonably and necessarily incurred is shown in the <b>Schedule</b>.</p>	<p><b>We</b> will not pay for:</p> <ol style="list-style-type: none"> <li>1. The defending of any civil claim or <b>Legal Proceedings</b> made or brought against the <b>Insured Person</b>, including any counterclaims made against the <b>Insured Person</b> in connection with any <b>Third Party Claim</b>;</li> <li>2. <b>Illness</b>;</li> <li>3. death or <b>Bodily Injury</b> that occurs gradually or is not caused by an <b>Accident</b>, including deep vein thrombosis (DVT) or its symptoms in relation to air travel;</li> <li>4. when the <b>Insured</b> or <b>Insured Person</b> does not keep to the terms, conditions and exclusions under this Section;</li> <li>5. when there is more specific insurance under another policy that the <b>Insured</b> or <b>Insured Person</b> holds or where there is no possibility of recovery under another insurance policy because that insurer has refused the claim;</li> <li>6. fines or other penalties imposed by a court of criminal jurisdiction or other authority;</li> <li>7. any criminal act deliberately or intentionally committed by the <b>Insured Person</b>;</li> <li>8. the <b>Insured Person</b> driving a motor vehicle without a valid licence and/or insurance;</li> <li>9. pursuing any claim against any travel agent, tour operator, insurer or their agents;</li> <li>10. clinical negligence;</li> <li>11. an application for judicial review;</li> <li>12. any claim or circumstance notified more than six (6) months after the event from which the cause of action arose or where the <b>Insured</b> or <b>Insured Person</b> has failed to notify <b>Us</b> of the event giving rise to a <b>Third Party Claim</b> within a reasonable time and <b>We</b> believe this failure has prejudiced <b>Our</b> position;</li> <li>13. <b>Legal Expenses</b> incurred by an <b>Insured Person</b> making a claim against the <b>Insured</b>, <b>Us</b>, the <b>Insured Person's Immediate Family</b>, any other person covered under this Policy, or any organisation or person involved in arranging this Policy;</li> <li>14. <b>Legal Expenses</b> incurred before <b>We</b> have given <b>Our</b> consent;</li> <li>15. <b>Legal Expenses</b> chargeable by the <b>Legal Representatives</b> under contingency fee arrangements;</li> <li>16. slander or libel;</li> <li>17. <b>Terrorist Activity</b> or any loss arising out of intentional use of force to intercept, prevent, or mitigate any known or suspected <b>Terrorist Activity</b>;</li> <li>18. <b>War</b>, whether directly or indirectly;</li> <li>19. ionising <b>Radiations</b> or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;</li> <li>20. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, whether directly or indirectly;and</li> <li>21. pressure waves caused by any aircraft.</li> </ol>

## Conditions under Section 10

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

- a) An **Insured Person** must report any original event or circumstance that is likely to give rise to a claim under this Section to **Us** as soon as practicably possible and in any event no less than six (6) months after the **Insured Person** knew or ought to have known about the event or circumstance. In respect of an appeal or defence of an appeal this must be reported to **Us** at least ten (10) working days prior to the deadline for the appeal.
- b) **Our** consent to pay any **Legal Expenses** must firstly be obtained in writing before they are incurred, or this shall entitle **Us** to withdraw cover under this Section and recover any **Legal Expenses We** have paid.
- c) The **Insured** must consent for an **Insured Person** to make a claim under this Section.
- d) In the first instance, **We** will appoint a **Legal Representative**. If, however, there are reasonable circumstances for this not to be appropriate, such as a conflict of interest, the **Insured** may nominate a **Legal Representative** by sending **Us** their name and address. If **We** do not approve of the **Legal Representative** that has been chosen, the **Insured** may choose an alternative. If there is still a disagreement regarding the nomination of the **Legal Representative**, **We** will ask the president of a relevant national law society to choose a suitable individual, the choice of whom all parties must abide by.
- e) The **Insured** and their representatives, the **Legal Representative** and the **Insured Person** must fully cooperate with **Us**, keep **Us** fully informed at all times and pass on any information **We** require in regard to any **Third Party Claim** or **Legal Proceedings** under this Section of the Policy. The **Insured** and **Insured Person** must also cooperate fully with the **Legal Representative**. **We** are entitled to have access to and be provided by the **Legal Representative** on request, any information or documentation or advice relating to any **Third Party Claim** or **Legal Proceedings** under this Section of the Policy.
- f) **Our** decision to allow the commencement and the continuation of **Legal Proceedings** will take into account the opinion of the **Legal Representative** and **Our** own counsel. Consent will be given if:
  - i. the collective legal opinion of the **Legal Representative** and **Our** own counsel is that there is a continuing reasonable prospect of success (more than 50%) for pursuing the **Legal Proceedings**; and
  - ii. the cost in pursuing a **Third Party Claim** is likely to be less than the amount of damages or compensation that the **Insured Person** is likely to receive; and
  - iii. it is reasonable for **Legal Expenses** to be paid by **Us**.
- g) If the opinion of the **Legal Representative**, the **Insured** and/or **Our** own counsel differ, **We** may at **Our** 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 a relevant national law society. This opinion will determine whether **We** give **Our** consent to the commencement and continuation of **Legal Proceedings**.
- h) If **We** do not give **Our** consent to the commencement of **Legal Proceedings**, then **We** will only pay for the reasonable costs in obtaining the initial opinion of the **Legal Representative** upon the merits of pursuing a **Third Party Claim** for damages or compensation. If **We** do not give **Our** consent for the continuation of **Legal Proceedings** and as such **We** withdraw **Our** consent, then **We** will only pay for the costs incurred under this Section up until the date that consent to continue is withdrawn by **Us**.
- i) If the opinion of the **Legal Representative**, the **Insured** and/or **Our** own counsel is that there is a reasonable prospect of success but the cost of pursuing a **Third Party Claim** is likely to be more than the amount of damages or compensation that the **Insured Person** is likely to receive, the maximum **We** will pay is the anticipated amount of damages or compensation or the applicable limit of indemnity stated on the **Schedule**, whichever is the lesser amount. This shall be payable at **Our** sole discretion.
- j) All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.
- k) **We** may at **Our** discretion assume control, in the name of the **Insured Person**, of any **Third Party Claims** or **Legal Proceedings** under this Section at any time.
- l) If the **Insured** or **Insured Person** settles or withdraws a **Third Party Claim** without **Our** prior written agreement, cover under this Section will end and **We** will be entitled to recover any **Legal Expenses We** have incurred from the **Insured**.
- m) If the **Insured** or **Insured Person** refuses to accept a reasonable offer or payment into court to settle a **Third Party Claim** against **Our** and the **Legal Representative's** recommendation, then **We** may refuse to pay any further benefit under this Section.
- n) No agreement to settle on the basis of both parties paying their own costs is to be made without **Our** prior written agreement.
- o) If the **Legal Representative** is dismissed without **Our** prior written agreement, cover under this Section will end and **We** will be entitled to recover any **Legal Expenses We** have incurred from the **Insured**.
- p) 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 **Us** will be reimbursed by the **Insured Person** or those acting on behalf of the **Insured Person** to **Us** to the extent of the full amount of such costs awarded.
- q) Apart from the decision of appointing a **Legal Representative**, or the commencement or continuation of **Legal Proceedings**, if there is any dispute between the **Insured** and **Us** in respect of acceptance, control, handling or refusal of any claim under this Section, this will be referred to a single arbitrator. The arbitrator will be a solicitor or barrister agreed by the **Insured** and **Us**, or if there is a dispute as to the choice, one who is chosen by the president of a relevant national law society. The arbitrator's decision shall be final and binding on all parties, including the apportionment of costs.
- r) The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section of the Policy only in relation to any third-party rights or interest.

## Section 11: Personal Liability

What is covered?	What is not covered?
<p><b>We</b> will indemnify for:</p> <p>A. compensatory damages which the <b>Insured Person</b> shall become legally liable to pay because during an <b>Insured Person's Insured Journey</b> they caused the <b>Accidental Bodily Injury</b> or <b>Accidental</b> death of any other person, or <b>Accidental</b> loss or damage to the material property of any third party; and</p> <p>B. an <b>Insured Person's</b> reasonable and necessary legal costs and expenses for settling and defending a claim made against the <b>Insured Person</b> as long as the <b>Insured Person</b> has incurred and paid them with <b>Our</b> prior approval.</p> <p>The maximum <b>We</b> will pay per incident is GBP 2,000,000.</p>	<p><b>We</b> will not indemnify for legal liability:</p> <ol style="list-style-type: none"> <li>1. any person under a contract of employment or service with the <b>Insured</b> when the <b>Accidental Bodily Injury</b> or <b>Accidental</b> death arises out of and in the course of their employment with the <b>Insured</b>;</li> <li>2. loss of or damage to property belonging to or in the care or control of an <b>Insured Person</b> or any other person under a contract of employment or service with the <b>Insured</b> when the loss of or damage to property arises out of and in the course of their employment with the <b>Insured</b>;</li> <li>3. ownership, custody, or use of any motor vehicle or mechanically propelled vehicle, aircraft, watercraft, firearms, land or buildings, or animals;</li> <li>4. the conduct of a business, profession or trade, including an <b>Insured Person</b> providing professional advice or services;</li> <li>5. a claim which would be covered under any workers compensation legislation, an industrial award or agreement, accident compensation legislation, or any similar legislation or regulation;</li> <li>6. any fine or penalty;</li> <li>7. punitive, aggravated or exemplary damages;</li> <li>8. any wilful, unlawful, or malicious act;</li> <li>9. material property belonging to or held in trust by the <b>insured person</b> except for their temporary accommodation whilst on a <b>trip</b>;</li> <li>10. an <b>Insured Person's</b> participation in <b>Terrorist Activity</b> or any loss arising out of the <b>Insured Person's</b> intentional use of force to intercept, prevent, or mitigate any known or suspected <b>Terrorist Activity</b>;</li> <li>11. <b>War</b>, whether directly or indirectly;</li> <li>12. (i) ionising <b>Radiations</b> or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, whether directly or indirectly.</li> <li>13. the transmission of a communicable disease or virus;</li> <li>14. any liability agreed by the <b>Insured Person</b> unless such liability would have attached to the <b>Insured Person</b> in the absence of that agreement.</li> </ol>

### Conditions under Section 9

In addition to the General Conditions set out in this Policy, the below conditions apply to this Section.

- a) No offer or promise of payment or admission of any liability or fault or negotiation must be made to any party without **Our** prior written approval.
- b) The **Insured Person**, the **Insured** or either of their representatives must not become involved in any litigation without **Our** prior written approval.
- c) The **Insured Person** must give **Us** immediate notice of any inquest, impending prosecution, fatal enquiry and event that might give rise to a claim under this Section.
- d) **We** must be provided with all documents relating to a claim or potential claim, including but not limited to every writ, summons, letter, claim and process, under this Section immediately upon receipt of such documents by the **Insured Person** and/or **Insured**.
- e) **We** must be provided with all reasonable assistance required by **Us** by the **Insured Person**, **Insured** and either of their **Legal Representatives**.
- f) Should **We** so choose, **We** shall have the right to act in the **Insured Person's** name and take over the defence and/or

settlement of any claim. This shall extend to include, at **Our** own expense, any prosecution or claim for indemnity or damages against any other person.

- g) Should **We** so choose, at any time **We** may pay the **Insured** the amount shown for this Section in the **Schedule** (minus any sums already paid as compensation) or an amount that is lesser for which the claim or a series of claims can be settled. Following this, **We** shall not be under any further liability in respect of the claim or series of claims, except for any costs or expenses incurred prior to the date of such payment.
- h) If the liability of the **Insured Person** in respect of a claim or series of claims exceeds the amount shown for this benefit in the **Schedule**, the amount of **Our** liability for the claim or series of claims shall be reduced in the same proportion to the difference between the amount shown for this benefit in the **Schedule** and the total amount the **Insured Person** will settle in relation to the claim or series of claims.

## What Is Not Covered (Applicable to all Sections)

This policy does not cover claims in any way caused or contributed to by:

1. Travel to any country or with any persons in breach of the Sanctions, Export and Exchange Control clause;
2. Travel to any country where the Foreign, Commonwealth & Development Office advises or has advised against all or all but essential travel to such country on [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) on or before the date of the **Inured Person's** travel, unless such travel has been agreed by **Underwriters** in writing, in advance and at **Underwriters'** absolute discretion;
3. Failure on the part of the **Insured person** to follow any suggestions or recommendations made by any government or other official authority including the Foreign, Commonwealth & Development Office during the **Period of Insurance**;
4. **War**;
5. the actual or threatened use of **Utilisation of Biological Weapons of Mass Destruction**;
6. the actual or threatened use of **Utilisation of Chemical Weapons of Mass Destruction**;
7. the actual or threatened use of **Utilisation of Nuclear Weapons of Mass Destruction**;
8. Nuclear reaction, nuclear **Radiation** or radioactive contamination;
9. The **Insured Person** engaging in or taking part in armed forces service or operations;
10. The **Insured Person** engaging in flying of any kind other than as a passenger;
11. The **Insured Person's** suicide or attempted suicide or intentional self-**Bodily Injury**;
12. The **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
13. A criminal act by the **Insured Person**;
14. The **Insured Person** being intoxicated by alcohol or drugs;
15. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
16. Any activities below, unless agreed by **Us** (unless the **Schedule** is endorsed to include such activities). abseiling, alpine skiing (including off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice), American football, ballooning, curling, cycle touring, dry slope skiing, fencing, go karting, hockey, horse riding (excluding hunting/show jumping/eventing), ice skating, ice hockey, judo, lacrosse, martial arts, Nordic skiing, off road driving (excluding third party liability), paintballing, kayaking, canoeing or white water rafting grades 4 & 5 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rugby, ski bobbing/ski doo, snowboarding, weight lifting, wrestling;
17. The following excluded activities: acrobatics; base jumping; bouldering; boxing; bungee jumping; canyoning; caving; free climbing; gliding; hang gliding; heli skiing; hunting; microlighting; mountaineering or rock climbing normally involving the use of ropes or guides; motor sports; parachuting; paragliding; paramotoring; parapenting; polo; potholing; ski flying; ski jumping; ski mountaineering; ski racing; ski randonee; ski stunting/acrobatics; sky diving; all forms of racing other than on foot; white water rafting in excess of Grade 5; any form of operational duties as a member of the armed forces; professional sports; professional entertaining; sports tours or competitions; any other sport or activity not listed above which involves physical contact or a significant risk of **Bodily Injury** (except when stated in the **Schedule** as being included).
18. Driving any vehicle or riding on motorcycles or motor scooters where the **Insured Person**:
  - (a) is found to have been driving/riding at the time of the **Accident** with a level of alcohol in their blood above that permitted under prevailing legislation; or
  - (b) was not wearing a safety crash helmet, or
  - (c) did not hold a current UK driving/riding license and/or was unqualified or unlicensed to drive/ride such vehicle, motorcycle or motor scooter.
19. An **Insured Person** who is seventy-five (75) years old or more at the commencement of the **Period of Insurance**, unless agreed by **Us** in writing.
20. Any **Insured Journey** to Afghanistan, Belarus, Chechnya, Central Africa Republic, Cuba, Democratic Republic of Congo, Iran, Iraq, Israel/Palestine (West Bank, Gaza Strip and Occupied Territories), Lebanon, Libya, Myanmar, Nigeria, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine + Crimea /Sevastopol, Donetsk, Luhansk, Kherson, Zaporizhia & Mykolayiv Oblasts, Venezuela and Yemen unless declared to and accepted in writing by **Us** prior to commencement.