

Group Travel Insurance

Travel

Certificate No.	VGT 12494		
Assured	St Albans School &/or The Governors of St Albans School, St Albans Schools Trust, The St Albans School Woollam Playing Field Trust, Abbey Gateway Enterprises Limited, Cheapside (1991) Limited, The St Albans School Development Trust, John Insomuch Schoolmaster Printer (1479) Limited, The Scholarship & Bursary Trust, The John Clough Bursary Trust		
Period of Insurance from	24 th June 2016	to	23 rd June 2017 inclusive <small>(and/or for such further period(s) as may be mutually agreed between the Insurers and the Assured)</small>
Date Certificate prepared	28 th June 2016		
Premium	£6,262.50	IPT	£594.93 Total £6,857.43

This Certificate is a legal contract. It needs to be examined thoroughly to ensure it meets with your requirements. If it does not meet your requirements you need to contact your insurance advisor without undue delay. Any facts which VELA Underwriting has taken into account in the assessment or acceptance of this insurance, and any subsequent changes to those facts, need to be declared. Failure to do so may invalidate the Certificate or result in certain covers not operating fully. If there are any doubts as to whether a fact is material or not, the insurance advisor needs to be contacted without undue delay.

Authorisation Clause

This is to Certify that in accordance with the authorisation granted under Contract No. PA04280731 to VELA Underwriting by Royal & Sun Alliance Insurance plc (no.93792) Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex. RH12 1XL. (herein called the Insurer), Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Insurer will provide the insurance described in this Certificate subject to the terms and conditions for the Period of Insurance shown and any subsequent period for which the Assured &/or Insured Person shall pay and the Insurer shall agree to accept the premium.

In Witness Whereof this Certificate has been signed on:

Date: 28 June 2016



By:.....

Vela Underwriting is a division of Oval Insurance Broking Limited which is authorised and regulated by the Financial Conduct Authority. Registered Office: 9 South Parade, Wakefield, WF1 1LR. Registered in England No: 01195184

Group Travel Insurance

Travel - Insuring Clause

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

Insured Persons and Sums Insured

INSURED PERSONS

All Teachers, Governors, Members of the School's Advisory Council and Pupils of the Assured including Volunteers and Adult Helpers

Section 1 Medical, Hospital, Repatriation and Other Expenses

£ Unlimited

Section 2 Trip Cancellation and Disruption

£ 15,000

Section 3 Baggage, Personal Effects and Business Equipment

£ 15,000 (single item limit £3,000) Business
Equipment (Up to maximum £3,000)

Section 4 Money, Travellers' Cheques, Passports, Travel Documents and Credit Cards

£ 5,000 (cash limit £3,000)

Section 5 Personal Accident *

Capital Benefit: £ 50,000

Paraplegia: £50,000

Quadriplegia: £100,000

Weekly Benefit: £Nil

Section 6 Legal Expenses and Personal Liability

Legal Expenses £50,000

Personal Liability £5,000,000

Section 7 Hijack, Kidnap, Kidnap for Ransom or Hostage

Ransom Monies Up to £250,000

Consultants Costs Up to £50,000

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

Section 8 Evacuation

Evacuation and Repatriation Costs Up to £50,000

Section 9 Personal Security Specialists Expenses

Any One Insured Person Up to £10,000

During the Period of Insurance Up to £250,000

Section 10 Guests and Corporate Event Benefit

Capital Benefit: Up to £25,000

Holiday Inclusion Clause & Winter Sports Inclusion Clause

Applicable to the following Insured Persons:- **Not Covered**

United Kingdom Travel Extension:

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

Group Travel Insurance

General Conditions & Endorsements

General Conditions

Geographical Limits: **Worldwide**

Visits to Areas of War or Unrest

Where the Assured submits details of the proposed itinerary prior to the commencement of the Period of Travel, the Insurers will indicate the premium that they will require to include Bodily Injury as a result of war, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection or military or usurped power. It being understood and agreed that the subsequent attachment of cover hereunder in respect of that Period of Travel shall be subject to the Assureds' prior acceptance of the terms thus indicated

Any One Accident/Accumulation Limit:

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

Insurers total liability under section 5 shall not exceed in all the following limit: £10,000,000

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

Where more than one Schedule, Schedule of Benefits or Certificate showing benefits has been issued by Insurers in the name of the Assured, one aggregate limit of liability, the greatest, shall apply over all

Endorsements

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

Group Travel Insurance

Periods of Travel

Each Insured Person and each Period of Travel shall be deemed a separate Insurance. For female Insured Persons the words he, him and his appearing in the wording of this Insurance shall be deemed replaced by she and her.

It is a condition precedent to the attachment of cover hereunder that the Period of Travel shall not have been booked or commenced wholly or partly for the purpose of obtaining medical treatment or convalescent care.

Cover in respect of each Period of Travel shall commence at the time the Insured Person leaves his home or place of business whichever occurs the later for the purpose of proceeding on the insured journey on the Assureds' behalf, and terminate at the time he returns to his home or place of business whichever occurs the earlier, from door to door.

Except where the Insurers' specific prior agreement has been obtained, no Period of Travel shall be deemed to exceed six calendar months in duration. If a Period of Travel is not completed within this time limit due to circumstances beyond the Assureds' and the Insured Person's control, cover hereunder will continue until such completion without additional premium for up to a maximum of twelve calendar months in all for hijack or kidnap, or sixty days in all for any other circumstance.

Provided that the Insurers' specific prior agreement has been obtained to renewal or extension of this Insurance at its expiry date, cover hereunder in respect of any Period of Travel in progress at such expiry date shall continue until its termination in accordance with paragraphs above. If the Insurers' prior agreement to such renewal or extension has not been thus obtained, cover hereunder shall continue for up to a maximum of thirty days only.

Subject always to the terms, provisions, conditions and exclusions hereof, cover under this Insurance shall attach in respect of all Periods of Travel commencing during the Period of Insurance. Any travel and accommodation bookings made during the Period of Insurance but relating to a Period of Travel planned to commence after its expiry date shall be included for cover under the trip cancellation provisions of Section 2(a) hereof during the period up to but not beyond the said expiry date. *(The continuation of cover thereafter will be subject to the Insurers' prior agreement to renewal or extension of this Insurance).*

Holiday Travel: *Unless a Holiday Travel Inclusion Clause has been incorporated this Insurance does not cover 'pure' holiday trips, i.e. where the travel and accommodation expenses are paid for principally out of the personal or family finances of the Insured Person and where any financial or other contribution made by the Assured is not conditional upon the performance of business duties during the trip. All trips involving the performance of specific business duties on behalf of the Assured and/or trips that are wholly arranged and/or financed by the Assured are included within the original intention of this Insurance.*

United Kingdom Travel Extension

Journeys undertaken wholly within the confines of the United Kingdom by the Insured Persons will be included as "Periods of Travel" for cover under the specified Sections of this Insurance, provided always that such journeys include air travel and/or overnight stay away from the Insured Person's usual place of residence. Cover in respect of such Periods of Travel shall attach in accordance with the General Conditions, Provisions and Exclusions hereof and shall apply from door to door as specified therein except where commitment to air travel or overnight stay is not made until after the journey has commenced, when cover shall only take effect from the time that such commitment is made.

In the event of Accident or Illness abroad which may lead to hospital treatment or curtailment of your trip, contact the Dedicated Oval Personal Accident & Travel Facility 24 Hour Medical Emergency Helpline



Contact **FirstAssist** who will provide help and assistance, validate the Insurance and make the necessary arrangements in conjunction with their medical advisors, subject to the terms and conditions of the **Vela Underwriting** certificate of insurance.

Dedicated Personal Accident and Travel Facility
24 Hour Medical Assistance Helpline

+ 44 20 8763 4990

Email: international.ops@firstassist.co.uk

1. This card is not a guarantee that cover remains in force.
2. This is not a charge, credit or debit card.
3. This card remains the property of **Vela Underwriting**, which is a division of Oval Insurance Broking Limited.

Group Travel Insurance

CLAIMS HANDLING PROCESS

Conditions that apply to this Certificate and in the event of a claim are set out in this Certificate wording. It is important that you comply with all Certificate conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this Certificate wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Certificate number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on Certificate liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

London PA & Travel Claims
Profin Claims
PO Box 509
Horsham
RH12 1WS

Telephone: 0845 075 5218
Fax: 01403 325 562
Email: Claims.vela@uk.rsagroup.com

Emergency Medical Assistance: Telephone: +44 20 8763 4990
E-mail: international.ops@firstassist.co.uk

The services can be accessed 24 hours a day 365 days a year. For your protection telephone calls may be recorded or monitored.

Group Travel Insurance

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing.

If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the Insurers final decision in writing.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Tel: 0800 1076161
Fax: 01422 325227
E-mail: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE

Tel: 0845 0801800
E-mail: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Group Travel Insurance

ASSISTANCE SERVICES SUPPORTING THIS CERTIFICATE

This VELA Certificate is supported by specialists in the provision of Medical and Security Assistance Services

The third party service providers are FirstAssist and Drum Cussac

The advice and assistance provided by both

- FirstAssist Services Limited and
- Drum Cussac

can be accessed as follows :

Telephone: +44 20 8763 4990
E-mail: international.ops@firstassist.co.uk

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

For your protection telephone calls may be recorded or monitored

A full description of their services supporting this Certificate, both insured and uninsured, are as follows

TRAVEL AND MEDICAL ASSISTANCE FROM FIRSTASSIST

FirstAssist employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services First Assist provide to protect the health of all travellers insured under this Certificate. When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, FirstAssist's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

FirstAssist Pre Travel Advice

Even before the Insured Journey commences FirstAssist can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

FirstAssist Emergency Medical Assistance

In an emergency an Insured or Insured Person can obtain immediate assistance by telephoning FirstAssist. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency

FirstAssist Travellers Helpline

As well as medical assistance the FirstAssist Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - FirstAssist will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section)
- emergency message relay to family

FirstAssist Identity Theft Helpline

Over the phone preventative advice, to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

FirstAssist Essential Information Storage

To enable an Insured Person to securely store important text based information from documents such as passports, driving licence, travel and debit / credit card details and retrieve these details from a secure website in the event of the loss of these documents whilst travelling

To subscribe to this service please go to www.myessentialinfo.co.uk

Group Travel Insurance

TRAVEL AND SECURITY ASSISTANCE FROM DRUM CUSSAC

Drum Cussac offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

Drum Cussac is a specialist risk consultancy with offices on 4 continents. They provide advice and solutions that enable our Certificateholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

Drum Cussac Travel Security Advice

Even before the Insured Journey commences Drum Cussac can give advice on the following

- Detailed Country and City Specific Travel Reports
- Country Risk Profiles
- Traveller advice by country
- Travel Awareness and High Threat Environment Training are offered on an uninsured basis
- Additional uninsured support from expert consultants on call on a 24/7 basis

During the Insured Journey Drum Cussac provide the following

- Daily security alerts by email, text or online
- Daily updates to Country Risk Profiles
- 24/7 hotline to respond to security related emergencies

To access these services please register at www.drum-cussac.info/new_user_signup.asp quoting your VELA Certificate number as your unique identifier. The information is designed for Risk, Insurance and HR Managers and allows up to 5 registrations. Additional registrations can be purchased at preferential rates.

Drum Cussac Emergency Security Assistance

In support of the following Insurance Sections of this Certificate

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Security Specialist Expenses Insurance Section

Assistance and support is given to our Certificateholders through

- In house expert crisis management and response consultants
- In house security analysts
- A network of response teams and security professionals throughout the world
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Certificateholders can also access a range of uninsured services from Drum Cussac at exclusive rates including

- Crisis and Incident Response planning workshops and exercises
- Preparation of travellers undertaking travel to high risk areas
- General security related travel advice
- Close protection, planning and operational delivery

To access a wider range of services from FirstAssist or Drum Cussac at exclusive rates for VELA Certificate holders please contact them quoting your VELA Contract Number

Group Travel Insurance

Section 1 Medical and Emergency Travel Expenses

The Cover

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

The Insurers will pay

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

Special Definitions applying to this Section

Medical Expenses incurred within the United Kingdom

In the event of a valid claim under section 1 this Certificate will pay the costs of hospital inpatient medical charges necessarily incurred within three months immediately following the date of return to the United Kingdom, up to a maximum of £50,000

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

This benefit is only payable in excess of any other valid or collectable insurances.

Emergency Travel Expenses

The additional cost of travel and accommodation necessarily and reasonably incurred during an Insured Journey upon the recommendation of FirstAssist relative to

A the Insured Person

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

Repatriation Expenses

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

Special Extensions applying to this Section

Funeral Expenses

If during the course of an External Journey the Insured Person dies the Insurers will pay up to a maximum of £5,000 for the necessary cost incurred with the Insurers prior written consent for funeral expenses

Hospital Inconvenience Benefit

£50.00 for each completed 24 hour period that the Insured Person spends as a hospital in-patient outside the United Kingdom as the result of his sustaining accidental bodily injury or becoming ill during the Period of Travel, up to a maximum of £5,000 in all.

Search and Rescue Costs

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

A it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill

B weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

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

Exclusions to this Section

The Insurers will not pay

1 for any Medical Expenses incurred in the Insured Person's normal country of residence other than as provided for above

2 for routine Medical Expenses resulting from pregnancy or childbirth

3 for any claim resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth

4 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment

Group Travel Insurance

Section 2 Cancellation, Curtailment, Replacement and change of Itinerary

The Cover

If the Insured or the Insured Person is forced to

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

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

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

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

The Insurers will pay

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

Exclusions to this Section

The Insurers will not pay

in respect of any claim as a result of

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

Travel Delay Inconvenience Benefit

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

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

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown,

- provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected then to pay as follows:

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

Group Travel Insurance

Section 3 Baggage, Personal Effects and Business Equipment

The Cover

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

The Insurers will pay

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

Special Extensions applying to this Section

Automatic reinstatement of Sum Insured after a loss

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

Business Equipment

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

Delayed Baggage

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

Exclusions to this Section

The Insurers will not pay

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

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

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

Group Travel Insurance

Section 4 Money, Passport and Credit Cards

The Cover

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

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

The Insurers will pay

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

Passport Replacement

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

Business Documents and Records

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

Special Extension applying to this Section

Automatic reinstatement of Sum Insured after a loss

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

Exclusions to this Section

The Insurers will not pay

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

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

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

Group Travel Insurance

Section 5 Personal Accident

To pay according to the Schedule of Benefits if at any time during the Period of Travel the Insured Person sustains Accidental Bodily Injury as herein defined:

Schedule of Benefits

Capital Benefit

- | | |
|--|--------------------------------------|
| 1. Death | To pay the Sum Insured |
| 2. Permanent Total Disablement | To pay the Sum Insured |
| 3. Permanent Partial Disability in accordance with the Scale of Compensation specified within: | To pay amounts up to the Sum Insured |
| 4. Paraplegia | £50,000 |
| 5. Quadriplegia | £100,000 |

Weekly Benefit

- | | |
|---|--------------------------------|
| 6. Temporary Total Disablement – Per week | To pay the Sum Insured. |
| 7. Temporary Partial Disablement – Per week | To pay 50% of the Sum Insured. |

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

Coma Benefit

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

Dependents Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the benefit is increased by 2% per dependent child up to the age of 18 years or up to the age of 23 years if in full time education.

Retraining Expenses Benefit

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

- Medical Expenses, in excess of any other valid or collectable insurance, incurred in respect of items 1 to 3, 6 & 7 within the above time limit specified for such disablement will in addition be paid, up to but not exceeding 25 per cent. of the total amount of the claim admitted for those Items. **Up to a Maximum of £15,000**
- For children under 16 years of age at the date of the accident the Sum Insured for Death is limited to £10,000 and the Weekly Benefits are deleted.

Conditions

The Insurers shall only be liable:

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

In respect of the consequences of the same accident no claim shall be payable under more than one Item in the Schedule of Benefits, except for payment in respect of Paraplegia, Quadriplegia and Temporary Partial Disablement preceding or following Temporary Total Disablement.

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

No weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, interim payments be made for weekly benefits the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same accident.

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

In the event of a claim hereunder, the Insured Person shall allow the medical adviser or advisers appointed by the Insurers to examine him as often as may be deemed necessary by the Insurers.

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

Group Travel Insurance

Section 5 Personal Accident - Continued

Definitions

"Bodily Injury" means identifiable physical injury which

(a) is caused by an Accident, and

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

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

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

"Loss of a limb" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

"Permanent Total Disablement" means disablement which entirely prevents the Insured Person from engaging in their usual occupation and which lasts for twelve consecutive calendar months and at the end of that time is beyond prospect of improvement.

"Temporary Total Disablement" means disablement which entirely prevents the Insured Person from engaging in their usual occupation

"Temporary Partial Disablement" means disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

"Paraplegia" means Permanent Disabling Injury which results in complete and total loss of use of two legs bladder and rectum.

"Quadriplegia" means Permanent Disabling Injury which results in complete and total of use of all four limbs, bladder and rectum.

"Maximum Incident Limit"

The maximum amount the Insurers will pay under this Certificate and any other Certificate of Personal Accident Insurance issued by the Insurers in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident. The duration and radius of any one Incident shall be limited to

A 72 consecutive hours

B 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

Disappearance Clause

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

Group Travel Insurance

Scale of Compensation for Permanent Partial Disability

Compensation payable as a percentage of the Capital Benefit Sum Insured specified on this Certificate:-

Senses and Faculties

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

Face and skull

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

Unraised scarring shall be compensated to the extent of half the amount payable for prominently raised scarring.

Bodily Organs and Spinal Column

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

Upper Limbs

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

Lower Limbs

Right or Left

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

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

Group Travel Insurance

Section 6 Legal Expenses and Personal Liability

Legal Expenses Section

The Cover

If an Insured Person sustains Injury during an Insured Journey the Insurers will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

The Insurers will pay

up to a maximum of £50,000 Any One Claim any one Insured Person

Special Definitions applying to this Section

Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

FirstAssist Insurance Services Limited ("FISL") are the third party service providers who handle claims on behalf of the Insurers

FirstAssist Insurance Services Limited
Claims Department
Marshall's Court
Marshall's Road
Sutton SURREY
SM1 4DU
Telephone: 020 8652 1313

Injury

Physical injury to or death disease or illness of the Insured Person

Legal Expenses

- A** Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings
- B** Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which FISL has agreed and which is made in connection with any Legal Proceedings

Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their legal personal representatives in any Legal Proceedings

Legal Proceedings

The pursuit of a legal action in a civil court

Claims Settlement Conditions applying to this Section

Arbitration

If there is a dispute between the Insured Person and the Insurers or FISL about this Section of the Certificate it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and FISL agree to If FISL cannot agree with the Insured Person to an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs If the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

Co-operation

FISL must be able to contact the Legal Personal Representative The Insured Person and the Legal Personal Representative must co-operate with FISL about developments concerning the Insured Person's case FISL must be able to have access to the Legal Personal Representatives files if FISL requests this The Insured Person owes the same obligation to FISL as to the Legal Personal Representative

Notification

The will have no liability in respect of Legal Expenses in respect of any matter which the Insured does not notify to the Insurers in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Certificate the Insured must inform FISL by filling in a claim form within 90 days of the occurrence of the event giving rise to the claim The Insured must give FISL a full and truthful account of the details of the claim Until FISL have been told about the claim and FISL has given its agreement the Insurers will not be responsible for any Legal Expenses

Payment of Bills

The Insured Person must send FISL all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them The Insured Person must confirm that any charges to be paid are acceptable and that FISL may pay the bill for the Insured Person If FISL asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for taxation or ask the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972

Recovery

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses If the Insurers pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Insurers and the Insured Person will share any Legal Expenses that are recovered The Insurers and the Insured Person will each receive the same percentage as was paid

Group Travel Insurance

Selection of the Legal Personal Representative

Outside the European Union FISL shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representative

For claims within the European Union

Where Court papers have been issued (or received) or where there is a conflict of interest, the Insured Person is free to choose a suitably qualified Legal Personal Representative

In selecting the Legal Personal Representative the Insured Person shall have a duty to minimise the cost of Legal Proceedings

FISL may choose not to accept a Legal Personal Representative chosen by the Insured Person If this occurs FISL will explain why If there is a disagreement over the choice in these circumstances the Insured Person may choose another suitably qualified person and submit the name of that person to FISL for consideration

In all circumstances except those described above FISL shall choose a Legal Personal Representative to act on the Insured Person's behalf

If the Insured Person's choice of Legal Personal Representative has to undertake work to familiarise themselves with the work already undertaken on the case the Insured Person will not be covered for this work to be done The Insured Person must also confirm that their choice of Legal Personal Representative will not charge more than FISL's choice of Legal Personal Representative unless the Insured Person agrees to pay this difference personally

Any Legal Personal Representative is appointed in the Insured Person's name to act on behalf of the Insured Person

In the period before FISL agree that Legal Proceedings are necessary FISL reserve the right to seek to obtain a settlement on the Insured Person's behalf The settlement will be subject to the Insured Person's agreement which the Insured Person will not unreasonably refuse or withhold

Settlement

The Insured Person must tell FISL if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having FISL's agreement beforehand If the Insured Person does not accept a reasonable offer the Insurers may not continue to support the claim

Exclusions to this Section

The Insurers will not pay any Legal Expenses in respect of

- 1 any Legal Expenses incurred either prior to the granting of support by FISL or without FISL's written consent
- 2 costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons
- 3 Legal Proceedings between any Insured Person and the Insured or any other Insured Person
- 4 any claim where FISL considers
 - a) that there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable settlement or
 - b) that a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in disputeHowever where it is fair and reasonable to do so the Insurers may at FISL's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses
- 5 any costs relating to a claim or counterclaim made against the Insured Person by any other party
- 6 fines damages or penalties of any nature
- 7 any claim against FISL or the Insurers or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Certificate or any service advice or arrangements given in connection with this Certificate
- 8 any claim arising out of any wilful deliberate reckless or intentional action taken by an Insured Person
- 9 actions undertaken in more than one country
- 10 any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the Insured Person
- 11 any Legal Proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law
- 12 the pursuit or defence of any action alleging defamation or malicious falsehood
- 13 the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to
 - a) the death disease or illness of or bodily injury to any person
 - b) the actual or alleged breach of any duty owed as a Director or officer of any company
 - c) the Insured's profession trade or occupation
 - d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage
- 14 Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights
- 15 any consequence of War

Group Travel Insurance

Personal Liability Section

The Cover

The Insurers will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

- A** Injury to any person
or
- B** loss of or damage to material property
happening during an Insured Journey

The Insurers will pay

- A** up to £5,000,000 for damages in respect of any one Event and
- B** claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and
- C** all other costs and expenses incurred with the written consent of the Insurers

Special Definitions applying to this Section

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Injury

Bodily injury mental injury death disease or illness

Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

Claims Settlement Conditions applying to this Section

Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Insurers

Final Settlement

The Insurers may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages) The Insurers will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Insurers making such a payment

Notification

The Insurers will have no liability in respect of Personal Liability in respect of any matter which the Insured does not notify to the Insurers in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Certificate the Insured shall give to the Insurers immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Insurers immediately

The Insured shall notify the Insurers immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

Rights of Recovery

The Insurers shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Insurers own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

Exclusions to this Section

The indemnity will not apply to legal liability

- 1** arising out of
 - a)** the Insured Person's profession trade or business
 - b)** the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
 - c)** War

- 2** in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

Group Travel Insurance

Section 7 Hijack, Kidnap, Kidnap for Ransom or Hostage

To pay the **Sum Insured for each complete day that the Insured Person is detained** as the result of hijack, kidnap or the like terrorist or criminal act occurring during the Period of Travel, up to but not beyond 50 days from the date of such act.

To pay up to the **Sum Insured in respect of** any Ransom Monies and Consultants fees incurred directly and solely as a result of Hi-jack, Kidnap for Ransom or Hostage of an Insured Person occurring during the period of insurance. In addition this Insurance will pay reasonable and necessary expenses incurred and paid for by the Assured or an Insured Person directly and solely as a result of Kidnap, Kidnap for Ransom and Hostage.

Maximum payable under this section is £250,000 in the annual aggregate for all losses occurring during each period of insurance in respect of Ransom Monies and Expenses, and £50,000 in the annual aggregate during each period of insurance in respect of Consultants Fees.

Conditions applicable to Section 7

If an incident occurs which may result in a covered event the Assured must contact **Drum Cussac** who are the third party service providers approved by Insurers

Drum Cussac can be accessed as follows :

Telephone: +44 20 8763 4990
E-mail: international.ops@firstassist.co.uk

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

For your protection telephone calls may be recorded or monitored

If **Drum Cussac** have not been contacted, then no claim will be paid.

Definitions applicable to Section 7

Ransom Monies

Cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

Kidnap

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

Kidnap for Ransom

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

Hostage

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

Consultant costs

Reasonable fees and expenses of the Insurers chosen consultants incurred during response to a Kidnap for Ransom, including but not limited to costs of travel, accommodation, qualified interpretation, communication and payments to informants.

The Insurers shall not provide indemnity for:-

- (i) The fraudulent, dishonest, or criminal acts of the Assured, or any person authorised by the Assured to have custody of Ransom Monies. This exclusion will not apply to the payment of Ransom Monies by the Assured in a situation where local authorities have declared such payments illegal.
- (ii) An Assured or an Insured Person who has had Kidnap Insurance cancelled or declined in the past.
- (iii) Any claim for an Insured Person occurring within their Country of Residence.
- (iv) Any Kidnap, or Kidnap for Ransom occurring in:
Colombia, Iraq, Mexico, Nigeria, Philippines, Venezuela, Yemen.
- (v) Any claim for money that the Assured becomes legally liable to pay as a result of any legal action for damages including legal costs incurred by the Assured in defence of such action, resulting from alleged negligence or incompetence in Hostage retrieval operations or negotiations following the Kidnap of an Insured Person or alleged negligence in not preventing the Kidnap of an Insured Person.
- (vi) Any claim for money, property or other consideration surrendered to any person other than those responsible for making a previously communicated Ransom demand to the Assured or any person authorised to act on behalf of the Assured.

Group Travel Insurance

Section 8 Evacuation Insurance Section

The Cover

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

The Insurers will pay

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

Exclusions to this Section

The Insurers will not pay

in respect of any claim as a result of

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

Special Extension applying to this Section

Trauma Risk Management Counselling

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

Special Claims Settlement Condition applicable to this Section

- 1 The Insurers security services provider Drum Cussac must be informed immediately of any incident event or circumstance likely to give rise to a claim

Conditions applicable to Section 8

If an incident occurs which may result in a covered event the Assured must contact **Drum Cussac** who are the third party service providers approved by Insurers

Drum Cussac can be accessed as follows : **Telephone:** **+44 20 8763 4990**
E-mail: **international.ops@firstassist.co.uk**

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

For your protection telephone calls may be recorded or monitored

If **Drum Cussac** have not been contacted, then no claim will be paid.

Group Travel Insurance

Section 9 Personal Security Specialist Expenses

The Cover

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

The Insurers will pay

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

Special Definition applying to this Section

Life Threatening Situation

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

Special Conditions applicable to this Section

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

Exclusions applicable to this Section

The Insurers will not pay

in respect of any claim as a result of

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

Section 10 Corporate Event Cover

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

Definitions applicable to Section 10

Corporate Event

Any event arranged by the Assured with the primary function of entertaining Guests of the Assured in a business capacity.

Guest

Any person who the Assured consents to be covered by this Certificate whilst on a Insured Journey or Corporate Event.

Operative Time

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

Group Travel Insurance

General Conditions, Provisions and Exclusions

General Exclusions

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

- any Period of Travel expected at the date of its booking or commencement to exceed six calendar months in duration. (*The Insurers may require special terms in respect of such Periods of Travel and separate documents of insurance may be issued*).
- any Period of Travel to be undertaken by an Insured Person who will be aged 81 years or more at the date of its commencement.

The Insurers shall not be liable for death, disablement, expense, loss, damage or indemnity directly or indirectly resulting from:-

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

The Insurers shall not be liable in respect of any Claim handled by **First Assist** or **Drum Cussac** where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Assured.

Law and Jurisdiction

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Certificate shall be governed and construed in accordance with English law and shall be resolved within the non exclusive jurisdiction of the courts of England and Wales

Data Protection Act Any personal data provided by you to Vela Underwriting and/or the Insurer regarding the Assured & / or Insured Person shall be processed by Vela Underwriting and/or the Insurer in compliance with the provisions of the Data Protection Act 1998 and any subsequent or amending legislation.

Vela Underwriting and/or the Insurer may store personal data on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below).

Vela Underwriting and/or the Insurer will only disclose personal data to third parties, if it is necessary for the performance of the contract with Vela Underwriting and/or the Insurer.

In order to assess the terms of the insurance contract or administer claims that arise, Vela Underwriting and/or the Insurer may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify consent to such information being processed by Vela Underwriting and/or the Insurer or our agents.

Vela Underwriting and/or the Insurer will keep the information secure at all times. In certain circumstances, for example for systems administration purposes, Vela Underwriting and/or the Insurer may have to transfer the information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with the insurance application, Vela Underwriting and/or the Insurer will assume it is agreeable for Vela Underwriting and/or the Insurer to transfer the information to a country outside the EEA.

Should you wish to receive a copy of the information held about the Assured & / or the Insured Person please contact the following in the first instance:

The Data Protection Site Co-ordinator
80 Middlesex Street
London
E1 7EZ

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

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re) insurer shall 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 that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Definitions

"War"

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Group Travel Insurance

Holiday Inclusion Clause

In respect of the Insured Persons named in the schedule to which this clause is applicable the Insuring Clause is hereby deemed amended to include as "Periods of Travel" within the meaning and effect of this Insurance all conventional overseas holiday trips that they shall undertake during the Period of Insurance.

Provided always that at the date of its booking or commencement any such trip is not expected to exceed 60 days in duration nor to involve hazardous or non-conventional activities. *See note below*

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

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

The words "no Period of Travel shall be deemed to exceed six calendar months in duration" are cancelled and replaced by "no Period of Travel shall be deemed to exceed 60 days in duration".

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

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

Note Examples of activities considered hazardous and/or non-conventional are:

- cycle or motor cycle touring
- professional entertaining
- international overland journeys in Asia, Africa or South America (other than by rail)
- manual work for gain or reward
- other sporting, training or recreational activities carrying a generally recognised risk of serious injury

Premium quotations for such excluded trips may be obtained from Insurers; full details should be submitted for consideration.

Winter Sports Inclusion Clause

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

- (i) Excluding any claim resulting from or attributable to competition in any major event on snow or ice, freestyle skiing, ski-jumping, ice hockey, the use of bobsleighs or skeletons, luge, para skiing, heli-skiing or repetitive travel in ski run helicopters.
- (ii) Excluding hired winter sports equipment and clothing.
- (iii) In respect of Skis of up to 5 years limit £350 any one pair. Skis over 5 years old limit £50 any one pair.
- (iv) Ski Hire, up to £100 to hire ski equipment if, the Insured Person's own ski Equipment is lost or damaged beyond use.
- (v) Loss of ski passes.
- (vi) Unused travel and accommodation expenses extends to include ski passes, ski lessons, ski hire and clothing hire.

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

Scuba Diving Inclusion Clause

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

The Insurers shall not be liable for claims arising from Solo Diving, Cave Diving, or Diving for hire or reward.

Warranted that the Insured Person does not dive below 18 meters or 30 meters if the Insured Person holds a British Sub Aqua Club or equivalent certificate and that their rules and guidelines are followed at all times.

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