



School Shield

**On-Site, Off-Site Personal Accident &
Travel Insurance**

[Policy Wording](#)

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Insuring Agreement

Preamble

This Policy consists of this wording, **Schedule** and any endorsements and must be read as if they are one document, as the context requires. The **Underwriters** will not be liable to pay the **Insured** under this insurance unless the **Insured** and **Insured Persons** comply with the terms and conditions set out in this Policy, and supply truthful and accurate statements and information in relation to the insurance granted under this Policy.

This Policy is a legal document and is evidence of the agreement between the **Insured** and the **Underwriters**.

No person other than a party to this Policy may enforce the terms of this Policy.

Parties

The Parties to this Policy are:

the **Underwriters**

AXIS Accident and Health
1st Floor, Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

AXIS Specialty Europe SE is regulated by the Central Bank of Ireland (reference: C33643)
www.financialregulator.ie

AND

the **Insured** as shown in the **Schedule**.

Insuring Clause

Where the **Insured** has paid the **Premium** and complies with the terms and conditions of this Policy, the **Underwriters** will provide the insurance in accordance with the terms and conditions of this Policy.

Signed for and on behalf of the **Underwriters** on the date shown in the **Schedule**:



Paul Chapman
Chief Executive Officer
AXIS International Accident & Health

Schedule

Policy Number: TA551543

Insured: Cheshire West and Chester Council

Postcode: CH1 2NP

Inception Date: 01/09/2018

Expiry Date : 31/08/2019

both dates inclusive

On-Site Personal Accident: Not Included

Policy Limits:

Event Aggregate Limit	£10,000,000
Cancellation and/or Curtailment Limit any one event	£100,000
War Aggregate Limit	Not Applicable
Maximum Benefit Any one Multi-Engined Aeroplane	£10,000,000
Maximum Benefit All Other Forms of Aerial Transport	£3,000,000
Maximum Benefit Any One Person	£50,000
(Personal Accident Benefits 1 to 5)	
Maximum Benefit Any One Person	£30
(Personal Accident Benefit 6)	

Endorsements: No 1. included / No 2. included

General Exclusions Specified countries: Afghanistan, Chechnya, Iraq, Syria, Israel (West Bank, Gaza and the Occupied Territories)

Premium: £8816.79

Admin Fee: £0.00

Insurance Premium Tax: £1,058.01

Total Premium Payable: £9874.80

Personal Accident Benefits Table

- Policy Number:** TA551543
- Category:** A
- Insured Persons:** Any teacher, governor, support staff and any accompanying adult of an **Insured** who are authorised to make a **Journey**.
- Operative Time:** Any trip authorised and organised by the school involving travel outside of the designated school boundaries. For a trip of less than one day's duration cover shall be operative from the time of leaving the school boundaries until arrival back within the school boundaries. For a trip of more than one day's duration cover shall commence from the time of departure from the **Insured Person's** home at the commencement of the **Journey** until arrival back at the **Insured Person's** home upon completion of the **Journey**.

For those insured schools who have opted to purchase on-site activities the **Operative Time** is extended to include whilst undertaking school duties within the school's designated school boundaries during normal term time and including travel directly to and from the **Insured Person's** home address and the school for the Personal Accident Specification only.

Benefit per Insured Person:

Part A	
1. Accidental Death:	£50,000
2. Loss of one Limb or Loss of one Eye :	£50,000
3. Loss of two or more Limbs &/or Eyes :	£50,000
4. Total Loss of Hearing (in both ears) and/or Total Loss of Speech :	£50,000
5. Permanent Partial Disablement as per attached Continental Scale:	£50,000
6. Temporary Total Disablement Benefit Period: N/A Deferment Period: N/A	Not Insured
7. Quadriplegia :	£100,000
8. Paraplegia :	£50,000

Personal Accident Benefits Table

Policy Number: TA551543

Category: B

Insured Persons: All pupils attending the insured school that have elected to participate under this Policy, including past pupils and any other child authorised by the **Insured** to make a **Journey**.

Operative Time: Any trip authorised and organised by the **Insured** involving travel outside of the designated school boundaries. For a trip of less than one day's duration cover shall be operative from the time of leaving the school boundaries until arrival back within the school boundaries. For a trip of more than one day's duration cover shall commence from the time of departure from the **Insured Person's** home at the commencement of the **Journey** until arrival back at the **Insured Person's** home upon completion of the **Journey**.

For those insured schools who have opted to purchase on-site activities the **Operative Time** is extended to include whilst undertaking school duties within the school's designated school boundaries during normal term time and including travel directly to and from the **Insured Person's** home address and the school for the Personal Accident Specification only.

Benefit per Insured Person:

- Part A
- 1. Accidental Death: £10,000
 - 2. **Loss of one Limb or Loss of one Eye:** £50,000
 - 3. **Loss of two or more Limbs &/or Eyes:** £50,000
 - 4. **Total Loss of Hearing** (in both ears) and/or **Total Loss of Speech:** £50,000
 - 5. Permanent Partial Disablement as per attached Continental Scale: £50,000
 - 6. **Temporary Total Disablement:** Not Insured
Benefit Period: N/A
Deferment Period: N/A
 - 7. **Quadriplegia:** £100,000
 - 8. **Paraplegia:** £50,000

Travel Benefits Table

BENEFIT DESCRIPTION	BENEFIT AMOUNT		
	UNITED KINGDOM	EUROPE	REST OF WORLD
2.1 Overseas Medical and Emergency Expenses & Evacuation Services	Not Applicable	£10,000,000	£10,000,000
Excess	Not Applicable	£25	£25
Funeral Expenses	Not Applicable	Up to £5,000	Up to £5,000
Overseas Hospitalisation Benefit	Not Applicable	£50 per day	£50 per day
Relatives Expenses	£500	Not Applicable	Not Applicable
2.2 Personal Property	£3,000	£3,000	£3,000
Single Article Limit	£500	£500	£500
Delayed Personal Property	£750	£750	£750
Excess	£25	£25	£25
Money	£1,250	£1,250	£1,250
Cash Limit	£600	£600	£600
Maximum any one adult	£2,500	£2,500	£2,500
Excess	£25	£25	£25
2.3 Diversion or Missed Travel Connections	Not Applicable	£1,000	£1,000
2.4 Hi-Jack, Kidnap and Hostage	£100 per day	£100 per day	£100 per day
2.5 Passport	Not Applicable	£750	£750
Excess	Not Applicable	£25	£25
2.6 Kidnap and Hostage Expenses	Up to £15,000	Up to £15,000	Up to £15,000
2.7 Cancellation, Curtailment, Rearrangement Expenses	£5,000	£5,000	£5,000
Excess	£25	£25	£25
2.8 Legal Expenses	Not Applicable	£50,000	£50,000
2.9 Personal Liability	£5,000,000	£5,000,000	£5,000,000
2.10 Search and Rescue Expenses	Not Applicable	£25,000	£25,000
2.11 Non-Travelling Partner Accidental Death	£10,000	£10,000	£10,000
2.12 Employee Replacement or Resumption of Assignment	£5,000	£5,000	£5,000
2.13 Political and Natural Disaster Evacuation Expenses	Not Applicable	£20,000	£20,000
2.14 Winter Sports Extension	Included	Included	Included

Disputes and Complaints

The **Underwriters** are dedicated to providing the **Insured** and **Insured Person** with a high quality service and want to ensure that this is maintained at all times. If they feel that the **Underwriters** or another party connected with this Policy have not offered a first class service please write and tell them and they will do their best to resolve the problem.

In respect of Sales and Administration complaints:

Mr John Brady
Schools Advisory Service
Trigg House
11 The Village
Maisies Way
South Normanton
Derbyshire
DE55 2DS

Tel No: 01773 814400

In respect of all other complaints:

The Complaints Manager
AXIS Accident and Health
1st Floor, Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Telephone: +353 (0)1 632 5900
email: complaintsmanagereurope@axiscapital.com

Please state the nature of the complaint along with the Policy reference and, if applicable, claim(s) reference(s).

If, having taken this action, the **Insured** still feels their complaint has not been handled satisfactorily they may be able to seek assistance from the Financial Services Ombudsman of Ireland (FSOI); their contact details are:

FSOI
3rd Floor Lincoln House
Lincoln Place
Dublin 2
Ireland

Telephone: +353 (0)1 662 0899
email: enquiries@financialombudsman.ie
www.financialombudsman.ie

Financial Services Compensation Scheme

In the unlikely event that the **Underwriters** are unable to pay its share of any claim under this Policy, the **Insured** may be entitled to compensation from the Insurance Compensation Fund of Ireland.

Data Protection

Information provided to the **Underwriters** in connection with this Policy will be used for the purpose of providing insurance, claims and assistance services. The information will be handled in accordance with applicable data protection laws.

The **Underwriters** may disclose information which they hold on the **Insured, Insured Persons** and other parties to third parties for the purposes of providing the services under this insurance and managing its business.

The **Underwriters** may be required by law to provide the information which they hold on the **Insured, Insured Persons** and other parties to a **Government** authority or regulatory body or to law enforcement agencies in connection with the prevention and investigation of crime, including fraud and money laundering.

The **Insured** must ensure that all **Insured Persons** are notified of this Data Protection statement.

Choice of Law

By mutual agreement the parties are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary, this insurance shall be subject to English Law and any disputes shall be handled by the English courts.

Claims Notification

On the happening of any occurrence likely to give rise to a claim under this Policy, it is a condition precedent to **Underwriters'** liability under this Policy that the **Insured** will ensure that notice is given to **Underwriters** in writing as soon as reasonably possible after the date of the occurrence and in any event within ninety (90) days. Such notice shall include full particulars of the occurrence.

Claims Correspondence and Notification

The **Insured** should contact:

AXIS Claims

CEGA Group Services Limited

Funtington Park

Cheesmans Lane

Funtington

Chichester, PO18 8UE

Claims email: axis@cegagroup.com

Claims Tel: +44 (0)20 3059 8771

Fax: +44 (0)1243 621035

Emergency Medical Assistance (24 hour) Helpline

If an **Insured Person** requires in-patient hospital treatment whilst on an overseas **Journey**; before seeking treatment they must ring:

Telephone: +44 (0)20 3059 8770 **e-mail:** assistance@cegagroup.com

The information you will be required to provide is:

1.	The Insured Person's name.
2.	The Policy Number (if known).
3.	The name of the Insured (School).
4.	The telephone, facsimile or telex number where the Insured Person can be contacted. In the event the Insured Person is a child details should be provided for the attending teacher and/or parent, guardian or authorised person at the school.
5.	The Insured Person's contact address abroad.
6.	Details of the medical problem, the hospital and treating doctor's details.

Medical Assistance Services provided by the team:

24 hour Service	Access to multi-lingual co-ordinators through the emergency telephone lines operating 24 hours a day 365 days a year. The co-ordinators are trained in worldwide hospital procedures.
Evacuation Services	Evacuation or repatriation can be arranged and depending on the circumstances by air ambulance or scheduled airline and if medically necessary attended by a fully equipped medical team.
Medical Staff	A qualified team of nursing staff are on hand to ensure that the most appropriate medical treatment is provided, with access to medical consultants.
Direct Billing	Direct billing with hospitals can be arranged, removing the cost and inconvenience of using personal cash or credit card.

General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, ***Schedule*** or endorsements and are shown in bold italic print.

1. ***Benefit Period***

The total period (but not necessarily consecutive period) for which Benefits for ***Temporary Total Disablement*** are payable in respect of any one accident to any ***Insured Person***.

Where an ***Insured Person*** is employed by the ***Insured*** on a fixed duration contract, the ***Benefit Period*** will cease at the expiry of the contract.

2. ***Deferment Period***

The period prior to the commencement of the ***Benefit Period*** during which no benefit is payable.

3. ***Employee***

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

4. ***Excess***

The first amount of each and every claim that the ***Insured*** or ***Insured Person*** shall pay.

5. ***Funeral Expenses***

Reasonable and customary burial or cremation expenses.

6. ***Hi-jack***

The unlawful seizure or wrongful exercise of control of any publicly licensed conveyance in which an ***Insured Person*** is travelling as a fare-paying passenger.

7. ***Hospital***

An institution which:

7.1 has permanent full-time facilities for caring for patients overnight; and

7.2 has facilities for the diagnosis and medical and surgical treatment of ill people by ***Medical Practitioners***; and

7.3 provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and

7.4 is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

8. ***Hospitalisation***

An overnight stay in a ***Hospital*** as an in-patient, such confinement being certified as necessary by a ***Medical Practitioner***.

9. ***Injury***

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place.

10. **Insured**
The Insured School as stated in the **Schedule**.
11. **Insured Person**
Any person as stated in the **Schedule**, including children of staff &/or accompanying adults and ex pupils, providing that they are acting in the same capacity and under the same level of supervision as pupils of the school.
12. **Journey**
A journey undertaken by an **Insured Person** under the auspices of the **Insured**. No single journey shall exceed six (6) months in duration without the prior written consent of the **Underwriters**
13. **Kidnap/Kidnapped/Kidnapping**
The seizing, detaining or carrying away by force or fraud of an **Insured Person** without the consent of that **Insured Person** and without a lawful excuse, for the purpose of demanding cash, monetary instruments, bullion or the fair market value of any securities, property or services.
14. **Loss of Sight**
Permanent and total loss of Sight shall be considered as having occurred:
 - 14.1 in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or
 - 14.2 in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.
15. **Medical Practitioner**
Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (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:
 - 15.1 An **Insured Person**.
 - 15.2 A member of the immediate family of the **Insured Person**.
 - 15.3 An **Employee** of the **Insured**.
16. **Operative Time**
The extent, nature and period of cover noted on the **Schedule** during which the **Insured** and **Insured Person** is covered by the terms and conditions of this Policy and the **Schedule**.
17. **Partner**
The spouse, common-law spouse or civil partner of an **Insured Person**.
18. **Period of Insurance**
The period shown in the **Schedule**.
19. **Property**
Personal effects owned by or the responsibility of an **Insured Person** which are taken by an **Insured Person** on or acquired during the **Operative Time**.
20. **Radiation**
The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.
21. **Schedule**
The document showing details of the cover the **Insured** has purchased.
22. **Temporary Total Disablement**
Temporary disablement, which entirely prevents an **Insured Person** from engaging in their usual business or occupation.
23. **Terrorist Activity**
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. **Terrorist Activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

24. **Underwriters**
AXIS Specialty Europe SE.
25. **United Kingdom**
England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
26. **Utilisation of Biological weapons of mass destruction**
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 amongst people or animals.
27. **Utilisation of Chemical weapons of mass destruction**
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 amongst people or animals.
28. **Utilisation of Nuclear weapons of mass destruction**
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 amongst people or animals.
29. **War**
Any activity arising out of or attempt to participate in the use of military force between nations and will include:
 - 29.1 Hostilities or warlike operations (whether war be declared or not).
 - 29.2 Invasion, civil war, rebellion, insurrection, revolution.
 - 29.3 Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs
 - 29.4 Civil commotion assuming the proportions of, or amounting to, an uprising.
 - 29.5 Overthrow of the legally constituted government.
 - 29.6 Military or usurped power.
 - 29.7 Explosions of war weapons.
 - 29.8 **Terrorist activity.**
 - 29.9 Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

General Conditions

1. **Observance – Failure to Comply with Policy Conditions**
The liability of the **Underwriters** to make any payment under this Policy shall be conditional upon the observance by the **Insured** of all terms, provisions, conditions and endorsements of this Policy. Where the **Insured** does not comply with any obligation to act in a certain way specified in this Policy, this may prejudice the **Insured's** position to recover under any claim.
2. **Claims Co-operation**
The **Insured** and **Insured Person** shall provide assistance and co-operate with **Underwriters** or their representatives, in obtaining any other records **Underwriters** deem necessary to evaluate the incident or claim. In no event shall **Underwriters** be liable to pay any claim hereunder unless the **Insured** and/or an **Insured Person** co-operates with **Underwriters** and/or their representatives in the investigation of the claim.
3. **Disclosure**
The **Underwriters** shall not be exposed to liability under this Policy and the **Insured** shall have no rights hereunder unless at inception of this Policy and at the time of any amendment:
 - 3.1 the **Insured** was not in breach of any common law duty in regard to non-disclosure or misrepresentation; and further

3.2 the **Insured** had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which **Underwriters** ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

Performance of these obligations shall be a necessary prerequisite to cover and in any proceedings by the **Insured** or between the **Insured** and **Underwriters** the burden shall in all circumstance be upon the **Insured** to establish that these obligations have been complied with.

4. **Applicable Law and Jurisdiction**

This Policy, any endorsements and the **Schedule** shall be governed by and construed in accordance with the law of England and Wales and the **Insured** and **Insured Persons** and **Underwriters** irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim.

5. **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 **Underwriters**.

6. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

The **Insured** and the **Underwriters** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** can enforce the terms of this contract.

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

7. **Access to additional materials**

An **Insured** and/or **Insured Person** shall furnish to **Underwriters**, or their designated representatives, all information, documentations, medical information that **Underwriters** may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

8. **Right to Medical records and Medical examination**

Following notice of a claim, an **Insured Person** shall provide, when requested by **Underwriters**, all authorisations necessary to obtain an **Insured Person's** medical records. **Underwriters** have the right to have an **Insured Person** examined by a physician or vocational expert of their choice, and at their expense, when and as often as they may reasonably request.

9. **Interest**

No sum payable under this Policy shall carry interest.

10. **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 false or fraudulent, the **Underwriters** 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 the **Underwriters** have already paid. If this happens the **Underwriters** will not refund any premiums.

11. **Other Insurance**

Underwriters will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected. This condition only applies to Section 2 – Travel.

12. **Limitation**

In no case shall the **Underwriters'** liability in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.

If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the **Aggregate Limit of Liability**.

The **Underwriters** will not pay any claim sustained during a journey in excess of six (6) calendar months duration.

13. **Cancellation**

The **Underwriters** may cancel this Policy or any cover hereunder by giving sixty (60) days written notice to the **Insured** at their last known address and in such event the premium for the period up to the date

when the cancellation takes effect shall be calculated and the **Underwriters** shall return any unearned portion of the premium paid.

The **Insured** can cancel this Policy by giving thirty (30) days written notice to the **Underwriters**,

AXIS International Accident & Health
12th Floor
20 Gracechurch Street
London EC3V 0BG

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned. Where the policy covers more than one school the details above apply to each school independently and not collectively.

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

General Exclusions

The **Underwriters** will not pay any claim directly or indirectly caused or contributed to by:

1. **War**, but only if **Underwriters** give the **Insured** a minimum 168 hours written notice (sent by recorded or registered post) that General Exclusion 1 will be invoked.
Such notice shall be deemed to have been received by the **Insured** at the time and date that it is recorded as having been delivered to them at the address noted in the **Schedule**;
2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined;
5. travelling to any countries specified in the **Schedule**;
6. an **Insured Person** flying, except as a passenger in an aircraft licensed to carry passengers;
7. an **Insured Person** attempting to commit or committing intentional self-injury or suicide;
8. any criminal act by the **Insured** or **Insured Person**;
9. an **Insured Person** participating in professional sports;
10. operational duties as a member of the Armed Forces;
11. an **Insured Person** after the expiry of the **Period of Insurance** during which that **Insured Person** reaches age 80 years.

Section 1 – Personal Accident

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within 24 months results in:

- 1.1 death, disablement or sustaining of medical expenses;
- 1.2 death or disablement solely as a result of unavoidable exposure to severe weather conditions;
- 1.3 disappearance of an **Insured Person**, and if after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of an **Insured Person** has occurred, the disappearance shall be considered to have been caused by an **Injury**;

the **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the Personal Accident Benefits Table.

In respect to Medical Expenses noted in 1.1, the **Underwriters** will pay any Medical Expenses necessarily incurred by the **Insured** or an **Insured Person** up to but not exceeding 10% of the total amount paid under Capital Benefits 1-5 or 25% of the amount paid under **Temporary Total Disablement** Benefit 6, whichever is the greater, but subject to a maximum of £5,000 for each **Insured Person**.

2. Definitions Applicable to Personal Accident – See also General Definitions:

2.1 **Aggregate Limit**

The aggregate amount of all benefits payable as stated in the **Schedule**.

2.2 **Event**

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the **Schedule**.

The duration and extent of any **Event** shall be limited to twenty four (24) consecutive hours and within a 10 mile radius for any **Event** hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that **Event**.

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

2.3 **Loss of Hearing**

Permanent, total and irrecoverable loss of hearing.

2.4 **Loss of Limb or Limbs**

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.

2.5 **Loss of Speech**

Permanent, total and irrecoverable loss of speech.

2.6 **Paraplegia**

The permanent and total paralysis of the two lower limbs, bladder and rectum.

2.7 **Quadriplegia**

The permanent and entire paralysis of both legs and both arms.

3. Conditions Applicable to Personal Accident – See also General Conditions:

- 3.1 If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** and the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full for all monies paid to them in respect of such disappearance.
- 3.2 Any claim for **Temporary Total Disablement** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim.

4. Provisions Applicable to Personal Accident:

- 4.1 If an **Insured Person** is covered under Benefit 1 Accidental Death, but the benefit payable is less than for Benefits 2 - 5 and 7, 8, the **Underwriters** will not pay more than the amount of the

Accidental Death benefit (if an **Injury** does not immediately result in death) until at least thirteen (13) weeks after the date of the **Injury**.

4.2 If an **Insured Person** is not covered under Benefit 1 Accidental Death the **Underwriters** will not pay for Benefits 2 - 5 and 7, 8, until at least thirteen (13) weeks after the date of the **Injury**, and the **Underwriters** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Injury**.

4.3 The **Underwriters** will not pay for more than one of the Benefits 1 - 5 in respect of the same **Injury**.

5. Exclusions Applicable to Personal Accident – See also General Exclusions:

The **Underwriters** will not pay any claim:

5.1 for illness not directly resulting from an **Injury**.

1.1 – Coma Benefit

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Coma**, the **Underwriters** will pay the **Insured** £250 per week for each full week of continuous unconsciousness up to a maximum period of one hundred and four (104) weeks.

2. Definitions Applicable to Coma Benefit – See also General Definitions:

2.1 Coma

A continuous unconscious state.

1.2 – Hospital and Convalescence Benefit

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Hospitalisation** or a period of **Convalescence** the **Underwriters** will pay the **Insured** the amount appropriate to the sum insured shown below.

Hospitalisation Benefit: payable for each complete 24 hours in **Hospital** up to thirty (30) days, payable after four (4) or more over-night's stay. **Sum Insured:** £10 per day

Convalescence Benefit: payable for a maximum of twenty (20) days following seven (7) or more over-night's stay in **Hospital**. **Sum Insured:** £20 per day

2. Definitions Applicable to Hospital and Convalescence Benefit – See also General Definitions:

2.1 Convalescence

A period of recuperation following **Hospitalisation**, on the orders of a **Medical Practitioner** after being discharged from **Hospital**.

3. Exclusions Applicable to Hospital and Convalescence Benefit – See also General Exclusions:

The **Underwriters** will not pay any claim:

3.1 for any benefit once the **Insured Person** has returned to work or is able to resume the majority of their duties or activities performed prior to suffering an **Injury**.

1.3 – Permanent Disability (Continental Scale)

If the **Schedule** indicates that the Permanent Disability (Continental Scale) is operative, the Benefit is payable as a percentage of the sum insured specified for Benefit 5 of the Personal Accident **Schedule**:

1. Senses and Faculties

1.1	Loss of Sight in one eye	100%
1.2	Loss of Hearing	100%
1.3	Loss of Hearing in one ear	50%
1.4	Loss of Speech	100%
1.5	Total loss of sense of taste and smell	30%

2. Face and Skull

2.1	Loss of whole of lower jaw	100%
2.2	Loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask	100%
2.3	Loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result	70%
2.4	Loss of bony substance of the skull in	
	all its thickness:	
	2.4.1 6sq. cm	30%
	2.4.2 3sq.cm	10%
2.5	Prominently raised facial scarring totalling:	
	2.5.1 15cm in length or 15sq.cm in area	20%
	2.5.2 5cm in length or 5sq.cm in area	5%

3. Bodily Organs and Spinal Column

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

4. Upper Limbs

		<i>Right.....</i>	<i>Left</i>
4.1	Loss of one arm or one hand	100%.....	100%
4.2	Complete immobility of shoulder	70%.....	60%
4.3	Complete immobility of elbow:		
	4.3.1 in unfavourable position	50%.....	40%
	4.3.2 in favourable position (within 15 degrees of right angle)	35%.....	25%
4.4	Complete immobility of wrist:		
	4.4.1 in awkward position	35%.....	30%
	4.4.2 in straight position	25%.....	20%
4.5	Total loss of thumb	25%.....	20%
4.6	Partial loss of thumb:		
	one phalange	15%.....	10%
4.7	Complete immobility of thumb	15%.....	10%
4.8	Total loss of forefinger	15%.....	10%
4.9	Partial loss of forefinger:		
	4.9.1 two phalanges	10%.....	6%
	4.9.2 one phalange	5%.....	3%
4.10	Total loss of any other finger	5%.....	3%

5. Lower Limbs

5.1	Loss of leg at or above the knee	100%
5.2	Loss of leg below the knee	70%
5.3	Loss of a foot at or above the ankle joint	60%
5.4	Loss of half of foot	40%
5.5	Complete immobility of hip	50%
5.6	Complete immobility of knee	30%
5.7	Total or partial loss of kneecap with considerably restricted movement	30%
5.8	Total or partial loss of kneecap with full movement preserved	15%
5.9	Shortening of lower limb	
	5.9.1 by 5cm or more	30%
	5.9.2 by 3 to 5cm	20%
	5.9.3 by less than 3cm	10%
5.10	Loss of big toe	15%
5.11	Complete immobility of big toe	10%
5.12	Loss of any other toe	3%

6. Provisions Applicable to Permanent Disability (Continental Scale):

- 6.1 Benefit for any permanent disability not noted above will be calculated by the **Underwriters** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
- 6.1.1 the total benefit payable shall not exceed 100% of the sum insured for each **Insured Person** as the result of any one **Injury**.
- 6.1.2 if a benefit is payable for the loss of, or loss of use of, a whole member of the body then benefits for parts of that member cannot also be claimed.
- 6.1.3 any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **Injury**.
- 6.2. If an **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.
- 6.3 Un-raised scarring shall be compensated to the extent of half the amount payable for prominently raised scarring.
- 6.4 Complete immobility of a finger or toe (other than thumb and big toe) shall be compensated to the extent of half the amount specified for total loss.

1.4 – Home Modification Benefit

1. What is Covered:

If as a direct result of an **Injury** during the **Operative Time** which results in a claim that is payable under any one of the Benefits 2 - 5 and 7, 8, the **Insured Person** is required to modify their **Home** (limited to the modification for external or internal wheel chair access, internal guide rails, emergency alert system) necessary for the **Insured Person** to perform daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **Home**, the **Underwriters** will pay the cost incurred for such modifications to a maximum of £5,000.

This Benefit is only payable:

where such renovations are undertaken with the prior written agreement of the **Underwriters** and the agreement of the **Insured Person's** attending **Medical Practitioner**.

2. Definitions Applicable to Home Modification Benefit – See also General Definitions:

2.1 **Home**

The main permanent residence of an **Insured Person**, located in the **United Kingdom**.

1.5 – Fracture Benefit

1. What is Covered:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in a **Fracture** the **Underwriters** will pay the **Insured** the amount appropriate to the benefit shown below:

- | | | |
|-----|----------------------------------|------|
| 1.1 | Skull (excluding nose & teeth). | £250 |
| 1.2 | Shoulder (scapula and clavicle). | £250 |

2. Definitions Applicable to Fracture Benefit – See also General Definitions:

2.1 **Fracture**

A break in the full thickness of a bone.

2.2 **Osteoporosis**

The thinning of the bone out of proportion to age.

3. Exclusions Applicable to Fracture Benefit – See also General Exclusions:

The **Underwriters** will not pay any claim directly or indirectly caused by or contributed to by:

- 3.1 **Osteoporosis** where this condition has been diagnosed and made known to the **Insured Person** prior to the **Fracture**.

1.6 – Rehabilitation Expenses

1. What is Covered:

The **Underwriters** will pay after the happening of a **Permanent Total Disablement** claim settlement for an **Insured Person** under this Policy, the actual costs incurred not exceeding £500 per month for a maximum of six (6) months for expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition advice or treatment is undertaken with the **Underwriters** prior agreement and the agreement of the **Insured Person's Medical Practitioner**.

Section 2 – Travel

2.1 – Overseas Medical and Emergency Expenses

1. What is Covered:

If during the **Operative Time** an **Insured Person** sustains an **Injury** or becomes ill the **Underwriters**:

- 1.1 will reimburse the **Insured** for Medical Expenses and Evacuation Services reasonably and necessarily incurred by the **Insured** and/or **Insured Person** up to an amount not exceeding the Overseas Medical Expenses sum insured and subject to the **Excess** stated in the Travel Benefits Table for:
 - 1.1.1 expenses incurred outside the **United Kingdom** or within the Channel Islands and Isle of Man for reasonable and customary medical, surgical, hospital, ambulance fees or other diagnostic treatment given or prescribed by a **Medical Practitioner**;
 - 1.1.2 transport and accommodation expenses for an **Insured Person** and up to two persons who, on the advice of a **Medical Practitioner**, need to travel to, remain with or escort the **Insured Person** back to the **United Kingdom**, such transport expenses being limited to a one-way economy ticket per person for the most appropriate method of transport;
 - 1.1.3 emergency dental expenses as advised by a **Medical Practitioner** as being necessary for the relief of pain and discomfort to enable an **Insured Person** to continue their **Journey**; or dental expenses incurred as a result of an **Injury**;
- 1.2 agrees to indemnify the **Insured** for the benefit of the **Insured Person**, for in-patient Medical Expenses up to a maximum of £20,000 necessarily incurred in connection with a **Journey** involving travel outside the **United Kingdom** and incurred as an in-patient inside the **United Kingdom** within three (3) months of the **Insured Person's** return.

2. During the Operative Time Underwriters will pay:

- 2.1 up to the Evacuation Services sum insured stated in the Travel Benefits Table.
 - 2.1.1 reasonable transport and accommodation expenses necessarily incurred in returning an **Insured Person** to the **United Kingdom** as a result of the **Insured Person's** travelling companion sustaining an **Injury** and/or **Illness** provided the travelling companion was required to commence the **Journey**, and had the intention of completing the **Journey** with the **Insured Person**; or
 - 2.1.2 reasonable transport expenses of an **Insured Person** returning as a result of death, serious **Injury** or serious **Illness** of their **Partner** or **Relative** in the **United Kingdom** provided that the **Insured Person's Journey** had already commenced and the death, serious **Injury** or serious **Illness** was unforeseen at that time.
- 2.2 **Funeral Expenses** of an **Insured Person** incurred outside of the **United Kingdom** or expenses incurred in relation to transportation of the **Insured Person's** body or ashes and **Property** back to the **United Kingdom** up to an amount not exceeding the sum insured stated in the Travel Benefits Table.
- 2.3 **Hospitalisation** within the Overseas Hospitalisation Benefit for each completed 24 hour period spent as a hospital inpatient as stated in the Travel Benefits Table up to a maximum of £1,500.

2.4 Relatives Expenses:

That in the event of an **Insured Person** requiring in-patient **Hospitalisation** within the **United Kingdom** as a result of sustaining an **Injury** or becoming ill during a **Journey**, **Underwriters** will pay necessary and reasonable additional travel costs and expenses for a relative of the **Insured Person** who upon medical advice is required to travel or remain with the **Insured Person** until the **Insured Person's** discharged, up to a maximum of £500.

3. Definitions Applicable to Overseas Medical and Emergency Expenses - See also General Definitions:

3.1 Relative

The **Insured Person's** or **Insured Person's Partner's** parent, legal guardian, brother, sister, son, daughter (including fostered children), grandparent, grandchild, step-parent, step-child, step-brother, step-sister, aunt, uncle, cousin, nephew or niece.

4. Conditions Applicable to Overseas Medical and Emergency Expenses – See also General Conditions:

- 4.1 CEGA must immediately be informed (using the Emergency Medical Assistance Helpline) by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim.
- 4.2 The **Insured** and/or an **Insured Person** must not try to provide solutions to medical emergency problems encountered without involving CEGA.
- 4.3 In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

5. Exclusions Applicable to Overseas Medical and Emergency Expenses - See also General Exclusions:

The **Underwriters** will not pay any claims:

- 5.1 if an **Insured Person** is travelling having received advice before departure from a **Medical Practitioner** not to do so;
- 5.2 if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy or National Insurance Programme;
- 5.3 for an **Insured Person** being diagnosed with a terminal condition;
- 5.4 for an **Insured Person** travelling for the purpose of obtaining medical treatment;
- 5.5 that comes from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim comes from complications of pregnancy or childbirth;
- 5.6 for the cost of continuing;
regular medication or treatment or for any associated travel, accommodation or other expenses incurred in procuring such medication or treatment in respect of any condition for which medical advice or treatment was being followed at the time that the **Journey** commenced, unless the original **Journey** period is extended for reasons outside the control of the **Insured Person**;
- 5.7 the amount of **Excess** as stated in the Travel Benefits Table.

2.2 – Property and Money

1. What is Covered:

Property

The **Underwriters** will reimburse the **Insured** in respect of the cost of the repair or replacement of an **Insured Person's Property**, up to an amount not exceeding the sum insured stated in the Travel Benefits Table, if during the **Operative Time** an **Insured Person's Property** is lost, damaged, stolen or destroyed.

1.1 Ski Equipment

In the event of theft or accidental damage the **Underwriters** agree to pay a maximum of £500 for ski equipment owned, loaned or on hire to an **Insured Person**. The £500 limit is included within the Personal Property sum insured shown in the Travel Benefits Table.

1.1.1 Exclusions Applicable to Ski Equipment - See also Property and Money Exclusions and General Exclusions

The **Underwriters** will not pay any claim in respect of:

- 1.1.1.1 any single article or pair in excess of £250;
- 1.1.1.2 theft from a public place or where the equipment is left unattended when not in a locked and secure location;
- 1.1.1.3 any accidental damage whilst an **Insured Person's** equipment is in use.

1.2 Delayed Property

In the event **Property** is delayed for at least six (6) hours during a **Journey**, the **Underwriters** agree to pay the **Insured** for the benefit of the **Insured Person**, any reasonable expenses incurred by the **Insured Person** in purchasing essential replacement clothing or articles, up to the sum insured shown in the Travel Benefits Table. Any such expenses shall be deducted from the total amount payable under this benefit if **Property** is proven to have been permanently lost.

Money

The **Underwriters** will reimburse the **Insured**, up to an amount not exceeding the sum insured stated in the Travel Benefits Table, if during the **Operative Time** the **Insured Person's Money** is lost, stolen or destroyed.

1.1 Lift Pass

The **Underwriters** will pay up to £200 for the loss or theft of any unexpired period of an **Insured Person's** lift pass (based on a pro-rata calculation on the original value of the lift pass).

2. Definitions Application to Property and Money – See also General Definitions:

2.2 Money

Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, credit cards and petrol and other coupons, driving licence, and green card.

2.3 Valuables

Jewellery, furs, platinum, gold and silver articles, watches, binoculars, telescopes, photographic equipment, computers (including laptops), mobile phones, audio equipment and video equipment.

3. Conditions Applicable to Property and Money – See also General Conditions:

- 3.1 Total loss or destruction of any article of **Property** not more than 3 years old will be settled on a new for old basis provided that the replacement article is not superior to or of better quality than the original.
- 3.2 If **Money** is collected from a bank for use during the **Operative Time** it will be covered for a period of seventy two (72) hours prior to the commencement of any journey and shall continue for the same period after termination of the journey or until deposited at a bank whichever occurs first.
- 3.3 If an **Insured Person** is a teacher or adult helper, **Money** in their custody on behalf of pupils is covered up to a maximum limit of £2,500.
- 3.4 Any financial loss caused by fraudulent use of cheques, charge, bankers' or credit cards, incurred by an **Insured Person** will be reimbursed to the **Insured** up to an amount not exceeding the sum insured stated for **Money** in Travel Benefits Table, subject to compliance with the conditions of use and other terms under which such cheques or cards have been issued.
- 3.5 An **Insured Person** will take all reasonable precautions for the safety of all **Property** and **Money**.

- 3.6 In the event of any claim in respect of any items of **Property**, the **Underwriters** are entitled to:
- 3.6.1 keep or take possession of that item of **Property** and to deal with its salvage in a reasonable manner; or
 - 3.6.2 to repair or replace any items of **Property** for which **Underwriters** are liable.

4. Exclusions Applicable to Property and Money - See also General Exclusions

- 4.1 The **Underwriters** will not pay any claim for **Property** in respect of:
- 4.1.1 any single article in excess of £500;
 - 4.1.2 wear and tear, depreciation or gradual deterioration;
 - 4.1.3 mechanical or electrical failure;
 - 4.1.4 any process of cleaning, dyeing, restoring, repairing or alteration;
 - 4.1.5 more than a reasonable proportion of the total value of the set where the lost or damaged property is a part of a set or a pair;
 - 4.1.6 sports equipment lost or damaged whilst in use;
 - 4.1.7 loss of or damage to vehicles, their accessories or spare parts;
 - 4.1.8 loss of or damage to furniture, furnishings and household effects; or
 - 4.1.9 theft or attempt of theft of **Valuables** when they are unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.
- 4.2 The **Underwriters** will not pay any claim for **Money** in respect of:
- 4.2.1 loss of cash in excess of £600;
 - 4.2.2 devaluation of currency or shortages due to errors or omissions during monetary transactions; or
 - 4.2.3 loss of cheques, charge, bankers' or credit cards not reported to the issuing bank or the relevant authorities as soon as the bank or authorities office allow.
- 4.3 The **Underwriters** will not pay any claim either for **Property** and **Money** in respect of:
- 4.3.1 loss or theft not reported to either the police or the transport carrier within forty eight (48) hours of discovery; or
 - 4.3.2 loss due to confiscation or detention by customs or any other authority;
 - 4.3.3 the amount of **Excess** as stated in the Travel Benefits Table.

2.3 – Diversion or Missed Travel Connections

1. What is Covered:

The **Underwriters** will reimburse the **Insured** for all reasonable additional expenses incurred for the transportation and accommodation of an **Insured Person** up to an amount not exceeding the sum insured stated in the Travel Benefits Table if, during the **Operative Time**, the **Insured Person** misses an international travel connection by more than five (5) hours due to:

- 1.1 the unexpected failure of or disruption to pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
- 1.2 **Injury** or illness of a fellow passenger or crew member of the pre-booked publicly licensed transportation in which the **Insured Person** had planned to travel.
- 1.3 strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.
- 1.4 diversion of aircraft, sea vessel, publicly licensed passenger conveyance due to:
 - 1.4.1 **Injury** or illness of a fellow passenger or crewmember.
 - 1.4.2 strike, industrial action, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown.

2.4 – Hi-jack, Kidnap and Hostage

1. What is Covered:

The **Underwriters** will reimburse the **Insured** for each complete 24 hour period that an **Insured Person** is a victim of a **Hi-jack, Kidnap** or taken **Hostage** during the **Operative Time** up to an amount not exceeding the sum insured stated in the Travel Benefits Table.

2. Provisions Applicable to Hi-jack

2.1 If during the **Operative Time** 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 taken **Hostage** or until the **Insured Person** returns home, whichever is the earlier.

2.5 – Passport

1. What is Covered:

In the event an **Insured Person's** passport is lost, stolen or destroyed during a **Journey**, the **Underwriters** agree to pay the **Insured** for the benefit of the **Insured Person**, for additional travel and accommodation expenses necessarily incurred to enable the **Insured Person** to obtain a replacement passport, visa or other temporary replacement thereof, up to the sum insured shown in the Travel Benefit Table.

2. Exclusions Applicable to Passport - See also General Exclusions

The **Underwriters** will not pay any claims:

2.1 the amount of **Excess** as stated in the Travel Benefits Table.

2.6 – Kidnap and Hostage Expenses

1. What is Covered:

The **Underwriters** will pay **Expenses** up to a maximum of the sum insured stated in the Travel Benefit Table if an **Insured Person** is:

1.1 **Kidnapped**

1.2 taken **Hostage** for a period in excess of 72 hours which starts during the **Operative Time**.

2. Definitions Applicable to Kidnap and Hostage Expenses - See also General Definitions:

2.1 **Expenses**

Reasonable fees and expenses incurred by the **Underwriters'** to assist in the release of an **Insured Person**.

2.2 **Hostage**

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

2.3 **Ransom**

Demanding of cash, monetary instruments, bullion, or the fair market value of any securities, property or services from the **Insured** or **Insured Person** resulting directly from a **Kidnapping** occurring during the **Period of Insurance**.

3. Conditions Applicable only to Kidnap and Hostage Expenses – See also General Conditions:

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

3.1.1 inform the **Underwriters** and their representatives and provide whatever information is requested as soon as possible.

3.1.2 inform, or allow the **Underwriters** and their representatives to inform the law enforcement authorities in the country where an insured event has occurred of the **Ransom** demand as soon as is practicable having regard for the personal safety of the **Insured Person**.

4. Exclusions Applicable only to Kidnap and Hostage Expenses - See also General Exclusions:

The **Underwriters** will not pay any claim:

- 4.1 for the fraudulent, dishonest, or criminal acts of the **Insured** or **Insured Person**, or any person authorised by the **Insured**;
- 4.2 if the **Insured Person** is permanently residing or staying for more than 90 consecutive days in the country where the **Kidnapping** or **Hostage** taken occurs;
- 4.3 for **Kidnapping** of a child by its parent or legal guardian.
- 4.4 where the **Kidnap** or **Hostage** taking occurs in:
 - 4.4.1 any country located in Central or South America; or
 - 4.4.2 Afghanistan, Iraq, Syria, Nigeria and the Philippines; or
 - 4.4.3 any country in which the United Nations armed forces are deployed;
- 4.5 if the **Insured** and /or an **Insured Person** can recover costs from any other insurance policy.

2.7 – Cancellation, Curtailment, Rearrangement or Replacement Expenses

1. What is Covered:

In the event of expenses being incurred resulting from the cancellation, curtailment or rearrangement of any part of the original plans for the **Insured Person's Journey**, outside the control of the **Insured** or **Insured Person**, as the consequence of:

- 1.1 the **Insured Person** sustaining an **Injury** or becoming ill;
 - 1.2 the death, injury or illness of the **Insured Person's** close relative, friend or close business colleague;
 - 1.3 compulsory quarantine, jury service, subpoena or hijacking involving the **Insured Person** or **Insured Person's** close relative, friend or close business colleague;
 - 1.4 cancellation or curtailment of scheduled public transport services, pre-booked transportation and/or transportation owned by, leased to or operated by the **Insured** consequent upon mechanical breakdown, strike, riot or civil commotion;
 - 1.5 cancellation or curtailment of a scheduled excursion upon advice or instruction of Government or other Public Authorities.
 - 1.6 the **Insured Person's** presence being required by police following burglary at their normal residence or place of business in the **United Kingdom**.
 - 1.7 the **Insured Person's** place of business and/or normal residence being uninhabitable or the intended destination of the scheduled excursion being unavailable to visit or being uninhabitable due to: fire; storm; flood; subsidence; or malicious damage.
2. The **Underwriters** will indemnify the **Insured** on behalf of the **Insured Person** in respect of:
- 2.1 deposits, advance payments and other charges which have not been, and will not be used, but which become forfeit or payable under contract; and
 - 2.2 additional travel and accommodation expenses necessarily incurred.

Provided that the liability of the **Underwriters** in respect of such expenses and costs shall not exceed the Benefit stated in the Travel Benefit Table.

3. Extensions Applicable to Cancellation, Curtailment, Rearrangement or Replacement Expenses:

3.1 Travel Delay

The Underwriters shall indemnify the **Insured** in respect of additional travel and accommodation expenses necessarily incurred by an **Insured Person** as a result of the late arrival at intended destination by a minimum of 6 hours due directly to cancellation or delay of scheduled public transport as a consequence of strike, breakdown or weather conditions up to a maximum of £300.

3.2 Promotional Vouchers and Awards

In respect of a **Journey** funded wholly or partially by Promotional Vouchers or Awards which have been redeemed and which are non-refundable as a result of the Cancellation, Curtailment, Rearrangement or Replacement Expenses, the **Underwriters** shall indemnify the **Insured** for the

benefit of the **Insured Person** up to the cost of such **Journey** up to the maximum sum insured shown in the Travel Benefit Table in respect of any one **Insured Person**.

3.3 Accompanying Adult Replacement

The **Underwriters** will reimburse the **Insured** up to the maximum sum insured shown in the Travel Benefit Table in respect of any one **Insured Person** for any **Expenses** incurred during the **Operative Time** to send a substitute person to maintain the adult/pupil ratio evident at the commencement of the **Journey** as a direct result of:

- 3.3.1 the **Insured Person** sustaining an **Injury** or becoming ill;
- 3.3.2 the death, injury or illness of the **Insured Person's** close relative, friend or close business colleague;
- 3.3.3 compulsory quarantine, jury service, subpoena or hijacking involving the **Insured Person** or **Insured Person's** close relative, friend or close business colleague;
- 3.3.4 the **Insured Person's** presence being required by police following burglary at his/her normal residence or place of business.
- 3.3.5 the **Insured Person's** place of business and/or normal residence being uninhabitable due to: fire; storm; flood; subsidence; or malicious damage.

3.3.6 Definitions Applicable to Accompanying Adult Replacement Expenses - See also General Definitions:

3.3.6.1 Expenses

Expenses reasonably and necessarily incurred in sending a substitute person **Insured Person**.

4. Conditions Applicable to Cancellation, Curtailment, Rearrangement or Replacement Expenses – See also General Conditions:

- 4.1 Any claim resulting from an **Injury** or **Illness** must be made on the advice of a **Medical Practitioner**.

5. Exclusions Applicable to Cancellation, Curtailment, Rearrangement or Replacement Expenses - See also General Exclusions:

The **Underwriters** shall not be liable for expenses consequent upon:

- 5.1 any expenses incurred if an **Insured Person** is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining medical treatment or medical advice;
- 5.2 any loss which is insured under any other insurance policy;
- 5.3 any loss arising from the cancellation or curtailment of an event held by the **Insured**, or a subsidiary or parent company thereof;
- 5.4 any expenses incurred solely as a result of disinclination to travel or to continue the **Journey**;
- 5.5 any expenses incurred as a result of the **Insured Person's** redundancy or the termination of their employment more than 31 days prior to a **Journey** taking place;
- 5.6 any expenses incurred due to the **Insured's** or **Insured Person's** financial circumstances;
- 5.7 any expenses consequent upon the default of any provider (or their agent) of transport or accommodation or any agent acting for the **Insured** or the **Insured Person**;
- 5.8 any expenses incurred as a result of regulations made by any Public Authority or Government;
- 5.9 any expenses due to strike, labour, dispute, mechanical breakdown or failure of the means of transport (other than disruption of road or rail services by avalanche, snow or flood) which existed or for which advanced warning had been given prior to the date on which the **Journey** was booked;
- 5.10 any claim for cancellation following delay to an aircraft or ship if the delay is due to withdrawal from service temporarily or permanently on the orders of any Port Authority or the Civil Aviation Authority or any similar body in any country;
- 5.11 any loss or expenses arising from an **Insured Person** committing or attempting to commit suicide, or intentionally inflicting self-injury;
- 5.12 any loss or expenses arising from an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;

2.8 – Legal Expenses

1. What is Covered:

The **Underwriters** will reimburse the **Insured** for legal expenses incurred by or on behalf of an **Insured Person** up to an amount not exceeding the sum insured stated in the Travel Benefit Table in pursuing a claim for damages against any third party who has caused the death, injury or Illness of the **Insured Person** by an incident occurring during the **Operative Time**.

2. Conditions Applicable to Legal Expenses:

2.1 Appointment of Legal Representative

The **Insured** or **Insured Person** shall have the right to appoint a legal representative provided that the **Insured** or **Insured Person** does so in consultation with the **Underwriters**. If the **Insured** or **Insured Person** requests it, the **Underwriters** may provide the **Insured** or **Insured Person** with information about legal representative(s) in the relevant area.

Where the **Insured** or **Insured Person** wishes to change an appointed legal representative the **Underwriters** shall not be liable to pay legal expenses unless and until the **Underwriters** have approved the appointment of the new legal representative in writing.

2.2 Prior Written Consent of the **Underwriters**

Legal expenses can only be incurred with the prior written consent of the **Underwriters** and subject to the **Insured** and/or **Insured Person** satisfying the **Underwriters** of the following:

- 2.2.1 there are reasonable grounds for pursuing the compensation claim, and
- 2.2.2 the legal expenses will be in reasonable proportion to the value of the compensation claim.

2.3 Compliance

The **Insured** and/or **Insured Person** must comply with all rules of court and orders made by a court and attend such hearings, meetings or conferences and sign such documents as may reasonably be required.

2.4 Co-operation

In connection with any claim for legal expenses, the **Insured** and/or **Insured Person** must co-operate with the **Underwriters** and provide the **Underwriters** with any information, correspondence, documents, reports, statements and/or advice immediately it is requested by the **Underwriters** or as soon as reasonably practicable.

2.5 Second Opinion

The **Insured** or **Insured Person** shall, if requested by the **Underwriters**, obtain at its own expense a barrister's opinion as to whether there are reasonable grounds to pursue the compensation claim. The barrister to be used shall be mutually agreed by the **Insured** or **Insured Person** and the **Underwriters**. In the event that the barrister's opinion indicates there are sufficient grounds for pursuing the compensation claim, then the **Underwriters** shall reimburse the barrister's costs to the **Insured** or **Insured Person**.

2.6 Dispute Resolution

If there is a dispute between the **Insured** or **Insured Person** and the **Underwriters** other than a dispute over admissibility of a claim under this section, the dispute will be referred to a single arbitrator for arbitration who shall be either a solicitor or barrister agreed by the **Insured** or **Insured Person** and the **Underwriters**, or in the absence of agreement a person nominated by the current President of the Law Society of England and Wales. The full cost of the arbitration shall be paid by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have power to apportion costs. If the decision is made in favour of the **Underwriters**, the **Insured** or **Insured Person** cannot recover their costs under this Policy.

2.7 Reimbursement of Legal Expenses to the **Underwriters**

The **Insured** shall repay or ensure that the **Insured Person** repays to the **Underwriters** legal expenses paid under this section of the **Policy** if the **Insured** or **Insured Person** recoups those Legal Expenses from any other source.

3. Exclusions Applicable to Legal Expenses - See also General Exclusions

The **Underwriters** will not pay for any claim for:

- 3.1 legal expenses incurred without the prior written approval of the **Underwriters**;
- 3.2 claims against the **Underwriters** or anyone acting on behalf of the **Underwriters**, or a travel agent, tour operator or carrier;
- 3.3 the continued pursuit of any claim where the **Underwriters** consider the **Insured** or an **Insured Person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party;
- 3.4 legal actions between **Insured Persons**;
- 3.5 legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country;
- 3.6 legal expenses which constitute a valid claim under any other insurance policy beyond **Underwriters'** rateable share of any claim costs.

2.9 – Personal Liability

1. What is Covered:

The **Underwriters** will indemnify the **Insured** for legal liability to pay damages in respect of:

- 1.1 accidental **Bodily Injury**, false arrest, false imprisonment, invasion of right of privacy, detention, false eviction and malicious prosecution;
- 1.2 accidental loss of or damage to **Material Property** belonging to third parties;

arising out of an event which occurs during the **Operative Time**.

2. The **Underwriters** will indemnify the **Insured** for:

- 2.1 all legal costs and expenses recoverable by third parties from the **Insured** or an **Insured Person** in respect of the claim made against the **Insured** or an **Insured Person** for which indemnity is provided in clause 1 above.
- 2.2 any legal costs and expenses incurred with the **Underwriters** prior written consent.

Note: The **Underwriters** will not be liable to indemnify the **Insured** for any amount exceeding the Limit of Indemnity stated in the Travel Benefit Table for the total amount payable under clauses 1 and 2 above.

3. Definitions Applicable to Personal Liability - See also General Definitions

- 3.1 **Bodily Injury**
Death, injury, illness, disease and nervous shock.
- 3.2 **Material Property**
Property which is both material and tangible.

3.3 **Pollution**

- 3.3.1 Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- 3.3.2 All loss, damage or injury directly or indirectly caused by such pollution or contamination.

4. **Conditions Applicable to Personal Liability - See also General Conditions**

- 4.1 The **Insured** and/or an **Insured Person** or their legal personal representatives will give notice in writing to the **Underwriters** as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance.
 - 4.1.1 Every claim notice, letter, writ or process or other document served on the **Insured** or **Insured Person** shall be forwarded to the **Underwriters** immediately on receipt.
 - 4.1.2 Notice in writing shall be given to the **Underwriters** by the **Insured** or **Insured Person** of any impending prosecution, inquest or fatal accident inquiry in connection with such event.
 - 4.1.3 No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the **Insured** or an **Insured Person** without the prior written consent of the **Underwriters**.
- 4.2 The **Underwriters** shall be entitled at any time and at its own discretion to:
 - 4.2.1 take over and conduct in the name of the **Insured** the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against all other parties or persons.
 - 4.2.2 pay to the **Insured** the sum insured stated in the Travel Benefit Table less any costs incurred by the **Underwriters** or any lesser sums for which any claim or claims under any section of this Policy can be settled. In this event the **Underwriters** shall not be under any further liability.
- 4.3 No Endorsement or Amendment to this Policy shall override the Terms, Limits, Conditions, Exclusions applicable to this section.

5. **Exclusions Applicable to Personal Liability - See also General Exclusions**

The **Underwriters** will not indemnify the **Insured** in respect of its or an **Insured Person's** legal liability to pay damages:

- 5.1 arising out of the ownership, possession or use by or on behalf of an **Insured Person** of any:
 - 5.1.1 aircraft, aero spatial device or hovercraft, waterborne craft;
 - 5.1.2 mechanically propelled or horse drawn vehicle, caravan or vehicular trailer;
 - 5.1.3 firearm;
 - 5.1.4 animal;
- 5.2 for **Bodily Injury** to any family or household member of an **Insured Person** or any person who is under a contract of service or apprenticeship with the **Insured** or an **Insured Person** when **Bodily Injury** arises out of and in the course of their employment with the **Insured** or an **Insured Person**;
- 5.3 for loss of or damage to **Material Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person** or their family or household members;
- 5.4 arising directly or indirectly in connection with:
 - 5.4.1 the ownership or occupation of land or buildings;
 - 5.4.2 the carrying on of any trade, business or profession;
 - 5.4.3 any damages which should be more specifically claimed under any other contract of insurance in the name of the **Insured** and/or **Insured Person**;
 - 5.4.4 any fine or penalty;
- 5.5 attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** in the absence of such agreement;
- 5.6 for any kind of **Pollution**;
- 5.7 whilst acting in the capacity as an officer or member of a club or association;

- 5.8 for punitive and exemplary damages in respect of the United States of America or Canada;
- 5.9 resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

2.10 – Search and Rescue Expenses

1. What is Covered:

The **Underwriters** will indemnify the emergency assistance provider or the police or coastguard or authority responsible for rescue services up to an amount not exceeding the sum insured stated in the Travel Benefit Table per **Journey** for costs that are necessarily incurred to conduct a search and rescue operation where the **Journey** is outside the **United Kingdom**, if during the **Operative Time** an **Insured Person** is reported missing to the police, coastguard or other authority responsible for rescue services where:

- 1.1 it is known or believed that an **Insured Person** may have sustained an **Injury** or become ill; or
- 1.2 weather or safety conditions are such that it becomes necessary to do so to prevent the **Insured Person** from sustaining an **Injury** or becoming ill

2. Provisions Applicable to Search and Rescue Expenses

2.1 Cover shall cease when:

- 2.1.1 the **Insured Person** is rescued; or
- 2.1.2 the appropriate authority advises that continuing the search and rescue operation is no longer viable.

2.11 – Non-Travelling Partner Accidental Death

1. What is Covered:

The **Underwriters** will pay the **Insured** a £10,000 accident death benefit if whilst an **Insured Person** is travelling their **Partner** dies whilst in the **United Kingdom** as a result of an **Injury**.

2. Exclusions Applicable to Non-Travelling Partner Accidental Death - See also General Exclusions

The **Underwriters** will not pay any claim:

- 2.1 if the **Partner** is travelling overseas at the time the death by **Injury** occurs.

2.12 –Employee Replacement or Resumption of Assignment Expenses

1. What is Covered:

The **Underwriters** will reimburse the **Insured** up to an amount not exceeding the sum insured stated in the **Schedule** for any **Expenses** incurred during the **Operative Time** as a direct result of an **Injury** to or illness of an **Insured Person** which in the opinion of a **Medical Practitioner** will last for a period in excess of seventy two (72) hours to either:

- 1.1 *Employee Replacement* - send a substitute person to complete the original business commitments and objectives of the **Insured Person**; or
- 1.2 *Resumption of Assignment* - return the original **Insured Person** whom the **Underwriters** have repatriated back to the **United Kingdom** following an event covered under Section 2.1 Travel Medical and Emergency Expenses, within ninety (90) days of such repatriation, to complete their original business commitments and objectives.

2. Definitions Applicable to Employee Replacement or Resumption of Assignment Expenses - See also General Definitions:

2.1 Expenses

Expenses reasonably and necessarily incurred in sending a substitute person or returning an **Insured Person**.

3. Exclusions Applicable to Employee Replacement or Resumption of Assignment Expenses - See also General Exclusions:

The **Underwriters** will not pay any claim:

- 3.1 which is the direct or indirect result of an **Insured Person** travelling against the advice of a **Medical Practitioner**.
- 3.2 for expenses that the **Insured** or an **Insured Person** has paid or budgeted to pay before the commencement of the journey.

2.13 – Political and Natural Disaster Evacuation Expenses

1. What is Covered:

If whilst an **Insured Person** is travelling outside of the **United Kingdom** on business and:

- 1.1 officials in the country the **Insured Person** is in, recommend that certain employment categories of persons, which employment categories include the **Insured Person**, should leave that country; or
- 1.2 the **Insured Person** is expelled from or declared *persona non grata* in the country they are in; or
- 1.3 a **Major Natural Disaster** has occurred in the country the **Insured Person** is in necessitating their immediate evacuation in order to avoid personal risk of **Injury** or **Illness**.

2. Underwriters will pay:

- 2.1 up to the cost of a customary economy class air fare not exceeding the sum insured stated in the **Schedule** to return the **Insured Person** to the **United Kingdom**; or
- 2.2 up to the cost of a customary economy class air fare not exceeding the sum insured stated in the **Schedule** to deliver the **Insured Person** to the nearest place of safety; and
- 2.3 where the **Insured Person** is unable to return to the **United Kingdom**, the reasonable costs of accommodation, up to a maximum of £100 per day for each **Insured Person** for a maximum period of ten (10) days. This benefit is not payable in the **Insured Person's** country of domicile.

Note: If an **Insured Person** needs to leave the country they are in, Evacuation Services must be contacted beforehand to confirm cover. Where possible Evacuation Services will make the travel arrangements and in all cases the **Underwriters** will decide where to send the **Insured Person**.

3. Definitions Applicable to Political and Natural Disaster Evacuation Expenses - See also General Definitions:

3.1 **Major Natural Disaster**

Shall mean:

Geological event: Earthquake, Volcanic eruption.

Hydrological event: Maelstrom, Tsunami.

Climatic event: Hurricane, Tropical cyclone, Typhoon, Ice storm, Tornado.

4. Conditions Applicable to Political and Natural Disaster Evacuation Expenses - See also General Conditions:

- 4.1 Evacuation Services must immediately be informed by the **Insured** or an **Insured Person** of any medical emergency which may give rise to a claim.
- 4.2 To avoid prejudicing the reimbursement of expenses, the **Insured** and/or an **Insured Person** will not try to provide solutions to medical emergency problems encountered without involving Evacuation Service.
- 4.3 In the event that repatriation expenses are necessarily incurred by **Underwriters** when acting in good faith in respect of any person not insured under this Policy, the **Insured** will reimburse **Underwriters** for all such costs incurred.

5. Exclusions Applicable to Political and Natural Disaster Evacuation Expenses - See also General Exclusions

The **Underwriters** will not pay any claim:

- 5.1 where the **Insured Person** has breached or is accused of breaching the laws or regulations of the country from which they have to be evacuated.

- 5.2 where the **Insured Person** fails to produce or maintain immigration, work, residence or similar visas, permits or other documentation necessary to remain in that country.
- 5.3 due to debt, insolvency, commercial failure, the repossession of property or any other financial cause.
- 5.4 following the **Insured's** or **Insured Person's** failure to honour any contractual obligations or bond or to obey any conditions in a licence.
- 5.5 if the **Insured Person** is a national of the country from which they are to be evacuated.
- 5.6 where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Insured Person** entered the country.
- 5.7 for expenses necessarily incurred as part of the original travel budget.
- 5.8 where the **Insured Person** is travelling solely for leisure purposes.
- 5.9 where it is illegal or deemed by **Underwriters** to be too dangerous to evacuate the **Insured Person**.

2.14 Winter Sports Extension

NOTE: Section 2.14 only applies if the **Insured** has paid the appropriate premium for Winter Sports cover and this is endorsed onto the Policy.

1. Definitions:

Winter Sports

Skiing; snowboarding; off-piste skiing and snowboarding except in areas considered to be unsafe by resort management unless with a qualified guide; cross-country skiing; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking or trekking up to 4,000 metres.

2.14.1 - Equipment Hire

1. What is Covered:

The **Underwriters** will pay up to £25 per day to a maximum of £250 for the hiring of replacement equipment if an **Insured Person's** skis, poles, snowboards, boots or bindings are lost or delayed for more than 12 hours during the outward or onward **Journey**.

2. Exclusions Applicable only to Equipment Hire – See also General Exclusions:

The **Underwriters** will not pay any claim:

- 2.1 not supported by a written report from the carrier responsible for the delay or damage to your skis or ski boots.
- 2.2 resulting from theft.

2.14.2 - Piste Closure

1. What is Covered:

If all lifts in the pre-booked ski resort are closed due to a lack of snow which means an **Insured Person** has to travel to an alternative resort for skiing, the **Underwriters** will pay up to £25 per day to a maximum of £250 for one of the following:

- 1.1 travel costs to the nearest available ski resort; or
- 1.2 if an **Insured Person** is unable to ski at a different resort; or
- 1.3 the extra cost of acquiring a new or extended ski pass.

2. Exclusions Applicable only to Equipment Hire – See also General Exclusions:

The **Underwriters** will not pay:

- 2.1 any claim not supported by a written statement from the management of the resort confirming the reason for the piste closure and the duration of the piste closure.
- 2.2 any costs incurred at ski resorts less than 1,000 metres above sea level.
- 2.3 any claim where the piste closure was public knowledge prior to the **Journey**.

2.14.3 - Avalanche Cover

1. What is Covered:

The **Underwriters** will pay up to £250 for necessary and reasonable extra travelling and accommodation expenses if an **Insured Person's** arrival or departure from their pre booked ski resort is delayed by more than 12 hours due to an avalanche.

2. Exclusions Applicable only to Equipment Hire – See also General Exclusions:

The **Underwriters** will not pay:

2.1 the first £50 of each and every claim.

2.2 any costs incurred at ski resorts less than 1,000 metres above sea level.