

Policy Wording

**Group Personal Accident  
Sickness & Travel Insurance**

Please read this document carefully. Should you have any questions, please contact your insurance agent.

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## Introduction

Thank you for choosing Arch Insurance to be Your insurance provider. Please read this Policy, the Schedule and any Endorsements carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in Your Schedule.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy. Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule which You should file with Your Policy. You should refer to the Schedule, Endorsement(s) and the Policy Wording to ascertain precise details of cover in force.

If You have any questions about any of Your insurance documents, or you require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. This Policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## Our Promise to You

Our goal is to provide excellent service to all Our customers but We recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

In the first Period of Insurance, You may cancel the Your Policy within 14 days of receiving Your policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding.

If You wish to cancel at any other time, please refer to General Conditions – Policy Cancellation.

## Notifying a Claim

To report or make a claim, follow the instructions shown in the Claims Handling Process and the General Claims Settlement Conditions

### Group Personal Accident & Sickness Section

(check Your Schedule to see if this Section is operative)

Notification of any claim should be sent to:

Arch Insurance UK Personal Accident & Travel Claims  
3rd Floor  
Corner Block  
Quay Street  
Manchester  
M3 3HN

Telephone No: **0344 892 1787**

Email Address: [ukpatclaims@archinsurance.co.uk](mailto:ukpatclaims@archinsurance.co.uk)

### Travel Section

(check Your Schedule to see if this Section is operative)

For emergency medical assistance, please contact

CEGA Assistance

Telephone: **+44 (0) 1243 219 645**

E-mail: [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com)

The service can be accessed 24 hours a day 365 days a year. Calls may be recorded or monitored.

For Legal Expenses claims under Section 16, please contact DAS

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Telephone No: **0117 934 0470**

For all other travel claims, contact

Arch Insurance UK Personal Accident & Travel Claims  
3rd Floor  
Corner Block  
Quay Street  
Manchester  
M3 3HN

Telephone No: **0344 892 1787**

Email Address: [ukpatclaims@archinsurance.co.uk](mailto:ukpatclaims@archinsurance.co.uk)

If You need additional assistance please contact Your insurance agent.

## How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You quoting the Policy number in all cases

If You have a complaint arising from Your Policy (other than under Section 16 Travel Legal Expenses Insurance) please contact

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

For complaints relating to the Section 16 Travel Legal Expenses Insurance, please contact

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH

[customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Telephone: 0344 893 9013

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

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

Following the complaints procedure does not affect Your rights to take legal proceedings.

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the other insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Arch Fair Processing Notice

The privacy and security of Your information is important to Us. This notice explains who We are, the types of information We hold, how We use it, who We share it with and how long We keep it. It also informs You of certain rights You have regarding Your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are We?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information You provide Us and is registered with the Information Commissioner's Office for the products and services We provide to You.

You can contact Us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise Us of as much detail as possible to comply with Your request.

### What information do We collect?

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to Your enquiry or product and payment details (including bank account number and sort code) which We need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing You with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If You object to use of this information then We will be unable to offer You the product or service requested.

### How do We use Your personal information?

We will use Your personal information to

- assess and provide the products or services that You have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with Us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to Our websites

We make outbound phone calls for a variety of reasons relating to many of Our products or services (for example, to update You on the progress of a claim or to discuss renewal of Your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure We comply with them.

To ensure confidentiality and security of the information We hold, We may need to request personal information and ask security questions to satisfy ourselves that You are who You say You are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and We may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing Your personal information

We follow strict security procedures in the storage and disclosure of Your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to Us, including information provided via forms You may complete on Our websites, and information which We may collect from Your browsing (such as clicks and page views on Our websites).

Any new information You provide Us may be used to update an existing record We hold for You.

### **When do We share Your information?**

To help Us prevent financial crime, Your details may be submitted to fraud prevention agencies and other organisations where Your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjustors) deliver some of Our products or provide all or part of the service requested by You. In these instances, while the information You provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to You or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data We collect about You may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Us or for one of Our suppliers. Such staff may be engaged in, amongst other things, the provision of information You have requested.

If We provide information to a third party We will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on Your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share Your information with anyone You have authorised to deal with Us on Your behalf.

### **How long do We keep Your information for?**

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless We are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

### **Your rights**

Under data protection law You have the right to change or withdraw Your consent and to request details of any personal data that We hold about You.

Where We have no legitimate reason to continue to hold Your information, You have the right to be forgotten.

We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that You are unhappy with.

Further details of Your rights can be obtained by visiting Our long form notice at

[www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

## The Contract of Insurance and the Underwriters

This Policy is underwritten by Arch Insurance (UK) Limited and certain other insurers (hereinafter called the 'Underwriters').

We will provide the insurance described in this Policy against the events set out in the operative Sections (subject to the terms described) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

### IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

Your Schedule, Policy Wording and any endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the Policy does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

#### Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions or General Conditions. These are extremely important. If you are in breach of any of these obligations at the time of a loss We may have no obligation to pay any claim for that loss. However, if a Condition or General Condition is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition or General Condition to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred

#### Steps to be taken if you cannot comply

If You are unable to comply with any Condition or General Condition, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions and General Conditions remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy.

An Underwriter is not jointly liable for any liability of any other that may underwrite this contract.

Although reference is made at various points in this Policy to "this contract" in the singular, where circumstances so require this should be read as a reference to contracts in the plural.

<b>The Underwriters</b>	
<b>All Sections (except 16 – Travel – Legal Expenses)</b>	Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.
<b>Section 16 Travel - Legal Expenses</b>	DAS Legal Expenses Insurance Company Limited. Registered in England and Wales Company No 103274. Registered address: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority register number 202106.
You can check this information on the Financial Conduct Authority register by visiting the FCA’s website <a href="http://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at <a href="http://www.bankofengland.co.uk/pr">www.bankofengland.co.uk/pr</a>	



Steve Bashford  
 For the Underwriters  
 Chief Executive of Arch UK Regional Division  
 A division of Arch Insurance (UK) Limited

## General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

Where a Section of the Policy contains definitions which apply to that particular Section they must be read in conjunction with the following General Definitions. Where there is conflict between the definition shown in the Section and the General Definitions, the Section definition shall take precedence.

### **We/Us/Our/Ours**

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

### **Insured/Policyholder/You/Your/Yours**

The Policyholder as detailed in the Schedule.

### **Accident**

A sudden, unexpected and specific event that occurs at an identifiable time and place during the Period of Insurance.

### **Aircraft Accumulation**

All Insured Persons travelling in any aircraft.

### **Annual Salary**

The total annual remuneration as declared and upon which the premium is based payable by the Insured to the Insured Person at the date of an Accident resulting in Bodily Injury or a Sickness first manifests itself, excluding payments for overtime, commission or bonus, or any loans whether repayable or otherwise, profit share agreements, expense payments or payments made in kind, unless these additional emoluments have been specifically included in the declared annual remuneration upon which the premium has been based and have been accepted by Us.

### **Baggage**

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

### **Bodily Injury**

Identifiable physical injury to an Insured Person's body which is caused directly and solely by an Accident and is not intentionally self-inflicted and does not result from Sickness.

### **Business**

The Business description as detailed in the Schedule.

### **Business Equipment**

Business equipment belonging to You and which is in the custody or control of the Insured Person at the time of the loss.

### **Child**

Any child of an Insured Person who is unmarried and dependent

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

### **Corporate Event**

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

### **Country of Residence**

The country in which the Insured Person is habitually resident.

### Director (including Partners and Members)

- A. A serving director (including the Company Secretary but excluding any non-executive director) of the Insured
  - i. whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom.
  - ii. that sits on Your Board of Directors where the Insured is a company registered outside of the United Kingdom.
- B. a member of a limited liability partnership as defined under the Limited Partnership Act 2000.
- C. any person who has signed the partnership deed of the Insured.

### Employee

Any person under a contract of service or apprenticeship with You excluding any Director.

### Evacuation

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

- A. the British Government via the Foreign, Commonwealth and Development Office or
- B. any legally empowered regulatory, governmental or local authority in the country or region in which the Insured Person is travelling or
- C. Our security assistance provider CEGA.

### Evacuation Expenses

The additional cost of travel, accommodation and other expenses necessarily and reasonably incurred by You or the Insured Person in evacuating the Insured Person to the Insured Person's normal Country of Residence or the nearest place of safety.

### Great Britain

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

### Guest

Any person whom You consent to be covered under this Policy other than a Child, Spouse or Visitor.

### Hijack / Kidnap / Detention

Unlawful seizure of an Insured Person.

### Hospital

Any institution which meets all of the following criteria

- A. maintains permanent and full time facilities for the care of overnight resident patients and
- B. has diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C. continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D. is not, other than incidentally, an institution which provides full time facilities for
  - i. mentally ill or disabled persons
  - ii. nursing or convalescing persons or persons aged 70 years or more
  - iii. drug addicts
  - iv. alcoholics.

### Incident

All individual losses arising out of and directly occasioned by one sudden, unexpected, specific event occurring at an identifiable time and place.

### Insured Journey

A journey during the Operative Time specified in the Schedule.

### Insured Person

Any person or category of persons as detailed in the Schedule.

**Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- A. in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

**Loss of Limb**

- A. in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B. in the case of an arm loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

**Loss of Hearing**

Permanent and total loss of hearing

**Loss of Speech**

Permanent and total loss of speech

**Medical Expenses**

The cost of medical, surgical or other remedial attention or treatment or appliances given or prescribed by a Medical Practitioner and all Hospital, nursing home and ambulance charges connected with a valid claim under this Policy and which are incurred within twenty four (24) calendar months from the date of the Accident giving rise to such claim.

**Medical Practitioner**

Any legally qualified medical practitioner other than

- A. an Insured Person
- B. a member of the Insured Person's immediate family.

**Money and Credit Cards**

Coins, bank and currency notes, cheques, postal and money orders, travellers cheques, travel tickets and petrol and other coupons which have current monetary value and any credit, debit, charge, cheque, bankers or cash card issued in the United Kingdom or Country of Residence to You or the Insured Person provided that such money and credit cards had been obtained for travel, accommodation, meals and personal spending during the Insured Journey and belonged to or was in the custody and control of the Insured Person or for which the Insured Person was responsible for at the time of the loss.

**Nuclear Chemical or Biological Cause**

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent or Biological agent.

Biological agent shall mean any pathogenic microorganism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

**Permanent Total Disablement**

Disablement which entirely prevents an Insured Person from attending to their usual occupation in the Business and which lasts twelve (12) months and at the end of that period is beyond hope of improvement

**Period of Insurance**

The period of cover applicable to the Policy between and inclusive of the Effective Date and the Expiry Date specified in the Schedule.

**Policy**

This Policy is made up of a number of documents. These documents are the

1. Policy Wording
2. Schedule
3. endorsements

**Sickness**

- A. illness or disease (not resulting from Bodily Injury following an Accident)
- B. any naturally occurring condition or degenerative process
- C. any gradually operating cause

and which is first diagnosed by a Medical Practitioner during the Period of Insurance.

**Spouse**

The legally married spouse or civil or cohabiting partner of an Insured Person whom You consent to be covered by this Policy.

**Temporary Total Disablement**

Disablement which entirely prevents an Insured Person from carrying out all parts of their usual occupation in the Business.

**Temporary Partial Disablement**

Disablement which prevents an Insured Person from carrying out at least 50% of their usual occupation in the Business.

**Terrorism**

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

**United Kingdom**

England, Scotland, Wales and Northern Ireland.

**England, Scotland, Wales and Northern Ireland. Visitor**

Any person legally on Your premises other than

- A. Directors or Employees of Yours
- B. any other Insured Person more specifically insured under the Policy
- C. any Guest
- D. members of the emergency services.

**War**

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

## Definitions of Operative Time

The following words or expressions shall have the meanings set out below unless a more specific Definition applies in the individual Section. The Operative Time applicable is shown in the Schedule.

### 24 Hour

At any time.

### Occupational Accidents

- A. While engaged on the Insured Person's occupation in Your Business or
- B. as a result of assault while engaged upon duties incidental to Your Business or
- C. at any time while traveling on Your Business. Insurance operates from the departure of the Insured Person from their residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey

excluding Commuting

### Commuting

While in the course of daily travel directly between place of residence (normal or temporary) and place of Business (normal or temporary).

### Away from Premises

While the Insured Person is travelling on Your Business and is not on any of Your premises. Insurance operates from the departure of the Insured Person from their residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey whether the Accident occurs in the course of the Insured Person's Business duties or not, excluding Commuting.

### External Journey

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

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

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

The duration of an External Journey shall not exceed 12 months unless otherwise agreed by Us in writing.

### Internal Journey

Any journey undertaken by the Insured Person on Your Business (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal Country of Residence but only if the journey requires the Insured Person to obtain overnight accommodation within their normal Country of Residence or involves a rail journey or a flight.

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

### Holiday Travel

Any journey undertaken by the Insured Person which commences during the Period of Insurance other than on Your Business necessitating an overnight stay.

Insurance operates from the departure of the Insured Person from the Insured Person's normal residence until arrival back at such residence at the end of the journey.

**Occupants of Vehicles**

While the Insured Person is mounting into, travelling in, dismounting from, undertaking roadside repair, loading, unloading or refuelling any vehicle owned by You or hired by You or any vehicle being used as a temporary replacement for such vehicle including Bodily Injury following an Accident sustained in direct connection with such vehicle.

**Assault**

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the Insured Person's employment with You.

**Robbery**

While the Insured Person is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted).

**Inching and Crawling**

While the Insured Person is working on Your printing machinery as it is being inched or crawled.

## General Conditions

### Acquisition Clause

If during the Period of Insurance You acquire or create any new office, branch, subsidiary or associated company either directly or through one of Your subsidiaries, cover shall automatically apply from such date of acquisition or creation (provided either the wage roll or number of Insured Persons or travel pattern does not increase by more than 20% of the estimate provided at inception or renewal) at no additional charge.

Otherwise, We will agree to provide cover from the date of creation or acquisition for a period of 30 days during which time You shall provide Us with any additional information and pay any additional premium as We may reasonably require.

### Associated Companies

Except where cover automatically applies under the Acquisition Clause, where this Policy covers associated companies, they shall only be covered if You have provided Us with a list of these companies and we have confirmed that such companies are covered.

### Cancellation of Terrorism or War Risks Cover

We may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days' notice to You at Your last known registered address. The insurance in respect of any journey involving travel outside an Insured Person's Country of Residence which commences before the expiry of such notice shall not be affected.

### Change in Risk

You must notify Us immediately if You change Your Business from the one described on the Schedule during the Period of Insurance.

### Consumer Credit Termination Clause

Where We have agreed to You paying the premium by monthly instalments, then in the event that there is a default in instalments due under the payment schedule, We reserve the right to terminate the Policy and You will no longer be insured under the Policy.

If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule We reserve the right to also terminate that linked loan agreement.

### Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy. This means You must have clearly disclosed all material facts which You, Your senior management and/or persons responsible for arranging the Policy knew or ought to have known. Should You be in any doubt as to whether information should be presented to Us You must disclose it to Us
2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - a. deliberate or reckless or
  - b. of such other nature that if You had made a fair presentation We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
  - a. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

1. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
2. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
3. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
4. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### Fraud

If You, an Insured Person or anyone acting on the Insured Person's behalf makes any false or fraudulent claim, then We:

- A. are not liable to pay the claim;
- B. may recover any sums We have paid in respect of the claim; and
- C. may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We treat this Policy as having been terminated

- i. We may refuse all liability to You and an Insured Person under this Policy in respect of a relevant event occurring after the time of the fraudulent act, and
- ii. We need not return any of the premiums paid under this Policy.

### Insurance Act 2015

In respect of any

- a. duty of disclosure
- b. effect of warranties
- c. effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### Policy Cancellation

1. You may cancel Your Policy within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance. If You wish to terminate the cover at any other time, please contact Your insurance agent; any return premium will be at Our discretion.
2. Other than when the General Condition Fraud applies We may cancel Your Policy
  - a. by sending You 30 days written notice to Your last known address where We have valid reasons for doing so. Valid reasons may include but are not limited to, Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on Your behalf uses threatening, abusive or intimidating language or behaviour to Us or to someone whom We appoint to provide a service in connection with the Policy. Termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice. Subject to application of any minimum premium, We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
    - i. No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
    - ii. We have not identified a breach of any Policy Condition
  - b. immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

**Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Claims Handling Process

Conditions that apply to the Policy and in the event of a claim are set out in this Policy. It is important that You comply with all Policy 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 and in any event no later than 90 days, although there are some situations where immediate notice is required. Further guidance is contained in the Policy.

Claims Conditions require You and the Insured Person 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 or the Insured Person (where appropriate) will provide:

- The Insured Person's name, address and their home and mobile telephone numbers
- personal details necessary to confirm their identity
- Policy 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 if cover applies 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 suitable 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 or the Insured Person (where appropriate) to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim should be sent to:

Arch Insurance UK Personal Accident & Travel Claims

3rd Floor, Corner Block, Quay Street, Manchester M3 3HN

Telephone No: 0344 892 1787

Email Address: [ukpatclaims@archinsurance.co.uk](mailto:ukpatclaims@archinsurance.co.uk)

### **For Emergency Medical Assistance under Section 4 (if operative)**

Telephone No: +44 (0) 1243 219 645

E-Mail: [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com)

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

For your protection telephone calls may be recorded or monitored

For full details on Medical Assistance, please refer to the Travel Section of this Policy.

### **For Legal Expenses claims under Section 16 (if operative)**

Please contact

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Telephone No: +44 (0)117 934 0470

## General Claims Settlement Conditions

### Assignment

We will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

### Claims Notification

You must notify Us within 90 days of any Accident, Incident, event or circumstance occurring which may give rise to a claim, unless a different period of time is otherwise specified in this Policy.

### Evidence Required

In connection with any claim

- A. all medical certificates, reports, information and evidence required by Us to substantiate that claim must be supplied at the Insured Person's own expense and in such form as We may reasonably require
- B. We may require the Insured Person to undergo a medical examination and provide medical evidence to Us (at the Our expense), as often as We require, following receipt of the claim and
- C. no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B. above.

### Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing by Us.

### Interest

Interest will not be added to any amount paid.

### Other Insurances

If any loss, damage or expenses covered by this Policy under the travel sections is also covered by any other insurance We will not seek contribution other than any amount recoverable from any transport provider.

### Other Interests

Your receipt shall discharge Our liability to pay any amount in respect of a claim. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue Us. If the Insured comprises more than one party having an interest in the Insured Person or the property insured, then Our settlement shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy.

### Part Weeks

In the event of a valid claim under Section 1 Benefits 5 or 6 or Section 3 Benefit 3 odd days of benefit will be calculated at one-seventh of the amount payable per week.

### Reasonable Care

You and each Insured Person must take all reasonable steps to avoid or minimise any injury, loss, damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen.

### Third Party Contract Rights

No person other than the Insured or the Insurer may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

## General Policy Exclusions

We will not pay any claim

1. which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal Country of Residence, or
2. after the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years.

## **Group Personal Accident & Sickness Sections 1-3**

## Section 1 - Personal Accident Insurance

### The Cover

If during the Operative Time an Insured Person sustains an Accident causing Bodily Injury which within two years of the Accident is the sole and independent cause of Death or Disablement, We will pay You the appropriate Benefit shown in the Schedule subject to each of

- a. the Maximum Incident Limit
- b. any inner limits applicable detailed in the Schedule
- c. the applicable percentage limit shown below.

### Special Definitions applying to this Section

#### Benefits

Your Schedule will show which of the following scales is applicable to Your Policy

<b>Standard Scale</b>	<b>Percentage of the Sum Insured</b>
1. Death	100%
2. Loss of two or more Limbs or Loss of both Eyes or one of each	100%
3.	
a. Loss of one Limb or Loss of one Eye	100%
b. Loss of Speech	100%
c. Loss of Hearing	
i. in both ears	100%
ii. in one ear	30%
4. Permanent Total Disablement	100%
5. Temporary Total Disablement	100%
6. Temporary Partial Disablement	100%

<b>Continental Scale</b>	<b>Percentage of the Sum Insured</b>
1. Death	100%
2. Loss of two or more Limbs or Loss of both Eyes or one of each	100%
3.	
a. Loss of one Limb or Loss of one Eye	100%
b. Loss of Speech	100%
c. Loss of Hearing	
i. in both ears	100%
ii. in one ear	30%
d. Permanent and total loss of intellectual capacity	100%

Loss by permanent physical severance or permanent and total loss of use of:

e. One joint of thumb of either hand	15%
f. More than one joint of thumb of either hand	30%
g. One joint of forefinger	10%
h. More than one joint of forefinger	20%
i. One joint of any other finger	5%
j. More than one joint of any other finger	10%
k. Both joints of one big toe	15%
l. One joint of one big toe	10%
m. Both joints of any other toe	6%
n. Loss of one joint of any other toe	3%
o. Shoulder elbow or wrist	25%
p. Hip knee or ankle	25%
q. Removal of lower jaw by surgical operation	30%

The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser.

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

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

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

4. Permanent Total Disablement	100%
5. Temporary Total Disablement	100%
6. Temporary Partial Disablement	100%

### Disablement

Benefits 2 to 6.

### Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times.

### Maximum Incident Limit

The maximum amount We will pay in the aggregate under this Section and any other policy of Personal Accident Insurance policy issued by Us in Your name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident.

If a claim exceeds the Maximum Incident Limit stated in the Schedule, We will pay an amount which is proportionately reduced until the total does not exceed the said limit. For the purposes of this Policy the word "Incident" shall mean all individual losses arising out of and directly occasioned by one catastrophic event. However the duration and extent of any one Incident so defined shall be limited to only those individual losses occurring during any one period of 72 consecutive hours and within a radius of ten (10) miles.

## Special Conditions applying to this Section

### Benefits

- A. We will not pay more than 100% of the Sum Insured or the Limit per Person (whichever is the lesser) in respect of any one Insured Person in connection with the same Accident.
- B. Any Disablement under Benefits 2 to 4 must be proved to Our reasonable satisfaction to be permanent and without expectation of recovery before We will pay the Benefit.
- C. We will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident. Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4.
- D.
  - i. If Benefit 1 is not included for an Insured Person We will not pay for Loss of Limb or Eye or Speech or Hearing until at least thirteen weeks after the date of the Accident and We will only then pay if the Insured Person has not in the meantime died as a result of the Accident.
  - ii. If Benefit 1 is included but the amount payable there under is less than the amount for Loss of Limb or Eye or Speech or Hearing We will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and We will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident.
- E. If the Insured Person is over the age of 70 years the maximum We will pay for Benefits 1 to 3 is 10% of the appropriate Benefit shown in the Schedule or £100,000 whichever is the lesser. No cover is provided under Benefit 4.

### Disappearance

In the event of the disappearance of an Insured Person, if after a suitable period of time it is reasonable to believe that Death has occurred as a result of Bodily Injury following an Accident, Benefit 1 shall become payable subject to a signed undertaking by You that if the belief is subsequently found to be wrong such amount shall be refunded to Us.

### Exposure

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

### Minors

If the Insured Person is under the age of 16 and not an Employee of You

- A. The amount for Benefit 1 will be limited to £20,000
- B. Benefit 4 shall be defined as disablement which entirely prevents an Insured Person from attending to gainful employment of any and every kind and which lasts twelve (12) months and at the end of that period is beyond hope of improvement.
- C. No amount will be payable under Benefit 5 or 6.

### Non-Employees

If the Insured Person is not a Director or Employee of the Insured Benefit 4 shall be defined as disablement from any gainful employment for which the Insured Person is suited by way of training education or experience. and which lasts twelve (12) months and at the end of that period is beyond hope of improvement.

## Special Extensions applying to this Section

The following Special Extensions shall be payable in addition to any Benefit paid under the Personal Accident Section Benefits 1 – 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as defined in the Schedule.

### Accident Medical Expenses

If during the Operative Time the Insured Person sustains an Accident causing Bodily Injury which within two years is the sole and independent cause of the incurring of Medical Expenses, We will pay up to 25% of any amount paid under Benefits 1 to 6 above subject to a maximum of £25,000 any one Insured Person for such Medical Expenses.

### Bereavement Counselling

If during the Operative Time the Insured Person sustains an Accident causing Bodily Injury which within two years is the sole and independent cause of Death for which Benefit 1 is paid, We will pay necessary expenses with Our prior written consent and as deemed appropriate by Us for

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

to the Insured Person's Spouse or Child up to £250 per week, up to a maximum £5,000 any one Insured Person.

### Catastrophe

If during the Period of Insurance any single Incident results in payment of Benefit 1 Death for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy We will pay to the Insured an additional 25% of the total Sum Insured payable relative to those five or more Directors or Employees subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

### Catastrophe Critical Response Counselling

If during the Period of Insurance any single Incident results in payment of Benefit 1 Death for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy We will pay necessary expenses with Our prior written consent for specialist counselling support services for any Director or Employee of the Insured up to a maximum £5,000.

## Coma Benefit

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within 90 days is the sole and independent cause of the Insured Person being in a continuous, unconscious state We will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they remain in a continuous, unconscious state.

## Commuting Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of the Insured Person sustaining disablement from at least 50% of the Insured Person's usual occupation in the Business, We will pay necessary expenses for additional commuting costs necessitated to aid the Insured Person's return to work at the Insured's request up to £250 per week, up to a maximum £5,000 any one Insured Person.

## Corporate Hospitality

If during or whilst travelling directly to or from a Corporate Event any Guest of the Insured sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Death or Disablement, We will pay up to £25,000 for Benefits 1 to 4 per Guest, subject to a maximum any one Period of Insurance of £250,000.

## Counselling

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Disablement for which Benefit 2, 3, 4, 5 or 6 is paid, We will pay necessary expenses as deemed appropriate by Us and with Our prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

to the Insured Person up to £250 per week, up to a maximum £5,000 any one Insured Person.

## Damage to Clothing and Baggage

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Disablement for which Benefit 2, 3, 4, 5 or 6 is paid and the Insured Person's clothing or Baggage is lost, damaged or destroyed as a direct or indirect result, We will pay the cost of replacement as new or repair up to £1,000 per Insured Person, subject to this not being included in any claim under Section 7 Baggage Insurance.

## Dental and Optical Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of the incurring of dental or optical expenses, We will pay up to 25% of any amount paid under Benefits 2, 3, 4, 5 or 6, subject to a maximum of £2,500 any one Insured Person.

## Dependents Benefit

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Death for which Benefit 1 is paid, We will pay an additional 5% per Child, up to a maximum 25% of Benefit 1, subject to a minimum £5,000.

## Disability Assistance

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is claimed, We will pay necessary expenses incurred with Our prior written consent to make alterations to the Insured Person's home, car or usual place of work as a direct and necessary result of the Disablement suffered, up to a maximum of £25,000.

## Domestic Assistance

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is claimed, We will pay necessary expenses incurred to employ the services of a chauffeur, domestic help or other similar service provider necessitated as a direct result of the Insured Person's disablement, up to £100 per week, to a maximum £10,000 any one Insured Person.

## Executor Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Death, We will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged, up to a maximum of £2,000 any one Insured Person.

## Facial Disfigurement

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears, We will pay the following benefit

- |                                 |        |
|---------------------------------|--------|
| A. 1 to 5 centimetres in length | £1,250 |
| B. Over 5 centimetres in length | £2,500 |

per Insured Person subject to a maximum of £5,000.

## Funeral Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Death, We will pay the necessary costs incurred with Our prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person, subject to this not being included in any claim under Section 4 Medical and Emergency Travel Expenses Insurance.

## Hospitalisation

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner, We will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they are a Hospital in-patient. If the Insured Person is a Hospital in-patient for a period of at least 7 consecutive days, We will pay the Insured a one off payment of £500.

## Hospital Visiting Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner, We will pay the necessary costs incurred by the Insured Person's Spouse and Child in respect of travel and accommodation expenses in visiting the Insured Person in Hospital up to £100 per full 24 hours, up to a maximum payment of £5,000 for the period spent as a Hospital in-patient, subject to these not being included in any claim under Section 4 Medical Repatriation and Emergency Travel Expenses Insurance.

## Paralysis

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of the Insured Person suffering paralysis, We will pay the following benefit

- |  |                    |
|--|--------------------|
| A. total loss of use of all four limbs, bladder and rectum | 120% of Benefit 3  |
| B. total loss of use of two legs, bladder and rectum       | 120% of Benefit 3. |

## Relocation Expenses

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid, We will pay necessary expenses incurred for stamp duty payments, solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered, up to a maximum of £25,000 any one Insured Person, subject to there not being any claim paid under the Disability Assistance Extension.

## Retraining

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury 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 Benefit 4 is paid, We will pay reasonable expenses incurred with Our prior written consent in retraining the Insured Person for an alternative occupation with the Insured, up to a maximum of £25,000, provided that the Insured Person is under 70 years at the time of making the claim or has not advised the Insured that they are retiring.

## Visitor Extension

If any Visitor to premises owned, leased or operated (including temporarily occupied) by You sustains an Accident resulting in Bodily Injury which within two years is the sole and independent cause of Death or Disablement, We will pay up to £25,000 in respect of Benefits 1 to 4 per Visitor, subject to a maximum any one Period of Insurance of £250,000.

## Exclusions to this Section

We will not pay any Benefit where an Accident resulting in Bodily Injury is the result of or is contributed to by

1. the Insured Person committing or attempting to commit suicide or as a result of self-inflicted injury
2. the Insured Person engaging in flying of any kind other than as a passenger
3.
  - a. illness or disease (not resulting from Bodily Injury following an Accident)
  - b. any naturally occurring condition or degenerative process
  - c. any gradually operating process
  - d. post traumatic stress disorder or any psychological or psychiatric condition (not resulting from Bodily Injury following an Accident) unless such condition is formally diagnosed by a specialist Medical Practitioner qualified in the diagnosis of such a condition
4. radioactive contamination (not resulting from an Accident resulting in Bodily Injury) whether arising directly or indirectly
5. War or Terrorism occasioned by any Nuclear Chemical or Biological Cause other than as provided under Section 2 - Personal Accident Insurance Nuclear Chemical or Biological Cause Extension, if operative.

## Section 2 - Personal Accident Insurance

### Nuclear Chemical or Biological Terrorism Extension

The cover provided under this Section is an extension to Section 1 of this Policy. It is only applicable if shown as operative in Your Schedule and where the Personal Accident Section of the Policy provides cover for an Operative Time of either

- 24 Hour or
- Occupational Accident Only or
- Occupational Accidents and Commuting

for any Category of Insured Persons.

#### The Cover

If whilst on Your Premises an Insured Person sustains an Accident resulting in Bodily Injury or contracts illness occasioned by any Nuclear Chemical or Biological Cause as a direct or indirect result of Terrorism which within 26 weeks is the sole and independent cause of Death or Disablement, We will pay to the Insured the appropriate Benefit shown in the Personal Accident Schedule, subject to the Maximum Incident Limit (and any inner limits applicable) shown in the Schedule.

#### Special Definitions applying to this Section

For the purposes of this Section the following Special Definition shall apply and not as shown in General Definitions:

##### Incident

All individual losses arising out of and directly occasioned by one sudden, unexpected, specific event occurring at an identifiable time within 50 metres of the Insured's Premises.

For the purposes of this Section the following Special Definition shall apply and not as shown in the Special Definitions applying to Section 1 Personal Accident Insurance:

##### Disablement

Benefits 2 to 4

The following additional Special Definition applies to this Section:

##### Premises

Interior portion of a building with a singular identifiable address in the Great Britain owned or leased by the Insured in the conduct of their Business

#### Special Conditions applying to this Section

The Special Conditions applying to Section 1 Personal Accident Insurance also apply to this Section.

#### Special Claims Settlement Condition applying to this Section

For the purposes of this Section the following Special Claims Settlement Condition shall apply and not a shown in General Claims Settlement Conditions.

##### Claims Notification

The Insured must provide written notification to Us within 35 days of the occurring of any Accident, Incident, event or circumstance which may give rise to a claim which is covered under this Section.

#### Special Extensions to this Section

The following special extensions shall apply in addition to any benefit paid under Section 2- Personal Accident Insurance Nuclear Chemical or Biological Cause Extension Benefits 1 – 4 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

Section 2 - Personal Accident Insurance  
Nuclear Chemical or Biological Terrorism Extension

#### **Bereavement Counselling**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within 26 weeks is the sole and independent cause of Death for which Benefit 1 is paid, We will pay necessary expenses as deemed appropriate by Us and with Our prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

to the Insured Person's Spouse or Child up to £250 per week, up to a maximum £5,000 any one Insured Person

#### **Catastrophe Critical Response Counselling**

If during the Period of Insurance any single Incident results in payment of Benefit 1 Death for five or more Directors or Employees of the Insured who are covered under the Personal Accident Insurance – Nuclear Chemical or Biological Cause Section, We will pay necessary expenses with Our prior written consent for specialist counselling support services for any Director or Employee of the Insured, up to a maximum £5,000 any one Insured Person.

#### **Counselling**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid, We will pay necessary expenses as deemed appropriate by Us and with Our prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

to the Insured Person up to £250 per week, up to a maximum £5,000 any one Insured Person.

#### **Disability Assistance**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is claimed, We will pay necessary expenses incurred with Our prior written consent to make alterations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered, up to a maximum of £25,000.

#### **Executor Expenses**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within 26 weeks is the sole and independent cause of Death, We will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person.

#### **Funeral Expenses**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury which within 26 weeks is the sole and independent cause of Death, We will pay the necessary costs incurred with Our prior written consent for funeral expenses, up to a maximum of £10,000 any one Insured Person.

#### **Relocation Expenses**

If during the Operative Time an Insured Person sustains an Accident resulting in Bodily Injury or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid, We will pay necessary expenses incurred with Our prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered, up to a maximum of £25,000 any one Insured Person, subject to there not being any claim paid under the Disability Assistance Extension.

### **Exclusions to this Section**

We will not pay any Benefit where Bodily Injury following an Accident or illness is the result of or contributed to by

1. deliberate emission, discharge, release or escape from an aircraft of
  - a. any nuclear weapon or device or
  - b. any solid, liquid or gaseous chemical agent and/or Biological Agentas a direct or indirect result of Terrorism as defined.
2. the Insured Person taking an active part in the creation, transportation, use or release of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical and/or Biological Agent.
3. Bodily Injury that has not been diagnosed by a qualified Medical Practitioner within 28 days of the Insured Person's exposure to any Accident, Incident, event or circumstance.
4. the Insured Person committing or attempting to commit suicide or as a result of self-inflicted injury.

## Section 3 - Sickness Insurance

**Note: This Section is only operative if shown as Selected in the Schedule. Section 1 must also be shown as Selected with Operative Time shown as 24 hour.**

### The Cover

If during the Operative Time the Insured Person suffers Sickness which within two years is the sole and independent cause of Disablement or which within one year is the sole and independent cause of Disability, We will pay You the appropriate Benefit shown in the Schedule, subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

### Special Definitions applying to this Section

#### Benefit

1. Loss of one or both Eyes.
2. Permanent Total Disablement by Paralysis
3. Temporary Total Disablement.

#### Chronic Condition

Any Sickness that has one or more of the following characteristics

- a. the Insured Person requires ongoing or long-term monitoring through medical consultations, examinations, check-ups and/or tests in relation to the Sickness
- b. the Insured Person requires ongoing or long-term medical control for relief of the symptoms of the Sickness
- c. the Insured Person requires ongoing or long-term rehabilitation or training in order to properly cope with the Sickness or
- d. on the basis of recognised medical advice or studies accepted by a Medical Practitioner
  - i. the Sickness will continue indefinitely or
  - ii. the Sickness has no known cure or
  - iii. the Sickness is recurring or is likely to reoccur on an ongoing or long-term basis.

#### Disablement

Benefits 1 and 2.

#### Disability

Benefit 3.

#### Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Time.

#### Paralysis

The total and permanent loss of use of an entire arm and leg or two entire arms or two entire legs.

#### Maximum Incident Limit

The maximum amount We will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance policy issued by Us 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. If a claim exceeds the Maximum Incident Limit stated in the Schedule, We will pay an amount which is proportionately reduced until the total does not exceed the said limit.

For the purposes of this Section the word "Incident" shall mean all individual losses arising out of and directly occasioned by one catastrophic event. However the duration and extent of any one Incident so defined shall be limited to only those individual losses occurring during any one period of 72 consecutive hours and within a radius of ten (10) miles.

## Special Conditions applying to this Section

### Benefits

- A. We will not pay in respect of any one Insured Person more than one of the Benefits 1 or 2 in connection with the same Sickness
- B. We will not pay benefit in respect of an Insured Person who had ceased to be an Employee prior to the Sickness giving rise to the claim
- C. Loss of Eye or Permanent Total Disablement by Paralysis must be proved to Our reasonable satisfaction to be permanent and without expectation of recovery before We will pay Benefits 1 or 2 and any claim for Benefit 3 must have been settled in full before We will pay for Benefit 1 or 2
- D. If following a period of Sickness that results in Disability for which We pay Benefit 3 the Insured Person suffers a relapse of the same or related Sickness within 60 days of the ending of the first period of Sickness We will regard the period of the relapse as a continuation of the first period of Sickness and will not apply the deferment period again but will aggregate the two periods to determine the benefit period
- E. We will not pay benefit in respect Benefit 1 or 2 if the Sickness causes the death of the Insured Person within twenty four calendar months following the date on which the Sickness first declared itself.

## Exclusions to this Section

### We will not pay any claim

1. in respect of any Sickness which is first diagnosed by a Medical Practitioner within 28 calendar days of the commencement of this Section, unless this Section supersedes any materially similar insurance cover provided under any insurance policy in place immediately prior to this Section commencement date (whether such prior cover was provided by Us or not) and where such prior insurance policy is in the name of the Insured and provides cover to the Insured Person.
2. after the expiry of the Period of Insurance in which the Insured Person attains the age of 65
3. in respect of any Chronic Condition which is first diagnosed by a Medical Practitioner prior to the earlier of
  - a. the inception of this Policy and
  - b. the date on which the Insured Person commenced being insured under this Policy or
  - c. where such Chronic Condition has already been the subject of a claim that has already been paid under this Policy or any other insurance policy issued by Us whether in respect of the Period of Insurance or any same or prior period.
4. in respect of any Sickness arising from or in relation to
  - a. the Insured Person attempting to commit suicide
  - b. any self-inflicted injury to the Insured Person
  - c. any psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by the Insured Person
  - d. the Insured Person having taken any over the counter or prescription or illicit drug or substance unless such drug or illicit substance
    - i. was being taken on the instruction of a Medical Practitioner and
    - ii. was not being taken for the treatment or management of any drug addiction
  - e. any pregnancy or act of childbirth or the performance of an abortion in relation to the Insured Person unless they have arisen as a direct result and consequence of any pregnancy-related sickness or complication requiring emergency treatment.
  - f. War
  - g. Terrorism occasioned by any Nuclear Chemical or Biological Cause or
  - h. any radioactive contamination.
5. in respect of any Sickness for any amount that is otherwise payable under the Personal Accident Insurance Section cover provided under this Policy.
6. in any way caused by or resulting from:
  - a. Coronavirus disease (COVID-19);
  - b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c. any mutation or variation of SARS-CoV-2;
  - d. any fear or threat of a), b) or c) above.

## **Travel**

**Travel Assistance Services**

**Travel Insurance - Sections 4 – 16**

**Travel Legal and Other Helplines**

## Travel - Assistance Services

The Travel Section of this policy is supported by CEGA Medical and Security Assistance Services.

CEGA is a third party service provider approved by Arch Insurance (UK) Ltd

Advice and assistance provided by CEGA can be accessed as follows:

Telephone: +44 (0) 1243 219 645

E-mail: [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com)

The service 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 Policy, both insured and uninsured, is as follows.

### Travel and Medical Assistance from CEGA

CEGA 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 CEGA provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, CEGA's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

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

### CEGA Pre Travel Advice

Even before Your Journey commences CEGA can help with the advice on:

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

For no additional cost CEGA can also provide basic information on remote or undeveloped locations including

- details of the nearest regional referral centre
- details of the medical facilities in the nearest city
- generic advice on where it is most likely that a seriously ill or injured Insured Person would be evacuated to (except where an agent fee is incurred and then information is available at the cost of that fee)
- details of nearest air ambulance provider.

Where more complex location specific information is required, this can be provided at a cost and terms to be agreed between You and CEGA.

### CEGA Medical Assistance

You or an Insured Person can obtain immediate assistance by telephoning CEGA. 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

## CEGA Travellers Helpline

As well as medical assistance, the CEGA Travellers Helpline can 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
- emergency message relay to family.

## Travel and Security Assistance from CEGA

CEGA offer a range of services to meet the spectrum of travel and personal security challenges providing advice and solutions that assist You to manage and mitigate Your business risks. These can help You to ensure every Insured Person is well prepared, has 24/7 access to security advice when travelling and provide an emergency response capability in the event of a crisis.

## CEGA Travel Security Advice

Even before the Insured Journey commences CEGA 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 CEGA provide the following

- 24/7 hotline to respond to security related emergencies or request further information on a serious security incident within your vicinity.

To access these services, call the hotline 01243 219 645 for both medical and security related assistance. For pre-travel advice, email your travel details and request to [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com) for access to bespoke intelligence products.

## CEGA Emergency Security Assistance

In support of the following Sections of this Policy

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

Assistance and support is given to You through

- Access to expert crisis management and response consultants
- Access to 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
- Access to hijack, kidnap and detention teams
- A variety of in-house specialist security service resources.

You can also access a range of uninsured services that can be provided at a cost and terms to be agreed between You and CEGA including

- Crisis and Incident Response planning workshops and exercises
- Preparation of travellers undertaking travel to high risk areas
- Close protection, planning and operational delivery
- 24/7 tracking and monitoring services including an overwatch capability for enhanced monitoring and check in monitoring
- Itinerary and travel tracking
- E-learning, face to face and webinar based security awareness training courses.

## Section 4 - Medical Expenses, Repatriation and Emergency Travel Expenses Insurance

### The Cover

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

#### What We will pay

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

### Special Definitions applying to this Section

#### Medical Expenses

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

- A. incurred on an External Journey and within two years of the date that the need for treatment first arises
- B. incurred within the Insured Person's normal Country of Residence on return from an External Journey for an amount not exceeding
  - a. £25,000 in respect of in-patient charges
  - b. £25,000 in respect of out-patient chargesper Insured Person and incurred within four months of the Insured Person's return to their normal Country of Residence.

Dental and optical expenses are included only if necessitated by Bodily Injury following an Accident or incurred for emergency treatment.

Pregnancy or childbirth expenses are included but only if necessitated by

- A. Bodily Injury following an Accident or
- B. incurred for pregnancy related illness or complications requiring emergency treatment.

#### Emergency Travel Expenses

The additional costs of travel and accommodation and Repatriation necessarily and reasonably incurred during an Insured Journey upon the recommendation of CEGA 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

The necessary cost of transporting the body or ashes and an 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 an Insured Person dies, We will pay up to a maximum of £10,000 for the necessary cost incurred with Our prior consent of funeral expenses.

#### Hospitalisation

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

### **Repatriation of household goods**

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

### **Search and Rescue Costs**

If during the course of an External Journey an 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.

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

### **Exclusions to this Section**

We will not pay

1. for any Medical Expenses incurred in the Insured Person's normal Country of Residence other than as provided under Special Definition Medical Expenses B above.
2. any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment.
3. any claim as a result of the Insured Person engaging in flying of any kind other than as a passenger.
4. any claim for War or Terrorism occasioned by any Nuclear Chemical or Biological Cause.
5. any claim handled by CEGA 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 Insured.

## Section 5 - Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance

### The Cover

If You 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 of Your or the Insured Person's control, We will indemnify You 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.

### What We will pay

We 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

We will not pay in respect of any claim as a result of

1. disinclination to travel.
2. redundancy of the Insured Person or any of the Insured's Directors or Employees.
3. the Insured's financial circumstances.
4. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation.
5. regulations made by any Government or public authority.
6. 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.
7. 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.
8. 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.
9. 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.
10. circumstances more specifically insured under Section 6 Evacuation Insurance of this Policy.
11. The Foreign, Commonwealth and Development Office advising against all or all but essential travel (or similar advice for Insured Persons not resident in the United Kingdom) to the Insured Person's intended destination and the advice was in force at the time the Insured Journey was booked

## Section 6 - Evacuation Insurance

### 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, We will reimburse the Insured on behalf of the Insured Person for all Evacuation Expenses reasonably and necessarily incurred.

### What We will pay

We 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.

### Exclusions to this Section

We 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 Our security service provider CEGA.
9. circumstances more specifically insured under the Section 5 Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance of this Policy.
10. any claim handled by CEGA 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 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 this Section, We will also pay necessary expenses incurred with Our prior written consent for trauma risk management counselling to be delivered by Our security services provider CEGA up to £5,000 any one Incident.

### Special Claims Settlement Conditions applicable to this Section

1. Our security services provider CEGA must be informed immediately of any Incident, event or circumstance likely to give rise to a claim.

## Section 7 - Baggage Insurance

### The Cover

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

#### What We will pay

We 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 the 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.

#### Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours, We will reimburse the Insured on behalf of the Insured Person up to £2,000 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 Section 7 Baggage Insurance Section for the same loss.

#### Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home or car keys are lost, damaged, stolen or destroyed, We will pay the Insured on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500.

### Exclusions to this Section

We will not pay

1. more than £3,000 in respect of any one item, pair or set
2. for loss or damage theft or destruction of
  - a. Money and Credit Cards, bonds, negotiable instruments, securities of any kind
  - b. Business Equipment
3. 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.

## Section 8 - Business Equipment Insurance

### The Cover

If during an Insured Journey Business Equipment is lost, damaged, stolen or destroyed, We will indemnify the Insured for the cost of repair or replacement or cost of hiring replacement equipment less Value Added Tax recoverable by the Insured.

#### What We will pay

We will pay the Insured the cost of replacement as new (or at Our option will replace as new) except for items that can be economically repaired where the cost of repair will be paid, up to £3,000 in respect of any one Insured Person, less any amount recoverable from the transport provider.

We will pay the reasonable cost of hiring replacement equipment up to £50 a day and a maximum of £500.

#### 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

We will not pay

1. more than £1,500 in respect of any one item, pair or set
2. for loss or damage theft or destruction of item(s)
  - 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
3. for loss, damage, theft or destruction of
  - a. Money and Credit Cards, bonds, negotiable instruments, securities of any kind
  - b. contact lenses
  - c. sports equipment while in use
  - d. vehicles or their accessories
4. 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
5. for loss, corruption, destruction or damage to software, information or data contained in any computer tapes or recording equipment
6. for mechanical or electrical breakdown or derangement
7. for any Business Equipment that is lost, damaged, stolen or destroyed while being shipped as freight or under a bill of lading.

## Section 9 - Money and Credit Cards Insurance

### The Cover

We will reimburse the Insured on behalf of the Insured Person concerned if during

1. an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money.
2. 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.

We will pay up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person.

### 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

We 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 condition under which the card was issued where reasonably able to do so.

### Claims Settlement Condition applying to this Section

The Insured and each Insured Person will take all reasonable care to prevent loss and in the event of a loss all losses will be reported to the police or similar authority within 48 hours of discover of the loss.

## Section 10 - Travel Document Insurance

### The Cover

If during an Insured Journey or the 120 hours immediately preceding its commencement the Insured Person loses or damages their passport, visa, travel tickets, driving licence or other essential travel documents, We will reimburse the Insured for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the Insured Person to obtain replacement documents.

We will pay up to £2,000 any one Insured Person.

### Exclusions to this Section

We will not pay if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery of the loss.

## Section 11 - Travel Delay Insurance

### The Cover

If the departure (both original and subsequent) of the means of transport on which the Insured Person is booked to travel on an Insured Journey is delayed as a direct and necessary result of any cause outside of the Insured or the Insured Person's control, We will compensate the Insured for the inconvenience caused subject to the Incident Limit as detailed in the Schedule.

We will pay

- A. £200 after the first 4 consecutive hours
- B. an additional £50 for each subsequent hour delayed

up to a maximum of £750 in respect of any one Insured Person.

### Exclusions to this Section

We will not pay if

1. the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked.
2. the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country.
3. the Insured Person has received any compensation from the airline concerned in respect of over booking of seats.

## Section 12 - Hijack Kidnap Ransom and Detention Insurance

### The Cover

If during an Insured Journey an Insured Person is Illegally Detained, We will compensate the Insured on behalf of the Insured Person concerned as detailed below.

We will pay in respect of each Insured Person

- A. £300 for each day or part thereof while they are Illegally Detained
- B. the additional cost of travel and accommodation necessarily incurred
- C. for expenses necessarily incurred in the engagement of Our security services provider CEGA
- D. for expenses necessarily incurred in the engagement of public relations, legal and medical advisers with Our knowledge and agreement
- E. for Ransom Monies to satisfy a Ransom Demand incurred with Our prior consent and agreement

as a direct result of the Illegal Detention of an Insured Person up to a maximum limit £100,000 per Insured Person and an aggregate limit of £250,000 for all Insured Persons in any one Period of Insurance.

### Special Definitions applying to this Section

#### Illegal Detention / Illegally Detained

The illegal

- hijack
- kidnap, or
- detention

of an Insured Person by a third party.

#### Prohibition

Any prohibition or restriction imposed by law or regulation

#### Ransom Demand

The threat to kill injure or to continue to detain an Insured Person.

#### Ransom Monies

Cash or cash equivalents paid to a third party to satisfy a Ransom Demand.

### Special Conditions applying to this Section

#### Counter Terrorism and Security

We shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Section if and to the extent that doing so would breach any Prohibition.

### Exclusions to this Section

We will not pay in respect of any claim as a result of

1. any fraudulent, dishonest or criminal act of the Insured or the Insured Person or any person authorised to act on behalf of the Insured or Insured Person in relation to the Illegal Detention including any person authorised by the Insured to have custody of Ransom Monies.
2. expenses incurred under C above unless incurred through Our security services provider CEGA.
3. expenses incurred under D and E above without Our prior consent and agreement.
4. any claim 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.
5. expenses incurred under D above which are more specifically insured under Section 4 Medical Repatriation and Emergency Travel Expenses Insurance.
6. Ransom Monies where the Insured has had any hijack kidnap and ransom insurance cancelled or declined in the past

7. any claim for Ransom Monies where the Illegal Detention occurs in:
  - a. the Insured Person's usual Country of Residence
  - b. Afghanistan, Algeria, Brazil, Burkina Faso, Central African Republic, Colombia, El Salvador, Guatemala, Haiti, Honduras, Iraq, Kenya, Libya, Mali, Mexico, Niger, Nigeria, Pakistan, Philippines, Somalia, Sudan, Syria, Venezuela or Yemen.
8. any amount of money that the Insured or an Insured Person becomes legally liable to pay as the result of any legal action for damages arising out of or in any way connected with an Illegal Detention including legal costs incurred by the Insured Person in defence of such action.

## Section 13 - Rental Vehicle Excess Insurance

### The Cover

If during an Insured Journey an Insured Person sustains loss by theft collision or damages a Rental Vehicle, We will indemnify the Insured for any excess or deductible amounts stated in the Rental Vehicle Agreement that an Insured Person is legally liable to pay.

We will pay for such losses up to a maximum of £1,000 any one claim and up to a maximum of £25,000 for all losses and in respect of all Insured Persons during any one Period of Insurance.

### Special Definitions applying to this Section

#### Rental Vehicle

Any vehicle rented by an Insured Person under a Rental Vehicle Agreement outside of their normal Country of Residence under a licensed Rental Vehicle Agreement for a period of less than 60 consecutive days.

#### Rental Vehicle Agreement

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

### Special Condition applicable to this Section

A claim shall not be payable unless the Insured Person has inspected the Rental Vehicle and noted any existing damage with the Rental Vehicle company before assuming responsibility for the vehicle.

### Exclusions to this Section

We will not pay in respect of any claim as a result of

1. the Insured Person failing to comply with all requirements of the rental company under the Rental Vehicle Agreement and of the insurers under the insurance policy applicable to the Rental Vehicle
2. the Insured Person omitting to take out insurance covering loss or damage to the Rental Vehicle as part of the Rental Vehicle Agreement
3. any loss or damage caused to the tyres of the Rental Vehicle
4. any loss of or damage to a Rental Vehicle caused deliberately by the Insured Person
5. any loss of or damage to a Rental Vehicle arising out of failure to maintain the Rental Vehicle according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage that existed at the commencement of the period of rental
6. any loss or damage to third party property or injury to any person or animal
7. the Rental Vehicle not having been rented from a licenced Rental Vehicle company
8. any loss of or damage to a Rental Vehicle which cannot be proven to have occurred during the period that the Insured Person held the Rental Vehicle Agreement

## Section 14 - Personal Liability Insurance

### The Cover

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

1. Injury to any person
- or
2. loss of or damage to material property

happening during an Insured Journey.

We 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 Insurer.

### 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 Our written agreement.

#### Final Settlement

We may at any time and at Our option pay the Insured or an 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). We will then be under no further liability in respect thereof, other than for costs and expenses incurred prior to Us making such a payment.

#### Notification

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

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

Every letter, claim form, writ, summons and process must be forwarded to Us immediately upon receipt by the Insured.

The Insured shall notify Us 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

We 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 Our 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.

## Section 15 - Personal Security Specialist Expenses Insurance

### The Cover

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation, We will reimburse the Insured in respect of the costs necessarily incurred to employ the services of Our security services provider CEGA in extricating the Insured Person from such Life-threatening Situation.

We 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 Definitions applying to this Section

#### Life-threatening Situation

Any situation or event occurring on an Insured Journey where Our security services provider CEGA agree that the Insured Person's life is potentially in danger.

### Special Conditions applying to this Section

- A. CEGA 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 CEGA with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and / or agreement of CEGA.
- C. Any extrication must be organised by CEGA 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

We 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 Section 12 Hijack Kidnap and Detention Insurance or Section 6 Evacuation Insurance of this Policy.
4. a claim handled by CEGA 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 Insured.

## Section 16 – Travel Legal Expenses Insurance

For this Section, DAS Legal Expenses Insurance Company Limited (DAS) is the Underwriter and provides the legal protection insurance and certain additional services under Your Policy

### The Cover

DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

- i. Reasonable prospects exist for the duration of the claim
- ii. the Date of occurrence of the insured incident is during the Period of Insurance
- iii. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Countries covered and
- iv. the insured incident happens within the Countries covered.

### What DAS will pay

DAS will pay an Appointed representative, on Your behalf, Costs and expenses incurred following an insured incident, provided that:

- a. the most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- b. the most DAS will pay in Costs and expenses is no more than the amount DAS would have paid to a Preferred law firm. The amount DAS will pay a law firm (where acting as an Appointed representative) is currently £100 per hour. This amount may vary from time to time
- c. in respect of an appeal or the defence of an appeal, the Insured person must tell DAS within the time limits allowed that the Insured person wants to appeal. Before DAS pay the Costs and expenses for appeals, DAS must agree that Reasonable prospects exist
- d. for an enforcement of judgment to recover money and interest due to the Insured person after a successful claim under this section, DAS must agree that Reasonable prospects exist
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in Costs and expenses is the value of the likely award.

### What DAS will not pay

In the event of a claim, if the Insured person decides not to use the services of a Preferred law firm, the Insured person will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by DAS.

### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section. A defined word or phrase will start with a capital letter each time it appears in the Section, except for headings and titles

#### Appointed representative

The Preferred law firm, law firm or other suitably qualified person DAS will appoint to act on behalf of the Insured person.

#### Costs and expenses

- a. All reasonable and necessary costs chargeable by the Appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.
- b. The costs incurred by opponents in civil cases if the Insured person has been ordered to pay them, or the Insured person pays them with DAS' agreement.

#### Countries covered

Worldwide

## DAS

DAS Legal Expenses Insurance Company Limited.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount DAS will pay to an Appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

### Date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured person first became aware of it.)

### Insured person

Any person named on the policy schedule who is eligible to be insured and for whom premium has been paid.

### Preferred law firm

A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the Insured person's claim and must comply with DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable prospects

For civil cases, the prospects that the Insured person will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. A preferred law firm on DAS' behalf will assess whether there are Reasonable prospects

## What is covered

Costs and expenses to pursue an Insured Person's legal rights following a specific or sudden accident that causes death or bodily injury to the Insured person.

## What is not covered

DAS will not pay for the following:

1. Any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an Insured person.
3. Defending an Insured person's legal rights, but DAS will cover defending a counter-claim.
4. Any claim relating to clinical negligence.

## Exclusions applying to Section 16 (also see General Policy Exclusions)

DAS will not pay for the following:

1. A claim where an Insured person has failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affect the Reasonable prospects of a claim or DAS consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. Costs and expenses incurred before DAS' written acceptance of a claim.
4. Defending an Insured person's legal rights, but DAS will cover defending a counter-claim.
5. Fines, penalties, compensation or damages that a court or other authority orders an Insured person to pay.
6. Any legal action an Insured person takes that DAS or the Appointed representative have not agreed to, or where an Insured person does anything that hinders DAS or the Appointed representative.

7. A dispute with DAS not otherwise dealt with under section condition 7 of this Section.
8. Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. A claim caused by, contributed to by or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
  - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
  - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Any Costs and expenses that are incurred where the Appointed representative handles the claim under a contingency fee arrangement.

### Conditions applying to this Section

1.
  - a. On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred law firm as the Insured person's Appointed representative to deal with the Insured person's claim. They will try to settle an Insured person's claim by negotiation without having to go to court.
  - b. If the appointed Preferred law firm cannot negotiate settlement of the Insured person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured person may choose a law firm to act as the Appointed representative.
  - c. If the Insured person chooses a law firm as their Appointed representative who is not a Preferred law firm, DAS will give the Insured person's choice of law firm the opportunity to act on the same terms as a Preferred law firm. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount DAS will pay a law firm (where acting as the Appointed representative) is currently £100 per hour. This amount may vary from time to time.
  - d. The Appointed representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
2.
  - a. An Insured person must co-operate fully with DAS and the Appointed representative.
  - b. An Insured person must give the Appointed representative any instructions that DAS ask an Insured person to.
3.
  - a. An Insured person must tell DAS if anyone offers to settle a claim. An Insured person must not negotiate or agree to a settlement without DAS' written consent.
  - b. If an Insured person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further Costs and expenses.
  - c. DAS may decide to pay an Insured person the reasonable value of the Insured person's claim, instead of starting or continuing legal action. In these circumstances an Insured person must allow DAS to take over and pursue or settle any claim on behalf of an Insured person. An Insured person must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an Insured person must give DAS all the information and help DAS need to do so.

4.
  - a. An Insured person must instruct the Appointed representative to have Costs and expenses taxed, assessed or audited if DAS ask for this.
  - b. An Insured person must take every step to recover Costs and expenses and court attendance expenses that DAS have to pay and must pay DAS any amounts that are recovered.
5. If the Appointed representative refuses to continue acting for an Insured person with good reason, or if an Insured person dismisses the Appointed representative without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another Appointed representative.
6. If an Insured person settles or withdraws a claim without DAS' agreement, or does not give suitable instructions to the Appointed representative, DAS can withdraw cover and will be entitled to reclaim from an Insured person any Costs and expenses DAS has paid.
7. If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www. financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between an Insured person and DAS on the merits of the claim or proceedings, or on a legal principle, DAS may suggest the Insured person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by DAS and the cost expressly agreed in writing between the Insured person and DAS. Subject to this DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence. This does not affect the Insured person's rights under Policy condition 7.
9. An Insured person must:
  - a. keep to the terms and conditions of this section
  - b. take reasonable steps to avoid and prevent claims
  - c. take reasonable steps to avoid incurring unnecessary costs
  - d. send everything DAS asks for, in writing, and
  - e. report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
10. DAS will, at DAS' discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
  - a. a claim an Insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from DAS, an Insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, DAS will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured person normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### **Eurolaw Legal Advice**

DAS will give an Insured person confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, Isle of Man, the Channel Islands, Switzerland and Norway.

An Insured person can contact DAS' UK- based call centre 24 hours a day, seven days a week. However, DAS may need to arrange to call the Insured person back depending on the Insured person's enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an Insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, DAS may record all calls.

To contact the above service, phone DAS on +44 (0) 117 934 0470. When phoning, please quote your DAS policy number TV1/6954720. DAS will not accept responsibility if the Helpline Service fails for reasons DAS cannot control.

## **DAS Fair Processing Notice (applicable to Section 16 – Travel Legal Expenses)**

To comply with data protection regulations DAS are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information. A full copy of DAS' privacy notice can be found on their website - [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of DAS' privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **How DAS collect your information**

DAS will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via DAS' partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use your policy, such as making a claim or use one of DAS' helplines;
- request an update on your claim;
- make a complaint;
- use DAS' websites;
- contact DAS or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information DAS will typically ask for include basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. DAS will also need details of your claim, which may include sensitive personal information depending on the nature of your claim. DAS will always be clear why they need this information and the purposes for which they will use it.

### **How DAS will use your information**

DAS will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where DAS use trusted third parties to provide services under your policy your information will be shared outside of the DAS Group. DAS will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how DAS use your information, including how your information is shared outside of the DAS Group please visit DAS' website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when DAS believe in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS' employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

#### **What is DAS' legal basis for processing your information?**

DAS will use your information:

- because it is necessary for the performance of DAS' contract with you or to take steps to enter into a contract with you;
- in order to comply with DAS' legal obligations;
- because it is in DAS' legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

#### **What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;
- the right to object to direct marketing being conducted based upon personal data held;
- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side,  
Temple Back, Bristol BS1 6NH or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

#### **How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF;

[www.ico.org.uk](http://www.ico.org.uk)



**Arch Insurance UK Personal Accident & Travel – PATravelUW@archinsurance.co.uk**

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