

On Call International 11 Manor Parkway Salem New Hampshire 03079 United States of America Policy No. G800295

Date: 20 December 2018

## **COVER NOTE**

In accordance with your instructions, we have effected the following insurance. Please examine this document carefully and notify us immediately if it is incorrect, or does not meet your requirements, or if the security is unacceptable.

TYPE: COMPULSORY EMERGENCY MEDICAL EXPENSES AND

REPATRIATION EVACUATION INSURANCE

POLICY HOLDER: Earthwatch Institute

114 Western Avenue Boston, MA 02134

U.S.A.

POLICY PERIOD: From: 15<sup>th</sup> December 2018

To: 14<sup>th</sup> December 2019

Both days inclusive at Local Standard Time at the address of the Insured

INSURED PERSONS: All Scientists, Participants, Fellows, Staff, Directors, Visitors and

Contractors of the Policy Holder whilst travelling or on Assignment on

behalf of the Policy Holder during the Policy Period

INTEREST: This insurance is to provide medical expenses and evacuation services

to the Insured Persons against the Insured Events whilst travelling Internationally and in the USA incurred during the Policy Period.

BENEFIT AND LIMIT OF INDEMNITY:

**Emergency Medical Expenses:** 

Evacuation and Repatriation:

Up to USD 200,000 any one claim Up to USD 250,000 per person, per

event

Security Evacuation:

Up to USD 100,000 any one claim

TERRITORIAL LIMITS: Worldwide

CONDITIONS:

As per the Inter Hannover Emergency Travel Insurance wording

(amended) as attached.

Service of Suit Clause LMA 5020

LSW 3000 Premium Payment Condition

Data Protection Short Form Information Notice (Layer 1) LMA9151

Data Protection Policy Clause For Commercial Lines Policies (No

Consent)

**CLAIMS ADVICE:** 

In the event of a Medical Emergency:

To obtain assistance please call one of the following numbers:

On Call International

24/7 Global Response Center Call Collect: +1 603-952-2060 Toll Free from US or Canada: mail@oncallinternational.com

Who to contact for Emergency Security Assistance:

Our Crisis Management Company, Tangiers International:

Email: assist@tangiersinternational.com

Phone: +356 2247 9709

Phone (US): +1 800 890 5807 Phone (UK): +44 3308 084 559

CHOICE OF LAW AND JURISDICTION:

This insurance shall be governed by and construed in accordance with the law of Massachusetts. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

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## INTER HANNOVER POLICY WORDING BLANKET

The Policy will be administered on behalf of the Insurer by the Administrator: On Call International, LLC.

BENEFITS	Covered / Not Covered	Limits Per Insured Person
Medical Evacuation and Repatriation	Covered	\$250,000
Repatriation of Remains or Burial	Covered	\$50,000
Security Evacuation	Covered	\$100,000 for evacuation \$100 per day, max 10 days, for necessary expenses
Emergency Travel Expenses (Reunion)	Covered	\$12,500 when in hospital for more than 3 days
Emergency Assistance	Included	
Medical Expenses and Hospitalisation	Covered	\$200,000
Deductible: All Cause	Covered	0
Co-Insurance	Covered	100%
Acute Onset of Pre-existing condition Clause	Covered	Up to a maximum of \$15,000 per lifetime
Mental Health	Covered	\$20,000
Emergency Pain Relieving Dental Treatment	Covered	100% of customary charges up to \$3,000 for accidental injury and \$500 for pain relief
Prescribed Medicines by a doctor or specialist	Covered	Maximum of 60 days per prescription
Outpatient Treatment by a doctor or specialist	Covered	100 % of Customary Charges
Treatment by Physiotherapists and chiropractors as prescribed by an authorized physician	Covered	100% of customary charges if in connection with covered injury/illness
Ambulance Transportation	Covered	100% of customary charges if in connection with covered injury/illness
Personal Accident - Accidental Death, Loss Of Sight, Loss Of Limb(S), Permanent Total Disablement	Covered	\$50,000
Search and Rescue	Covered	100% of customary costs up to \$10,000
Loss Of Personal Belongings – Including theft and loss or damage by fire or natural disaster	Covered	Temporary Loss \$100, Business Samples \$100, Business Equipment \$100, Electronic Business Equipment \$100, Loss of Keys \$100
Loss Of Checked in Luggage	Covered	\$500
Luggage Delay	Covered	\$200
Trip Interruption	Covered	\$2,500
Travel Delay	Covered	\$100 a day; Max 5 days
Extensions	Covered / Not Covered	Limits Per Insured Person
Continuing Medical Charges, 30 days upon return to home country	Covered	\$50,000
Bereavement Reunion	Covered	\$5,000
Return Home due to Felonious Assault	Covered	\$5,000
Emergency Travel Expenses due to Felonious Assault	Covered	\$5,000
Adventure Activities & Sports	Covered	100%

## PRE-EXISTING MEDICAL CONDITIONS

This policy provides for unseen medical events only. Pre-existing Medical Conditions are covered only up to USD 15,000 limit for acute onset of any medical condition. You are not covered for any claims that you make that related to a Pre-existing Medical Condition over this limit. These limitations apply to Medical Expense benefits only.

## The Contract of Insurance

This is Your Accident, Illness and Business Travel Insurance Policy, which with the Certificate of Insurance should be read together and forms the contract of Insurance between You and Us, International Insurance Company of Hannover SE, UK Branch but it is only valid if the Participating Organization has paid the premium.

Your premium has been based upon the information shown to us in a declaration by the Participating Organization. Please read Your Policy carefully to make sure that it meets Your requirements. If after reading Your Policy You have any questions, please contact Your insurance adviser.

In return for the Participant Organization having paid the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident injury or illness to the extent of and subject to the terms contained in or endorsed on the Policy.



Nick Parr, Managing Director, UK Branch Signed on behalf of International Insurance Company of Hannover SE

## **IMPORTANT**

This Policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the Policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your adviser. If You do not tell Us about relevant changes, Your Policy may not be valid or the Policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this Policy.

#### **Choice of Law**

This insurance shall be governed by and construed in accordance with the law of Massachusetts. Each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

#### **DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)**

#### Your personal information notice

#### Who we are

We are the International Insurance Company of Hannover SE identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

#### Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

On Call Intl 11 Manor Parkway, Salem, NH 03079 Tel: 603 328 1300

LMA9151 25 April 2018

#### DATA PROTECTION POLICY CLAUSE FOR COMMERCIAL LINES POLICIES (NO CONSENT)

#### **Personal information**

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

#### **Information notices**

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

#### Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

### LMA9154 25 April 2018

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#### International Insurance Company of Hannover SE, UK Branch

Branch Office: 10 Fenchurch Street, London EC3M 3BE

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany.

Registered in Germany, Registration No. HRB 211924

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

## **Our Commitment to You**

Each of Our customers is important to Us, and We believe You have the right to a fair, swift and courteous service at all times. We acknowledge receipt of Your complaint and We will deal with it promptly and provide a response as quickly as possible.

# **Complaints Procedure**

- 1. We will acknowledge Your complaint in writing within five working days of receipt.
- We will endeavour to send a final response to You within eight weeks of receipt of Your complaint. If We are unable to provide You with a final response within this time frame, We will write to You explaining the delay and advise You when You can expect a final response.
- 3. If more than eight weeks from the date of Your complaint have elapsed and You have not received a final response, or You are dissatisfied with the final response You have received from Us, You may choose to refer Your complaint to:

Financial Ombudsman Service (FOS) South Quay Plaza 183 Marsh Wall London F14 9SR

## **Financial Ombudsman Service**

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the complaints department of Your insurance adviser. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

If You are dissatisfied with the final response from the complaints department, You may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of the FOS will be provided at the same time as Your complaint is acknowledged.

Note that the FOS will only consider Your complaint if you have given Your insurance adviser the opportunity to resolve it and You are a private Policyholder, a business with a group turnover of less than €2 million, a charity with an annual income of less than €2 million, or a Trustee of a trust with a net asset value of less than €2 million. If, however, Your complaint is not resolved within 40 working days, the FOS will accept a direct referral.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

# **Financial Services Compensation Scheme**

For risks located within the EEA We are covered by the UK Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100 or writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

# **Useful Telephone Numbers and Websites**

Useful Telephone Numbers and Websites

On Call International Call Centre: +1 603-952-2680

Claims Administrator: claims@oncallinternational.com

Complaints: +1 855-878-9590
Financial Ombudsmen: +1 855-878-9590
Financial Services Compensation Scheme: +1 855-878-9590

## Who to contact in the event of Claim

All claims should be notified to Our Claims Administrator:

On Call Intl Claims Dept. 11 Manor Parkway, Salem, NH 03079 Tel: 603 328 1300 | Fax: 603 328-1770 claims@oncallinternational.com

#### **Claims Procedure**

If in relation to any claim under this Policy (other than for claims under the Kidnap and Ransom and Political and Natural Disaster Evacuation Sections) You must contact the Claims Administrator as soon as reasonably possible after any event or occurrence which may result in a claim and in any event no later than 90 days after the occurrence of such event.

#### You must:

- 1. At Your expense, provide them with a written notification of a claim containing as much information as possible of the loss, destruction, damage, accident, injury or illness, including the amount of the claim.
- 2. Provide them at Your own expense with all certificates, information and evidence reasonably required by them and in the form and of such nature as they may prescribe.
- 3. Immediately pass to them unanswered, all communications from third parties in relation to any event that may result in a claim under this Policy.
- 4. Not admit or repudiate liability, nor offer to settle, compromise, make payment or pay any claim under this Policy without their written agreement.

The Insured Person shall submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury or Illness where We shall pay the fee.

As soon as possible after the occurrence of any Accidental Bodily Injury or Illness the Insured Person must obtain and follow the advice of a Qualified Medical Practitioner. We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of Accidental Death of the Insured Person We shall be entitled to have a post-mortem examination at Our own expense.

If You or the Insured Person fail to follow any of these conditions You will lose your right to indemnity or payment for that claim.

## **Assistance Services**

## **Security Assistance**

In the event of a Security Emergency please contact Our Crisis Management Company:

On Call International: +1 603-952-2680

Our Crisis Management Company provides responses in respect of

- Political or Natural Disaster Evacuation Section
- Kidnap and Ransom Section
- Security Specialist Expenses Section

Assistance and support is given to You through

- In house expert crisis management and response consultants
- In house security analysts.
- A network of response teams and security professional throughout the world.
- In country assistance and deployable resources in support and response to an emergency situation.
- Dedicated Kidnap and Ransom response teams.

## **Medical Assistance**

Our Medical Assistance Service is operated by a specialist assistance provider who will advise on and where appropriate arrange all medical treatment, medical evacuation or repatriation, travel and accommodation.

In the event of a Medical Emergency overseas please contact Our Emergency Medical Assistance Service

#### On Call International Call Centre: +1 603-952-2680

Our Emergency Medical Assistance Service has experienced multi-lingual staff that will:

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees.
- Talk to doctors and hospital staff in their own language.
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by Our Emergency Medical Assistance Service We will pay all associated costs incurred on behalf of You the Insured Person for the following:

- Making arrangements for the Insured Persons to travel home and where necessary ensure they are escorted by a medical attendant.
- Ensure assistance is provided upon arrival in the Insured Person's Country of Domicile following a Medical Repatriation.
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured Insured Person.
- · Assist in locating and sending drugs if not available locally.
- Provide advice on minor ailments.

# **Policy 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. Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following Policy Definitions.

#### **Accident / Accidental**

Shall mean a sudden violent external unforeseen and identifiable event.

### **Accidental Bodily Injury**

- 1. Injury caused by Accidental and/or violent means or
- 2. Injury resulting from Exposure
  - occurring within 12 months from the date of the Accident by which such injury is caused.

#### **Appropriate Authorities**

The Foreign and Commonwealth Office of the United Kingdom, The United States Department of State, the Foreign Office of Canada or similar authority of the Policyholder's Country of Domicile.

#### **Benefit Period**

The total period, after the expiry of any Excess period stated in the Schedule of Benefits, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to or Illness of any Insured Person.

#### **Country of Domicile**

The country in which the Insured Person resides in and/or the country to which the Insured Person shall return to when repatriated or country in which they hold a valid passport

#### Death

Means death caused as a result of Accidental Bodily Injury.

#### Dependant(s)

The natural or legally adopted children or legal wards of an Insured Person (and/or Insured Person's Partner where applicable) living at the same address who are no older than 18 years of age or 23 years of age if in full time education at the time a claim occurs.

#### Fxcess

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

#### Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

#### **Felonious Assault**

A violent or criminal act reported to the local authorities which was directed at You during the course of, or an attempt of, a physical assault resulting in serious injury, kidnapping, or rape.

#### Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and ill persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

#### Illness

Means illness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world that declares itself during the Period of Insurance and occasions the total disablement of the Insured Person during the Period of Insurance.

#### **Insured Person**

Any director or employee under a contract of employment with You or person or category of persons shown in The Schedule.

#### **Insured Person's Partner**

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for the last 12 months and sharing financial and where applicable responsibility for their Dependants.

#### **Operative Time of Cover**

The period of time for which We will cover the Insured Person for benefits described within the Schedule of Insured Persons:

#### 1. Continuous

24 hours a day worldwide.

#### 2. Occupational

Whilst the Insured Person is engaged in their usual occupational duties on Your behalf.

### 3. Occupational including Commuting

Whilst an Insured Person is engaged in their usual occupational duties on Your behalf or whilst travelling directly between the Insured Person's place of residence and place of work.

#### 4. Insured Journey

Whilst the Insured Person is on an Insured Journey outside their Country of Domicile not exceeding 12 months in duration (unless otherwise agreed by Us) which You have authorised in connection with The Business (including any period of holiday which is purely ancillary to the Insured Journey) which begin during the Period of Insurance, and commences from the time the Insured Person leaves their Country of Domicile and continues during the entire period of the journey and terminating at the time of return to their Country of Domicile.

If the Insured Journey is solely within the Insured Person's Country of Domicile, cover will only be operative if the journey involves an air flight and/or overnight stay away from the Insured Persons home or place of employment, if such travel has been declared and accepted by Us.

**Participating Organization: Earthwatch Institute** who is the organization that applies for coverage on Your behalf from the Plan Administrator.

#### **Period of Insurance**

From the effective date until the expiry date shown in the Schedule of Insured Persons and any subsequent period for which We accept payment for renewal of this Policy.

#### Salary

The Insured Person's total gross annual salary or wages excluding any loan payments (but including overtime, commission or bonus payments, provided they have been specifically included in the estimated/actual salaries/wages on which the premium has been based) prior to deductions, paid in the 12 months immediately preceding the date of Accidental Bodily Injury or onset of Illness.

#### Schedule of Benefits

The document which specifies details of the benefits covered, sums insured and any Excesses, Endorsements and Conditions applying to the Policy.

#### Schedule of Insured Persons

The document which specifies details of The Policyholder, The Insured Persons, The Operative Time of Cover and The Business.

#### **Temporary Partial Disablement**

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

#### **Temporary Total Disablement**

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

#### The Business

Activities directly connected with The Business described in the Schedule of Insured Persons.

#### **Qualified Medical Practitioner**

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in other than an Insured Person, Partner of an Insured Person, and a member of the immediate family of You or the Insured Person or an employee of Yours.

#### **United Kingdom**

For the purposes of this Policy means England Scotland Wales and Northern Ireland.

#### War

Shall mean armed conflict between nations, invasion act of foreign enemy, civil war, military or usurped power.

#### We/Us/Our

International Insurance Company of Hannover SE,UK Branch.

#### **Weekly Wage**

The average weekly wage excluding any loan payments (but including overtime, commission or bonus payments, provided they have been specifically included in the estimated/actual salaries/wages on which the premium has been based) prior to deductions, paid in the 12 week period immediately preceding the date of the Accidental Bodily Injury or onset of Illness or any shorter period if the Insured Person has been employed by You for less than 12 weeks.

#### You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in the Schedule of Insured Person as The Policyholder.

# **Policy Conditions**

Each Section of the Policy contains specific conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

### **Adjustable Premium**

If it has been agreed with Us that any part of the premium, being based on estimates, is adjustable You shall within 30 days of the end of each Period of Insurance provide Us with the actual figures and the premium will be adjusted accordingly.

### **Aggregate Limit**

If the aggregate amount of all benefits payable exceeds the stated Aggregate Limit the benefits payable to an Insured Person shall be proportionately reduced until the total of all Benefits does not exceed the Aggregate Limit.

#### **Alteration of Risk**

We will at Our option void the Policy from the inception of this insurance where there has been any alteration to The Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident, injury or illness or where Your interest ceases except by will or operation of law unless We have accepted the alteration.

#### **Assignment**

You may not assign the benefits under this Policy. We shall not be bound to accept or be affected by any notice of any trust charge, lien, purported assignment or other dealing with or relating to this Policy.

#### Cancellation

We may cancel this Policy by sending You 30 days written notice to Your last known address and We will return any unearned proportion of the premium paid.

You may cancel this Policy at any time by sending us 30 days written notice and any unearned premium shall be returned to you provided that We have not made any claims payment under this policy or have any claims for consideration or You are not aware of any claims that have not been reported to Us. Any claim payments made or under consideration shall be deducted from the amount of unearned premium due to be returned.

We may cancel the cover provided by this Policy for War by sending 7 days written notice to You at Your last known address.

## **Cessation of Employment**

Payment of Temporary Total and Temporary Partial Disablement benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.

#### Contribution

If at the time of an event giving rise to a claim there is any other insurance Policy in force in Your name which covers You or the Insured Person for the same expense, loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

#### **Fraud**

If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified is fraudulent or exaggerated, whether ultimately material or not or if a false declaration or statement is made or if a fraudulent device is used in support of a claim We may at Our option void the Policy from the inception of this insurance or cancel the Policy from the date of the claim or alleged claim and repudiate the claim.

#### Identification

The Policy and the Schedule of Insured Persons and the Schedule of Benefits will read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

### **Reasonable Precautions**

You must take all reasonable precautions to avoid accident, injury or illness to any person, or loss, destruction or damage to their property, and You must comply with all legal requirements and safety regulations and conduct The Business in a lawful manner. If in relation to any claim You have failed to fulfil any of these conditions, You will lose your right to indemnity or payment for that claim.

### The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto does not apply to this Policy. Only We and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

#### Misdescription

We will void this Policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

## **Sanction Limitation and Exclusion Clause**

We shall not provide cover or pay or be liable for any claims or provide any benefit under this Policy if by providing any cover, paying any claims or providing any benefit under this Policy 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.

### **Excess Insurance Limitation**

The insurance provided by this plan shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Excess Insurance Limitation is applicable to expenses incurred by a Participant on an Insured Journey in their Home Country.

# **Policy Exceptions**

Each Section of the Policy contains Exceptions. They must be read in conjunction with the following Exceptions which apply to all Sections unless otherwise stated.

This Policy does not cover:

- 1. The Insured Person engaging in any kind of flying other than as a passenger in a commercially licensed passenger carrying aircraft.
- 2. The Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- 3. The Insured Person's own criminal act or committing or attempting to commit suicide or intentionally inflicting self-injury or participating in civil commotions or riots of any kind.
- 4. Any claim incurred in any country, destination or region where the Appropriate Authorities advice at the time the trip was booked is 'against all travel to'.
- 5. An Insured Person once they have attained the age of 81.

## **Personal Accident**

## **Definitions**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply. Please also refer to the Policy Definitions at the front of this Policy document.

#### **Aggregate Limit**

The maximum amount shown in the Schedule of Benefits We shall pay per Insured Person for the total of all benefits per Event.

#### **Capital Benefits**

Capital Benefits include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Permanent Total Disablement.

#### **Event**

All instances of Accidental Bodily Injury specifically occurring at an identifiable time and place. The duration and extent of the event shall be limited to 72 consecutive hours and within a 10 mile radius.

#### **In-home Domestic Service**

Any person, employed (excluding any member of the Insured Person's family) in one or more of the following capacities: nanny, cook, cleaner or house-keeper.

#### Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

#### Loss of Limb

Shall mean in respect of:

- 1. An arm physical severance of all 4 fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
- 2. A leg physical severance at or above the level of the ankle (talo-tibial joint) or permanent total loss of use of an entire leg at or above the level of the ankle (talo-tibial joint).

### Loss of Sight

Loss of Sight shall include total and permanent loss of sight, which shall be deemed to have occurred:

- In both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority
  of a fully qualified ophthalmic specialist.
- 2. In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet and We are satisfied that the condition is permanent and without expectation of recovery.

#### **Loss of Speech**

Total and permanent loss of speech.

#### **Paraplegia**

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life.

## **Permanent Total Disablement**

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to their usual occupation caused other than by Loss of Limb or Sight or Speech or Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

#### Quadriplegia

The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life.

#### **Retraining Expenses**

The reasonable expenses incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

### Cover

We will pay the sum insured shown in the Schedule of Benefits to You for Accidental Bodily Injury to an Insured Person during the Operative Time of Cover and Period of Insurance which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below:

- Death
- Capital Benefits
- Temporary Total Disablement
- Temporary Partial Disablement

### **Amount payable**

The amount payable to You for any Insured Person shall be the amount as stated in the Schedule of Benefits for that category of Insured Person. Subject to that benefit being noted as being Covered at the time of sustaining Accidental Bodily Injury.

### Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died. However You will repay any benefit if the Insured Person is found to have been alive or is found alive.

#### **Permanent Partial Disablement**

If as a result of Accidental Bodily Injury the Insured Person sustains disablement not resulting in Permanent Total Disablement We will depending on the seriousness in degree of disablement pay the benefit shown in the Schedule of Benefits as a percentage of the Permanent Total Disablement benefit. No consideration shall be given to the Insured Person's occupation, business or profession when assessing the seriousness in the degree of disablement.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

#### **Accumulation Limit**

The maximum We will pay in respect of all benefits under this Policy in aggregate in respect of all Insured Persons involved in the same Event shall not exceed the Maximum Accumulation Limit stated in the Schedule of Benefits and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the maximum accumulation limit.

#### Limitation of Benefits

Once an Insured Person has attained the age of 75 the Permanent Total Disablement benefit payable under this Policy is limited to 25% of the current sum insured or USD25,000 whichever is the lesser and the definition of Permanent Total Disablement will be Permanent Disablement wholly preventing the Insured Person from engaging in or giving attention to any and every occupation caused other than by Loss of Limb or Sight or Speech or Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

#### **Minors**

If the Insured Person is under age 16 at the date of the Accident giving rise to a claim:

- 1. The maximum amount payable for Death will be USD20,000 or the sum insured shown in the Schedule of Benefits whichever is lesser.
- 2. The definition of Permanent Total Disablement will be Permanent Disablement wholly preventing the Insured Person from engaging in or giving attention to any and every occupation caused other than by Loss of Limb or Sight or Speech or Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.
- 3. No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

#### **Non Employees**

In respect of Insured Persons who are not a director or employee of the Policyholder the definition of Permanent Total Disablement will be:

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to any and every occupation caused other than by Loss of Limb or Sight or Speech or Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

#### **Payment of Benefit**

We will not pay under more than one of the benefits listed in the Schedule of Benefits for Death or Capital Benefits in conjunction with the same Accident for the same Insured Person. After payment has been made for a Death or Capital Benefit claim no further liability shall attach to Us in respect of that Insured Person during the current Period of Insurance. If the Death benefit is not covered then We will not pay for benefits for Loss of Limb or Sight or Speech or Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.

#### **Payment of Permanent Total Disablement**

Benefit under Permanent Total Disablement will be payable after expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by Us.

#### **Payment of Partial Disablement**

Where more than one form of disablement results from one Accident for the same Insured Person We will not pay more than 100% of the Permanent Total Disablement benefit due or if a benefit is paid for Loss of use of a Limb no benefit shall be paid for Permanent Partial Disablement.

#### **Payment of Temporary Total and Temporary Partial Disablement**

Payment of benefit for Temporary Total Disablement and Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of Death, Loss of Limb, Sight, Speech or Hearing or a Permanent Total Disablement benefit.

Payment of benefit for Temporary Total Disablement and Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess.

Benefits payable under Temporary Total Disablement and/or Temporary Partial Disablement shall not be paid longer than the Benefit Period shown in the Schedule of Benefits.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by:

- 1. Gradually operating cause or any naturally occurring condition or degenerative process.
- 2. Illness or disease (unless resulting directly from Accidental Bodily Injury).

# Illness

### **Definitions**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. Please also refer to the Policy Definitions at the front of this Policy document.

#### **Normal Pregnancy**

Any symptoms or combination of symptoms which normally accompany pregnancy (including multiple pregnancy) which are generally minor or temporary (or both) and which do not represent a medical danger to the mother or baby and; childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery that does not cause any medical complications.

### **Pre-Existing Medical Condition**

Any physical defect, infirmity, disability or chronic or recurring Illness which the Insured Person suffered from in the 6 months prior to the inception of this Insurance.

#### Cover

We will pay the sum insured shown in the Schedule of Benefits to You for the Illness of an Insured Person during the Period of Insurance which results in the Temporary Total Disablement of that Insured Person.

#### **Amount Payable**

The amount payable to You for any Insured Person shall be the amount as shown in the Schedule of Benefits for that category of Insured Person.

## **Conditions**

The following conditions apply to the Illness section. Please refer also to the Policy Conditions at the front of this Policy document.

#### **Payment of Temporary Total Disablement**

- Payment of benefit for Temporary Total Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess.
- 2. In respect of any one Illness, benefit will not be payable under Temporary Total Disablement for longer than the Benefit Period shown in the Schedule of Benefits.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not pay any claim for

- 1. Any Pre-Existing Medical Condition of an Insured Person except as covered in the Benefit Table.
- 2. The Insured Person being under the influence of or being directly or indirectly affected by the effects of intoxicating liquor or drugs or any other condition thereby aggravated other than drugs taken in accordance with treatment prescribed and directed by a Qualified Medical Practitioner but not for the treatment of drug addiction.
- 3. Normal Pregnancy unless it develops into a complication which is diagnosed by a doctor or consultant who specialises in obstetrics.
- 4. A tropical disease where the Insured Person has not (unless the Insured Person's doctor advises otherwise) received the inoculations and/or taken prophylactic medication as recommended by the Insured Person's doctor or recognized authorities within the Insured Person's Country of Domicile.

## **Business Travel**

## **Definitions**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. Please also refer to the Policy Definitions at the front of this Policy document.

#### **Aggregate Limit**

The total amount We will pay for all Cancellation and/or Curtailment and/or Replacement and/or Change of Itinerary claims for all Insured Persons per Insured Journey.

#### **Business Equipment**

Any property which is owned hired or borrowed by You other than Electronic Business Equipment or Business Samples.

### **Business Samples**

Business and trade samples owned hired or borrowed by You

#### **Electronic Business Equipment**

Electronic articles hired or borrowed by You other than Business Equipment or Business Samples.

#### Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

### Kidnap

Unlawful seizure, detention or taking by force or fraud of an Insured Person (except a child by its parent or legal guardian) by a third party without the consent of that Insured Person.

### Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

### **Personal Belongings**

Items which are the property of the Insured Person or property for which they are personally responsible (other than Business Equipment, Electronic Business Equipment or Business Samples) and which are taken on or acquired during an Insured Journey.

#### Repatriation

With prior approval from Us and due solely for medical reasons the return of the Insured Person to their Country of Domicile by normal scheduled airlines or by an air ambulance or other suitable means of transport.

## **Medical and Emergency Travel Expenses**

## Cover

In the event of the Insured Person sustaining Injury or contracting illness during the course of an Insured Journey We will pay up to the sum insured shown in the Schedule of Benefits for:

#### 1. Medical Expenses

Reasonable and necessary emergency medical, surgical, hospital and nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital.

### 2. Emergency Travel Expenses

Reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the Insured Person's Country of Domicile.

#### 3. Repatriation

Upon medical advice the Repatriation of the Insured Person to the Insured Person's Country of Domicile.

### 4. Emergency Medical Evacuation

Upon the advice of Our Emergency Medical Assistance Service the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital.

#### 5. Repatriation of Remains

Following Your death and with the agreement of Your executors or administrators We will pay up to the amount stated in the Benefits Table for the Repatriation of Your remains following Your death, including costs of preparation of the remains necessary for transportation, or for the cost of preparing Your remains for cremation or burial and a burial plot in the Host Country where Your death occurred.

### **Extensions**

The following Extensions apply **if stated as being Covered** in The Schedule of Benefits, up to the sum insured stated in The Schedule of Benefits.

#### **Continuing Medical Charges**

In the event of a valid claim under for Medical Emergency Travel Expenses We will pay the reasonable and necessary cost of Hospital in-patient medical charges incurred within 3 months immediately following the date of the Insured Person's Repatriation to their Country of Domicile.

#### **Bereavement Reunion**

In the event of the death of the Insured Person whilst on an Insured Journey We will indemnify the Insured Person's estate for the cost of economy round trip transportation for an assigned advocate to travel to the location of the Insured Person's death to accompany the remains back to the Country of Domicile.

### **Emergency Travel Expenses due to Felonious Assault**

Reasonable costs of transport and accommodation incurred by any one relative or friend who has to travel to remain with or escort the Insured Person home to the Insured Person's Country of Domicile following a Felonious Assault of the Insured Person.

#### **Return Home due to Felonious Assault**

Reasonable costs of transport incurred in respect of the Insured Person to travel home to the Insured Person's Country of Domicile following a Felonious Assault of the Insured Person.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

- The Insured Person must if reasonably possible contact Our Emergency Medical Assistance Service if they require in-patient hospital treatment or Repatriation otherwise We will not be able to reimburse the costs incurred.
- If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by Our Emergency Assistance Service to any person who is not insured under this Policy, You shall reimburse us in respect of such costs and expenses.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claim resulting from:

- Medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice.
- 2. Medical expenses arising from an illness which the Insured Person is aware of and is travelling against medical advice or where a terminal prognosis has been given.
- 3. Any expenses incurred 12 months after the date the need for treatment first arises.
- 4. Any expenses incurred whilst on an Insured journey of 12 months or over unless such journey has been declared to and accepted by Us.
- 5. Any expenses incurred in excess of USD50,000 for a child born outside Your Country of Domicile whilst on an Insured Journey.

## **Search and Rescue Expenses**

## Cover

We will indemnify You up to up to the sum insured shown in the Schedule of Benefits for all Insured Persons during the Policy Period for all reasonable and necessary costs incurred by the authorities in searching for the Insured Person and bringing them to a place of safety, if during the course of an Insured Journey whilst outside the Country of Domicile the Insured Person is either (1) reported missing and it is known or reported that the Insured Person may have sustained Accidental Bodily Injury or suffered illness, or (2) the weather conditions are such that in order to prevent Accidental Bodily Injury or the suffering of illness the police or rescue authorities instigate a search and rescue for the Insured Person.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

- 1. The Insured Person must comply at all times with local safety advice and must comply with all recommendations and restrictions prevalent at the time.
- 2. Expenses are only payable for the Insured Person's chargeable proportion of any search and rescue operation.
- 3. Our Emergency Medical Assistance Service must be informed immediately of any emergency that potentially might give rise to a claim.
- 4. Expenses will only be covered up to the point where the Insured Person is recovered by search and rescue team or up to the time the authorities advise that continuing the search is no longer viable.
- 5. In the event of a claim a written report must be obtained from the search and rescue authority and provided to Us before a claim can be paid.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claim resulting from:

- 1. The Insured Person knowingly endangering either their own life or of any other person's.
- 2. The Insured Person engaging in activities where their experience or skill levels falls below those reasonably required to participate in such activities.
- 3. The Insured Person disregarding or not complying with any local safety advice, warnings, restrictions or rescue or police authority warnings in force during or at the time of undertaking such activities.

## **Political and Natural Disaster Evacuation**

## **Definitions**

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. Please also refer to the Policy definitions at the front of this Policy document.

#### **Insured Event**

- 1. The Insured's Appropriate Authority issues a travel advice for a particular country or region where the Insured Person is on an Insured Journey, recommending that certain categories of person which includes the Insured Person should leave that country or region.
- or -
- 2. The recognised Government in their Host Country:
  - a) Declares a state of emergency necessitating immediate evacuation or
  - b) Formally recommends or instructs that the Insured Person should leave that country or region for safety or
  - c) Seizes, confiscates or expropriates the Insured or Insured Person's property, plant or equipment or
  - d) Expels the Insured Person or declares the Insured Person "persona non grata".
  - e) Withdraws all scheduled international commercial flights for a period of excess of 24 hours as a result of political or military action intervention which has a direct impact on the Insured persons safety and prevents them leaving the country.
- 3. Natural Disaster within their Host Country which has a direct impact on the Insured Person and their safety.
- 4. The Political or military events in the country the Insured Person is staying in represents an imminent threat to their safety.

#### **Evacuation and Repatriation**

The costs incurred by the Policyholder or Insured Person for the emergency evacuation of an Insured Person to the nearest place of safety or their Country of Domicile following an Insured Event.

#### **Expenses**

The cost of accommodation, transportation and food and any other reasonable and necessary expenses.

#### **Host Country**

The Country in which the Insured Person is staying.

#### Cover

We will indemnify You up to the sum insured shown in the Schedule of Benefits if during an Insured Journey the Insured Person incurs Evacuation and Repatriation Costs and the additional Expenses incurred due to such Evacuation and Repatriation as a result of an Insured Event. For Insured Persons on an Insured Journey within their Country of Domicile, the nearest point of safety must be within their Country of Domicile.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

- The Insured Person is not travelling to a country of region contrary to the advice of The Foreign and Commonwealth office.
- The Crisis Management Call Centre must be advised immediately of any situation that may give rise to a claim or as soon as reasonably possible thereafter. If the Crisis Management Call Centre is not contacted immediately Our liability to pay any subsequent claim under this section will cease.
- 3. You must provide us and the Crisis Management Company with all assistance and information requested in a timely manner.
- 4. The Insured Person must follow the advice of The Crisis Management Call Centre at all times.
- 5. Where you or an Insured Person is entitled to any refund on unused tickets or returnable deposits or advanced payments We will be entitled to deduct these from the value of any claim.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claims resulting from:

- 1. Or attributable to an alleged violation of the laws of the Host Country by You or the Insured Person.
- Your failure or the Insured Person's failure to maintain and possess duly authorised and issued required immigration, work, residence or similar visas or permits or other relevant documentation for the country where they are visiting on an Insured Journey.
- Accommodation or Evacuation Expenses incurred more than 30 days before or 10 days after the Insured Event.
- Or attributable in whole or in part to a debt insolvency, commercial failure, the repossession of any property by any title holder or lien holder, or any other financial cause.
- 5. You or the Insured Person fails to honour any contractual obligation bond or specific performance condition in a license.
- 6. The conditions leading to the Insured Person's departure being in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on an Insured Journey.
- 7. More than one Insured Event in any one Period of Insurance.

## **Personal Belongings**

## Cover

In the event of the Insured Person suffering loss of or damage to their Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of such loss or damage up to the sum insured shown in the Schedule of Benefits.

### **Extensions**

The following Extensions apply if stated as being Covered in The Schedule of Benefits.

#### **Temporary Loss**

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least 4 hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of USD100 for any one claim.

#### **Business Samples**

In the event of Business Samples in the care, custody or control of the Insured Person being lost or destroyed during an Insured Journey We will indemnify You in respect of such loss or damage up to USD100.

#### **Business Equipment**

In the event of loss of or damage to Business Equipment in the care, custody and control of the Insured Person during an Insured Journey We will indemnify You in respect of such loss up to USD100.

#### **Electronic Business Equipment**

In the event of loss of or damage to Electronic Business Equipment in the care, custody and control of the Insured Person during an Insured Journey We will indemnify You in respect of such loss up to USD100.

#### Loss of Keys

In the event of the Insured Person losing their keys to their main permanent residence whilst on an Insured journey We will indemnify the Insured Person for the costs of (parts and labour) of replacing the relevant locks up to a maximum of USD100. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

- 1. The Insured Person shall take all reasonable care in avoiding any loss or damage to Personal Belongings, Business Equipment, Electronic Business Equipment and Business Samples.
- 2. We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to reimburse You or the Insured Person not exceeding in any event the insured value thereof. The maximum amount payable in respect of any one item will be USD100 unless You bear the first 25% of any amount in excess of the USD100 up to the total sum insured stated in the Schedule of Benefits.
- 3. In the event of the total loss or destruction of any item of Personal Belongings the basis of settlement shall be on a full replacement value of the item provided that the replacement item is substantially the same but not better than the original item when new and proof of purchase /ownership must be provided for items valued in excess of USD700.
- 4. Total Loss or destruction of Business Equipment, Electronic Business Equipment and Business Samples shall be dealt with on a full replacement value of the item at the date of loss subject to taking into account wear and tear and depreciation.
- 5. Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the Temporary Loss becomes Permanent
- 6. The Insured Person must retain any damaged articles for Our inspection. We shall be entitled to take up and keep possession of any damaged property and to deal with it as salvage following such damage.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claim resulting from:

- 1. Breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried.
- 2. Loss or damage caused by:
  - a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container).
  - b) Mechanical or electrical failure or breakdown.
  - c) Any process of cleaning, dying, restoring, repairing or alteration.
- 3. Loss of Money.
- 4. Loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.
- 5. Loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property Irregularity report).
- 6. Loss or damage from pressure in an aircraft cargo hold.
- 7. Theft or attempted theft of Personal Belongings, Business Samples, Business Equipment or Electronic Business Equipment from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.
- 8. Loss or damage to vehicles, their parts or accessories.
- 9. Loss or damage to Personal Belongings sent as freight or under a bill of loading.
- 10. Loss or damage to sports equipment (including winter sports equipment) while in use.
- 11. Loss of Business Equipment, Electronic Business Equipment or Business Samples not involving theft by violent and forcible means.

- Loss of Business Equipment, Electronic Business Equipment or Business Samples which is insured under any other Insurance.
- 13. Any loss in excess of the single item limit stated in the Schedule of Benefits.

## Interruption, Replacement or Change of Itinerary

## Cover

### Interruption

If You or the Insured Person is forced to cut short an Insured Journey and return to the Country of Domicile as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person up to the sum insured shown in the Schedule of Benefits for:

- 1. All non-returnable deposits, advance payments and other charges paid or due to be paid by You or the Insured Person for travel and accommodation in respect of the Insured Journey.
- The reasonable additional cost of travel and accommodation necessarily incurred to return the Insured Person to their Country of Domicile.

#### Replacement

When an Insured Journey has been cut short following departure as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You for the additional cost of travel and accommodation necessarily incurred as a direct result of:

- 1. Returning the Insured Person to their normal Country of Domicile.
- 2. Sending a replacement to assume the duties of the original Insured Person.

### **Change of Itinerary**

If following departure You or the Insured Person is forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside Your or the Insured Person's control We will reimburse You or the Insured Person for the additional costs of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey up to the sum insured shown in the Schedule of Benefits.

## **Conditions**

The following conditions apply to this Section. Please also refer to the Policy Conditions at the front of this Policy document.

- The maximum We will pay in respect of all benefits under this Policy in the aggregate in respect of all Insured Persons per Insured Journey shall not exceed the maximum Aggregate Limit stated in the Schedule of Benefits. If the aggregate amount of benefits exceed this limit the benefit amount payable shall reduce proportionately until the total of all benefits does not exceed the Aggregate Limit.
- 2. Where reasonable You must obtain prior approval from Our specialist assistance provider before incurring additional travel and accommodation costs when Interrupting Your Insured Journey.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claim resulting from:

- 1. The Insured Person travelling against or planning to travel against the medical advice of a Qualified Medical Practitioner or for the purpose of obtaining medical treatment.
- 2. Disinclination to travel or if on an Insured Journey, deciding not to continue.
- 3. You or the Insured Person's financial circumstances.
- 4. Redundancy or resignation of an Insured Person or the termination of an Insured Person's contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started.
- 5. Any expenses incurred where an Insured Journey is Interrupted, altered, rearranged or must be replaced as a result of redundancy or resignation of the Insured Person or the termination of their contract of employment once the Insured Journey has commenced.
- 6. The financial failure or omission or neglect of any provider or their agent of transport or accommodation.

- 7. Withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, any port authority or similar body in any country except where on the day the Insured Person is due to depart from their Country of Domicile such Insured Person is prevented from making their Insured Journey due to
  - a) Aerospace being closed for 24 hours from the date and time of their scheduled departure as shown on their ticket/itinerary.
  - b) A port or airport they are scheduled to travel from or through being closed for 24 hours from the date and time of their scheduled departure as shown on their ticket/itinerary
  - All claims must be supported by documentary evidence that the Insured Person has been able to obtain a refund from their travel and or accommodation provider.
- 8. Strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked.
- 9. Any Insured Journey cancelled or interrupted where the Appropriate Authorities advice at the time the trip was booked is 'against all travel to' the chosen destination.
- 10. An Insured Person failing to check-in according to the itinerary provided unless the failure was due to strike or industrial action.
- 11. Any amount in excess of the Aggregate Limit stated in the Schedule of Benefits for all Insured Persons per Insured Journey.
- 12. Any amounts where you are legally entitled to be indemnified from any other source.
- 13. Any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

## **Travel Delay**

## Cover

If the outward or homeward departure of an aircraft, train or sea vessel in which the Insured Person has booked to travel is delayed due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train or sea vessel, or if the Insured Person has to travel on a later departure due to the transport provider concerned overbooking, which results in delay for at least 4 hours from the departure time indicated by the carrier. We will pay the Insured Person USD50 for the first complete 4 hours delay and USD100 for each 24hours delay thereafter but not exceeding the amount paid in respect of the fares or USD500 whichever is the greater.

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claim resulting from:

- 1. The failure of the Insured Person to check in not later than the time indicated by the carriers.
- 2. The failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
- 3. Withdrawal from service temporarily or otherwise of any aircraft or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, any port authority or any similar body in any country except where on the day the Insured Person is due to depart from their Country of Domicile such Insured Person is prevented from making their Insured Journey due to
  - a) Aerospace being closed for 24 hours from the date and time of their scheduled departure as shown on their ticket/itinerary.
  - b) A port or airport they are scheduled to travel from or through being closed for 24 hours from the date and time of their scheduled departure as shown on their ticket/itinerary
  - All claims must be supported by documentary evidence that the Insured Person as been able to obtain a refund from their travel and or accommodation provider.
- 4. The failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance.
- 5. Strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked.
- 6. Delay where compensation is recoverable from the airline or other carrier.
- 7. Any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an Insured Journey was booked.

## Loss of checked in Luggage

## **COVER**

We will pay You up to the sum insured shown in the Schedule of Benefits in relation to Loss of Checked in Luggage if You are temporarily deprived of Your Luggage for at least 12 hours by the loss or miss-direction of Your Luggage by an International Airline Carrier subject to:

For benefits to be payable under this section:

- 1. The Lost Checked Luggage must have been checked by You in accordance with routine luggage checking procedures, for transportation on board a regularly scheduled commercial airline or cruise line, upon which You are a fare-paying passenger; and
- 2. You must file a formal claim for lost luggage with the transportation provider, and follow all instructions and take all measures as directed by the transportation provider to locate and retrieve the Lost Checked Luggage; and
- 3. You must provide Us with copies of all documentation of the claim filed with the transportation provider, and a written statement from the transportation provider confirming that the luggage was checked and after careful search, the luggage remains missing; and
- 4. Any expense will only be paid by Us 5 days after the items have been lost

## **Luggage Delay**

### Cover

We will pay up to the sum insured shown in the Schedule of Benefits if the common carrier on which You are booked to travel on Your outward or return trip has delayed your Luggage due to strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown for at least 24 hours. Prior to payment by Us, You must provide original written details from the airline, shipping company, coach or train operators detailing the length of and reason for the delay or, in respect of mechanical breakdown, a garage or motoring organization report confirming the date, cause and time of the breakdown .

## **Exceptions**

The following exceptions apply to this Section. Please also refer to the Policy Exceptions at the front of this Policy document.

We will not be liable for any claims resulting from:

- 1. Your failure to check in for departure before the scheduled departure time and in accordance with the travel operator's ticket itinerary.
- 2. Your departure or arrival was delayed as a result of strike or industrial action that was public knowledge when Your travel arrangements were first booked.
- 3. Your failure to obtain written confirmation from Your carriers or the handling agents of the total time of the Luggage delay and the reason for such delay
- 4. Compensation is recoverable from the common carrier

## **Adventure or Hazardous Activities**

We will pay up to the up to the sum insured shown in the Schedule of Benefits if You sustain an Injury which results in You being charged by a Hospital for services that are Usual, Reasonable and Customary and relate to services and supplies that are Medically Necessary for your participation in an Adventure or Hazardous Activity.

In the event that you have paid Us the appropriate Additional Premium for your Trip, you will be covered for participation in the following activates up to a maximum of 7 days during the period of Insurance. Any Adventure or Hazardous Activities as defined hereon will not be covered if this is the sole purpose of your trip.

Adventure Activities and Sports: Abseiling, Archery, Ballooning (organised excursion), Baseball (excluding competitions), Boccer, Boogie Boarding, Bungee Jumping(maximum 2 jumps in all during Your Trip), Canoeing, Cricket, Cycling, Deep Sea Fishing, Fencing, European Football/Soccer (excluding competitions), Frisbee, Gliding, Go-Karting, Gymnastics, Light Aircraft (as a passenger), High Diving (platform only), Hiking under 6000m, Hockey (field only), Horse Riding (casual with no jumping), Hot Air Ballooning, Ice Skating, Jet skiing, Kayaking, Kite Surfing, Kite Buggying, Lacrosse, Marathon Running/Triathlon, Martial Arts Training (no contact), Motorcycling up to 125cc where claims and conviction free for previous 3 years and where wearing a helmet, Mountain Biking (not off road), Overland Expedition, Paintballing, Quad Biking, Roller Blading, River Boarding, Safari, Sail Boarding, Sand Boarding, Scrambling, Scuba Diving (down to 30 meters only), Sea Canoeing, Skate Boarding), Surfing, Trekking (not requiring the use of ropes, guides or supplementary oxygen or under 6000 metres), Wake Boarding, Water Polo, Water Skiing, Weightlifting, White Water Rafting (grades 1-3), Windsurfing, Yachting (in territorial waters) Zip Wiring/Climbing

Hazardous Activities and Sports: Bamboo Boat Rafting, Black Water Rafting, Bouldering, Bungee Jumping\*(more than 2 jumps in all during Your Trip) Canyoning, Cave Tubing, Caving, Cycle Touring, Dog Sleighing, Hang Gliding, Horse Trekking, Ice Climbing, Flying in a Helicopter (as a passenger only) Jet Boating/Shotover Jet, Micro Lighting, Mountaineering (with ropes), Off-Road Mountain Biking, Potholing/Caving (as part of a group), Parachuting, Paragliding, Parapenting, Parasailing (behind a boat), Parapenting (behind a motorised vehicle), Polo,River Kayaking, Rock Climbing (with ropes), Sea Kayaking, Shark Cage Diving, Skydiving, Show-jumping, Spelunking or White Water Rafting (grade 4-5).