

ACCIDENT INSURANCE
SCHEDULE

Policy Number:	KA039G18A000
1. The Insured:	Challenge South West
2. Address of Registered Office:	Wood Park East Down Barnstaple, Devon EX31 4LZ
3. Business Description:	4x4 Off Road Club.
4. Period of Insurance:	From : 20 th March 2018 To: 19 th March 2019 Both days inclusive Greenwich Mean Time
5. Accumulation Limit:	£250,000
6. Notice of any claim or circumstance is to be given to:	W. R. Berkley UK Limited 2 nd Floor, 40 Lime Street London EC3M 7AW Tel: +44 (0)20 7280 9000 Fax: +44 (0)20 7280 9090 Email: paclaims@wrbunderwriting.com
7. Premium:	£ 625.00
Insurance Premium Tax:	£ 75.00
Total Premium:	£ <u>700.00</u>

CATEGORY A

SCHEDULE OF BENEFITS

Insured Persons : All Officially Registered Members of the **Insured**

Operative Time of Cover : ACC3 – Whilst attending and/or participating in events organised by the **Insured** and general Club activities, excluding commuting to and from the event or activity.

Section A – Personal Accident

<u>Item</u>	<u>Description</u>	<u>Operative</u> <u>Benefit Limit</u>	Maximum Benefit Any One Person
A.1	Death	£25,000	£25,000
A.2	Loss of Limb(s)	£25,000	£25,000
	Loss of Sight in one or both eyes	£25,000	£25,000
	Loss of Speech	£25,000	£25,000
	Loss of Hearing in both ears	£25,000	£25,000
A.3	Loss of Hearing in one ear	25% x A.2	£6,250
A.4	Quadriplegia	£25,000	£25,000
A.5	Paraplegia	£25,000	£25,000
A.6	Hemiplegia	£25,000	£25,000
A.7	Permanent Total Disablement	£25,000	£25,000
A.8	Permanent Partial Disablement		
	One big toe	10% of A.7	£2,500
	Any other toe	5% of A.7	£1,250
	One thumb	25% of A.7	£6,250
	One forefinger	20% of A.7	£5,000
	Any other finger	10% of A.7	£2,500
	Shoulder or elbow	25% of A.7	£6,250
	Wrist	20% of A.7	£5,000
	Hip ankle or knee	20% of A.7	£5,000
	Removal of lower jaw by surgical operation	30% of A.7	£7,500
	Any Permanent Partial Disablement not specified, up to	100% of A.7	£25,000
A.9	Burns		
	(i) 28% of body surface or more	100% of A.2	£25,000
	(ii) 19% to 27% of body surface	50% of A.2	£12,500
	(iii) 9% to 18% of body surface	25% of A.2	£6,250
A.10	Facial Scarring		
	10 cm. in length or an area of 10 sq. cm. or more	£10,000	
	5 cm. in length or an area of 5 sq. cm. or more	£2,500	
A.11	Temporary Total Disablement	Not Operative	
A.12	Temporary Partial Disablement	Not Operative	

Additional Benefits as a result of Bodily Injury:

<u>Description</u>	<u>Benefit Limit</u>	Maximum Benefit Any One Person
Medical Expenses Incurred in connection with a valid claim under Items A.1 to A.12	£10,000	
Hospitalisation Benefit	£175 per week	
Benefit Period	13 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in connection with a valid claim under Items A.1 to A.12		
Coma Benefit	£350 per week	
Benefit Period	13 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in a comatose state in connection with a valid claim under Items A.1 to A.12		
Retraining & Rehabilitation Benefit Payable following a valid claim for Item A.2, or A.4 to A.7	Not Operative	
Dependents Benefit		
Benefit per dependent Child	Not Operative	
Maximum Benefit Payable	Not Operative	
Funeral Costs Incurred in connection with a valid claim under Item A.1	Not Operative	
Out-Patient Treatment Travel Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Dental Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Personnel Replacement Expenses Incurred in connection with a valid claim under Items A.1, or A.4 to A.7	Not Operative	
Commuting Expenses Incurred in connection with a valid claim under Items A.2, A.8, A.11 to A.12	Not Operative	
Return Home Expenses Incurred in connection with a valid claim under Items A.1 to A.12	Not Operative	

Signed on behalf of Insurers:

Date: 23rd March 2018

Endorsement No.1**Permanent Total Disablement Definition (and Restricted Benefits)**

Policy Number:

KA039G18A000

The **Insured**:

Challenge South West

Period of Insurance:From: 20th March 2018 To: 19th March 2019
Both days inclusive Greenwich Mean Time

Endorsement Effective Dates:

From: 20th March 2018 **To:** 19th March 2019
Both days inclusive Greenwich Mean Time

It is hereby noted and agreed that within the Endorsement Effective Dates shown above that Section A – Personal Accident definition **Permanent Total Disablement** shall be amended to read:

Permanent Total Disablement: Total and absolute disablement caused other than by **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing** which will entirely prevent the **Insured Person** from engaging in any and every occupation for the remainder of his life.

It is further noted and agreed that the following Additional Benefits shall not be payable:

Retraining & Rehabilitation Benefit

Dependents Benefit

Out-Patient Treatment Travel Expenses

Personnel Replacement Expenses

Commuting Expenses

Return Home Expenses

All other terms and conditions remain unaltered.

Signed on behalf of Insurers:**Date:** 23rd March 2018

W / R / B

U N D E R W R I T I N G

ACCIDENT AND TRAVEL INSURANCE

IMPORTANT NOTICE TO THE INSURED

This **Policy**, together with the **Schedule** and any **Endorsements**, forms **Your** legally binding contract of insurance. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms and conditions. The insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. **Your** attention is particularly drawn to the notice that appears overleaf.

W. R. Berkley UK Limited
Registered Office: 34 Lime Street, London EC3M 7AT
Registered in England & Wales 09546454, FRN: 710822

a W. R. Berkley Company

IMPORTANT INFORMATION

Thank you for purchasing this **Policy** which for all Sections other than B.6 – Legal Expenses is underwritten by W. R. Berkley UK Limited. Please note that Section B.6 – Legal Expenses is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS) and should be read as a Section attached to this **Policy**.

It is always **Our** intention to provide a first class standard of service. However, if **You** have any cause for complaint or **You** wish to make any enquiry regarding this insurance **You** should, in the first instance, contact the insurance broker or other intermediary who arranged this insurance for **You**.

Alternatively **You** may contact **Us** at the following address:

Compliance Officer,
W. R. Berkley UK Limited
40 Lime Street
London EC3M 7AW

Or **You** can email **Us** at complaints@wrbunderwriting.com

In the event that **You** remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for **You** to refer the matter to the Complaints team at Lloyd's. Their address is:

Complaints
Lloyd's
Fidentia House, Walter Burke Way
Chatham Maritime, Chatham
Kent ME4 4RN

Tel: 020 7327 5693 Fax: 020 7327 5225 complaints@lloyd's.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. **You** may be entitled to compensation under the Scheme if **We** are unable to meet **Our** financial obligations. The level of compensation is dependent upon the nature of this contract and circumstances of a claim. For more information contact the FSCS on 0800 678 1100 (free from a landline) or + 44 (0)20 7741 4100 or visit their website at www.fscs.org.uk.

DATA PROTECTION NOTICE

W. R. Berkley UK Limited holds data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. **We** may share information **You** give **Us** with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

We will keep such information secure at all times. In certain circumstances, for example for systems administration purposes, **We** may have to transfer information to another country, which may be a country outside the European Economic Area (EEA). If **We** do so it will be held securely and handled in accordance with the requirements of the Data Protection Act 1998. By proceeding with this insurance **We** assume that **You** are agreeable to **Us** transferring information to a country outside the EEA.

Should **You** wish to obtain details of the information that **We** hold on **You** please contact:

The Compliance Officer
W. R. Berkley UK Limited
2nd Floor, 40 Lime Street
London EC3M 7AW

MAKING A CLAIM

If **You** need to make a claim, or **You** need to inform **Us** of an incident or circumstance that may constitute a claim, in the first instance please contact **Your** insurance broker who arranged the **Policy** for **You**. **Your** insurance broker will be able to supply **You** with the relevant claim form and will inform W. R. Berkley UK Limited, who will deal with **Your** claim in a fair and impartial way and as quickly as possible.

Section A - Personal Accident

If an **Insured Person** suffers an **Accident** and sustains **Bodily Injury** that may result in a claim they must seek medical attention and notify the circumstances to **Us** without delay.

Section B – Business Travel (other than as specifically detailed below)

If **You** or the **Insured Person** suffers loss, theft or damage the appropriate authorities must be notified within 24 hours of such loss or theft and any claim that **You** or the **Insured Person** may be entitled to for compensation or reimbursement with a third party must have been pursued prior to a claim being submitted to **Us**.

If **You** or the **Insured Person** becomes aware of circumstances that may result in a claim under Section B.5 – Personal Liability **You** must notify **Us** without delay.

Notification should be made to:

W. R. Berkley UK Limited
Accident & Health Claims
2nd Floor, 40 Lime Street,
London EC3M 7AW
Telephone: + 44(0)20 7280 9000
Email: paclaims@wrbunderwriting.com

Please refer to the specific sections of this **Policy** for any conditions that **You** must ensure **You** comply with.

Medical Emergency Abroad

If an **Insured Person** sustains **Bodily Injury** or **Sickness** that is likely to result in a **Medical Expenses** claim for **Hospital** treatment &/or diagnostic tests or the incurring of **Emergency Travel & Repatriation Expenses** then without delay the **Insured Person**, or someone on their behalf must contact:

Healix International, who provide global assistance on **Our** behalf and operate a 24/7 Operations Centre

Telephone: +44 (0)20 8763 4814 Facsimile: + 44 (0)20 8763 3035

Email: internationalhealthcare@healix.com

N.B.: If **urgent medical attention is required the Insured Person should contact the local emergency services in the first instance.**

When contacting Healix International they will need:

- The name and contact details of the person requiring assistance
- **Your** name and **Policy** number
- The extent of injury or illness and the assistance required
- Contact details of the medical facility that the **Insured Person** is attending and the name and contact number for the treating doctor.

Legal Expenses

If an **Insured Person's** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **Policy**, the **Insured Person** should telephone the **Legal Expenses Insurer** on 0344 893 9011 or +44 (0)117 934 2627. The **Legal Expenses Insurer** will give the **Insured Person** a reference number but at this point are not able to tell the **Insured Person** whether the **Insured Person** is covered but will pass the information the **Insured Person** has given to the **Legal Expenses Insurer's** claims-handling teams and explain what to do next.

The **Insured Person** may prefer to email their claim to the **Legal Expenses Insurer** at newclaims@das.co.uk

INTRODUCTION

We have used **Your Proposal** in deciding to insure **You** and determining how much premium to charge.

Provided that **You** have paid the premium shown in the **Schedule** in the required manner **We** have agreed to insure **You** under the terms and conditions in this **Policy** and in any **Endorsements**.

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NOTICES

We, W. R. Berkley UK Limited are a Service Company that is part of the W. R. Berkley Corporation group of companies. **We** are authorised and regulated by the Financial Conduct Authority in our capacity as Appointed Representative of W. R. Berkley Syndicate Management Limited. **We** have authority to enter into contracts of insurance on behalf of the Lloyds underwriting members of Lloyd's Syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited.

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Underwritten by certain underwriters at Lloyd's

General Definitions

For the purposes of this **Policy** the following definitions apply:

- (a) **Accident:** A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.
- (b) **Accumulation Limit:** The maximum aggregate amount **We** will pay in respect of all **Insured Persons** for all claims arising from one event, source or original cause.
- (c) **Annual Salary:** The total annual remuneration, excluding payments for overtime, commission or bonus, payable to the **Insured Person** at the date of the occurrence of **Bodily Injury**.
- (d) **Appointed Representative:** A solicitor or other suitably qualified person appointed to act for the **Insured Person** or the **Insured Person's** personal legal representative in any legal proceedings.
- (e) **Benefit:** The amount payable to **You** as a result of a valid claim as stated in the **Schedule** under the heading 'Benefit Limit'. All 'Benefit Limits' stated in the **Schedule** are inclusive of VAT (where applicable).
- (f) **Benefit Period:** The maximum period as stated in the **Schedule** for which **Temporary Total Disablement, Temporary Partial Disablement, Hospitalisation or Coma Benefit** is payable. Such period commencing at the date the **Insured Person** first became disabled and ending no later than the stated number of weeks thereafter (allowing for any **Excess Period** applied).
- (g) **Bodily Injury:** Injury which is caused by **Accident** and which within twenty-four months from the date of such **Accident** shall result in the death or disablement of the **Insured Person**.
- (h) **Business Journey:** Any time during the **Period of Insurance** whilst an **Insured Person** is travelling in connection with **Your** business, including incidental holiday, to a destination outside the United Kingdom the Channel Islands and the Isle of Man (or within the United Kingdom the Channel Islands and the Isle of Man if such travel includes an overnight stay &/or an internal flight) or Country of Domicile from the time of leaving an **Insured Person's** place of residence or place of work (whichever is left last) until arrival back at an **Insured Person's** place of residence or place of work (whichever is reached first).
- (i) **Child/Children:** Any person who is unmarried and under 18 years of age or 23 if in full-time education.
- (j) **Director:** Any executive director of the **Insured**.
- (k) **Endorsement:** Any amendment issued by **Us** and attaching to this **Policy**.
- (l) **Excess:** The first amount of each and every claim for which the **We** will not be liable.
- (m) **Excess Period:** The period at the commencement of each and every period of disablement for which no **Benefit** shall be payable.
- (n) **Hospital:** Any establishment that is registered or licensed as a medical or surgical **Hospital** in the country in which it is located and where the **Insured Person** is under the supervision of a registered qualified medical practitioner.
- (o) **In-Patient:** An **Insured Person** who is confined to **Hospital** on the instructions of a registered qualified medical practitioner in order to receive medical care and treatment having sustained **Bodily Injury** or **Sickness** and not solely for any form of nursing, convalescence, rest or extended care.
- (p) **Insured:** As stated in the **Schedule**.
- (q) **Insured Journey:** Any time during the **Period of Insurance** whilst an **Insured Person** is travelling to a destination outside the United Kingdom the Channel Islands and the Isle of Man (or within the United Kingdom the Channel Islands and the Isle of Man if such travel includes an overnight stay &/or an internal flight) or Country of Domicile from time of leaving an **Insured Person's** place of residence or place of employment (whichever is left last) until arrival back at an **Insured Person's** place of residence or place of employment (whichever is reached first).
- (r) **Insured Person:** Any person or category of person stated in the **Schedule**.
- (s) **Insurer:** In respect of the cover provided under:-
 - (i) all sections other than Section B.6 – Legal Expenses, W. R. Berkley UK Limited, an Appointed Representative of W. R. Berkley Syndicate Management Limited.
 - (ii) Section B.6 – Legal Expenses, the **Legal Expenses Insurer**.

- (t) **Legal Expenses Insurer:** DAS Legal Expenses Insurance Company Limited (DAS), DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered Number: 103274. DAS is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- (u) **Maximum Benefit Any One Person:** The maximum **Benefit** payable in respect of any one **Insured Person** for all claims arising from one event source or original cause.
- (v) **Operative Time of Cover – Personal Accident**
- ACC1 24 Hours
- 24 hours a day, worldwide
- ACC2 Full Occupational Cover
- Whilst an **Insured Person** is carrying out his occupational duties for **You**.
 - At any time whilst on **Your** premises.
 - Whilst travelling between an **Insured Person's** place of residence (normal or temporary) and place of work.
 - Whilst travelling between places of work where the travel is at **Your** expense.
 - Whilst on a **Business Journey**.
- (w) **Operative Time of Cover – Travel**
- BT1 Business Travel
- Whilst on a **Business Journey**.
- BT2 All Travel
- Whilst on an **Insured Journey**.
- (x) **Period of Insurance:** The period stated in Item 4 of the **Schedule** and/or as revised by **Endorsement** attaching to this **Policy**.
- (y) **Policy:** This document, the **Schedule** and any **Endorsements**.
- (z) **Proposal:** Any signed proposal form, **Statement of Fact**, or information provided by or on behalf of **You** for **Us** to consider providing cover and determining the premium.
- (aa) **Schedule:** The **Schedule** and Schedule of Benefits attached to this **Policy**.
- (bb) **Sickness:** An illness of the **Insured Person** which becomes manifest during the **Period of Insurance** and **Operative Time of Cover** and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation.
- (cc) **Statement of Fact:** Information that **We** have used in determining the terms and premium for this **Policy** that have been advised to **You** and that **You** have confirmed in writing to be correct.
- (dd) **Upper Age Limit:** 75 years of age or as revised by **Endorsement** attaching to this **Policy**. Cover shall apply until the end of the **Period of Insurance** during which an **Insured Person** attains the **Upper Age Limit**.
- (ee) **War:**
- (i) invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act condition or warlike operation incidental to war
 - (ii) warlike action by a regular or irregular military force or civilian agents or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
 - (iii) insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by governmental or martial authority in hindering or defending against any of these.
- (ff) **Weekly Wage:** The total weekly remuneration excluding payments for overtime, commission or bonus payable to the **Insured Person** at the date of occurrence of **Bodily Injury**.
- (gg) **You, Your:** The **Insured** as stated in the **Schedule**.
- (hh) **We, Us, Our:** The **Insurers**.

What We Cover

We agree, subject to the terms, conditions, exclusions and limitations of this **Policy**, to:-

- (a) Compensate **You** under Section A – Personal Accident if during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** up to the amount stated in the **Schedule**;
- (b) Indemnify **You** under Section B – Business Travel if during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** or contracts **Sickness** or suffers a loss as defined in Sections B.1 to B.6.

General Policy Conditions

Applicable to all sections of this **Policy** unless stated to the contrary.

- (a) **Assignment**
Neither this **Policy** nor any right described within this **Policy** may be assigned or transferred unless agreed by **Us** in writing.
- (b) **Changes to Business Activities and Occupations**
 - (i) Any change in **Your** business activities that involves increased risk must be notified to **Us** and agreed in writing.
 - (ii) Any change to the **Insured Person's** occupation in which greater risk may be incurred than in the occupation originally disclosed must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes without delay may result in the **Policy** not operating and any claim not being paid in part or in full. Special terms may have to be applied and an additional premium may be required.

- (c) **Failure to Comply with Policy Conditions**
If **You** or an **Insured Person** does not comply with any obligation to act in a certain way specified in this **Policy**, this may prejudice **Your** or the **Insured Person's** position to recover under any claim.
- (d) **Law Applicable**
This **Policy** shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder unless otherwise agreed.
- (e) **Non-disclosure and/or Misrepresentation**
In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information **You** have given to **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay any claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the right to cancel below.

We or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of the **Policy**.

If **You** become aware that information **You** or anyone acting on **Your** behalf has given **Us** is inaccurate, **You** must inform **Your** insurance broker without delay.

- (f) **Reasonable Care**
You and the **Insured Persons** shall take reasonable care to avoid and prevent **Bodily Injury** or **Sickness** and to maintain the safety of any **Personal Baggage** and/or **Money** insured.

- (g) **Rights of Third Parties** (not applicable to Section B.6 – Legal Expenses)
A person, including an **Insured Person**, or company who is not party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (h) **Sanctions**
We will not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any **Benefit** under this **Policy** to the extent that the provision of cover, payment of claim or provision of **Benefit** would expose **Us** or **Our** parent company or **Our** parent company's ultimate controlling entity 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.

General Exclusions

We shall not be liable to pay compensation: -

- (a) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.
- (b) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination.
- (c) In respect of **War** (whether declared or not) whilst an **Insured Person** is in the United Kingdom or Country of Domicile.
- (d) If an **Insured Person** is in any location to which the Foreign & Commonwealth Office (FCO) have advised against "all travel" unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

However, if an **Insured Person** is already within a location on the date the FCO issues a warning against "all travel" to that location cover will be maintained as stated in the **Schedule** for a period of 7 days. Thereafter cover will cease unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

Travel advice can be obtained from the Foreign & Commonwealth Office on 0845 850 2829 or by visiting their website at: www.fco.gov.uk/travel.

Claims Procedure

Without delay after the occurrence of an incident which may be the subject of a claim under this **Policy You** shall give notice to **Us** and supply without cost to **Us** such certificates, receipts or evidence which may be required.

For a claim under:

Section B.1 – Medical Expenses and Emergency Travel & Repatriation Expenses, or

Section B.4 – Curtailment &/or Replacement (where **Curtailment** or Replacement is due to **Bodily Injury** or **Sickness** of an **Insured Person**)

the **Insured Person**, or someone on their behalf must contact:

Healix International, who provide global assistance on **Our** behalf and operate a 24/7 Operations Centre

Telephone: +44 (0)20 8763 4814

Facsimile: + 44 (0)20 8763 3035

Email: internationalhealthcare@healix.com

N.B.: If urgent medical attention is required the Insured Person should contact the local emergency services in the first instance.

When contacting Healix International they will need:

- The name and contact details of the person requiring assistance
- **Your** name and **Policy** number
- The extent of injury or illness and the assistance required
- Contact details of the medical facility that the **Insured Person** is attending and the name and contact number for the treating doctor.

Section B.6 – Legal Expenses

If **You** or an **Insured Person** need to make a claim under the Section B.6 – Legal Expenses **You** or an **Insured Person** should telephone DAS, the **Legal Expenses Insurer** on 0844 893 9315, or +44 (0)117 934 2627 if **You** or an **Insured Person** are dialling from outside the United Kingdom.

If the **Insured Person** prefers to report their claim in writing, the **Insured Person** can send it to the following address:

Claims Department
DAS Legal Expenses Insurance Company Limited
DAS Parc, Unit 4 Greenway
Bedwas House Industrial Estate
Bedwas
Caerphilly, CF83 8DW

The **Insured Person** may prefer to email their claim to the **Legal Expenses Insurer** at newclaims@das.co.uk

The **Legal Expenses Insurer** will ask **You** or the **Insured Person** about the legal dispute and if necessary call **You** or the **Insured Person** back at an agreed time to give **You** or the **Insured Person** legal advice. At this point the **Legal Expenses Insurer** will not be able to tell the **Insured Person** whether the **Insured Person** is covered, but will pass the information the **Insured Person** has given to the **Legal Expenses Insurer** to the **Legal Expenses Insurer's** claims handling teams and explain what to do next.

All other Sections of the Policy

Notification should be made to:

W. R. Berkley UK Limited
Accident & Health Claims
2nd Floor, 40 Lime Street,
London EC3M 7AW
Telephone: + 44 (0)20 7280 9000
Email: paclaims@wrbunderwriting.com

How We Will Handle Your Claim

We will ask for a claim form to be completed and for **You** to provide all reasonable and necessary evidence including receipts and invoices as may be required by **Us** in support of the claim at **Your** expense. If insufficient information is supplied **We** will tell **You** what further information is required. If **We** do not receive the required information **We** may reject the claim or withhold payment until such information is received.

The **Insured Person** must give their consent on the claim form or related communications to enable **Us** to obtain medical reports and records from any medical practitioner who has treated the **Insured Person**. If such permission is not given **We** may not pay the claim.

We may ask the **Insured Person** to attend independent medical examinations for which **We** will pay the cost. If the **Insured Person** fails to co-operate or attend such examinations **We** may reject the claim.

In the event of the death of an **Insured Person** **We** have the right to request a post-mortem examination to be carried out at our expense. If refused **We** may not pay the claim.

We reserve the right to contact any third party to verify any loss or claim made under this **Policy**.

If **You** or an **Insured Person** fails to comply with any reasonable request in connection with **Our** claims procedure **We** may not pay the claim.

Claims Policy Conditions

(a) **False or Fraudulent Claims**

If a claim is in any respect false or fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any **Benefit** under this **Policy** **We** can refuse to pay the whole of the claim and may recover from **You** any sums already paid in respect of the claim. **We** may also by notice 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, **You** will not have any cover following the termination, and will not be entitled to any return of premium.

(b) **Interest on Benefit Payment**

We will not pay interest on any **Benefit** payable.

(c) **Other Insurances**

If at the time of a claim any other insurance policy or national programme covers **You** or an **Insured Person** **We** shall only pay a proportion of the claim which shall be determined by reference to the cover provided under each of the policies. Such condition shall not apply to benefits under Section A – Personal Accident which shall be payable in full.

(d) **Payment of Claims Monies**

The receipt of final payment of any **Benefit** payable under this **Policy** by **You** or an **Insured Person** or their **Appointed Representative** shall discharge **Us** from any obligation under this **Policy**.

(e) **Recovery from Third Parties**

In the event that a third party is held liable for all or part of any claim paid under this **Policy** **We** may exercise **Our** legal right to pursue the third party and to recover **Our** outlay. **You** or an **Insured Person** will upon **Our** request agree to and permit **Us** to what may become necessary or reasonable for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising **Our** right against the third party.

Cancellation

(a) **How and Why We May Cancel Cover**

We may cancel this **Policy** by giving **You** 30 days' notice in writing. **We** will only do this for a valid reason, examples of which are as follows:

- Non-payment of premium
- A change in risk occurring which means **We** can no longer provide **You** with insurance cover
- Failure to co-operate or supply any information or documentation

(b) **If You Want to Cancel Cover**

You may cancel this **Policy** by giving 30 days' notice in writing to **Us** at:

W. R. Berkley UK Limited
40 Lime Street
London
EC3M 7AW

Subject to no claim having been made and a declaration received that there are no claims pending notification **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six months the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

POLICY SECTION A - PERSONAL ACCIDENT

Note: Where reference is made to Items A.1 – A.12, inclusive, **You** should refer to the **Schedule** which should be read in conjunction with this **Policy**.

Definitions

The following definitions apply to Section A of this **Policy**.

- (a) **Burns:** Full-thickness burns where the epidermis and dermis are destroyed.
- (b) **Facial Scarring:** Permanent scarring of the face.
- (c) **Hemiplegia:** The permanent and total paralysis of one side of the body.
- (d) **Loss of Limb:**
 - 1. in the case of a leg permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
 - 2. in the case of an arm permanent physical severance at or above the wrist or permanent and total loss of use of a complete hand or arm.
- (e) **Loss of Sight:** Permanent and irrecoverable loss of sight:
 - 1. in both eyes if the **Insured Person's** name is added to the Register of Blind Persons
 - 2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means seeing at 3 feet what an **Insured Person** should see at 60 feet).
- (f) **Loss of Speech or Hearing:** Permanent total and irrecoverable loss of speech or hearing.
- (g) **Medical Expenses:** All reasonable expenses necessarily incurred in respect of medical treatment required by an **Insured Person** as a direct result of sustaining **Bodily Injury**.
- (h) **Paraplegia:** The permanent and total paralysis of the two lower limbs.
- (i) **Permanent Partial Disablement:** Permanent partial disablement of a body member as stated in the **Schedule**.
- (j) **Permanent Total Disablement:** Total and absolute disablement caused other than by **Loss of Limb, Loss of Sight, Loss of Speech or Hearing**, which will entirely prevent the **Insured Person** from engaging in his usual occupation for the remainder of his life.
- (k) **Quadriplegia:** The permanent and total paralysis of the two upper limbs and two lower limbs.
- (l) **Temporary Partial Disablement:** Disablement which prevents the **Insured Person** from attending to at least 50% of the **Insured Person's** usual occupational duties.
- (m) **Temporary Total Disablement:** Disablement which temporarily prevents the **Insured Person** from attending to any part of the **Insured Person's** usual occupation.

What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** resulting in a valid claim under Items A.1 to A.12 as stated on the **Schedule** We will pay **You** up to the amount stated in the **Schedule**.

If a **Benefit** is not provided under this **Policy** for one or more of the Items A.1 – A.12 it shall be stated as “Not Operative” on the **Schedule**.

The following shall be deemed to be **Bodily Injury** and therefore subject to cover under this section:

Disappearance

If an **Insured Person** disappears and after twelve months it is reasonable to believe such **Insured Person** has died as a direct result of injury caused by an **Accident** then compensation under Item A.1 – Death will become payable subject to a signed undertaking that if the **Insured Person** is subsequently found to be alive the compensation paid will be refunded to **Us**.

Exposure

The **Insured Person** suffering death or disablement as a result of exposure to the elements.

What We Do Not Cover

The following exclusions apply to Section A of this **Policy**.

We shall not be liable to pay any claim:-

- (a) in respect of **Bodily Injury** which arises directly or indirectly from or in connection with or is aggravated by:-
 1. an **Insured Person**
 - a. committing a criminal act
 - b. committing or attempting to commit suicide or intentional self-injury
 2. **Sickness** or disease (not resulting from **Bodily Injury**)
 3. any gradually operating cause
- (b) after the expiry of the **Period of Insurance** during which the **Insured Person** attains the **Upper Age Limit**
- (c) exceeding the:
 1. **Accumulation Limit**
 2. **Maximum Benefit Any One Person**as stated in the **Schedule**.

Additional Benefits

The following Additional Benefits shall only be payable if:

- cover has not been restricted by **Endorsement** attaching to this **Policy**, and
- a valid claim is being submitted under Items A.1 to A.12 (as stated under each additional benefit listed below).

If during the **Period of Insurance** and **Operative Time of Cover** the **Insured Person** sustains **Bodily Injury** resulting in a claim for an Additional Benefit specified below **We** will pay **You** up to the amount stated in the **Schedule**.

- (a) Coma Benefit
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 as stated on the **Schedule** and is confined to **Hospital** as an **In-Patient** in a comatose state.
- (b) Commuting Expenses
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Item A.11 or A.12 and the sole cause of the **Insured Person's** temporary disablement is medically certified as his inability to travel in his usual way to work by either driving or travelling on public transport. **We** will indemnify **You** on behalf of the **Insured Person** for any reasonable and necessary costs incurred for services of a licensed taxi or mini cab to and from the **Insured Person's** usual place of work and their place of residence. In this instance Commuting Expenses may be paid at the discretion of the **Us** instead of Item A.11 or A.12, where applicable, in accordance with the Benefit Limit stated in the **Schedule** under the applicable category for the **Insured Person**.
- (c) Dental Expenses
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 to A.12 as stated on the **Schedule** and such **Bodily Injury** is caused by a direct external impact to the **Insured Person's** mouth that results in damage to an **Insured Person's** teeth, gingival tissues, dental alveoli, dentures (whilst being worn), crowns and bridges. **We** agree to pay all reasonable costs necessarily incurred on the advice of a qualified medical practitioner for treatment to rectify the damage sustained.
- (d) Dependents Benefit
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Item A.1.
- (e) Funeral Costs
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Item A.1 as a contribution towards funeral and associated costs.
- (f) Hospitalisation
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 and is confined to **Hospital** as an **In-Patient**.

- (g) **Medical Expenses**
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 in respect of **Medical Expenses** reasonably and necessarily incurred by **You** or an **Insured Person** on the advice of a qualified medical practitioner provided that if **You** or an **Insured Person** is able to recover any such **Medical Expenses** under any other insurance or from any other source **We** shall not be liable for more than the difference between such recovery and the total cost of **Medical Expenses**.
- (h) Out-Patient Treatment Travel Expenses
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 to A.12 for reasonable and necessarily incurred travel costs for travelling to and from an **Insured Person's** place of residence or place of work and **Hospital** in order to attend out-patient appointments for treatment of the **Bodily Injury** sustained.
- (i) Personnel Replacement Expenses
Benefit is payable to **You** if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 or A.4 to A.7 for the costs incurred in employing a temporary contract worker from a registered recruitment company as a direct replacement for the **Insured Person** whilst recruiting for a permanent replacement.
- (j) Retraining & Rehabilitation Benefit
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 or A.4 to A.7 in order to assist with retraining and/or rehabilitation costs.
- (k) Return Home Expenses
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 where such **Bodily Injury** results in the **Insured Person** being physically incapacitated more than 10 miles from the **Insured Person's** place of residence for 72 consecutive hours or more. **We** will indemnify **You** up to the amount stated in the **Schedule** for additional expenses reasonably and necessarily incurred in returning the **Insured Person**, his personal belongings and any portable business equipment carried by them on the journey to the **Insured Person's** place of residence.

Conditions

The following conditions apply to Section A of this **Policy**.

- (a) **Benefit** will be payable under only one of Items A.1 to A.9 in respect of all **Bodily Injury** sustained by an **Insured Person** arising from any one event, source or original cause.
- (b) **Benefit** will be payable under only one of Items A.11 or A.12 in respect of the same period of disablement.
- (c) **Benefit** will cease to be payable under Item A.11 or A.12 immediately payment is made under Item A.1 to A.9.
- (d) If Item A.1 is not covered **We** will not be liable to pay any compensation under Items A.2 to A.9 should the **Insured Person's** death occur within thirteen weeks of the **Accident** causing the **Bodily Injury**.
- (e) **Benefit** will be payable for Item A.8 as stated in the **Schedule** or to the **Maximum Benefit Any One Person** under Item A.8, whichever is the lesser, provided that:
- (i) for forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the percentages shown in the **Schedule** without taking into account an **Insured Person's** occupation
 - (ii) the total **Benefit** payable for more than one of the separate parts of a single body member shall not exceed the **Benefit** which would have been payable in respect of that entire body member
 - (iii) if **Benefit** becomes payable in respect of an entire body member then **Benefit** for parts of that body member cannot also be claimed
 - (iv) the amount of **Benefit** payable for **Bodily Injury** in respect of any part of the **Insured Person's** body already affected by a permanent disability shall be reduced by the percentage of **Benefit** that would have been payable if such pre-existing permanent disability had qualified for **Benefit** hereunder.
- (f) **Benefit** payable under Items A.11 or A.12 in respect of any one **Insured Person** for all periods of disablement arising from one event, source or original cause shall not exceed one hundred and four weeks or the **Benefit Period** stated in the **Schedule** (whichever is the lesser)

- (g) Item A.1 shall be limited to £10,000, or the amount shown in the **Schedule**, whichever is the lesser, in respect of an **Insured Person** who is a **Child**, other than where the **Child** is between 16 years of age and 18 years of age at the time of sustaining **Bodily Injury** and is gainfully employed by **You**.
- (h) In the event that an **Insured Person** is covered under more than one category within the **Schedule** as a result of sustaining **Bodily Injury** then **Benefit** shall only be payable under the highest stated Benefit Limit and not cumulatively.
- (i) In the event of a claim for Commuting Expenses benefit shall be payable until:
 - (i) the **Insured Person** is sufficiently recovered to be able to resume travelling to work in his usual way
 - (ii) the **Benefit Period** as stated in the **Schedule** is reached where Commuting Expenses are being paid instead of Item A.11 or A.12
 - (iii) 12 months from the date of the **Accident** whichever is the sooner.
- (j) In the event of a claim for Dental Expenses where **Bodily Injury** has caused damage to dentures, crowns or bridges the **Benefit** paid will be to replace such items with one of equal type and quality to the original. Furthermore the cost of conducting any corrective treatment to an **Insured Person's** teeth other than as a direct result of **Bodily Injury** shall not be deemed covered under Dental Expenses.
- (k) If an **Insured Person** fails to wear a mouth guard, gum shield or other safety item as may reasonably be expected for participation in a working environment or sporting activity then no **Benefit** shall be payable under Dental Expenses resulting from **Bodily Injury**.
- (l) Hospitalisation Benefit shall not be payable for any period for which a valid claim is made for Coma Benefit.
- (m) Any period of Hospitalisation Benefit or Coma Benefit that is less than a full week shall be payable at an amount equivalent to 1/7th of the amount stated in the **Schedule** for each complete period of 24 hours an **Insured Person** is in **Hospital** as an **In-Patient**.
- (n) In order for Out-Patient Treatment Travel Expenses to be paid a notification of a claim under Item A.2 to A.12 must have been made to and acknowledged by **Us** prior to incurring any such expenses. In **Our** acknowledgement **We** will advise **You** of the reasonable and necessary evidence including receipts and invoices as may be required by **Us** in support of the claim for Out-Patient Treatment Travel Expenses.
- (o) Funeral Costs and/or Hospitalisation Benefit and/or Coma Benefit shall only be payable under Section A – Personal Accident or Section B.1 – Medical Expenses and Emergency Travel & Repatriation Expenses and not both.
- (p) Cover for Out-Patient Treatment Travel Expenses shall automatically cease 104 weeks from the date on which **Bodily Injury** was sustained or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.
- (q) In order for Personnel Replacement Expenses to be paid a notification of a claim under Item A.1, A.4 or A.7 must have been made to and acknowledged by **Us**, together with for Item A.4 or A.7 confirmation that the **Insured Person** is permanently unable to return to work, prior to incurring any such expenses. Furthermore any claim for such expenses must be supported by appropriate documentation and receipts from a registered recruitment company or companies evidencing both the provision of a temporary employee and steps taken to employ a permanent replacement.
- (r) Cover for Personnel Replacement Expenses shall automatically cease 26 weeks from the date on which **We** acknowledge notification of a qualifying claim or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.

POLICY SECTION B - BUSINESS TRAVEL

Note: Where reference is made to Items B.1 – B.6, inclusive, **You** should refer to the **Schedule** which should be read in conjunction with this **Policy**.

SECTION B.1 – MEDICAL EXPENSES AND EMERGENCY TRAVEL & REPATRIATION EXPENSES

Important Notice

Without delay following the occurrence of Bodily Injury or Sickness that is likely to result in a Medical Expenses claim for hospital treatment or the incurring of Emergency Travel & Repatriation Expenses You or the Insured Person must contact the 24/7 Healix International Operations Centre in the United Kingdom on:

Telephone: +44 (0)20 8763 4814

Facsimile: + 44 (0)20 8763 3035

Email: internationalhealthcare@healix.com

Definitions

The following definitions apply to Section B.1 – Medical Expenses and Emergency Travel & Repatriation Expenses of this **Policy**.

(a) **Medical Expenses**

All reasonable costs necessarily incurred outside the **Insured Person's** Country of Domicile for medical, surgical or remedial treatment given or prescribed by a qualified medical practitioner and **Hospital** or nursing home treatment and ambulance charges which cannot be reasonably delayed until the **Insured Person's** return to their Country of Domicile including dental and optical expenses in respect of emergency treatment only.

(b) **Emergency Travel & Repatriation Expenses**

All reasonable additional costs necessarily incurred as a direct consequence of the **Insured Person** having suffered **Bodily Injury** or **Sickness** for:

- (i) travel, accommodation and emergency repatriation of the **Insured Person**
- (ii) a relative, close business associate or friend (less any saving by or recovery available to the person concerned) travelling to be with or remaining with the **Insured Person** where the qualified medical practitioner treating the **Insured Person** advises that the **Insured Person** be so accompanied
- (iii) the transportation of an **Insured Person's** body or ashes in the event of death to the **Insured Person's** Country of Domicile.

What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** or contracts **Sickness** the **We** will indemnify **You** in respect of **Medical Expenses** and **Emergency Travel & Repatriation Expenses** necessarily incurred in returning to the **Insured Person's** Country of Domicile up to the amount stated in the **Schedule**.

If a **Benefit** is not provided under this **Policy** for any part of Items B.1 it shall be stated as "Not Operative" on the **Schedule**.

Worldwide Medical Assistance

A twenty-four hour assistance service is provided on **Our** behalf by Healix International.

Telephone: +44 (0)20 8763 4814

Facsimile: + 44 (0)20 8763 3035

Email: internationalhealthcare@healix.com

N.B.: If urgent medical attention is required the Insured Person should contact the local emergency services in the first instance.

When contacting Healix International they will need:

- The name and contact details of the person requiring assistance
- **Your** name and **Policy** number
- The extent of injury or illness and the assistance required
- Contact details of the medical facility that the **Insured Person** is attending and the name and contact number for the treating doctor.

Assistance Healix International Can Provide

Whilst travelling and working overseas assistance will be provided in the event that an **Insured Person** needs medical treatment.

- Healix International will provide multi-lingual assistance case managers to converse with doctors and **Hospitals** abroad. Names and addresses of the most suitable doctors, **Hospitals**, clinics and dentists available locally may be provided if admission, consultation or minor treatment is required.
- Arrangements will be made for an **Insured Person** to attend a suitable medical facility, or for a doctor to visit where possible, and for hospitalisation, if necessary, and the co-ordination of medical treatment. Where possible, Healix International will place a guarantee of payment with the medical facility.
- A Healix International appointed medical officer will continue to monitor the **Insured Person's** condition.
- Healix International will consult treating physicians for their views on the desirability of arranging repatriation and the best method to be adopted. Wherever necessary the **Insured Person** will be escorted by a qualified medical attendant.
- Specially equipped air ambulances will be available for critical cases on the recommendation of the Healix International Medical Officer (who will liaise with the treating doctor). For less serious conditions, other suitable methods of transport will be used.
- Upon arrival in the **Insured Person's** Country of Domicile, suitable transport will be provided to take the **Insured Person** to a **Hospital** or their place of residence.
- If it is deemed necessary to transport the next of kin to a sick or injured **Insured Person** in line with **Emergency Travel & Repatriation Expenses** provision all the necessary arrangements will be made for the outward and return journeys.

Continuity of Care

We agree to pay up to the amount stated in the **Schedule** for all reasonable and unavoidable **Medical Expenses** incurred within 90 days immediately following an **Insured Person's Emergency Repatriation** whilst an **Insured Person** is a **Hospital In-Patient** within the **Insured Person's** Country of Domicile where prior approval has been given by Healix International on **Our** behalf.

Funeral Costs

We agree to pay up to the amount stated in the **Schedule** for the funeral costs incurred in the burial or cremation of the **Insured Person's** body.

Hospital Benefit

We agree to pay up to the amount stated in the **Schedule** for each complete twenty-four hour period the **Insured Person** spends in **Hospital** outside the **Insured Person's** Country of Domicile up to the **Maximum Benefit Any One Person** stated in the **Schedule**.

What We Do Not Cover

The following exclusions apply to Section B.1 – Medical Expenses and Emergency Travel & Repatriation Expenses of this **Policy**.

We shall not be liable to pay any claim in respect of:-

- (a) any **Medical Expenses** incurred:
 - (i) in the **Insured Person's** Country of Domicile unless incurred for Continuity of Care and approved in advance by Healix International
 - (ii) without the prior consent of Healix International

- (b) **Bodily Injury** or **Sickness** which arises directly or indirectly from or in connection with or is aggravated by:-
 - (i) childbirth within 4 weeks of the expected due date
 - (ii) an **Insured Person**
 - a. committing a criminal act
 - b. committing or attempting to commit suicide or intentional self-injury, other than in respect of **Emergency Travel & Repatriation Expenses** for transporting an **Insured Person's** body or ashes to an **Insured Person's** Country of Domicile
 - c. taking drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction)
 - d. flying other than as a passenger
 - (iii) any gradually operating cause
- (c) any expenses incurred if an **Insured Person** is travelling or intending to travel against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment or medical advice
- (d) any expenses incurred after twelve calendar months from the time of incurring the first expense
- (e) any expenses incurred after the expiry of the **Period of Insurance** during which the **Insured Person** attains the **Upper Age Limit**
- (f) any **Emergency Travel & Repatriation Expenses** incurred without the prior approval of Healix International
- (g) costs which a qualified medical practitioner has agreed can be delayed until after the **Insured Person** has returned to their Country of Domicile
- (h) the **Excess** as detailed in the **Schedule**.

SECTION B.2 – PERSONAL BAGGAGE

Definitions

The following definitions apply to Section B.2 – Personal Baggage of this **Policy**.

- (a) **Personal Baggage**
Personal goods and effects belonging to an **Insured Person** or **Business Equipment** for which he is responsible which are taken by him when travelling or acquired whilst travelling.
- (b) **Business Equipment**
Any articles which are **Your** property or for which the **Insured Person** is responsible which are taken on or acquired during an **Insured Journey** to enable an **Insured Person** to perform their duties on **Your** behalf.

What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured Person** sustains accidental loss, theft or damage of **Personal Baggage** and/or **Business Equipment** then **We** will indemnify **You** on behalf of the **Insured Person** in respect of such loss or damage up to the amount stated in the **Schedule**.

Temporary Loss

In the event of an **Insured Person** temporarily losing his property during the **Operative Time of Cover** then **We** shall reimburse the **Insured Person** in respect of emergency purchases of essential clothing and toiletry articles up to the amount stated in the **Schedule** provided that the **Personal Baggage** is outside his control for at least four hours.

Travel Documents

If during the **Operative Time of Cover** the **Insured Person** loses their passport, visa, **Money** (as defined in Section B.3 - Money), travel tickets or other essential travel documents then **We** will indemnify **You** or the **Insured Person** up to the amount stated in the **Schedule** for the necessary additional costs of replacing the documents.

What We Do Not Cover

The following exclusions apply to Section B.2 – Personal Baggage of this **Policy**.

We shall not be liable for:-

- (a) loss or damage due to wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration
- (b) more than the Single Article Limit as stated on the **Schedule** unless declared to and accepted by **Us**
- (c) **Personal Baggage** left in a vehicle except where the **Personal Baggage** was locked in the boot and/or glove compartment of the vehicle
- (d) loss due to confiscation or detention by customs authority
- (e) any claim for **Business Equipment** covered under any other insurance policy
- (f) loss of and/or theft of **Personal Baggage** and/or **Business Equipment** that has not been reported to the police within 48 hours of discovery of such loss or theft and a police report obtained
- (g) the **Excess** as detailed in the **Schedule**.

SECTION B.3 – MONEY

Definition

The following definition applies to Section B.3 – Money of this **Policy**.

- (a) **Money**
Coins, banknotes, postal and money orders, travellers cheques, letters of credit, travel tickets, credit and debit cards and petrol and other coupons which have a monetary value.

What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured Person** sustains accidental loss of **Money** then **We** will indemnify **You** on behalf of the **Insured Person** in respect of such loss up to the amount stated in the **Schedule**.

Foreign Currency & Traveller Cheques

We shall extend cover against accidental loss in respect of foreign currency and signed travellers cheques obtained from a bank for a period of up to seventy-two hours prior to the commencement of an **Insured Journey** and up to seventy-two hours after the completion of that **Insured Journey**.

What We Do Not Cover

The following exclusions apply to Section B.3 – Money of this **Policy**.

We shall not be liable for:-

- (a) devaluation of currency or shortages due to errors or omissions during monetary transactions
- (b) more than the Cash Limit as stated on the **Schedule** in respect of coins or banknotes unless declared to and accepted by **Us**
- (c) **Money** taken from any unattended vehicle or unaccompanied baggage
- (d) loss due to confiscation or detention by customs authority
- (e) loss of and/or theft of **Money** that has not been reported to the police within 48 hours of discovery of such loss or theft and a police report obtained
- (f) the **Excess** as detailed in the **Schedule**.

SECTION B.4 – CANCELLATION, CURTAILMENT, JOURNEY DISRUPTION, REPLACEMENT EXPENSES & CLOSURE OF TRANSPORTATION ROUTES

Important Notice

Without delay after an occurrence that is likely to result in a Curtailment and/or Replacement Expenses claim You or the Insured Person must contact the 24/7 Healix International Operations Centre in the United Kingdom on:

Telephone: +44 (0)20 8763 4814

Facsimile: + 44 (0)20 8763 3035

Email: internationalhealthcare@healix.com

Definitions

The following definitions apply to Section B.4 – Cancellation, Curtailment, Journey Disruption, Replacement & Closure of Transportation Routes of this **Policy**.

- (a) **Closure of Transportation Routes**
The withdrawal from service of any scheduled air rail or sea crossing on the orders of the Civil Aviation Authority any Port Authority or similar body in any country whether such orders be temporary or permanent.
- (b) **Curtailment**
The premature return to the **Insured Person's** Country of Domicile.
- (c) **Hijack**
The unlawful seizure of an aircraft or other conveyance in which the **Insured Person** is travelling.
- (d) **Replacement Expenses**
All reasonable and necessary expenses incurred in sending a substitute person to complete the original **Insured Person's Insured Journey**. Expenses shall be limited to economy class airfares or standard class rail fares.

What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured** and/or the **Insured Person** incurs irrecoverable expense as a direct and necessary result of:

Cancellation

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured** or the **Insured Person** incurs irrecoverable expense as a direct and necessary result of cancellation of an **Insured Journey** due to any cause outside **Your** control or that of the **Insured Person** **We** will indemnify **You** for pre-booked travel connections and/or pre-booked accommodation or any reasonable pre-paid costs as a part of or in connection with the **Insured Journey** and for which **You** or the **Insured Person** has a contractual liability up to the amount stated in the **Schedule**.

Curtailment

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured** or the **Insured Person** incurs irrecoverable expense as a direct and necessary result of the **Curtailment** of an **Insured Journey** due to any cause outside **Your** control or that of the **Insured Person** **We** will indemnify **You** for any unused portion of pre-booked travel connections and/or pre-booked accommodation or any reasonable pre-paid costs as a part of or in connection with the **Insured Journey** and for which **You** or the **Insured Person** has a contractual liability up to the amount stated in the **Schedule**.

Journey Disruption

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured** or the **Insured Person** is forced to alter an **Insured Journey** due to any cause outside **Your** control or that of the **Insured Person** **We** will indemnify **You** up to the amount stated in the **Schedule** in respect of all reasonable additional travel and accommodation expenses incurred by **You** or the **Insured Person** to continue or conclude the **Insured Journey**.

Replacement Expenses

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured Person** is forced to curtail an **Insured Journey** due to any cause outside **Your** control or that of the **Insured Person** **We** will indemnify **You** up to the amount stated in the **Schedule** in respect of all reasonable **Replacement Expenses** incurred by **You**.

Closure of Transportation Routes

If during the **Period of Insurance** and the **Operative Time of Cover** the **Insured** or the **Insured Person** is forced to alter, cancel or curtail an **Insured Journey** due to the **Closure of Transportation Routes** **We** will indemnify **You** up to the amount stated in the **Schedule** in respect of all reasonable additional travel and accommodation expenses incurred by **You** or the **Insured Person** to continue or conclude the **Insured Journey**.

Hijack

We will pay the amounts stated in the **Schedule** for each complete twenty-four hour period that the **Insured Person** is detained due to **Hijack** subject to the **Maximum Benefit Any One Person** stated in the **Schedule** provided such detention begins during the **Period of Insurance** and the **Operative Time of Cover**. **Benefit** will not be payable until the full amount has been agreed.

Travel Delay

In the event that the **Insured Person's** departure on an **Insured Journey** is delayed as a consequence of:

- (a) delayed departure of aircraft or sea vessel from the specified itinerary supplied due to strike, industrial action, civil commotion or adverse weather conditions, or
- (b) mechanical breakdown of aircraft or sea vessel

We will pay **You** the **Benefit** as stated in the **Schedule** up to the amount **Maximum Benefit Any One Person** stated in the **Schedule**.

What We Do Not Cover

The following Exclusions apply to Section B.4 – Cancellation, Curtailment, Journey Disruption, Replacement & Closure of Transportation Routes of this **Policy**.

We shall not be liable for any claim:-

- (a) Arising from
 - (i) childbirth
 - (ii) pregnancy within 2 months of the expected date of birth
 - (iii) the original **Insured Journey** being made by an **Insured Person** travelling against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment or medical advice
 - (iv) an **Insured Person**
 - a. committing a criminal act
 - b. committing or attempting to commit suicide or intentional self injury
 - c. taking drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction)
 - d. being disinclined to commence or continue an **Insured Journey**
 - (v) the resignation, redundancy or termination of employment of the **Insured Person**
 - a. within 31 days of the commencement of the **Insured Journey**
 - b. during an **Insured Journey**
 - (vi) cancellation, **Curtailment** or postponement of an event organised by **You** and/or any associated and/or subsidiary and/or parent company
 - (vii) the financial circumstances of **You** or the **Insured Person**
 - (viii) the default or financial failure of any provider of transportation or accommodation or of any agent acting on their behalf or any agent acting on behalf of **You** or the **Insured Person**
 - (ix) regulations made by any Public Authority or Government (other than where any Public Authority or Government agency has issued an advisory notice for non-nationals to leave a country or region for reasons of safety and security)
 - (x) orders of the Civil Aviation Authority any Port Authority or similar body in any country (other than in respect of Section B.4 – Closure of Transportation Routes)
- (b) for cancellation following delay of an aircraft sea vessel or train where
 - (i) the **Insured Person** fails to check in according to the supplied itinerary unless the failure to do so was itself due to strike or industrial action, or
 - (ii) the delay is for less than 24 hours from the scheduled departure time

- (c) where the intent of strike or industrial action had been declared and/or was reported in the public domain at the time of arranging the **Insured Journey**
- (d) where **You** or the **Insured Person** had prior notice or knowledge of circumstances likely to give rise to a claim at the time of booking the **Insured Journey**
- (e) in respect of **Curtailment** or **Replacement Expenses** incurred without the prior consent of Healix International
- (f) in respect of additional travel and accommodation expenses incurred due to **Closure of Transportation Routes** that are recoverable from any other source, provider or insurance.

SECTION B.5 - PERSONAL LIABILITY

What We Cover

During the **Period of Insurance** and the **Operative Time of Cover We** will indemnify an **Insured Person** against legal liability for damages in respect of:

- (i) Physical injury to any third party
- (ii) accidental loss of or damage to tangible property.

We will also pay

- (i) all costs and expenses recoverable by a claimant from the **Insured Person**
- (ii) all costs and expenses incurred with **Our** written consent

What We Do Not Cover

The following exclusions apply to Section B.5 – Personal Liability of this **Policy**.

This **Benefit** does not cover liability arising out of:

- (a) Physical injury sustained by:
 - (i) the **Insured Person** or any member of the **Insured Person's** family
 - (ii) any person who is under a contract of service with the **Insured Person** and which arises out of and in the course of such person's employment with the **Insured Person**
- (b) loss or damage to property owned by or in the care custody or control of the **Insured Person** his or her family the servants or agents or employees of **Yours** or the **Insured Person**
- (c) the possession ownership or use of any land or buildings or out of the ownership of any animal
- (d) the possession ownership or use of any: mechanically propelled vehicle, aircraft, hovercraft or watercraft
- (e) the **Insured Person's** criminal wilful or malicious act or omission or insanity or his or her being under the influence of intoxicating liquor or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered qualified medical practitioner other than for drug addiction)
- (f) **Your** or the **Insured Person's** trade business or profession
- (g) any express term of any contract unless such liability would have attached to the **Insured Person** notwithstanding such term
- (h) any circumstances for which indemnity is provided under any other contract of insurance in **Your** name or the **Insured Person's**
- (i) the transmission of any communicable disease or virus.

Conditions

No admission offer promise payment or indemnity shall be made by **You** or an **Insured Person** to any third party without **Our** written consent. **We** shall be entitled to take over and conduct in the **Insured Person's** name the defense or settlement of any claim or to prosecute in the **Insured Person's** name for **Our** own benefit any claim for indemnity or damages or otherwise and **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured Person** shall provide information and assistance as requested by **Us**.

Every letter, claim, writ, summons and process shall be forwarded to **Us** without delay. Written notice shall also be given to **Us** as soon as the **Insured Person** receives notification of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

We may at any time pay to the **Insured Person** in connection with any claim or series of claims the Benefit Limit stated in the **Schedule** (after deduction of any sum(s) already paid) or any lesser amount for which such claim(s) can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

SECTION B.6 - LEGAL EXPENSES

This Section of the **Policy** is underwritten and administered by the **Legal Expenses Insurer**.

The **Legal Expenses Insurer** is covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if the **Legal Expenses Insurer** cannot meet the **Legal Expenses Insurer's** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Definitions

The following definitions apply to Section B.6 – Legal Expenses of this **Policy**.

- (a) **Appointed Representative**
The **Preferred Law Firm**, law firm, accountant or other suitably qualified person that the **Legal Expenses Insurer** appoints to act on for the **Insured Person**.
- (b) **Costs and Expenses**
All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed to by the **Legal Expenses Insurer** in accordance with the **Standard Terms of Appointment**. Also the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or pays them with the **Legal Expenses Insurer's** agreement.
- (c) **Countries Covered**
Worldwide.
- (d) **Date of Occurrence**
The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **Date of Occurrence** is the date of the first of these events.
- (e) **Preferred Law Firm**
A law firm or barristers' chambers the **Legal Expenses Insurer** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person** claim and must comply with the **Legal Expenses Insurer's** agreed service standard levels which they audit regularly. They are appointed according to the **Standard Terms of Appointment**.
- (f) **Reasonable Prospects**
For civil cases, the prospects that the **Insured Person** will revoke losses or damages (or obtain any other legal remedy that the **Legal Expenses Insurer** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. The **Legal Expenses Insurer**, or a **Preferred Law Firm**, on their behalf, will assess whether there are **Reasonable Prospects**.
- (g) **Standard Terms of Appointment**
The **Legal Expenses Insurer's** terms and conditions (including the amount the **Legal Expenses Insurer** will pay an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Insured Incident

The **Legal Expenses Insurer** will negotiate for the **Insured Person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured Person** during the Insured Journey.

What an Insured Incident Does Not Include

A claim relating to the following:

- (a) illness or injury that happens gradually
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **Insured Person**
- (c) a claim for Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air
- (d) clinical negligence
- (e) defending an **Insured Person's** legal rights, but defending a counter-claim is covered.

What We Cover

Section B.6 – Legal Expenses will cover the **Insured Person**.

The **Legal Expenses Insurer** agrees to provide the insurance in Section B.6 – Legal Expenses in accordance with the operative cover stated in the **Schedule** as long as:

- (a) the **Date of Occurrence** of the **Insured Incident** happens during the **Period of Insurance**; and
- (b) any legal proceedings will be dealt with by a court, or other body which the **Legal Expenses Insurer** agrees to in the **Countries Covered**; and
- (c) **Reasonable Prospects** exist for the duration of the claim
- (d) in civil claims it is always more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy which the **Legal Expenses Insurer** has agreed to) or make a successful defence; and
- (e) the **Insured Incident** occurred in the **Countries Covered**; and
- (f) the premium has been paid.

The most the **Legal Expenses Insurer** will pay for all claims resulting from one or more event arising from the same time or from the same originating cause is £50,000.

For all **Insured Incidents**, the **Legal Expenses Insurer** will pay an **Appointed Representative**; on the **Insured Person's** behalf, **Costs and Expenses** incurred following an **Insured Incident**, providing that;

- (a) The most the **Legal Expenses Insurer** will pay for all claims resulting from one or more event arising from the same time or from the same originating cause is £50,000.
- (b) The most the **Legal Expenses Insurer** will pay in **Costs and Expenses** is no more than the amount the **Legal Expenses Insurer** would have paid to a **Preferred Law Firm**. The amount the **Legal Expenses Insurer** 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 the **Legal Expenses Insurer** within the time limits allowed that the **Insured Person** wants to appeal. Before the **Legal Expenses Insurer** pay the **Costs and Expenses** for appeals, the **Legal Expenses Insurer** 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 **Policy**, the **Legal Expenses Insurer** must agree that **Reasonable Prospects** exist, and
- (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 the **Legal Expenses Insurer** will pay in **Costs and Expenses** is the value of the likely award.

In an 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 **Standard Terms of Appointment** and these will not be paid by the **Legal Expenses Insurer**.

Eurolaw Legal Advice Helpline

The **Legal Expenses Insurer** will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to the **Insured Person's Insured Journey**, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

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 to 5pm, Monday to Friday, excluding public and bank holidays. If the **Insured Person** calls outside these times a message will be taken and a return call arranged within operating hours.

To help check and improve service standards the **Legal Expenses Insurer** records all calls. The **Legal Expenses Insurer** will not accept responsibility if the Helpline Service fails for reasons the **Legal Expenses Insurer** cannot control.

To contact the above service telephone the **Legal Expenses Insurer** on 0344 893 9315 if dialling from within the United Kingdom, or +44 (0)117 934 2627 if dialling from outside the United Kingdom. When telephoning, please quote **Your Policy** number and reference **TV1/4682505**.

What We Do Not Cover

The **Legal Expenses Insurer** shall not be liable for:

- (a) Any claim where the **Insured Person** has failed to notify the **Legal Expenses Insurer** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claims or the **Legal Expenses Insurer** consider their position have been prejudiced
- (b) **Costs and Expenses** incurred before the **Legal Expenses Insurer's** written acceptance of a claim
- (c) Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority
- (d) An **Insured Incident** intentionally brought about by an **Insured Person**
- (e) A legal action that an **Insured Person** takes which the **Legal Expenses Insurer** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders the **Legal Expenses Insurer** or the **Appointed Representative**
- (f) A claim relating to written or verbal remarks which damage an **Insured Person's** reputation
- (g) A dispute with the **Legal Expenses Insurer** not otherwise dealt with under Condition (l).
- (h) **Costs and Expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry
- (i) A claim against **Us** or **Our** agents
- (j) A claim against any insurance intermediary agent of **Ours**
- (k) A claim caused by, contributed to, by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (iii) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
 - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (l) Any claim where the **Insured Person** is not represented by a law firm, barrister or tax expert.

Conditions

- (a) On receiving a claim, if legal representation is necessary, the **Legal Expenses Insurer** will appoint a **Preferred Law Firm** as the **Insured Person's Appointed Representative** to deal with the **Insured Person's** claim. The **Legal Expenses Insurer** will try to settle the **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 the **Insured Person's Appointed Representative** who is not a **Preferred Law Firm**, the **Legal Expenses Insurer** 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 the **Legal Expenses Insurer** will pay is the amount the **Legal Expenses Insurer** would have paid if they had agreed to the **Standard Terms of Appointment**. The amount the **Legal Expenses Insurer** 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 the **Legal Expenses Insurer** at all times and must keep the **Legal Expenses Insurer** up to date with the progress of the claim.
- (e) An **Insured Person** must:
 - (i) keep to the terms and conditions of this Section
 - (ii) take reasonable steps to avoid and prevent claims
 - (iii) take reasonable steps to avoid incurring unnecessary costs

- (iv) send everything the **Legal Expenses Insurer** ask for, in writing
 - (v) report to the **Legal Expenses Insurer** full and factual details of any claim as soon as possible and give the **Legal Expenses Insurer** any information the **Legal Expenses Insurer** needs.
- (f)
- (i) The **Insured Person** must co-operate fully with the **Legal Expenses Insurer** and the **Appointed Representative**
 - (ii) The **Insured Person** must give the **Appointed Representative** any instructions that the **Legal Expenses Insurer** ask.
- (g) Apart from the **Legal Expenses Insurer**, the **Insured Person** is the only person who may enforce all or any part of this Section of the **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.
- (h) The **Legal Expenses Insurer** will, at the **Legal Expenses Insurer's** discretion, void the **Policy** (make it invalid) from its start date or from the date of claim, or alleged claim, or the **Legal Expenses Insurer** will not pay the claim if:
- (i) a claim the **Insured Person** has made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
 - (ii) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of the **Legal Expenses Insurer's** fraud prevention measures the **Legal Expenses Insurer** will, at the **Legal Expenses Insurer's** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

- (i)
- (i) An **Insured Person** must tell the **Legal Expenses Insurer** if anyone offers to settle a claim. The **Insured Person** must not negotiate or agree settlement with the **Legal Expenses Insurer** written consent.
 - (ii) If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Legal Expenses Insurer** may refuse to pay further **Costs and Expenses**.
 - (iii) The **Legal Expenses Insurer** may decide to pay the **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances the **Insured Person** must allow the **Legal Expenses Insurer** to take over and pursue or settle any claim in the **Insured Person** name. The **Insured Person** must also allow the **Legal Expenses Insurer** to pursue, at the **Legal Expenses Insurer's** own expense and for the **Legal Expenses Insurer's** own benefit, any claim for compensation against any other person and the **Insured Person** must give the **Legal Expenses Insurer** all the information and help the **Legal Expenses Insurer** need to do so.
 - (iv) An **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited, if the **Legal Expenses Insurer** ask for this.
 - (v) An **Insured Person** must take every step to recover **Costs and Expenses** that the **Legal Expenses Insurer** has to pay, and must pay the **Legal Expenses Insurer** any **Costs and Expenses** that are recovered.
- (j) If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if the **Insured Person** dismisses the **Appointed Representative** without good reason, the cover the **Legal Expenses Insurer** provide will end at once, unless the **Legal Expenses Insurer** agrees to appoint another **Appointed Representative**.
- (k) If an **Insured Person** settles a claim or withdraws it without the **Legal Expenses Insurer's** agreement, or does not give suitable instructions to an **Appointed Representative**, the cover the **Legal Expenses Insurer** provides will end at once and the **Legal Expenses Insurer** will be entitled to reclaim any **Costs and Expenses** the **Legal Expenses Insurer** has paid.
- (l) If there is a disagreement about the way the **Legal Expenses Insurer** handles a claim that is not resolved through the **Legal Expenses Insurer's** internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and the **Legal Expenses Insurer**. If there is a

disagreement over the choice of arbitrator, the **Legal Expenses Insurer** will ask the Chartered Institute of Arbitrators to decide.

- (m) The **Legal Expenses Insurer** may at the **Legal Expenses Insurer's** discretion, require the **Insured Person** to obtain, at the **Insured Person's** expense, an opinion from an expert that the **Legal Expenses Insurer** consider appropriate, on the merits of the claim, or proceedings, or on legal principle.. The expert must be approved in advance by the **Legal Expenses Insurer** and the costs agreed in writing between the **Insured Person** and the **Legal Expenses Insurer**. Subject to this, the **Legal Expenses Insurer** will pay the costs of getting the opinion if the experts opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that the **Legal Expenses Insurer** have agreed to) or make a successful defence. If any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, the **Legal Expenses Insurer** will only pay the **Legal Expenses Insurer** share of the claim even if the other insurer refuses the claim.
- (n) This Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or the Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales provide.
- (o) All Acts of Parliament mentioned in this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

How to Make a Claim

If an **Insured Person's** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **Policy**, the **Insured Person** should telephone the **Legal Expenses Insurer** on 0344 893 9011 or +44 (0)117 934 2627. The **Legal Expenses Insurer** will give the **Insured Person** a reference number but at this point are not able to tell the **Insured Person** whether the **Insured Person** is covered but will pass the information the **Insured Person** has given to the **Legal Expenses Insurer's** claims-handling teams and explain what to do next.

The **Insured Person** may prefer to email their claim to the **Legal Expenses Insurer** at newclaims@das.co.uk

How to Make a Complaint

The **Legal Expenses Insurer** always aims to give the **Insured Person** a high quality service. If the **Insured Person** thinks the **Legal Expenses Insurer** have let the **Insured Person** down, please write to the **Legal Expenses Insurer's** Customer Relations Department at:

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

Or the **Insured Person** can phone on **0344 893 9013** or email at customerrelations@das.co.uk. Details of the **Legal Expenses Insurer's** internal complaint-handling procedures are available on request.

If the **Insured Person** is still not satisfied, the **Insured Person** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower
London, E14 9SR

The **Insured Person** can also contact them on: 0800 023 4567 (free from a landline), or 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk.

Website: www.financial-ombudsman.org.uk

The **Insured Person's** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. The **Insured Person** can contact the Legal Ombudsman Service at:

PO Box 6806
Wolverhampton WV1 9WJ

The **Insured Person** can also contact them on 0300 555 0333 or email: enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Using these services does not affect the **Insured Person's** right to take legal action.

Data Protection

To provide and administer the legal advice service and legal expenses insurance, the **Legal Expenses Insurer** must process the **Insured Person's** personal data (including sensitive personal data such as convictions) that the **Legal Expenses Insurer** collects from the **Insured Person** in accordance with the **Legal Expenses Insurer's** Privacy Policy.

To do so, the **Legal Expenses Insurer** may need to send the **Insured Person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give the **Insured Person** legal advice, the **Legal Expenses Insurer** may have to send the information outside the European Economic Area.

In doing this, the **Legal Expenses Insurer** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, the **Legal Expenses Insurer** will not disclose the **Insured Person's** personal data to any other person or organisation without the **Insured Person's** written consent.

For any questions or comments, or requests to see a copy of the information the **Legal Expenses Insurer** holds about the **Insured Person**, please write to the Group Data Protection Controller at the **Legal Expenses Insurer** Head and Registered Office address above.