

Group Personal Accident and Business Travel Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Group Personal Accident and Business Travel policy

This policy is a contract between **you** and **us**.

This policy, any schedule and endorsement should be read as if they were one document.

We will insure **you** under those sections stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the **Channel Islands** depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, any schedule and endorsement carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Section 1 – General definitions

Certain words in this policy have a specific meaning. These words and their meanings are given below and apply wherever they appear in bold.

Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments (unless specifically agreed otherwise) payable by **you** to the **insured person** at the date **bodily injury** is sustained.

Benefit Period

The total period (not necessarily consecutive) for which benefits for **temporary total disablement** and/or **temporary partial disablement** are payable in respect of any one loss to an **insured person**.

Where an **insured person** is employed by **you** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

Bodily Injury

Bodily injury which is caused by an **event**.

Cancellation or Curtailment Limit

The maximum amount for which **we** can be held liable in respect of all claims under section 7 for loss and expense arising out of any one **event**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Child

Any child of an **insured person** who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

Consultants' Costs

Reasonable fees and expenses of **our** chosen consultants necessarily incurred in response to a **kidnap**.

Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of Permanent Residence

The country where an **insured person** resides indefinitely or where an **insured person** has the intent to reside indefinitely.

For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

Country of Secondment

The country where an **insured person**:

- a) temporarily resides under a contract of employment with **you**
- b) undertakes an activity on **your** behalf and at **your** request

for more than 6 months and agreed by **us** in a **country of secondment** endorsement attached to and forming part of this policy.

For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

Deferment Period

The beginning of a period of temporary disablement during which compensation for **temporary total disablement** or **temporary partial disablement** will not be payable.

Director

Any person holding the position of director with **you** excluding any non-executive director unless specifically agreed by **us** in writing.

Electronic Business Equipment

Property owned by **you** and provided to the **insured person** to enable the **insured person** to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by **you**.

Emergency Repatriation Expenses

Reasonable costs including the cost of medical attendants necessarily incurred in transporting the **insured person** to an appropriate hospital or nursing home or to the **country of permanent residence** or the **country of secondment** if recommended by **Zurich Travel Assistance** in conjunction with the local attending **medical practitioner**.

Employee

Any person under a contract of service or apprenticeship with **you** or any person **you** have the right to instruct in his or her performance.

Event

A sudden, unforeseen and identifiable occurrence.

All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event Aggregate Limit

Our maximum liability in respect of all claims for **bodily injury** arising out of any one **event**.

Excluded Territories – Kidnap

The countries or parts of countries stated in the schedule.

Gross Weekly Wage

The gross average weekly equivalent of **annual salary**.

Hijack

The unlawful seizure or taking control of a **conveyance** in which the **insured person** is travelling.

Incidental Holiday

Holiday not exceeding the duration of the business component of a **journey** taken in conjunction with it.

Insured Person

- a) Any person or category of persons as stated in the schedule
- b) except in respect of section 2 any nominated person in respect of whom **we** have agreed to pay **travel expenses**.

Journey

A business journey not exceeding 6 months in duration authorised by **you** and undertaken by an **insured person** and commencing during the period of insurance.

Kidnap

The unlawful abduction and detention of an **insured person** against their will.

Kidnap Aggregate Limit

Our maximum liability during any one period of insurance in respect of **consultants' costs**.

Legal Expenses

- a) Any reasonable fees, expenses and other disbursements necessarily incurred with our written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by **you** or by the **insured person** including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by **us** in connection with such claims or procedures
- b) any costs for which an **insured person** is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

Life-Threatening Situation

Any situation occurring outside the **insured person's country of permanent residence** or **country of secondment** where **Zurich Travel Assistance** agree that the **insured person's** life is in danger.

Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Medical Practitioner

Any legally qualified medical practitioner other than an **insured person**, a member of the immediate family of an **insured person** or a non-executive director of **you**, a **director** or **employee**.

Missed Departure

The failure of a **conveyance** in which an **insured person** is travelling to reach its destination point at the published expected time of arrival resulting in the **insured person** missing the first **conveyance** at the beginning of a **journey** which involves travel outside the **insured person's country of permanent residence** or **country of secondment**.

Missed International Connection

The failure of a **conveyance** in which an **insured person** is travelling to reach its destination point outside the **insured person's country of permanent residence** or **country of secondment** at the published expected time of arrival resulting in the **insured person** missing an onward connecting **conveyance** on which the **insured person** is booked to travel in the course of a **journey**.

Money

Current coinage, current bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the **insured person** on a **journey** and are intended for travel, meals, accommodation and personal expenditure only.

Multi-Engined Aeroplane Limit

Our maximum liability in respect of all claims for **bodily injury** arising out of any one **event** involving the same multi-engined aeroplane.

Natural Catastrophe

An **event** caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

Operative Time

The period of time and/or activities for which **you** or an **insured person** are covered under this policy as stated in the schedule.

Other Forms of Aerial Transport Limit

The maximum amount for which **we** can be held liable in respect of all claims for **bodily injury** arising out of any one **event** involving the same aircraft (not being a multi-engined aeroplane).

Overseas Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and all hospital, nursing home or ambulance charges outside the **insured person's country of permanent residence** or **country of secondment**. Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Paraplegia

The permanent and total paralysis of the 2 lower limbs.

Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the **insured person**.

Permanent Total Disablement

- a) In respect of an **insured person** who is an **employee** and above 16 years of age and below state retirement age: disablement caused other than by **loss of limb, loss of sight, total loss of hearing or total loss of speech** which will in all probability totally prevent the **insured person** from engaging in their **usual occupation** for the remainder of their life
- b) in respect of an **insured person** who is either:
- i) not an **employee**
 - ii) an **employee** who is below 16 years of age or above the state retirement age
- disablement caused other than by **loss of limb, loss of sight, total loss of hearing or total loss of speech** which will in all probability entirely prevent the **insured person** from engaging in any occupation for the remainder of their life.

Personal Property

Personal goods belonging to the **insured person** or for which they are responsible which are taken by them on a **journey**, sent in advance of a **journey** or acquired during a **journey** excluding **money** and **electronic business equipment**.

Quadriplegia

The permanent and total paralysis of all 4 limbs of the body.

Security Costs

Reasonable costs necessarily incurred by **Zurich Travel Assistance** under section 9.

Temporary Partial Disablement

Temporary disablement which prevents the **insured person** from engaging in more than 60% of their **usual occupation**.

Temporary Total Disablement

Temporary disablement which totally prevents the **insured person** from engaging in all elements of their **usual occupation**.

Total Loss of Hearing

Total and permanent loss of hearing.

Total Loss of Speech

Total and permanent loss of speech.

Travel Expenses

All reasonable costs necessarily incurred:

- a) for travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the **insured person** up to a maximum of £10,000 any one claim
- b) for funeral expenses incurred in the burial of the **insured person** outside their **country of permanent residence or country of secondment**
- c) in transporting the **insured person's** body or ashes and **personal property** back to their **country of permanent residence or country of secondment**
- d) by the **insured person** in returning to attend the funeral of a close relative in their **country of permanent residence or country of secondment**.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Usual Occupation

The main occupation of the **insured person** for which they are suited by training and qualifications under a contract of employment with **you**.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

We, Us, Our or Ourselves

Zurich Insurance Company Ltd.

You, Your or Yourselves

The organisation stated in the schedule as the Insured.

Zurich Assistance

Has the same meaning as **Zurich Travel Assistance**.

Zurich Travel Assistance

The coordinator on **our** behalf of a range of services in connection with medical and security and other travel assistance supported by a 24 hour helpline.

Please note that all the assistance services under section 17 and those set out at clause A) and B) of section 18 are supplied by third parties who are contracted by **us**. The following services are provided to **you** by third parties with whom **you** will have a direct contract should **you** elect to receive these services:

- Airport Breakdown Assistance (Motor)
- Home Emergency
- Check-In Service
- Meet and Greet Service
- Airport Lounge Access

as stated under clauses C) to G) of section 18.

Section 2 – Personal accident

The Cover

If an **insured person** sustains **bodily injury** during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement **we** will pay **you** the appropriate benefit stated in the schedule.

In respect of any one **insured person** a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by **us** to **you**.

In respect of an **insured person** under the age of 16 the maximum compensation payable under benefit 1 will be £20,000.

2.1 Childcare Costs and Domestic Staff Expenses

In the event of a claim being agreed by **us** for **temporary total disablement** **we** will indemnify **you** on behalf of the **insured person** for childcare costs and domestic staff expenses up to a maximum of £500 per week for a maximum period of 26 weeks or until the date of return full time to **usual occupation** whichever is the lesser period.

2.2 Coma Benefit

In the event of the continuous unconsciousness of the **insured person** caused solely and independently by **bodily injury** sustained during the **operative time** **we** will pay **you** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

2.3 Corporate Events Cover – Employees and Guests

The **operative time** includes participation by **employees** and **your** guests in corporate events including expensed business meals.

Provided always that:

- a) the benefit will be restricted to benefits 1, 2, 3A, 3B and 4 of the schedule; and
- b) the amount payable will be £20,000 except where the **employee** is an **insured person** when the amount payable will be the amount stated in the schedule or £20,000 whichever is the greater.

2.4 Corporate Reputation Protection

If an **insured person** sustains **bodily injury** during the **operative time** that within 3 months solely and independently of any other cause results in death, **total loss of hearing, loss of limb, loss of sight or total loss of speech** **we** will pay up to a maximum amount of £10,000 for:

- a) the engagement of image and public relations consultants
- b) the release of information through the media

directly in connection with and within 15 days of such **bodily injury** in order to protect and positively promote **your** image.

Provided always that **you** must contact **Zurich Assistance** as soon as possible where it is **your** intention to use the assistance services provided under this clause.

2.5 Damage to Personal Property Following Assault

If an **insured person** sustains loss of or damage to their **personal property** as a result of unprovoked assault during the **operative time** **we** will pay **you** the amount of such loss or damage up to a maximum of £1,000.

2.6 Dental Injury Expenses

If an **insured person** sustains loss of or damage to teeth or fixed dentures during the **operative time** **we** will pay **you** for the cost of necessary dental treatment required within 12 months of the **event** giving rise to the loss or damage up to a maximum amount of £2,000.

2.7 Dependants' Benefit

If a payment is made under benefit 1 **we** will pay **you** an amount per **child** of 5% of the amount stated under benefit 1 subject to a maximum of £5,000 per **child** and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

2.8 Disability Assistance

If an **insured person** sustains **bodily injury** during the **operative time** that within 24 months solely and independently of any other cause results in either **paraplegia** or **quadriplegia** **we** will pay **you** up to £25,000 for expenses incurred with **our** prior written consent for alterations that are required to the **insured person's** home or car.

Provided always that expenses must have been incurred within 12 months of **you** receiving a benefit payment for either **paraplegia** or **quadriplegia** from **us**.

2.9 Disappearance

If an **insured person** disappears and after a suitable period of time as judged by the appropriate legal authority it is reasonable to believe that the **insured person's** death resulted from **bodily injury** during the **operative time** we will pay **you** the amount stated under benefit 1. If it later transpires that the **insured person** has not died any amount paid will be refunded by **you** to **us**.

2.10 Domestic Travel Expenses

If an **insured person** sustains **bodily injury** while on a **journey** during the **operative time** and requires an in-patient hospital admission within the **insured person's country of permanent residence** or **country of secondment** we will pay **you** up to a maximum amount of £5,000 for all reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the **insured person** until the **insured person's** return to the place where the **insured person** permanently resides within the country where they are an in-patient
- b) the return transportation of the **insured person** to the place where the **insured person** permanently resides within the country where they are an in-patient
- c) the transportation of the **insured person** to their final resting place within their **country of permanent residence** or **country of secondment** in the event of the death of the **insured person** as a result of such **bodily injury**.

2.11 Exposure

If an **insured person** suffers unavoidable exposure to the elements during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement **we** will pay **you** in accordance with the benefits stated in the schedule.

2.12 Facial Scarring

If an **insured person** sustains **bodily injury** during the **operative time** which results in permanent scarring to no less than 15% of the facial area **we** will pay **you** up to a maximum amount of £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

2.13 Funeral Expenses

If a payment is made under benefit 1 **we** will pay **you** up to a maximum amount of £10,000 for reasonable funeral expenses. **We** will not be liable for more than the **event aggregate limit** stated in the schedule.

2.14 Hijack or Kidnap

If an **insured person** is the victim of **hijack** or **kidnap** during the **operative time** the cover provided under this section will remain in force until the **insured person** has returned to their **country of permanent residence** or **country of secondment** or until a period of 12 months from the date of the **hijack** or **kidnap** has expired whichever will occur first.

2.15 Hospitalisation Benefit

If an **insured person** is admitted to hospital as an in-patient as a result of **bodily injury** sustained during the **operative time** **we** will pay **you** £375 for each full week of hospitalisation up to a maximum of 52 weeks.

2.16 Medical Expenses

If an **insured person** incurs **medical expenses** as a result of **bodily injury** sustained during the **operative time** **we** will pay **you** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

2.17 Moving Costs

Where an **insured person** sustains **bodily injury** resulting in **permanent total disablement** and **we** agree to a claim for such disablement **we** will pay **you** on behalf of the **insured person** up to a maximum of £25,000 for estate agent's fees, stamp duty and removal costs incurred by the **insured person** within 24 months of the **event** giving rise to the disablement as a result of which it becomes necessary to move the **insured person's** permanent residence to an alternative permanent residence.

2.18 Out-patient expenses

If an **insured person** is required to travel to hospital as an out-patient as a result of **bodily injury** sustained during the **operative time** **we** will pay **you** up to £100 per week for reasonable travel costs necessarily incurred by the **insured person** up to a maximum amount of £1,000.

2.19 Permanent Partial Disablement

If an **insured person** sustains permanent partial disablement during the **operative time** we will pay you the following percentages of the amount payable under benefit 5 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip knee or ankle	20%
h) lower jaw by surgical operation	30%

Provided always that:

- i) when an **insured person** suffers more than one form of permanent partial disablement as a result of an **event** the percentages from each will be added together but **we** will not pay more than 100% of benefit 5
- ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the **insured person's** occupation
- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

2.20 Personnel Replacement Expenses

If an **insured person** sustains **bodily injury** resulting within 24 months solely and independently of any other cause in death or **permanent total disablement** during the **operative time** we will pay you up to a maximum amount of £10,000 for reasonable costs necessarily incurred in employing a temporary **employee** recruited through a registered recruitment company in order to directly replace the **insured person** up to a maximum period of 26 weeks.

2.21 Physiotherapy

In the event of a claim being agreed by us for **temporary total disablement** we will pay you on behalf of the **insured person** for the cost of physiotherapy up to a maximum of £500.

2.22 Post Traumatic Stress Disorder – Terrorism

If an **insured person** directly witnesses an **event** amounting to an act of terrorism on a **conveyance** other than an aircraft or ship during the **operative time** and without sustaining **bodily injury** suffers post traumatic stress disorder resulting within 6 months of the **event** in **temporary total disablement** we will pay you 50% of the amount payable under benefit 8 but not exceeding £350 per week for a **benefit period** of 13 weeks.

Provided always that this clause will apply only where cover in respect of **temporary total disablement** is stated in the schedule as operative.

2.23 Rehabilitation Support

Where an **insured person** suffers **bodily injury** resulting in disablement for which **we** agree to pay a benefit under this section **we** will at **our** discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the **insured person** in conjunction with the **insured person's** medical advisors and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the **insured person** during the recovery period to minimise the effects of their **bodily injury** and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that **you** or the **insured person** will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich Medical Management other than that cost allowed for under clause 2.21.

2.24 Retraining Expenses – Insured Person or Partner

If we make a payment for **permanent total disablement** we will also pay you up to a maximum amount of £15,000 for reasonable expenses necessarily incurred in retraining the **insured person** for an alternative occupation and in the event of the **insured person** being unable to undertake retraining for any alternative occupation we will pay you up to a maximum amount of £15,000 for reasonable expenses incurred in retraining the **insured person's partner** for an new or alternative occupation.

2.25 Simultaneous Death of Insured Person and Partner

Where **bodily injury** results in the death of an **insured person** and their **partner** in a single **event** and there is a **child** we will pay you 2.5 times the amount stated under benefit 1 but not more than £2,500,000.

2.26 Suicide – Recruitment Costs

In the event of the death of a **director** or **employee** as a result of their suicide or the **permanent total disablement** of a **director** or **employee** as a result of their attempted suicide we will pay you up to a maximum amount of £5,000 for authorised and documented costs incurred in engaging a replacement **director** or **employee**.

2.27 Urgent Expenses Following Death

If an **insured person** sustains **bodily injury** that results in death we will pay you on production of an interim death certificate and in addition to any amount payable for death under benefit 1 up to a maximum amount of £1,000 to cover expenses that require urgent payment while the administration of the **insured person's** estate is being arranged.

2.28 Visitors

If a lawful visitor suffers **bodily injury** while on any premises or at any site of **yours** that results within 3 months solely and independently of any other cause in their death we will pay you £25,000.

Exclusions to Section 2

This section does not cover:

1. Excluded Causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of **bodily injury** or as provided for under clause 2.22

2. Non-Passenger Air Travel

any loss or expenses arising from an **insured person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

3. Suicide or Self-Injury

any loss or expenses arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury.

Section 3 – Business travel: overseas medical expenses

The Cover

We will pay you or the insured person for overseas medical expenses and travel expenses and emergency repatriation expenses incurred as a direct result of an insured person becoming ill or sustaining bodily injury while on a journey during the operative time for a period not exceeding 2 years from the date of the bodily injury or first diagnosis of the illness up to the sum insured in the schedule.

Provided always that you or an insured person must contact Zurich Travel Assistance as soon as possible if illness or bodily injury results in the need for in-patient hospital treatment.

3.1 Premature Childbirth

In the event of the premature birth of a child to an insured person while on a journey outside of the insured person's country of permanent residence or country of secondment during the operative time we will pay you up to the sum insured in the schedule for the overseas medical expenses and repatriation expenses actually incurred in respect of the prematurely born child.

3.2 Foreign Coma Benefit

In the event of an insured person while on a journey becoming ill or sustaining bodily injury resulting in a state of continuous unconsciousness outside their country of permanent residence or country of secondment we will pay you £50 for each day of continuous unconsciousness up to a maximum period of 104 weeks.

3.3 Foreign Hospital Confinement Benefit

In the event of an insured person becoming ill or sustaining bodily injury while on a journey outside their country of permanent residence or country of secondment resulting in their admission to hospital as an in-patient on the advice of a medical practitioner we will pay you £50 for each day of confinement to hospital for a maximum period of 52 weeks.

3.4 Foreign Funeral Expenses

In the event of the death of an insured person while on a journey we will pay up to a maximum amount of £10,000 for the reasonable cost of funeral expenses necessarily incurred outside the insured person's country of permanent residence or country of secondment.

3.5 Search and Rescue Expenses

Where an insured person is reported missing to the appropriate authorities during a journey we will pay you on behalf of the insured person for costs incurred by recognised rescue authorities in searching for and rescuing the insured person up to a maximum amount of £50,000 per insured person provided always that we will not pay more than £100,000 irrespective of the number of insured persons involved in one event.

3.6 Supplementary Hospital Expenses

In the event of a valid claim under this section we will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the insured person's country of permanent residence or country of secondment up to a maximum of £50,000.

3.7 United Kingdom Repatriation Expenses

In the event of an insured person becoming ill or sustaining bodily injury while on a journey within the United Kingdom or the insured person's country of permanent residence or country of secondment and as a direct result requiring hospital treatment as an in-patient we will pay you for the reasonable costs necessarily incurred of transporting the insured person and accompanying medical staff by private ambulance or air ambulance to a hospital local to the insured person's home address up to a maximum amount of £10,000.

Exclusions to Section 3

This section does not cover:

1. Non-Passenger Air Travel

any expense arising from an insured person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

2. Other Insurances

any expense which has been recovered from:

- a) any other insurance policy in the your name or the insured person's name
- b) any national insurance programme which is applicable to the insured person

3. Suicide or Self-Injury

any expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury

4. Travelling against Medical Advice

any expense incurred if an **insured person** is travelling or intending to travel against the advice of a **medical practitioner**

5. Travelling for Medical Treatment or Advice

any expense incurred if an **insured person** is travelling or intending to travel for the purpose of obtaining medical treatment or medical advice

6. Unapproved Emergency Repatriation Expenses

any **emergency repatriation expenses** incurred without the prior consent of **Zurich Travel Assistance**

7. Unapproved Hospital Treatment

any hospital treatment provided on an in-patient basis where the **insured person** has not made all reasonable attempts to obtain the prior consent of **Zurich Travel Assistance** or obtained the consent of **Zurich Travel Assistance** at the first opportunity after such treatment.

Section 4 – Business travel: personal property

The Cover

We will pay you or the **insured person** up to the sum insured in the schedule in the event of loss of or damage to **personal property** on a **journey** during the **operative time** subject to a single article limit for each lost or damaged article of £5,000.

4.1 Delayed Personal Property

We will pay you or the **insured person** up to a maximum amount of £2,000 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a **journey** during the **operative time** an **insured person's personal property** is temporarily lost for more than 4 consecutive hours during the outward or onward trip of the **journey**. Any payment we make will be deducted from the total amount payable under this section if the **personal property** is permanently lost.

4.2 Loss of Keys

We will pay you or the **insured person** for the replacement of the lock mechanisms up to a maximum amount of £1,000 if the keys to the external doors, safes or alarms of the **insured person's** normal place of residence are lost, damaged or stolen while on a **journey** during the **operative time**.

4.3 Passport or Visa Loss During a Journey

We will pay you or the **insured person** up to a maximum amount of £2,000 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if an **insured person** loses or damages their passport while on a **journey** during the **operative time**.

4.4 Pre-journey Loss of Passport or Visa

We will pay you or the **insured person** up to a maximum amount of £500 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if the **insured person's** passport or visa is stolen within the 7 day period immediately prior to the planned commencement of a **journey**.

Provided always that the **insured person** reports the theft of the passport or visa to the Police or other appropriate authorities and obtains a written loss report from them.

Exclusions to Section 4

This section does not cover:

1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

loss or damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other competent authority

3. Excluded Property

loss of or damage to vehicles, their accessories, spare parts or trailers

4. Loss from Unattended Vehicles

loss of **personal property** from any unattended vehicle unless the **personal property** was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended.

Provision to Section 4

New for Old

Where we agree to replace **personal property** that is lost or beyond repair we will pay on the basis of a new item that is substantially the same as the item lost or beyond repair and we will not deduct an amount for wear and tear.

Assistance Services

We will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

Section 5 – Business travel: money

The Cover

We will pay **you** or the **insured person** up to the sum insured in the schedule in the event of loss of or damage to **money** or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a **journey** during the **operative time**. In respect of **money** cover is extended to 120 hours immediately preceding the commencement of a **journey** and for 120 hours immediately following its completion.

Exclusions to Section 5

This section does not cover:

1. Cash Limitation

more than £3,000 per **insured person** in respect of loss of cash

2. Confiscation or Detention

loss due to confiscation or detention by customs or any other authority

3. Failure to Comply with Credit, Debit or Charge Card Terms and Conditions

loss arising from fraudulent use of a credit, debit or charge cards unless the **insured person** has complied where it was reasonably possible with all the terms and conditions under which the card was issued

4. Loss from Unattended Vehicles

loss of **money** from any unattended vehicle unless the **money** was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended

5. Money Shortages and Depreciation

devaluation of currency or shortages due to errors or omissions during monetary transactions.

Assistance Services

We will also provide assistance in replacing cash lost or stolen during a **journey**.

Provided always that:

- a) the value of any cash advanced will not exceed £3,000 and will be deducted from any subsequent claim under this section
- b) where the value of the cash advanced exceeds the amount of any subsequent claim under this section **you** will reimburse **us** the difference between the value of the cash advance and the amount of such claim
- c) where no claim is made the value of the cash advanced will be reimbursed in full by **you** to **us** upon completion of the **journey**.

Section 6 – Business travel: electronic business equipment

The Cover

We will pay you up to the sum insured in the schedule in the event of loss of or damage to **electronic business equipment** on a **journey** during the **operative time**.

Exclusions to Section 6

This section does not cover:

- 1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks**
loss or damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration
- 2. Confiscation or Detention**
loss due to confiscation or detention by customs or any other authority
- 3. Excess**
the first £100 of any loss or damage occurring to **electronic business equipment**
- 4. Loss from Unattended Vehicles**
loss of **electronic business equipment** from any unattended vehicle unless the **electronic business equipment** was out of sight in a glove box or luggage compartment and the vehicle was locked when unattended
- 5. Other Insurances**
loss of or damage to **electronic business equipment** which is insured under any other insurance policy.

Section 7 – Business travel: cancellation, curtailment, rearrangement and replacement expenses

The Cover

If during the **operative time** or between the confirmed booking of the **journey** and the **operative time** any part of the pre-booked travel arrangements for a **journey** are cancelled, curtailed or rearranged as a direct result of any cause outside the control of **you** or the **insured person** we will pay **you** or the **insured person** up to the sum insured in the schedule and subject to the **cancellation or curtailment limit** for:

- a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere; and
- b) reasonable additional travel and accommodation expenses necessarily incurred.

7.1 Missed International Connection and Missed Departure

We will pay **you** or the **insured person** up to the sum insured in the schedule for the reasonable additional costs of travel, accommodation and subsistence necessarily incurred less any amount recoverable elsewhere if an **insured person** suffers a **missed international connection** or **missed departure** during the **operative time**.

Provided always that in respect of **missed international connection** or **missed departure**:

- a) an **insured person** must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the **conveyance** at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the **conveyance**
- b) an **insured person** must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

7.2 Promotional Vouchers and Awards

We will pay **you** or the **insured person** up to the sum insured in the schedule and subject to the **cancellation or curtailment limit** in respect of a **journey** funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable if during the **operative time** any part of the pre-booked travel arrangements for such **journey** are cancelled, curtailed or rearranged as a direct result of any cause outside the control of **you** or the **insured person**.

7.3 Replacement Expenses

We will pay **you** or the **insured person** up to the sum insured in the schedule for reasonable expenses limited to the cost of an air flight and other essential expenses necessarily incurred in sending a substitute person to complete the original **insured person's journey** if during the **operative time** any part of the pre-booked travel arrangements for a **journey** are cancelled, curtailed or rearranged as a direct result of any cause outside the control of **you** or the **insured person**.

7.4 Travel Delay

If the departure of a **conveyance** on which an **insured person** is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a **journey** is delayed due to strike, industrial action, **natural catastrophe**, adverse weather conditions or mechanical breakdown we will pay the **insured person** £75 per hour in excess of the first 4 hours delay up to a maximum of £750.

Exclusions to Section 7

This section does not cover:

1. Cancellation Before Policy Inception

any loss arising from cancellation of pre-booked travel arrangements for a **journey** where the cause of the cancellation occurs prior to the period of insurance

2. Cancellation or Curtailment of an Event held by you

any loss arising from the cancellation or curtailment of an event held by **you** or a subsidiary or parent company of **you**

3. Default of Transport or Accommodation Provider or Agent

any expense arising from the default of any provider or their agent of transport or accommodation or any agent acting for **you** or the **insured person**

4. Disinclination to Travel

any expense incurred solely as a result of disinclination to travel or to continue the **journey**

5. Failure to Check-in

the failure of the **insured person** to check in for any **journey** according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the **insured person**

6. Financial Circumstances

any expense incurred due to **your** or the **insured person's** financial circumstances

7. Non-Passenger Air Travel

any loss or expenses arising from an **insured person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

8. Other Insurances

any loss which is insured under any other insurance policy

9. Pre-existing Circumstances

any expense due to:

- a) failure of the means of transport other than disruption of road or rail services by avalanche, landslide, snow or flood
- b) **natural catastrophe**, strike, labour dispute or mechanical breakdown

which existed or for which advanced warning had been given prior to the date on which the **journey** was booked

10. Prior Redundancy or Termination of Employment

any expense incurred as a result of the **insured person's** redundancy or the termination of their employment more than 31 days prior to a **journey** taking place

11. Public Authority or Government Regulations

any expense incurred as a result of regulations made by any public authority or government

12. Suicide or Self-Injury

any loss or expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury

13. Travelling against Medical Advice or for Medical Treatment or Advice

any expense incurred if an **insured person** is travelling or intending to travel against the advice of a **medical practitioner** or for the purpose of obtaining medical treatment or medical advice

14. Withdrawal from Service of Aircraft or Ship

any claim for cancellation following delay to an aircraft or ship if the delay is due to withdrawal from service temporarily or permanently on the orders of any port authority or the Civil Aviation Authority or any similar body in any country.

Provided always that where cancellation, curtailment, rearrangement or replacement expenses arising from such delay cannot be recovered elsewhere and are as a direct result of **natural catastrophe** we will pay all such reasonable expenses necessarily incurred by **you** or the **insured person** up to the sum insured in the schedule and subject to the **cancellation or curtailment limit**.

Provision to Section 7

Event Limit

The total amount payable under this section in respect of any one **insured person** arising from any one **event** will not exceed the sum insured stated in the schedule.

If the total amount of all claims under this section for loss and expense arising out of any one **event** exceeds the **cancellation or curtailment limit** each individual claim will be proportionately reduced until the total value of all claims does not exceed the **cancellation or curtailment limit**.

Section 8 – Business travel: kidnap

The Cover

We will pay you up to the sum insured in the schedule for **consultants' costs** incurred solely and independently as a result of **kidnap** occurring on a **journey** during the **operative time** and while outside the **insured person's country of permanent residence** or **country of secondment**. Any incident that could give rise to a claim under this section must be notified immediately to **Zurich Travel Assistance**. Their contact number is **+44 (0)1489 868 888**.

Provided always that:

- a) we will not pay for more than the **kidnap aggregate limit**
- b) in the event of any circumstances that could give rise to a claim under this section you will give notice to **Zurich Travel Assistance** by the most expeditious means and provide **Zurich Travel Assistance** with all assistance and information in a timely manner.

Exclusions to Section 8

This section does not cover:

1. Claims by Parent or Guardian

any claim for a **child** by its parent or guardian

2. Damages and Legal Costs

any sums you become legally liable to pay as the result of any legal action for damages including legal costs incurred by you in defence of such action as the result of:

- a) alleged negligence or incompetence in hostage retrieval operations or negotiations following **kidnap**
- b) alleged negligence in not preventing **kidnap**

3. Excluded Territories

any **kidnap** which occurs in the **excluded territories** – **kidnap**

4. Fraudulent, Dishonest or Criminal Acts

loss due to any fraudulent, dishonest or criminal act committed or attempted by you or any **director, employee** or authorised representative of you including any person who has custody of any ransom monies

5. Journey in Excess of 30 Days

any claim for an **insured person** while on a **journey** in excess of 30 days duration

6. Prior Cancellation or Declinature of Kidnap Insurance

any claim if you or the **insured person** have had **kidnap insurance** declined or cancelled

7. Ransom Payments

any sums, property or other consideration surrendered to any person making a ransom demand.

Section 9 – Business travel: personal security assistance

The Cover

In the event of an **insured person** becoming involved in a **life-threatening situation** while on a **journey** during the **operative time** we will pay you up to a maximum amount of £10,000 for **security costs** in extracting the **insured person** from such a situation. Any incident that could give rise to a claim under this section must be notified immediately to **Zurich Travel Assistance**. Their contact number is **+44 (0)1489 868 888**.

Exclusions to Section 9

This section does not cover:

1. Dangerous Areas

any costs incurred in a country or part of a country where:

- a) prior to the commencement of the **journey** the Foreign and Commonwealth Office or **Zurich Travel Assistance** issued warnings against all travel to such country or part
- b) after commencement of a **journey** warnings to leave or evacuate had been given by the Foreign and Commonwealth Office or **Zurich Travel Assistance** but such warnings had not been heeded by the **insured person** in a reasonably timely manner

2. Debt or Fraud

any costs incurred where the **life-threatening situation** was due to the **insured person's** unpaid debt, or to a fraudulent, dishonest or criminal act committed by you or the **insured person**

3. Hijack or Kidnap

any claim associated with **hijack** or **kidnap**

4. Journey in Excess of 30 Days

any claim for an **insured person** while on a **journey** in excess of 30 days

5. Legal Liability

any sums which you become legally liable to pay as a result of any legal action for damages including legal costs incurred by you in defence of such action arising out of alleged negligence or incompetence in extracting an **insured person** from a **life-threatening situation** or in not preventing the involvement of an **insured person** in such a situation

6. Unnecessary Exposure to Danger

deliberate exposure of an **insured person** to danger.

Provisions to Section 9

1. Compulsory Use of Zurich Travel Assistance

Any extraction must be organised by **Zurich Travel Assistance** who will use the most suitable method including if necessary the attendance of a security specialist to accompany the **insured person**.

2. Immediate Contact

You or an **insured person** must contact **Zurich Travel Assistance** as soon as possible if a **life-threatening situation** arises.

3. Information Provision

You and the **insured person** must provide **Zurich Travel Assistance** with all information in a timely manner and must not make or attempt to make arrangements without the reasonable agreement of **Zurich Travel Assistance**.

4. Reimbursement of costs

You will reimburse us for all costs incurred in the event of security services being provided by **Zurich Travel Assistance** in good faith to a person that is not an **insured person**.

Section 10 – Business travel: political and natural disaster evacuation

The Cover

We will pay **you** up to the sum insured in the schedule for the reasonable costs necessarily incurred while an **insured person** is travelling on a **journey** during the **operative time** outside their **country of permanent residence** or **country of secondment** to evacuate the **insured person** to their **country of permanent residence** or **country of secondment** or the nearest place of safety when:

- a) officials of the country to or in which the **insured person** is travelling on a **journey** recommend that certain categories of person including the **insured person** should leave that country for safety reasons
- b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the **insured person** is travelling on a **journey** recommending that certain categories of person including the **insured person** should leave that country or region
- c) the **insured person** is expelled or declared persona non grata in the country where the **insured person** is travelling on a **journey**
- d) the **insured person's** property is seized, confiscated or expropriated during a **journey**
- e) a state of emergency has been declared in the country where the **insured person** is travelling on a **journey** necessitating immediate evacuation.

Provided always that **you** or an **insured person** must contact **Zurich Travel Assistance** as soon as possible if evacuation becomes necessary.

10.1 Accommodation Expenses

In the event that the **insured person** is unable to return to their **country of permanent residence** or **country of secondment** we will pay **you** for reasonable accommodation costs necessarily incurred up to a maximum of £150 per day for a total of 14 days.

Provided always that:

- a) where the **insured person** holds a valid return ticket to their **country of permanent residence** or **country of secondment** or to another place of safety we will only indemnify **you** or the **insured person** for any additional costs necessarily incurred to evacuate the **insured person**
- b) where the **insured person** is entitled to a refund on an unused ticket we will be entitled to deduct the value of the unused portion from the indemnity provided to **you** or the **insured person**
- c) in respect of any necessary air flight we will indemnify **you** or the **insured person** for the cost of an economy flight fare.

Exclusions to Section 10

We will not pay any benefit or provide any assistance in conjunction with **Zurich Travel Assistance** under this section if:

1. Breach of Contract, Bond or Licence

you or the **insured person** fail to honour any contractual obligation, bond or specific performance condition in a licence

2. Foreseeable Costs

the conditions leading to the **insured person's** departure were in existence prior to the **insured person** entering the country or where such conditions were reasonably foreseeable prior to the **insured person** entering the country on a **journey**

3. Missing or Invalid Documentation

the **insured person** fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a **journey** takes place

4. Nationality

the **insured person** is a national of the country in which they are on a **journey**

5. **Property Repossession**

property belonging to **you** or the **insured person** is repossessed by a titleholder or other interested party to satisfy any debt, insolvency, financial failure or other financial obligation of **yours** or of the **insured person**

6. **Violation of Laws or Regulations**

- a) the **insured person** has committed any:
 - i) act or alleged act which if committed by them in the **United Kingdom** or **country of permanent residence** would be a criminal offence
 - ii) fraudulent or criminal act or alleged fraudulent or criminal act alone or in collusion with others in the territory in which a **journey** takes place and contravenes the laws of that territory
- b) **you** or the **insured person** have failed properly to procure or maintain immigration, work or residence or similar visas, permits or other relevant documentation
- c) the **insured person** takes part in any anti-government activity or the operations of any security or armed forces.

Section 11 – Business travel: legal expenses

The Cover

We will pay you or the insured person up to the sum insured in the schedule for legal expenses incurred in the pursuit of a claim by an insured person against a third party for damages or compensation in respect of bodily injury, death or illness sustained while on a journey during the operative time.

You or the insured person will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of expert witnesses.

Our consent to pay legal expenses must be obtained in writing. This consent will be given if you or the insured person can satisfy us that:

- a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not that the insured person will recover damages or obtain any other legal remedy which we have agreed or make a successful defence. The decision to grant consent will take into account your opinion or that of the insured person's appointed representative as well as that of our own advisors; and
- b) it is reasonable for legal expenses to be provided in a particular case.

Provided always that if the insured person is successful in the claim any legal expenses we provide will be reimbursed to us.

Exclusions to Section 11

This section does not cover:

1. Claims Eligible for Consideration under Arbitration Schemes or Complaints Procedures

any legal expenses incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents, which are eligible for consideration under an arbitration scheme or complaints procedure

2. Claims or Legal Proceedings by Third Parties

any legal expenses incurred for the defence of any civil claim or legal proceedings made or brought by a third party against the insured person

3. Criminal or Wilful Acts

any legal expenses incurred in connection with any criminal or wilful act

4. Fines or Penalties

any fines or penalties

5. Late Notification

any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

Section 12 – Business travel: personal liability

The Cover

We will pay **you** or the **insured person** up to the sum insured in the schedule for any legal liability incurred by the **insured person** while on a **journey** during the **operative time** in respect of:

- a) accidental bodily injury or illness of any person
- b) accidental loss of or damage to the property of any person
- c) any claimant's costs and expenses arising out of a) or b) above which the **insured person** or the **insured person's** representatives are legally liable to pay
- d) any other costs and expenses incurred with **our** prior written consent.

Provided always that:

- i) no admission of liability, offer, promise, or payment will be made by **you** or the **insured person** without **our** prior written consent
- ii) **you** will provide **us** with all assistance and information required in defence of a claim under this policy
- iii) **we** or **our** appointed representatives may at **our** discretion decide to take over and conduct the defence or settlement of any claim against **you** or an **insured person**.

Exclusions to Section 12

This section does not cover:

1. Advice

liability arising out of the rendering or failure to render advice

2. Asbestos Related Risks

liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos

3. Fines or Penalties

any fines or penalties

4. Insured Person's Immediate Family

injury or illness to any member of the **insured person's** immediate family

5. More Specific Insurance

any damages which should more specifically be claimed under any other contract of insurance in **your** name or that of the **insured person**

6. Non-Passenger Air Travel

any loss or expenses arising from an **insured person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

7. Ownership or Occupation of Land or Buildings

liability arising out of the ownership or occupation of land or buildings

8. Property Held in Trust

loss of or damage to property belonging to held in trust by or in the custody or control of **you** or the **insured person**, any **employee** or any member of the **insured person's** immediate family

9. Sexually Transmitted Infections, AIDS or AIDS Related Conditions

any damages resulting from venereal disease, sexually transmitted infections, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition

10. Suicide or Self-Injury

any loss or expenses arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury

11. Trade, Business or Profession

the carrying on of any trade, business or profession

12. Vessels and Craft

any injury, illness, loss or damage arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft

13. Wilful, Malicious or Unlawful Acts

any criminal, malicious or wilful act.

Section 13 – Business travel: rental vehicle collision damage waiver

We will pay you or the **insured person** up to a maximum amount of £25,000 for loss of or damage to a rental vehicle during a **journey** in respect of the monetary amount that the **insured person** is legally liable to pay as an excess or deductible to that part of a rental vehicle insurance policy or any other insurance policy applicable to the **insured person** for which cover in respect of loss of or damage to a rental vehicle is in force.

Provided always that we will not pay more than £25,000 in respect of all claims for such loss or damage occurring during any one period of insurance.

Exclusions to Section 13

This section does not cover:

1. Deliberate Damage

any loss of or damage to a rental vehicle caused deliberately by an **insured person** whether acting alone or in collusion with others

2. Excluded Causes

- a) any loss of or damage to a rental vehicle arising out of wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage
- b) damage that existed at the commencement of the period of rental.

Section 14 – General exclusions

We will not be liable for any **bodily injury**, loss or expense suffered:

1. Active Service

as a result of an **insured person** engaging in active service in any of the armed forces of any nation

2. Excluded Travel to Dangerous or Unsettled Areas

resulting from a **journey** to the countries or specific areas of countries listed in the schedule

3. War Risks

as a result of **war** within the **insured person's country of permanent residence or country of secondment**.

Section 15 – General provisions

1. Event Aggregate Limitation

If the total amount of all claims for **bodily injury** arising out of any one **event** exceeds the **event aggregate limit** each individual claim will be proportionately reduced until the total value of all claims does not exceed the **event aggregate limit**.

2. Multi-Engined Aeroplane Limitation

If the total amount of all claims for **bodily injury** arising out of any one **event** involving the same multi-engined aeroplane exceeds the **multi-engined aeroplane limit** each individual claim will be proportionately reduced until the total value of all claims does not exceed the **multi-engined aeroplane limit**.

3. Other Forms of Aerial Transport Limitation

If the total amount of all claims for **bodily injury** arising out of any one **event** involving the same aircraft (not being a multi-engined aeroplane) exceeds the **other forms of aerial transport limit** each individual claim will be proportionately reduced until the total value of all claims does not exceed the **other forms of aerial transport limit**.

4. Restriction in Cover for Over 85s

So far as concerns **insured persons** who have attained the age of 86 years:

- a) in respect of section 2 benefits will only be payable under benefits 1 to 4 of the schedule and will in no event exceed £50,000 or the amount stated in the schedule whichever is the lesser
- b) sections 3 and 7 do not cover any expense arising from a pre-existing medical condition which the **insured person** knew about at the date on which the **journey** was booked.

5. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Section 16 – General conditions

1. Assignment

This policy may not be assigned without **our** prior written consent.

2. Cancellation

You may cancel this policy by giving **us** 30 days prior written notice. **We** may cancel this policy by giving **you** 30 days prior written notice at **your** last known address except that 7 days prior written notice will be given when cancellation is for non-payment of premium. Notice will be made via special delivery mail.

If **you** cancel this policy **we** will return a pro-rata of the annual premium subject to a minimum retention of £1,000 or one third of the annual premium whichever is greater provided always that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy. If **we** cancel the policy **we** will retain the pro-rata earned premium under it for the period during which this policy has been in force or the pro-rata minimum premium whichever is greater.

We may cancel any coverage provided under this policy in respect of **war** by sending **you** 7 days prior written notice to **your** last known address. Notice will be made via special delivery mail.

3. Duplicate Cover

If a loss is covered under more than one section of this policy **we** will provide cover under the section that provides the most cover but never under more than one section. In no event will **we** make duplicate payments for the same loss.

4. Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in **one** or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

5. Fraudulent Claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's** claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

6. Interest

No sum payable under this policy will carry interest.

7. Material Alteration

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 4 but only with effect from the date of the change in circumstances or material facts.

8. Other Insurances

If at the time of an **event** insured under this policy there is any other insurance covering the same loss, damage or liability or any part of them **we** will only pay **our** rateable proportion of the claim except where this is excluded under the specific section.

Provided always that this clause will not apply to sections 2, 4, 5 or 6 of this policy.

9. Payment by Instalments and Contractual Right of Renewal (tacit)

Where **we** refer in the policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then the credit agreement and this policy will be cancelled immediately.

If **you** pay the premium to **us** using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary before the next renewal date **we** will not renew it. **Our** right to renew this policy does not affect **your** rights to cancel the policy shown in General Condition 2.

10. Reasonable Care

You and any **insured person** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this policy.

11. Special Claims Conditions

It is a condition precedent to **our** liability under this policy that in the event of any circumstances which could give rise to a claim **you** will:

- a) i) give notice to **us** as soon as reasonably possible by contacting us via one of the following options:
Phone: +44 (0)800 0260 184
Email: a&hclaims@uk.zurich.com
Post: Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ
 - ii) make no admission of liability without **our** prior written consent
 - iii) provide **us** or **our** appointed representatives with:
 - 1) all necessary assistance in a timely manner
 - 2) all information reasonably required
 - 3) all documentation and records necessary to establish and assess indemnity under this policy
 - iv) prove the loss to **our** reasonable satisfaction
 - v) forward immediately to **us** or **our** representatives any letter, writ or other document received in connection with any claim made under this policy
 - vi) assist and concur with all reasonable arrangements for **our** medical advisors to examine an **insured person** in respect of which a claim has arisen; and
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **us** on all matters connected with a claim at such reasonable time and place as **we** may designate.

No act by **us** or **our** representatives in connection with any investigation will be deemed a waiver of any defence which **we** might otherwise have. All acts will be deemed to have been made without prejudice to **our** liability.

We reserve the right to:

- a) take such steps as **we** deem necessary to prevent, mitigate or minimise a loss
- b) take over and conduct the defence or settlement of claims made against an **insured person** that is covered by this policy
- c) pursue all rights or remedies available to **you** whether or not payment has been made.

12. Third Party Rights

A person who is not a party to this contract including specifically an **insured person** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Section 17 – General assistance services

The cover provided under this section applies where section 2 – personal accident is operative and includes a range of assistance services supported by the **Zurich Assistance** 24 hour helpline on **+44 (0)1489 868 988**.

Please note that these services are supplied by third parties who are contracted to Zurich.

Corporate Reputation Protection

We will provide via **Zurich Assistance** internal and external stakeholder communications support, brand rehabilitation and recovery services or any other appropriate public relations support to help **you** to manage a public relations crisis which has resulted from the death, **total loss of hearing, loss of limb, loss of sight or total loss of speech** of one or more **insured persons** as provided for under section 2.4 of this policy.

This support is provided by contacting **Zurich Assistance** on: **+44 (0)1489 868 988**.

The maximum amount **we** will pay in respect of any one incident is £10,000.

Counselling and Support Services

Insured persons may access a wide range of personal support services providing practical information, resources and counselling to help them balance their work, family and personal life.

Topics include but are not limited to the following:

- a) Work-life balance
- b) Relationships
- c) Childcare
- d) Health and well-being
- e) Debt
- f) Disability and illness
- g) Careers
- h) Bereavement and loss
- i) Stress
- j) Elder care
- k) Life events
- l) Immigration
- m) Anxiety and depression
- n) Family issues
- o) Bullying and harassment
- p) Education
- q) Consumer rights
- r) Workplace pressure

Support is for up to 6 telephone sessions available by contacting Zurich Assistance on: **+44 (0)1489 868 988**.

Medical Second Opinion

Insured persons may gain access to a medical second opinion on any critical illness they are suffering. This illness must be serious in nature and the **insured person** must already be under the care of a medical consultant who has recommended treatment, medication, surgery etc. The second opinion service is arranged via **our** partner who has a network of medical professionals who will review the **insured person's** results and reports (to be supplied by the **insured person**) and offer a written assessment to the **insured person**.

This assessment is for information purposes only and the **insured person** is under no obligation to act on it.

An initial telephone interview may be arranged by contacting **Zurich Assistance** on: **+44 (0)1489 868 988**.

Section 18 – Travel assistance services

The cover provided under this section applies where sections 3, 4, 5, 7, 8, 9 and 10 are operative and includes a range of assistance services supported by the **Zurich Travel Assistance** 24 hour helpline.

Please note that the services stated in paragraphs A) and B) below are supplied by third parties who are contracted to Zurich.

A) Medical and Other Assistance

In the event that an **insured person** is travelling on a **journey** during the **operative time** and requires assistance they should contact the emergency helpline: **+44 (0)1489 868 888**.

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

You or an **insured person** must contact **Zurich Travel Assistance** as soon as possible if illness or **bodily injury** results in the need for in-patient hospital treatment.

We will not pay for any **emergency repatriation expenses** incurred without the prior consent of **Zurich Travel Assistance** or for any hospital treatment provided on an in-patient basis where the **insured person** has not made all reasonable attempts to obtain the prior consent of **Zurich Travel Assistance** or obtained the consent of **Zurich Travel Assistance** at the first opportunity after such treatment.

When seeking medical or travel assistance please make sure the following information is available:

- a) the **insured person's** name
- b) the telephone or facsimile number where an **insured person** can be contacted
- c) the **insured person's** address abroad
- d) the nature of the emergency or the assistance required
- e) the name of the **insured person's** company, employer or organisation.

The medical assistance services provided are:

Air Ambulance

The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

Direct Billing

The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

Emergency Medical Supplies

Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

Emergency Travel Assistance

Where an **insured person** falls ill or sustains **bodily injury** during a **journey** and the attending **medical practitioner** recommends that 2 relatives or friends travel to and remain with the **insured person** assistance will be provided in making the travel and accommodation arrangements.

Medical Referral

Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.

Medical Staff

The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance services also include a range of additional services which are summarised below:

Emergency Cash Advance

Assistance in replacing cash lost or stolen during a **journey**. The value of any cash advance will be deducted from any subsequent claim under section 5. Where no claim is made the value of the cash advanced will be reimbursed by **you** to **us** upon completion of the **journey**.

Emergency Message Communication

Forwarding on messages to family and business colleagues in an emergency.

Legal Referral

The service enables the **insured person** to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

Lost Ticket and Baggage Location

Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

On-line Information: www.zurich.co.uk/travelassistance

A web information service is also available and accessed via: www.zurich.co.uk/travelassistance and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering **your** policy number when prompted.

Travel Advice

The **insured person** has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

Vehicle Return

The assistance service can organise the return of a rental or privately owned vehicle where an **insured person** falls ill or sustains **bodily injury** during a **journey**.

B) Security Assistance Services

We have partnered with security experts **Zurich Travel Assistance** to provide **you** with a comprehensive range of complementary security services.

In the event that an **insured person** is travelling on a **journey** during the **operative time** and requires security assistance they should contact the emergency helpline: **+44 (0)1489 868 888** or visit www.zurich.co.uk/travelassistance.

The security assistance services provided are:

Daily News

Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at: www.zurich.co.uk/travelassistance.

Emergency Response

Where serious difficulties or a **life-threatening situation** arise during a **journey** abroad (personnel missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under sections 8, 9 and 10 – the team of security specialists appointed by **Zurich Travel Assistance** will be available to assist **you** and **your** personnel with advice, **kidnap** negotiation and co-ordination of their return to safety.

Please contact **Zurich Travel Assistance** on: **+44 (0)1489 868 888**.

Travel Security Website

Security information on over 180 countries worldwide via the **Zurich Travel Assistance** website at www.zurich.co.uk/travelassistance.

Travel Security and Safety Briefings for High Risk Destinations

With 48 hours' notice the security partner of **Zurich Travel Assistance** will provide **your** personnel with a security briefing tailored for their travel itinerary for high risk destinations subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details **your** personnel require to help them remain safe while abroad on a **journey**. For all standard destinations the **Zurich Travel Assistance** website at www.zurich.co.uk/travelassistance is available.

Please contact **Zurich Travel Assistance** on: **+44 (0)1489 868 888**.

Please note that the services stated in clauses C) to G) below are provided to **you** by third parties with whom **you** will have a direct contract should **you** elect to receive them and may attract costs which must be borne by **you**. Please see below for further information.

C) Airport Breakdown Assistance (Motor)

Insured persons have access to roadside assistance in the event of their own private vehicle in which they are travelling to or from an airport in the **United Kingdom** suffering a breakdown or accident where their intention is to catch a flight in connection with a **journey**.

We will arrange for a mechanic and/or a taxi to attend the **insured person** in order to repair or recover the vehicle or to transport the **insured person** to the airport.

This is an arrangement service only. All third party costs must be borne by **you** or the **insured person** who will be made aware of this during the call.

This service is available by contacting **Zurich Travel Assistance** on: **+44 (0)1489 868 888**.

D) Home Emergency

If while the **insured person** is undertaking a **journey** outside the **United Kingdom** and is made aware of a domestic emergency at their private residence they can contact **Zurich Travel Assistance** to organise an emergency repair.

This is an arrangement service only. All third party costs must be borne by **you** or the **insured person** who will be made aware of this during the call.

The **insured person** will need to be able to provide access to the premises and have the means available to pay for all costs upon completion of the work.

Within reason there are no limitations to the nature of services the **insured person** can request provided always that they should be on an emergency repair basis only and typically for plumbing, electrical or property fabric repairs in order to make the premises sound and secure.

This service is available by contacting **Zurich Travel Assistance** on: **+44 (0)1489 868 888**.

E) Check-In Service

A scheduled safety check service is available for **insured persons** undertaking a **journey** to countries with a heightened security risk. Specific protocols can be put in place so that if a response is not received emergency contacts will immediately be notified.

The cost of the service is to be met by **you** who will benefit from a 10% discount as **our** policyholder. **You** must allow at least 5 working days' notice for **Zurich Travel Assistance** to arrange the necessary provisions and protocols.

This service is available by contacting **Zurich Travel Assistance** on: **+44 (0)1489 868 888**.

F) Meet and Greet Service

You may take advantage of this airport transfer service where an **insured person** can be provided with safe and comfortable transportation in high risk locations. All drivers are vetted and have an in depth local knowledge of the region to ensure the safety of their passengers remains paramount at all times.

A quotation for a specific trip can be obtained by calling **Zurich Travel Assistance** on: **+44 (0)1489 868 888**. **You** will be responsible for all charges for the transport and greet services arranged but as **our** policyholder **you** will have access to a 10% discount on standard fees.

You must allow at least 5 working days' notice for **Zurich Travel Assistance** to arrange the necessary provisions and protocols.

G) Airport Lounge Access

As **our** policyholder **you** have access to concessions for **your** personnel to enjoy the use of over 600 airport VIP lounges. **Insured persons** may take advantage of this special offer by joining online at www.zurich.co.uk/zurichtravelassistance where various options on levels of membership are publicised along with available discounts. Options include access by accompanying guests.

Zurich Insurance Company Ltd

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