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# **Everest Insurance Police Travel Policy**

**Everest Insurance (Ireland), DAC ®**

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**A.M. Best Rating: A+ (Superior)**

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# Introduction

Welcome to this Everest Insurance Police Travel Policy which explains **your** insurance protection in full.

In this document a number of words or phrases are in **bold** type. This will give those words or phrases the special meaning shown in the Definitions Section set out within this Policy, or as set out in a particular Section of this Policy.

**"We", "our" or "us"** is a reference to the insurer, shown in the **policy schedule**. The "**policyholder**" is a reference to the corporate entity or organisation named as a **policyholder** in the **policy schedule**. The "**insured person**", "**you**" or "**your**" is a reference to a person who meets the criteria specified for an **insured person** in the **policy schedule**.

## The Insurance Contract

In return for payment of or agreement to pay the **premium** shown in the **policy schedule** by the **policyholder** or **insured person**, **we** agree to insure the **insured person**(s) stated on the **policy schedule**, subject to the terms, conditions, limitations and **endorsement**(s) contained in or attached to this insurance Policy.

This document including the **policy schedule** and any **endorsement**(s) attached form the Policy. This document sets out the conditions of the insurance cover provided.

Please read the whole document carefully and keep it in a safe place.

## Important Information

It is important that:

- The **policyholder** checks that the coverage it has requested is included in the **policy schedule**.
- The **policyholder** checks that the information it has given to **us** is accurate - see the "Information Provided to **Us**" Section.
- The **policyholder** and/or **insured person** notify **us** via the broker shown in the **policy schedule** as soon as practicable of any inaccuracies in the information which the **policyholder** and/or **insured person** have given **us**.
- The **policyholder** and **insured persons** comply with their duties under each Section and under this Policy as a whole.

## Information Provided To Us

In deciding to accept this Policy and in setting the terms and **premium**, **we** have relied on the information the **policyholder** and **insured persons** have given to **us**. The **policyholder** and **insured persons** must take care when answering any questions **we** ask, by answering them honestly and with reasonable care, and by ensuring that all the information provided to **us** is accurate and complete.

## Our Rights Under This Policy

If **we** establish that the **policyholder** deliberately or recklessly provided **us** with false or misleading information, **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that the **policyholder** carelessly provided **us** with false or misleading information, it could adversely affect this **policy** and any **claim**. For example, **we** may:

- a. treat this Policy as if it never existed, refuse to pay all **claims** and return any **premium** paid. **We** will only do this if **we** provided the **policyholder** with insurance cover which **we** would not otherwise have offered; or
- b. amend the terms of this **policy**. **We** may apply these amended terms to a **claim** as if the terms were already in place, if the **policyholder** was careless; or
- c. reduce the amount **we** pay on a **claim** in proportion to the **premium** within the **policy schedule**, compared to the **premium** **we** would have charged the **policyholder**, should the information provided have been accurate.

Nothing above shall limit the rights of the **policyholder** or **insured person** under any applicable laws or regulations.

**We** will write to the **policyholder** if **we**:

- intend to treat the Policy as if it never existed; or
- need to amend the terms of the Policy; or
- will be reducing the amount **we** will pay on a **claim** due to inaccurate information.

If the **policyholder** becomes aware that information given to **us** is inaccurate, the **policyholder** must inform **us** as soon as practicable.

If an **insured person** becomes aware that information given to **us** is inaccurate, the **insured person** must inform **us** as soon as practicable.

## Cooling Off Provision

If an **insured person** is paying to participate under this Policy, the **insured person** will have a cooling off period of fourteen (14) days from either:

- the date the **insured person** receives the Policy; or
- the start of the **policy period**,

whichever is the later.

The **insured person** is entitled to revoke their participation under this Policy during the cooling off period above and in those circumstances, provided a claim has not been made or is not intended to be made by the **insured person**, the **insured person** will be entitled to a full refund of any **premium** paid.

If an event has occurred that could give rise to a claim under this Policy, then no return **premium** will be paid.

These rights are in addition to the general rights of cancellation set out in General Condition 1.14.

## Breach Of Term

**We** agree that where there has been a breach of any term (express or implied) which would otherwise automatically result in **us** being discharged from any liability hereunder, such breach shall result in any liability **we** might have under this Policy being suspended, with such suspension applying from the time the breach occurred until the time the breach is remedied. This shall mean that **we** will not have any liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms Not Relevant To The Loss

If there is non-compliance with any term (express or implied) hereunder, other than a term that defines the risk as a whole, and compliance with such a term would tend to reduce the risk of:

- loss of a particular kind;
- loss at a particular location; and/or
- loss at a particular time,

then **we** agree that **we** may not rely on the non-compliance to exclude, limit or discharge **our** liability under this Policy if the **policyholder** and/or **insured person** prove to **us** that non-compliance with the term could not have increased the risk of the loss as it actually occurred.

## Pre-Existing Medical Conditions

This Policy does not provide cover for claims arising from **pre-existing medical conditions** for:

1. claims made under Section B – Medical and Other Expenses as a result of:

- a. **your** certification as unfit to travel by a **medical practitioner**;
- b. **your** travel for the purpose of receiving medical treatment, vaccination, medical check-up, care or advice, regardless of whether or not this is the sole or main purpose of the **trip**;
- c. **your** travel after receiving a terminal prognosis;
- d. **your** purchase of prescription medicines for a **pre-existing medical condition**; or

2. claims made under Section C1.1 – Cancellation, Curtailment and Amendment as a result of:

- a. **your** certification as unfit to travel by a **medical practitioner**;
- b. **your** inclusion on a waiting list for inpatient treatment;
- c. **your** travel for the purpose of receiving medical treatment, vaccination, medical check-up, care or advice, regardless of whether or not this is the sole or main purpose of the **trip**;
- d. **your** travel after receiving a terminal prognosis;
- e. **you, your close relative, your traveling companion** or their **close relative's pre-existing medical condition** which **we** determine could have reasonably been foreseen as likely to give rise to a claim; or

3. claims made under Section G1.2b Winter Sports Injury and Illness as a result of:

- a. an **illness** **you** were aware of prior to **you** travelling for the **trip**; or
- b. travelling against the advice of a **medical practitioner**.

## Sports and Pastimes

This Policy may not cover **you** when **you** take part in certain sports or pastimes where there is a high risk of **bodily injury**.

This Policy provides automatic cover for **you** whilst participating in the following activities during a **trip** during the **policy period** and **operative time**:

Abseiling (with a qualified instructor), aerobics, archery (with a qualified supervisor), angling, badminton, banana boating, baseball, basketball, body boarding, bowls, bungee jumping (with a licenced company), camel/elephant rides (with a qualified guide/instructor), camping, canoeing (up to grade 2, not including sea canoeing and whilst with a qualified guide/instructor), clay pigeon shooting, cricket, croquet, curling, cycling (excluding touring, racing and BMX), diving (up to a depth of 30m only), fencing (with a qualified guide/instructor), fishing (including deep sea fishing and game fishing), football (excluding competitions), gliding (whilst not piloting and only with a qualified instructor), golf, go karting, gymnastics, handball, hill walking not involving ropes/guides and under 3,000m, hiking not involving ropes/guides and above 3,000m (with a qualified guide only), horse riding (excluding racing, eventing and hunting), hot air ballooning (whilst as a passenger only), ice skating (on a recognised rink only), jet skiing or biking or boating (excluding claims under the Personal Liability Section hereunder), kayaking (up to grade 3 and not including sea kayaking), motor cycling (whilst holding a valid licence and wearing appropriate safety gear only), mountain biking (excluding stunts, racing or extreme terrain), netball, orienteering, paintballing, parascending (over water only), pony trekking, quad biking (up to 125cc), racquetball, rambling (not including climbing), roller skating, rounders, rowing, running/jogging (including fell running without climbing but excluding distances longer than a marathon), safari (provided an organised excursion with a tour operator), sailing/yachting (within fifteen (15) miles from land for all types and for flotilla sailing this must also be with a qualified guide), scuba diving to a depth of 40m (while accompanied by a fellow certified diver and provided **you** hold a recognised diving qualification for the depth), shooting (excluding hunting), skiing (including on piste and dry slopes but for cross country and off piste with qualified guide/instructor only), sleigh rides (as a passenger and with a qualified guide), sledding with dogs (as a passenger only and with a qualified guide), snorkelling, snowboarding (including on piste but for off piste with qualified guide/instructor only), softball, squash, surfing, swimming (including with dolphins), table tennis, ten pin bowling, tennis (excluding competitions), tobogganing, volleyball, water polo, water skiing (excluding jumping), white/black water rafting (up to grade 3 and with a qualified guide), windsurfing (within three (3) miles from land).

No other sports or pastimes will be covered by this Policy, including organised team sports.

## Coverage Sections

The benefits listed within Coverage Sections will have a corresponding maximum sum insured stated within the **policy schedule**. The sum insured may be limited per **insured person**, or per claim or otherwise and may be dependent on the **insured person**'s age as clearly stated in the **policy schedule**. The full wording for each Coverage Section should be reviewed, as there may be limitations to the benefit payable.

### Section A - Accidental Bodily Injury

#### 1 What is Covered

**We** hereby agree with **you**, to the extent and in the manner herein provided, that if during the **policy period** and **operative time** whilst on a **trip** **you** have an **accident** that results in **your bodily injury** which, within twelve (12) months from the date of the **accident**, solely directly and independently of any other cause results in **your** death or **you** having a disablement listed in the table of benefits for this Section in the **policy schedule**, **we** will pay **you** or **your** executors or administrators compensation according to the table.

The maximum **we** will pay per **insured person** per benefit, any applicable **benefit periods** and any applicable **waiting periods** for this Section are stated in the **policy schedule**.

#### 2 Conditions Specific to Section A

In addition to the General Conditions set out later in this wording, the following conditions apply to this Section:

1. Benefit shall not be payable under more than one (1) of Items A1-A9 of the **policy schedule** in respect of the consequences of one (1) **accident** for the same **insured person**.
2. **We** shall not make any further payments during the **policy period** for an **insured person** once payment has been made for such **insured person** under one (1) of Items A1-A9 of the **policy schedule**.
3. If a claim is to be made for any one (1) of A2-A9 of the **policy schedule** in respect of the consequences of one (1) **accident** for an **insured person**, then **we** shall not be liable for any claim for permanent partial disablement (A10(a)-A10(k) of the **policy schedule**) for the same **accident** for that **insured person**.
4. If Item A1 of the **policy schedule** is covered and the **insured person** has not died as a result of an **accident**, **we** will only pay a benefit from A2-A8 of the **policy schedule** after at least thirteen (13) consecutive weeks from the date of the **accident**.
5. Item A9 of the **policy schedule** will only be payable after fifty-two (52) consecutive weeks of disablement following an **accident**.
6. Benefits for permanent partial disablement shall be calculated by multiplying the stated percentage shown in the table for the corresponding disablement under A10(a)-A10(k) by the monetary limit for permanent partial disablement.
7. Item A10(k) of the **policy schedule** includes any permanent disability which is not covered by any of the items A1-A9 or A10(a)-A10(j). It shall be assessed by **us** by considering the severity of disablement alongside the percentages for other disablements stated in the **policy schedule** and shall be a maximum of 100% and minimum of 0%. The **insured person**'s occupation will not be considered under this assessment.
8. If more than one (1) of Items A10(a)-A10(k) of the **policy schedule** shall occur in respect of the consequences of one (1) **accident** for the same **insured person**, the percentages shown will be added together but in no instance shall **we** be liable to pay more than 100% in total.
9. Payments under Items A11 and/or A12 of the **policy schedule** will be paid at four (4) weekly intervals in arrears after expiry of the corresponding **waiting period**.
10. Payments under Items A11 and A12 of the **policy schedule** shall be limited to the corresponding **benefit period** shown in the **policy schedule**.
11. Payment under Items A11 and A12 of the **policy schedule** shall be limited to a maximum percentage of the **insured person**'s normal **weekly wage** as stated in the **policy schedule**. It is **your** duty to inform **us** if any claim payment exceeds this percentage and if so, payments will be proportionately reduced until the limits are no longer exceeded.

#### 3 Exclusions Specific to Section A

In addition to the General Exclusions set out later in this wording, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. **illness**;
2. any gradually operating cause; and
3. any naturally occurring condition or degenerative process.

## Section B - Medical and Associated Expenses

### 1 What is Covered

We hereby agree with **you**, to the extent and in the manner herein provided:

#### 1.1 - Overseas Medical Expenses

To reimburse **you** for the necessary and reasonable emergency **medical expenses** and emergency dental expenses (for the relief of pain and suffering only, sublimited in the **policy schedule**) incurred **overseas** solely and directly as a result of **you** sustaining a **bodily injury** or **illness** during the **operative time** and **period of insurance** whilst on a **trip**.

The maximum **we** will pay per **insured person** per claim and any applicable **excess** per claim for this Section are stated in the **policy schedule**.

#### 1.2 - Emergency Medical Evacuation

To pay for the costs of **your** evacuation when arranged by **us** utilizing the means **we** believe to be most appropriate at **our** sole discretion, if in **our** opinion it is medically appropriate to move **you** from one (1) **overseas** location to another **overseas** location of **our** choosing for medical treatment following **bodily injury** or **illness** during the **operative time** and **period of insurance** whilst on a **trip**.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

#### 1.3 - Repatriation

To pay for the costs of repatriation of **you** and **your** personal belongings when arranged by **us** utilizing the means **we** believe to be most appropriate at **our** sole discretion, if in **our** opinion it is medically appropriate to move **you** and **your** personal belongings to **your country of residence** from a location **overseas** for medical treatment following **bodily injury** or **illness** during the **operative time** and **period of insurance** whilst on a **trip**.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

#### 1.4 - Compassionate Visit and Emergency Travel Expenses

That if **you** are an inpatient in a **hospital** as a result of sustaining a **bodily injury** or **illness** during the **operative time** and **period of insurance** whilst on a **trip**, **we** will pay the reasonable and necessary scheduled transportation expenses and accommodation expenses incurred by **you** as a result and **we** will pay for two (2) of **your close relatives** resident in **your country of residence** or **traveling companions** to visit **you** from **your country of residence** or remain with **you**, if on the advice of a qualified **medical practitioner** and as agreed in advance by **us** they are advised to do so.

The reasonable and necessary expenses incurred under this Section shall be limited to scheduled transportation expenses and hotel accommodation expenses.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

#### 1.5 - Continuing Medical Expenses

To reimburse **you** for reasonable **medical expenses** incurred whilst **you** are an inpatient in a **hospital** in **your country of residence** immediately following repatriation from an **overseas trip** during the **operative time** and **period of insurance** as provided by **us** under Section B1.3, should **we** consider it necessary and appropriate to ensure that **you** are not medically compromised.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

#### 1.6 -In-Hospital Cash

To pay the daily benefit stated in the **policy schedule** for each continuous and complete twenty-four (24) hour period for which **you** are confined by a **medical practitioner** to a **hospital** as an inpatient due to **bodily injury** or **illness** **you** suffered whilst on a **trip** during the **operative time** and **policy period**.

The maximum number of complete days **we** will pay per **insured person** per claim and the maximum per **insured person** per day are stated in the **policy schedule**.

#### 1.7 - Funeral Expenses

That in the event of **your** death as a direct result of **bodily injury** or **illness** **you** sustained whilst on an **overseas trip** during the **operative time** and **policy period**, **we** will indemnify **your** estate for either:

- a. the reasonable costs incurred for a funeral outside of **your country of residence**; or
- b. the costs to repatriate **your** mortal remains and personal belongings to **your country of residence**.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

#### 1.8 – Overseas Coma Benefit

To pay the additional daily amount stated in the **policy schedule** for each continuous and complete twenty-four (24) hour period for which **you** are in a continuous **comatose state** due to a **bodily injury** **you** suffered whilst on an **overseas trip** during the **operative time** and **policy period**.

The maximum number of complete days **we** will pay per **insured person** per claim and the maximum per **insured person** per day are stated in the **policy schedule**.

#### 1.9 – Country of Residence Transportation Expenses

That following a valid claim under Section B1.1, if **you** are subsequently treated in **hospital** in **your country of residence** as an outpatient during the **policy period** as a direct result, **we** will reimburse **you** for any reasonable transportation expenses to get **you** to and from **your** normal place of work or **your home** and **hospital**.

The maximum number of consecutive weeks **we** will pay per **insured person** per claim, the maximum amount per **insured person** per day and the maximum total amount per **insured person** per claim is stated in the **policy schedule**.

#### 1.10 – Search and Rescue Expenses

To pay for the necessary and reasonable costs incurred if whilst on an **overseas trip** **you** are reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- a. it is known or believed that **you** may have suffered **bodily injury** or **illness**; or
- b. local weather or safety conditions are such that it becomes necessary to do so in order to prevent **you** from suffering **bodily injury** or **illness**.

The maximum **we** will pay per **insured person** per claim is stated in the **policy schedule**.

**We** will only pay a claim under this benefit provided:

- a. The Emergency Medical Assistance Service must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim.
- b. **You** must comply at all times with local safety advice and adhere to recommendations prevalent at the time of the **trip**, or the excursion/activity whilst on a **trip**.
- c. **You** must not knowingly endanger either **your** own life or the life of any other **insured person** or engage in activities where **your** experience or skill levels fall below those reasonably required for **you** to participate in such activities.
- d. **We** will only pay **your** proportion of any search and rescue operation.
- e. **We** will only pay up to the point where **you** are recovered by a search and rescue operation or at the time when the search and rescue authorities advise that continuing the search is no longer viable.

## **2 Conditions Specific to Section B**

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. The Emergency Assistance Provider must be contacted by **you** or a person acting on **your** behalf for approval prior to incurring any expenses under this Section, except in the event that this is not possible for reasons beyond **your** control due to an emergency situation. In that instance, the Emergency Assistance Provider must be contacted as soon as reasonably practicable and **we** shall at **our** sole discretion only reimburse those expenses that **we** would have provided under the same circumstances.
2. Expenses under Section B1.5 shall only be payable for a **bodily injury** that was sustained or for an **illness** that first manifested itself whilst **you** were **overseas** and where repatriation was directed by **us** or the Emergency Assistance Provider.
3. If **you** are traveling to an EU country or Switzerland or the UK and have either a European Health Insurance Card (EHIC) or a UK Global Health Insurance Card (GHIC), **you** are advised to take this with **you** whilst traveling. As a result, **you** may be entitled to receive treatment in the EU, Switzerland or UK without paying an **excess**.
4. **You** shall reimburse **us** for any costs that are made in good faith under this Section by the Emergency Assistance Provider to any person who is not insured under this Section.

## **3 Exclusions Specific to Section B**

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. **pre-existing medical conditions** detailed in the Pre-Existing Medical Conditions Section;
2. normal costs of pregnancy unless there have been medical complications resulting from a **bodily injury or illness** whilst on a **trip**;
3. a) expenses incurred under Section B (excluding B1.5) more than twelve (12) months after the date the need for treatment for **your bodily injury or illness** first arises;
  - b) expenses incurred under Sections B1.1 and B1.4 after **we** deem that **you** are fit to travel to **your country of residence**;
  - c) expenses incurred under Section B1.5 more than three (3) months after **you** are repatriated to **your country of residence**;
4. treatment that **we** believe could have been delayed until **your** return to **your country of residence**;
5. private health treatment or single rooms unless specifically approved by the Emergency Assistance Provider;
6. **medical expenses** incurred whilst on a **trip** inside **your country of residence**; and
7. repeat prescription medications.

## Section C - Trip Interruption

### 1 What is Covered

**We** hereby agree with **you**, to the extent and in the manner herein provided:

#### 1.1 - Cancellation, Curtailment and Amendment

That for a **trip** scheduled from the time it is booked and during the **policy period**, if **you** are forced to cancel such **trip** before departure or curtail or amend **your original trip itinerary** following departure due to any one (1) of the Listed Reasons detailed below, **we** will reimburse **you** for the corresponding reasonable and necessary expenses detailed in the following table:

Expense	Curtailment following departure	Amendment following departure	Cancellation before departure
Irrecoverable transportation and accommodation expenses which have been paid for or are legally required to be paid for under a contract and must be cancelled.	Yes	No	Yes
<b>Additional transport and accommodation expenses</b> to return <b>you</b> to <b>your country of residence</b> .	Yes	No	No
<b>Additional transport and accommodation expenses</b> to allow <b>you</b> to get to the destination that <b>you</b> were intended to be at, according to <b>your original trip itinerary</b> , on the date and time that <b>you</b> are able to re-join <b>your original trip itinerary</b> (but not to any of the destinations on <b>your original trip itinerary</b> that <b>you</b> were forced to miss due to one of the Listed Reasons).	No	Yes	No
Non-refundable deposits which have been paid for or are legally required to be paid for under a contract and must be cancelled.	Yes	Yes	Yes

#### Listed Reasons

- a) death, serious injury, sudden illness, complications in pregnancy or compulsory medical quarantine of:
  - i. **you**;
  - ii. **your traveling companion** or their **close relative**; or
  - iii. **your close relative**;
 provided cancellation, curtailment or alteration of the **trip** is confirmed as medically necessary by a **medical practitioner**, meaning that **you** or **your traveling companion** are certified as being unable to travel by the means stated on your **original trip itinerary** or that **your traveling companion's close relative's** or **your close relative's** ailment is severe enough that it means **your traveling companion's** or **your** presence is required;
- b) **your** unemployment provided that the unemployment qualifies for payment under any unemployment act in **your country of residence**;
- c) **your** being summoned to jury service or to be a witness in a court, compulsory quarantine, military

- service, medical service, subpoena or exigency of duty;
- d) major damage to **your home** causing it to become uninhabitable or burglary or attempted burglary to **your home** resulting in police requesting **your** presence, within fourteen (14) days immediately prior to the planned **trip** or occurring during **your trip**;
- e) adverse weather conditions, strike, riot or civil commotion resulting in scheduled public transport services being cancelled or curtailed;
- f) a **natural catastrophe** resulting in the Foreign and Commonwealth Office recommending against all but essential travel to the **trip** destination or the government of the country of **trip** destination declaring a state of emergency;

For amendment of a **trip** following departure only, the above Listed Reasons are extended to include **natural catastrophe** (other than as described in Listed Reason f above), avalanche, explosion, fire, landslide and **quarantine**, if an accommodation provider or local or national authority have deemed it necessary for **you** to leave a pre-booked and prepaid accommodation, written confirmation of this is provided to **us** and where costs cannot be claimed back from a service provider. This extension is sub-limited in the **policy schedule** as Amendment due to Catastrophe.

The maximum **we** will pay per claim per **insured person** and any applicable **excess** are stated in the **policy schedule**.

#### 1.2 - Delay

- a. Reimbursement - To reimburse **you** for irrecoverable payments paid or contracted to be paid for travel and accommodation and non-refundable deposits in the event that **you** cancel **your trip** that was scheduled to take place during the **operative time** and **period of insurance** after a delay to **your** outward or homeward scheduled pre-booked **public transport** of at least twenty-four (24) consecutive hours as a direct result of an **exceptional circumstance**.

The maximum **we** will pay per claim per **insured person** and any applicable **excess** is stated in the **policy schedule**.

- b. Monetary Benefit - To pay to **you** an amount for each completed consecutive twelve (12) hour period **your** outward or homeward pre-booked scheduled conveyance due to take place during the **operative time** and **period of insurance** is delayed due to an **exceptional circumstance**.

The maximum **we** will pay per complete twelve (12) hour period per **insured person** and per claim per **insured person** is stated in the **policy schedule**.

#### 1.3 - Missed Departure

To reimburse **you** for the reasonable and necessary **additional transport and accommodation expenses** to reach the final destination of **your trip** scheduled to take place during the **operative time** and **policy period**, if **you** arrive late at any point of the **trip** as shown on **your** itinerary due to:

- a) **your** scheduled public transport being delayed;
- b) the car **you** are travelling in being involved in an **accident** or breaking down; or
- c) the car **you** are travelling in being delayed due to exceptional and unforeseen traffic flow congestion and **you** can support this with documentary evidence.

The maximum **we** will pay per **insured person** per claim and any **excess** is stated in the **policy schedule**.

#### 1.4 - Hijack and Kidnap

To pay **you** an amount for each complete twenty-four (24) hour period that **you** are detained as a result of a **hijack** or **kidnap** occurring during the **operative time** and **period of insurance** whilst on an **overseas trip** after the initial twenty-four (24) hour detained period for which there will be no payment by **us**. For the avoidance of doubt, **we** will not pay for **your** initial twenty-four (24) hour period of detainment.

The maximum **we** will pay per twenty-four (24) hour period per **insured person** and per claim per **insured person** are stated in the **policy schedule**.

## **2 Conditions Specific to Section C**

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. **You** will only be reimbursed once for the same outgoing cost under either Section C1.1 or C1.2, whichever reimburses the higher amount.
2. **You** will only be reimbursed once for the same delay under either Section C1.2a or C1.2b.
3. **You** must allow sufficient time for the transport **you** are travelling in to arrive and deliver **you** to the scheduled point of departure so that **you** can check-in according to **your** itinerary to claim under Section C1.2 and C1.3.

4. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### **3 Exclusions Specific to Section C**

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

For Section C1.1:

1. costs which have been paid for or incurred on behalf of a person other than an **insured person**, the cost of which is to be borne by **you**;
2. refusal or disinclination to travel or change travel plans;
3. **your** or an **insured person**'s financial circumstances;
4. **your** redundancy, resignation or termination of employment within thirty (30) days immediately prior to a planned **trip** or during **your trip**;
5. costs due to the service of any means of transport being temporarily or permanently suspended on the recommendation or orders of the Government or any Public Authority or manufacturer in any country, except for when the airspace in **your country of residence** from where **you** are scheduled to depart from or the port or airport that **you** are due to travel from or through is closed due to a **natural catastrophe** for at least twenty-four (24) hours prior to the date and time of departure as stated on the ticket or itinerary, subject to **you** proving these costs are unable to be refunded from the provider;
6. financial failure or omission or neglect of any provider or its agent of transport or accommodation;
7. strike, labour dispute or failure of a means of transport except
  - a. after a delay to departure of at least twenty-four (24) hours of a pre-booked transport, and
  - b. only if the delay is due to a strike or industrial action which did not exist or the possibility of which did not exist and for which no advanced warning had been given prior to the date on which the transport was booked;
8. food and beverages;
9. **pre-existing medical conditions** detailed in the Pre-Existing Medical Conditions Section;
10. failing to check in according to the itinerary unless the failure was due to strike or industrial action;
11. regulations made by any Government or public authority;
12. claims arising from **your** failure to provide appropriate travel documents or visas;
13. compensation for any air miles or holiday points used to pay for the **trip** in part or in full; and
14. a) Coronavirus disease (COVID-19);  
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);  
c) any mutation or variation of a) or b) or disease caused by a) or b);  
d) any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a), b), or c) listed herein; or  
e) any fear or threat of a), b), c) or d) listed in herein.

This exclusion does not apply to any claim for cancellation of a **trip** before departure as a direct result of:

- i. **you** being positively diagnosed with a), b), or c) herein which directly results in:
  - A. an official requirement for **you** to undertake compulsory quarantine or self-isolation, or
  - B. **you** being certified by a **medical practitioner** as being unable to travel due to symptoms resulting therefrom;
- ii. **your close relative** with whom **you** reside at **your home** being positively diagnosed with a), b), or c) herein which directly results in an official requirement for **you** to undertake compulsory quarantine or self-isolation.

For Section C1.2

1. costs due to the service of any means of transport being temporarily or permanently suspended on the recommendation or orders of the Government or any Public Authority or manufacturer in any country, except for when the airspace in **your country of residence** from where **you** are scheduled to depart from or the port or airport that **you** are due to travel from or through is closed for at least twenty-four (24) hours prior to the date and time of departure as stated on the ticket or itinerary, subject to **you** proving these costs are unable to be refunded from the provider;
2. any loss from the time **you** failed to take the first alternative reasonable travel during a delay period;
3. **your** failure to obtain written confirmation from the carriers or their agents of the number of hours delay and the reason for such delay;
4. failing to check in accordance with the time indicated by the conveyance; and
5. strike labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **trip** was booked.

For Section C1.3

1. **you** not doing everything possible, as determined by **us**, to get to the departure point of **your trip** at the time specified by the transport provider.

#### For Section C1.4

1. if **you** have ever had any insurance similar to that under Section C1.4 excluded or cancelled or declined by any insurance provider in the past.

## Section D - Personal Baggage

### 1 What is Covered

We hereby agree with **you**, to the extent and in the manner herein provided, that if during **your trip** during the **operative time** and **period of insurance**:

- a) **your personal baggage** is lost, stolen or damaged, **we** will at **our** sole discretion either replace or repair or reimburse the cost for the loss of, theft of or damage to **your personal baggage**.
- b) **your personal baggage** is delayed, **we** will reimburse the cost of reasonable and necessary essential items purchased by **you** during **your trip** after a delay to **your personal baggage** of a minimum of twenty-four (24) consecutive hours from the time **you** arrive at **your** outbound **trip** destination.
- c) **your keys to your home** or vehicle are lost, **we** will reimburse the cost (including parts and labour) of replacing the relevant locks or keys. **We** will not arrange for replacement to be carried out.

The maximum **we** will pay overall for this Section D per claim per **insured person**, per Sub-Section per claim per **insured person**, per single item, pair or set (sub-limited for **valuables**) and any applicable **excess** are stated in the **policy schedule**.

### 2 Conditions Specific to Section D

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. Any costs payable under Section D1b will be subtracted from a subsequent payment under Section D1a where a delay becomes a permanent loss.
2. **You** must retain any damaged **personal baggage** in respect of which a claim is made under this Section and **we** shall be entitled to keep and salvage such damaged property if **we** pay the claim made.
3. **You** must take every possible step and reasonable precaution to ensure **your personal baggage** is kept safe, properly packaged, carried and secured during the **trip**.

### 3 Exclusions Specific to Section D

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. loss of **money**;
2. damage caused in replacing locks;
3. loss or theft if the incident is not reported within forty-eight (48) hours of discovery to the most appropriate of any of the following and for which a written report is not obtained: the local police or other appropriate authority, hotel, airline or tour operator;
4. confiscation or detention or destruction or damage by customs or any other authority, or any property which is contraband or which is or has been illegally transported or traded;
5. theft or attempted theft from an unattended vehicle, unless stored out of sight in a locked boot or compartment and there is evidence that the vehicle has been broken into;
6. electrical or mechanical breakdown;
7. moth, vermin, wear and tear (except where wear and tear to the fastening of an item to a carrier or container causes loss or damage to the item) or gradual deterioration, or atmospheric or climatic conditions or damage sustained due to any process or while actually being cleaned or worked upon or resulting from these processes;
8. loss, damage or theft of any land, sea or air or other motorised conveyance and/or its accessories;
9. pressure in an aircraft cargo hold;
10. damage to brittle items unless sustained as a result of an **accident** in a conveyance; and
11. **personal baggage** sent as freight or under a bill of lading.

## Section E - Money

### 1 What is Covered

We hereby agree with **you**, to the extent and in the manner herein provided, that if during **your trip** during the **operative time** and **period of insurance**:

- a) **your money** is lost or stolen whilst in **your** custody and control, **we** will indemnify **you** for this loss. This is extended to include loss or theft of **money** in **your** custody and control within the forty-eight (48) hours immediately prior to or following the **trip** if the **money** was obtained for the purpose of the **trip**.
- b) **you** suffer financial loss as a result of **your** payment card being lost or stolen during the **trip** and subsequently used without **your** authorisation by any person other than **your close relative** or **your traveling companion**, **we** will indemnify **you** for such loss.
- c) **your** travel documents, driving licence, visa or passport that are required for the **trip** are lost or damaged, **we** will reimburse the reasonable and necessary costs (including for additional travel and accommodation) of obtaining official permanent or temporary replacements. This is extended to include theft of such documents if they are stolen within the seven (7) days immediately prior to the departure date of the **trip**.
- d) **your** rental vehicle rented under a licensed rental vehicle agreement from a licensed rental vehicle company is lost, stolen or damaged, **we** will reimburse **you** for any excess or deductible **you** become legally liable to pay under a rental vehicle insurance policy as a result. **We** will only reimburse under this Policy for one (1) claim per **period of insurance** for all **insured persons**.

The maximum **we** will pay overall for this Section E per claim per **insured person**, per Sub-Section and any applicable **excess** are stated in the **policy schedule**. Additionally, Section E1a is sub-limited in respect of cash.

### 2 Conditions Specific to Section E

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. **You** must take every possible step and reasonable precaution to ensure **your money** is kept safe, properly packaged, carried and secured during the **trip**.
2. **You** must comply with the terms and conditions of the payment card issuer.

### 3 Exclusions Specific to Section E

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. loss or theft if the incident is not reported to police or another appropriate authority within seventy-two (72) hours of discovery and for which a written report is not obtained;
2. fraudulent use of payment cards if **you** have not complied with the terms and conditions under which the card was issued;
3. theft or attempted theft of **money** from an unattended vehicle, unless stored out of sight in a locked boot or compartment and there is evidence that the vehicle has been broken into;
4. fraudulent use of credit cards, charge cards or banker's cards where this is covered by a guarantee given by the issuing bank or company to **you**;
5. monetary shortfall due to error, omission, delay, exchange transaction or depreciation in value;
6. deliberate loss or damage to a rental vehicle by **you**;
7. rental vehicle wear and tear, gradual deterioration, mechanical or electrical failure; and
8. rental vehicle damage or loss that existed prior to the commencement of the rental period.

## Section F - Personal Liability

### 1 What is Covered

We hereby agree with **you**, to the extent and in the manner herein provided, that if during **your trip** during the **operative time** and **policy period** **you** cause the **accidental bodily injury** or **accidental** death of any other person or loss or damage to the other person's property, **we** will:

- a) pay for compensatory damages **you** become legally liable to pay as a result; and
- b) reimburse the reasonable and necessary legal costs and expenses for settling and defending a claim made against **you** as a result.

The maximum **we** will pay per claim per **insured person** is stated in the **policy schedule**.

## 2 Conditions Specific to Section F

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. No offer or promise of payment or admission of any liability or fault or negotiation must be made to any party without **our** prior written approval.
2. Legal costs and expenses incurred by **you** will only be reimbursed should they have been agreed by **us**.
3. **You** or **your** representatives must not become involved in any litigation without **our** prior written approval.
4. **You** must give **us** immediate notice of any inquest, impending prosecution, fatal enquiry and event that might give rise to a claim under this Section.
5. **We** must be provided with all documents relating to a claim or potential claim, including but not limited to every writ, summons, letter, claim and process, under this Section immediately upon receipt of such documents by **you**.
6. **We** must be provided with all reasonable assistance required by **us** by **you** and **your legal representatives**.
7. Should **we** so choose, **we** shall have the right to act in **your** name and take over the defence and/or settlement of any claim. This shall extend to include, at **our** own expense, any prosecution or claim for indemnity or damages against any other person.
8. Should **we** so choose, at any time **we** may pay **you** the amount shown for this Section in the **policy schedule** (minus any sums already paid as compensation) or an amount that is lesser for which the claim or a series of claims can be settled. Following this, **we** shall not be under any further liability in respect of the claim or series of claims, except for any costs or expenses incurred prior to the date of such payment.
9. If **your** liability in respect of a claim or series of claims exceeds the amount shown for this benefit in the **policy schedule**, the amount of **our** liability for the claim or series of claims shall be reduced in the same proportion to the difference between the amount shown for this benefit in the **policy schedule** and the total amount **you** will settle in relation to the claim or series of claims.

## 3 Exclusions Specific to Section F

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. the **insured person's** family;
2. ownership, custody, or use of any motor vehicle or mechanically propelled vehicle, aircraft, watercraft, firearms, land or buildings, or animals;
3. the conduct of a business, profession or trade, including **you** providing professional advice or services or employment;
4. punitive, aggravated or exemplary damages;
5. any wilful, unlawful, or malicious act;
6. material property belonging to or held in trust by **you** or **your** family or **your** employee or agent except for **your** temporary accommodation whilst on a **trip**;
7. **your** participation in **terrorist activity**;
8. the transmission of a communicable disease or virus; and
9. any liability agreed by **you** unless such liability would have attached to **you** in the absence of that agreement.

## Section G - Legal Expenses

### 1 What is Covered

**We** hereby agree with **you**, to the extent and in the manner herein provided, that if during **your trip** during the **operative time** and **policy period** a third party causes **accidental bodily injury** to **you** or **your accidental** death, **we** will pay for **your legal expenses** incurred or **legal expenses** incurred on behalf of **you** in pursuit of a civil claim for damages or compensation against the third party.

The maximum **we** will pay from a single original event or circumstance for all **legal expenses** reasonably and necessarily incurred is stated in the **policy schedule**.

## 2 Conditions Specific to Section G

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. **You** must report any original event or circumstance that is likely to give rise to a claim under this Section to **us** as soon as practicably possible and in any event no less than six (6) months after **you** knew or

ought to have known about the event or circumstance. In respect of an appeal or defence of an appeal this must be reported to **us** at least ten (10) working days prior to the deadline for the appeal.

2. **Our** consent to pay any **legal expenses** must firstly be obtained in writing before they are incurred, or this shall entitle **us** to withdraw cover under this Section and recover any **legal expenses we** have paid.
3. In the first instance, **we** will appoint a **legal representative**. If, however, there are reasonable circumstances for this not to be appropriate, such as a conflict of interest, **you** may nominate a **legal representative** by sending **us** their name and address. If **we** do not approve of the **legal representative** that has been chosen, **you** may choose an alternative. If there is still a disagreement regarding the nomination of the **legal representative**, **we** will ask the president of a relevant national law society to choose a suitable individual, the choice of whom all parties must abide by.
4. **You** and **your** representatives and the **legal representative** must fully cooperate with **us**, keep **us** fully informed at all times and pass on any information **we** require in regard to any **third party claim** or **legal proceedings** under this Section of the Policy. **You** must also cooperate fully with the **legal representative**. **We** are entitled to have access to and be provided by the **legal representative** on request, any information or documentation or advice relating to any **third party claim** or **legal proceedings** under this Section of the Policy.
5. **Our** decision to allow the commencement and the continuation of **legal proceedings** will take into account the opinion of the **legal representative** and **our** own counsel. Consent will be given if:
  - a) the collective legal opinion of the **legal representative** and **our** own counsel is that there is a continuing reasonable prospect of success (more than 50%) for pursuing the **legal proceedings**; and
  - b) the cost in pursuing a **third party claim** is likely to be less than the amount of damages or compensation that **you** are likely to receive; and
  - c) it is reasonable for **legal expenses** to be paid by **us**.
6. If the opinion of the **legal representative**, **you** and/or **our** own counsel differ, **we** may at **our** own cost obtain an opinion from a qualified barrister to be mutually selected, or if agreement upon selection cannot be reached, to be chosen by the president of a relevant national law society. This opinion will determine whether **we** give **our** consent to the commencement and continuation of **legal proceedings**.
7. If **we** do not give **our** consent to the commencement of **legal proceedings**, then **we** will only pay for the reasonable costs in obtaining the initial opinion of the **legal representative** upon the merits of pursuing a **third party claim** for damages or compensation. If **we** do not give **our** consent for the continuation of **legal proceedings** and as such **we** withdraw **our** consent, then **we** will only pay for the costs incurred under this Section up until the date that consent to continue is withdrawn by **us**.
8. If the opinion of the **legal representative**, **you** and/or **our** own counsel is that there is a reasonable prospect of success but the cost of pursuing a **third party claim** is likely to be more than the amount of damages or compensation that **you** are likely to receive, the maximum **we** will pay is the anticipated amount of damages or compensation or the applicable limit of indemnity stated on the **policy schedule**, whichever is the lesser amount. This shall be payable at **our** sole discretion.
9. All claims including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim.
10. **We** may at **our** discretion assume control, in **your** name, of any **third party claims** or **legal proceedings** under this Section at any time.
11. If **you** settle or withdraw a **third party claim** without **our** prior written agreement, cover under this Section will end and **we** will be entitled to recover any **legal expenses we** have incurred from **you**.
12. If **you** refuse to accept a reasonable offer or payment into court to settle a **third party claim** against **our** and the **legal representative**'s recommendation, then **we** may refuse to pay any further benefit under this Section.
13. No agreement to settle on the basis of both parties paying their own costs is to be made without **our** prior written agreement.
14. If the **legal representative** is dismissed without **our** prior written agreement, cover under this Section will end and **we** will be entitled to recover any **legal expenses we** have incurred from **you**.
15. If following any successful claim or **legal proceedings** an award of costs is made in the favour of **you** or those acting on **your** behalf, any **legal expenses** paid by **us** will be reimbursed by **you** or those acting on **your** behalf to **us** to the extent of the full amount of such costs awarded.
16. Apart from the decision of appointing a **legal representative**, or the commencement or continuation of **legal proceedings**, if there is any dispute between **you** and **us** in respect of acceptance, control, handling or refusal of any claim under this Section, this will be referred to a single arbitrator. The arbitrator will be a solicitor or barrister agreed by **you** and **us**, or if there is a dispute as to the choice, one who is chosen by the president of a relevant national law society. The arbitrator's decision shall be final and binding on all parties, including the apportionment of costs.
17. Third parties do not have any right to enforce the terms of this Section, including under The Contracts (Rights of Third Parties) Act 1999.

### 3 Exclusions Specific to Section G

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or attributable to:

1. the defending of any civil claim or **legal proceedings** made or brought against **you**, including any counterclaims made against **you** in connection with any **third party claim**;
2. **illness**;
3. death or **bodily injury** that occurs gradually or is not caused by an **accident**, including deep vein thrombosis (DVT) or its symptoms in relation to air travel;
4. when **you** do not keep to the terms, conditions and exclusions under this Section;
5. when there is more specific insurance under another policy that **you** hold or where there is no possibility of recovery under another insurance policy because that insurer has refused the claim;
6. fines or other penalties imposed by a court of criminal jurisdiction or other authority;
7. any criminal act deliberately or intentionally committed by **you**;
8. **your** driving a motor vehicle without a valid licence and/or insurance;
9. pursuing any claim against any travel agent, tour operator, insurer or their agents;
10. clinical negligence;
11. an application for judicial review;
12. any claim or circumstance notified more than six (6) months after the event from which the cause of action arose or where **you** have failed to notify **us** of the event giving rise to a **third party claim** within a reasonable time and **we** believe this failure has prejudiced **our** position;
13. **legal expenses** incurred by **you** making a claim against the **policyholder**, **your** employer, **us**, **your close relative**, any other person covered under this Policy, or any organisation or person involved in arranging this Policy;
14. **legal expenses** incurred before **we** have given **our** consent;
15. **legal expenses** chargeable by the **legal representatives** under contingency fee arrangements; and
16. slander or libel.

## Section H - Winter Sports

### 1 What is Covered

**We** hereby agree with **you**, to the extent and in the manner herein provided:

#### 1.1 - Winter Sports Equipment

That if winter sports equipment **you** are using on a **trip** during the **policy period** and **operative time** is lost, stolen or damaged by **accident**, **we** will reimburse **you** for:

- a) Winter Sports Equipment Owned by You  
The lower amount of replacement or repair for winter sports equipment owned by **you**. This will be payable only after making an allowance for wear, tear and loss of value using the following scale:

Equipment age (years)	Deduction from the price <b>you</b> paid
0-1	10%
1-2	20%
2-3	40%
3-4	50%
4-5	80%
5+	100% (nothing payable)
- b) Winter Sports Equipment Hired by You  
The lower amount of replacement or repair for winter sports equipment hired by **you**.
- c) Replacement Winter Sports Equipment Hire  
The hire of winter sports equipment for the rest of **your trip**, following a valid claim under Section H1.1b only.
- d) Lift Pass  
The cost of a replacement lift pass but only in respect of loss or theft.

The maximum **we** will pay per complete twenty-four (24) hour period per **insured person** for equipment hire, per claim per **insured person** and any applicable **excess** is stated in the **policy schedule**.

#### 1.2 - Bodily Injury and Illness

That if **you** suffer **illness** or **bodily injury** and as a direct result **you** are certified by a **medical practitioner** as being unable to take part in **your** pre-booked winter sports activities, **we** will:

a) Non-Refundable Costs Reimbursement

Reimburse **you** for the non-refundable costs of ski school lessons, winter sports equipment hire and lift passes, if these were hired for use on a **trip** scheduled to take place during the **policy period** and **operative time**.

b) Compensatory Daily Benefit

Pay **you** a daily amount per complete twenty-four (24) hour period that **you** are certified as being unable to take part, if **your illness** or **bodily injury** occurred whilst **you** were on a **trip** during the **policy period** and **operative time**.

The maximum **we** will pay per complete twenty-four (24) hour period per **insured person** and/or per **insured person** per claim are stated in the **policy schedule**.

1.3 – Interruption

a) Avalanche

That if whilst on a **trip** during the **operative time** and **policy period** **you** are unavoidably delayed from arriving at or leaving a pre-booked resort due to an avalanche, **we** will reimburse **you** for the reasonable and necessary **additional transport and accommodation expenses** incurred as a result.

b) Resort Closure

That if whilst on a **trip** during the **operative time** and **policy period** there is not enough snow, too much snow or high winds resulting in all ski lifts and ski schools at **your** pre-booked resort being closed, **we** will either:

- i. reimburse **you** for the reasonable additional costs **you** pay to travel to another resort; or
- ii. pay **you** a daily amount per complete twenty-four (24) hour period that the resort is closed if there is no other resort available,

whichever is the lesser amount.

The maximum **we** will pay per complete twenty-four (24) hour period per **insured person** and/or per **insured person** per claim are stated in the **policy schedule**.

## 2 Conditions Specific to Section H

In addition to the General Conditions set out later in this **wording**, the following conditions apply to this Section:

1. **You** must make a reasonable effort to keep **your** winter sports equipment safe and secure.
2. If **your** winter sports equipment is lost or stolen **you** must take all reasonable steps to get it back.
3. If **your** winter sports equipment is lost or damaged by a transport provider, authority or accommodation provider **you** must report the details of the loss or damage to them in writing within their timeframe limits (where applicable) and get written confirmation from them in return.
4. If **your** winter sports equipment is lost or stolen **you** must report the details of the theft to police within twenty-four (24) hours and get written confirmation from them in return.

## 3 Exclusions Specific to Section H

In addition to the General Exclusions set out later in this **wording**, **we** will not be liable under this Section for any claim arising out of, based upon or based upon or attributable to:

1. **your** deliberate or malicious damage to or carelessness or neglect of winter sports equipment resulting in it being lost or damaged;
2. loss or theft or damage of winter sports equipment when it is stored in a motorised vehicle;
3. damage to winter sports equipment from moth and vermin, or any process of cleaning, restoring or repairing; and
4. any claims under Section H1.3b for resort closure if the winter sport **you** had pre-booked to take part in during **your trip** is not affected by the closure of ski lifts or ski schools, including but not limited to cross country skiing.

## General Exclusions

### Key Information

The following general exclusions apply to the whole of this Policy. In addition to these General Exclusions, there are additional exclusions which apply within the Policy.

This Policy does not cover claims in any way caused or contributed to by:

1. **pre-existing medical conditions** detailed in the Section Pre-Existing Medical Conditions;
2. whilst on a **trip** acting in a way which goes against the advice of a **medical practitioner**;
3. an event or circumstance of which **you** were aware of or could reasonably be expected to be aware of at the time this Policy was purchased or **your** travel was booked (whichever occurs last) and which could reasonably be expected to lead to **you** making a claim under this Policy under Sections C1.1, C1.2, C1.3 and H1.2a;
4. sports or pastimes not listed within the Sports and Pastimes Section;
5. winter sports unless the Winter Sports Section is included as shown in the **policy schedule**;
6. winter sports after the **insured person** has been travelling on winter sports holidays for more than thirty (30) days (not necessarily consecutively) during the **policy period**;
7. **war** in an **insured person's country of residence** or secondment, including losses in relation to or to control, prevent or suppress such **war**, unless an **insured person** is already on a **trip** when such **war** is declared;
8. the **insured person** piloting or crewing any aircraft;
9. the **insured person** being a full-time member of the military or armed forces, or a member of any reserve forces called out for permanent duties;
10. any **trip** connected with the business of the **policyholder**;
11. voluntary work;
12. **terrorist activity** when **you** are taking an active part therein;
13. the refusal, failure or inability of any person, company or organisation including any carrier or service provider to provide services, facilities or accommodation by reason of their own **financial default** or the **financial default** of any person, company or organisation with whom or with which they have business dealings;
14. **your** suicide or attempted suicide or intentional self-injury, except under Section B1.3 for repatriation of mortal remains following suicide;
15. **you** deliberately exposing **yourself** to exceptional danger, except in an attempt to save human life;
16. **your** own criminal or intentional illegal act, including violating the laws or regulations of a country that is being visited or acting in violation or contravention of any government or government authority, regulation or prohibition of the country in which **you** are travelling;
17. being under the influence of alcohol or drugs, other than those prescribed by a **medical practitioner** but not for the treatment of drug addiction;
18. pregnancy, childbirth or any medical complications resulting therefrom if **you** are, or would have been, pregnant for thirty-five (35) weeks or longer at any point during a **trip**;
19. claims arising as the consequence of a loss, for example loss of earnings due to an **accident**;
20. any claims resulting from travel to any country or region where the Foreign Commonwealth and Development Office or other similar regulatory body in **your country of residence** has issued warnings against all but essential travel to;
21. any **excess** amount or **waiting period**, the cost of which is to be borne by **you**; and
22. **claims** for which **you** do not provide **us** with evidence that **we** reasonably require.

# General Conditions

## Key Information

The following conditions and provisions are applicable to the whole Policy. There are additional conditions and provisions which apply within the Policy.

### 1.1 Geographical Area

**You** will be covered for **trips** limited to the Geographical Area stated in the **policy schedule**.

### 1.2 Maximum Length of Trips

The maximum length of an **overseas trip** and/or a **trip** within **your country of residence** is shown in the **policy schedule**.

### 1.3 Exposure

This wording covers claims arising out of death and **bodily injury** caused by exposure to the **elements** as a result of an **accident** covered under this wording.

### 1.4 Duplication Of Claims

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. Under no circumstances will **we** make duplicate payments for the same loss.

The above General Condition 1.4 does not apply to duplicate losses under Section A, which are solely determined by the conditions and exclusions specific to that Section.

### 1.5 Information Disclosed

When taking out this Policy, the **policyholder** is under a duty to make a fair presentation of the risk. This means that:

- a. the **policyholder** must disclose to **us** all **material information** which it knows or ought to know;
- b. every material representation on a matter of fact must be substantially correct; and
- c. every material representation on a matter of expectation or belief must be made in good faith.

During the **policy period**, if there are alterations to the material information disclosed when taking out this Policy, including but not limited to a change in **business**, or change in the occupations or pursuits of the **insured persons**, the **policyholder** must notify **us** as soon as reasonably practicable by contacting the broker listed in the **policy schedule** no more than thirty (30) days after the change. **We** reserve the right to cancel this Policy or alter the terms and conditions of this Policy based on these alterations.

Information, a circumstance or a representation is 'material' where it would influence the judgement of a prudent insurer in deciding whether to provide insurance and, if so, on what terms. If the **policyholder** is unsure on whether information is material the **policyholder** should ask the broker listed in the **policy schedule**.

If the **policyholder** deliberately or recklessly breached its duty to make a fair presentation before this Policy was entered into, **we** will treat the Policy as if it had never existed, **we** may not return any **premium** paid and refuse all Policy **claims**.

Notwithstanding Condition 12 Cancellation, if the **policyholder** deliberately or recklessly breached its duty to make a fair presentation when there was a significant alteration to material information or requirement of a subjectivity during the **policy period** as described above, **we** will cancel the Policy with effect from the time of the significant alteration and may not return any **premium** paid.

If the **policyholder** failed to comply with their duty to make a fair presentation either before this Policy was entered into, or when there was a significant alteration to material information or requirement of a subjectivity during the **policy period** as described above but its failure was neither deliberate nor reckless **we** will, where the law allows, use a remedy of **our** choosing with the result that:

- a. the Policy is cancelled and any **premium** paid is returned to the **policyholder**;
- b. a Policy **claim** is refused; or
- c. a Policy **claim** is proportionately reduced; or
- d. charge the **policyholder** additional **premium**.

## 1.6 Age Limit

Unless otherwise agreed by **us** and specifically stated in an **endorsement** attaching to this Policy, no person above the age limit specified for that category of **insured person** within the **policy schedule** will be covered by **us** under this Policy.

## 1.7 Compensation

**We** will pay all benefits payable under this Policy to the **insured person** or such person or persons and in such proportions as the **insured person** shall nominate where this is not in contravention of any local licensing, regulatory or legislation requirements.

Once **we** have paid the benefit to a nominee chosen by the **insured person** **our** liability to pay such benefits shall be discharged.

## 1.8 Other Insurance

If, at the time the **insured person** makes a **claim** under this Policy, they are insured for the same **claim** by any other insurance (including but not limited to **co-insurance**) the coverage available to the **insured person** under this Policy will only operate in excess of that which would have been payable under the other insurance had this Policy not been in force.

If an **insured person** is covered under more than one (1) insurance policy underwritten by **us** for the same benefit, **we** will consider the **insured person** to be insured only under the policy which provides the highest benefit level, and **we** will apply the benefits payable in accordance with that policy.

## 1.9 Subrogation

In the event of any payment under this Policy, **we** shall be subrogated to the extent of such payment to all rights of recovery, contribution and indemnity of the **policyholder** and/or the **insured person**. The **policyholder** and/or the **insured person** shall upon **our** request provide all reasonable assistance to secure and exercise **our** rights and shall do nothing to prejudice such rights.

If **we** choose to exercise **our** rights of subrogation, **we** will pay the costs and expenses involved in exercising such rights against the third party.

## 1.10 Interest

**We** will not pay interest on any claim.

## 1.11 Loss Mitigation

**You** must take all reasonable steps to avoid or reduce any loss or the event of any circumstance which may lead to a claim under this Policy.

## 1.12 Fraudulent Claims

If there is any fraud, deliberate dishonesty, or deliberate non-disclosure of information in connection with a **claim** brought by the **policyholder** or an **insured person**, **we** may at **our** sole discretion:

- a. refuse to pay the **claim**;
- b. recover from the **policyholder** or **insured person** any sums already paid by **us** in connection with the **claim**; and/or

cancel this entire Policy with no return of **premium** from the date of the fraudulent act if the **policyholder** was fraudulent or cancel the Policy in relation to the **insured person** only from the date of the fraudulent act if the **insured person** was fraudulent with no return of the **insured person's premium**.

## 1.13 Currency

If a claim involves foreign currency, it will be converted into the currency applicable to the premium and limits in the **policy schedule** based on the exchange rate at or as near as possible to the time of the loss. The website from which the exchange rate is chosen shall be chosen by **us** at **our** sole discretion.

## 1.14 Cancellation

**We** can cancel this Policy by giving the **policyholder** thirty (30) days' notice (from the date of sending) in writing to the **policyholder**'s last known address or to the broker specified in the **policy schedule**.

**We** can cancel the **insured person**'s participation under this Policy by giving the **insured person** thirty (30) day's notice (from the date of sending) in writing to the **policyholder**'s last known address or to the broker specified in the **policy schedule**. **We** will only do this for a valid reason. Examples of non-exhaustive valid reasons are as follows:

- non-payment of **premium**;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

On cancellation by **us**, **we** will refund to the **policyholder** or **insured person** (whoever has paid) the **premium** paid for any remaining **policy period** provided no **claims** or events have been reported to **us** and subject to there being no incident(s) that the **policyholder** or **insured person** is aware of that might give rise to a **claim**.

The **policyholder** may not cancel this Policy at any time.

The **insured person** can cancel their participation under this Policy at any time by giving **us** notice in writing via the **policyholder** specified in the **policy schedule**. The **insured person** will be removed from this Policy and the **insured person**'s monthly salary deductions in respect of this insurance will cease.

In the event that two (2) police officers who are **partners** both separately purchase this insurance Policy, **we** will issue a refund for one (1) police officer, as **partners** are already covered hereunder.

## 1.15 Law And Jurisdiction

The law and jurisdiction applicable to this insurance contract are as stated in the **policy schedule**.

## 1.16 Assignment

This Policy and any and all rights under it are not assignable without **our** written consent.

## 1.17 Contract (Right of Third Parties) Act 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 1.18 Language

All communication relating to this Policy shall be in English.

## 1.19 Entire Agreement

The Policy, **policy schedule**, endorsement(s) and application form shall be read together as one (1) contract. If any word or expression to which a specific meaning has been ascribed in any part of the **policy schedule** will bear a specific meaning wherever it appears.

## 1.20 Severability Clause

If any provision or part-provision of this Policy is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Policy.

## 1.21 Sanctions

It is a condition of this Policy, and the **policyholder** and **insured persons** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **us** would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

## **1.22 End Of Employment**

**We** will stop paying benefits for an **insured person** on the last day of the month in which the **insured person** is no longer eligible to remain a member of this Policy due to their transfer to another force, resignation or dismissal. On retirement, **we** will stop paying benefits for an **insured person** on the last day of the month in which the insured person retires, unless they choose to continue their insurance.

# How To Make A Claim

**We** are dedicated to providing the best in class claims experience through clear communication and a customer first approach. For **claims** under any of the Sections outlined in this Policy **we** have appointed Sedgwick and Healix, as claims coordinators, to be the point of contact.

## Things You Must Do When Notifying A Claim

In order for **us** to handle any claims under this Policy, **you** must:

- notify **us** as soon as reasonably practicable and in any event within sixty (60) days of becoming aware of any claim, event or circumstance which might result in a claim under this Policy.
- provide **us at your expense** with full written details and supporting information including the policy number, **your** name, location of loss, date of loss, **your** contact number, medical evidence etc. as soon as reasonably practicable. However, do not delay reporting because of missing information, as this can be collected at a later date.
- retain all information that might reasonably be required for the claim.
- provide **us at your expense** with any information **we** require, including responding to reasonable requests for information in an honest and reasonably careful manner.
- forward to **us at your expense** as soon as reasonably practicable any letters, claims, legal process or other legal documents received if a claim is made or threatened against **you** by a third party.
- inform the police as soon as reasonably practicable following any loss from violent or malicious acts, theft or attempted theft or lost property.
- not admit liability or offer or agree to settle any claim made or threatened by a third party without **our** written permission.
- take all reasonable care to limit any loss, damage or **bodily injury**.
- submit to a medical examination at **our** request and in the event of **your** death **we** shall be entitled to have a postmortem carried out at **our** own expense.

### **Medical Emergencies**

If the event is a medical emergency, seek immediate care for from the nearest emergency medical provider or facility and contact **our** Emergency Assistance Provider via the details below as soon as possible afterwards.

Where it is reasonable and practical to do so, **you** must make arrangements for inpatient treatment and/or day surgery only with the involvement and/or agreement of **our** Emergency Assistance Provider using the following contact information:

Emergency Assistance Provider: Cega  
Telephone: +44 (0)1234 975385  
Email: assistance@cegagroup.com

### **All Other Claim Situations**

In all other circumstances, the following may be used to promptly report a claim, event or circumstance which might result in a claim under this Policy:

Claims Coordinator: Crawfords  
Telephone: +44 1908 302235  
Email: [everestuk@crawco.co.uk](mailto:everestuk@crawco.co.uk)  
FNOL Link: <https://us-fnol.claims.global/everestUK/submit>

## Complaints - How To Make A Complaint

We are committed to providing an excellent service including how we deal with complaints.

### Complaints

If the **policyholder** or **insured person** wishes to make a complaint they can do so at any time by referring the matter to:

Gallagher  
The Galleria,  
Station Road  
Crawley,  
West Sussex  
RH10 1WW

If the **policyholder** or **insured person** remains unsatisfied with the outcome, they may contact:

The Compliance Officer,  
Everest Insurance (Ireland) DAC,  
3<sup>rd</sup> Floor. Huguenot House,  
35-38 St. Stephen's Green,  
Dublin 2,  
Ireland, D02 NY63

Email: [ejidcustomercare@everestre.com](mailto:ejidcustomercare@everestre.com)

Phone: 353 1 418 0300

We take complaints seriously and hope to resolve them in a timely manner. In the event that we are unable to resolve a complaint within eight weeks, the **policyholder** or **insured person** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) in the United Kingdom to carry out an independent review.

The FOS is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. More information is available in the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from fixed lines in the United Kingdom) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the United Kingdom). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This procedure and contacting the Financial Ombudsman Service does not affect the **policyholder**'s or **insured person**'s rights to take legal action.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstance of a claim, you may be entitled to compensation from the FSCS if we are unable to meet our obligations under this insurance. Further details are available at their website: [www.fscs.org.uk](http://www.fscs.org.uk) or by applying for information by post to PO Box 300, Mitcheldean, GL17 1DY. Alternatively they can be contacted by telephone at: 0800 678 1100.

## Data Protection - Personal Information Notice

**We** collect and use relevant information about **you** to provide insurance and to meet **our** legal obligations. This information includes **your** name, address and contact details and other information **we** collect about **you** and may include sensitive information such as health information and any criminal convictions.

In certain circumstances **we** may need **your** consent to process certain categories of information (including sensitive information). Where **we** need such consent, **we** will ask for such consent from **you**. **You** are not obliged to give **your** consent and may withdraw **your** consent at any time. However, if **you** do not give the required consent, or withdraw **your** consent, this may affect **our** ability to provide the insurance cover under this Policy or **our** ability to handle **your claims**.

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

**You** have the right to access the information **we** hold about **you**. If **you** wish to access that information please contact **us** at DataPrivacy@EverestGlobal.com.

Note: please refer to the full version of **our** Data Privacy and Protection policy found at <https://www.everestglobal.com/gb-en/about-us/privacy/privacy-security-and-trust/privacy-notices-and-policies/gdpr-privacy-notice>.

## Definitions

Where the following words appear in **bold** in this Policy they will have the meanings shown in the table below.

Unless the context otherwise clearly indicates, words used in the singular include the plural and the plural includes the singular.

TERM	DEFINITION
<b>Accident, accidental</b>	a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the <b>period of insurance</b> .  <b>Accident</b> shall also include disappearance. If <b>you</b> are not found within twelve (12) months of disappearing, and sufficient evidence is produced satisfactory to <b>us</b> that leads <b>us</b> inevitably to the conclusion that <b>you</b> have sustained <b>bodily injury</b> and that such <b>bodily injury</b> has caused <b>your</b> death, <b>we</b> shall forthwith pay any death benefit, where applicable, under this Policy, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to <b>us</b> if <b>you</b> are subsequently found to be living.
<b>Additional transport and accommodation expenses</b>	additional transport and accommodation expenses less any amount recoverable from related unused pre-booked transport and accommodation expenses as a result of <b>you</b> having to curtail or amend <b>your trip</b> under Section C1.1 or due to missed departure under Section C1.3 or due to avalanche under H1.3a.
<b>Benefit period</b>	the maximum period that <b>we</b> will pay the benefit for <b>temporary total disablement</b> or <b>temporary partial disablement</b> for any one (1) <b>accident</b> and any one (1) <b>insured person</b> , after the <b>waiting period</b> . This is shown in the <b>policy schedule</b> .
<b>Bodily injury</b>	an identifiable physical injury sustained by <b>you</b> within twelve (12) months of and as a result of an <b>accident</b> which occurs solely, directly and independently of any other cause or causes.
<b>Close relative</b>	brother, sister, child, next of kin, parent, <b>partner</b> , grandparent, grandchild, legal guardian, legal next of kin or any corresponding in-laws or step-relations.
<b>Comatose state</b>	A state of unconsciousness that persists for at least twenty-four (24) consecutive hours. This diagnosis must be supported by a <b>medical practitioner</b> with evidence of no response to external stimuli for at least twenty-four (24) consecutive hours.
<b>Country of residence</b>	Any country where the <b>insured person</b> has their permanent <b>home</b> , the address of which is stated in their contract of employment with or to the <b>policyholder</b> .
<b>Dependant</b>	An unmarried dependant of an <b>insured person</b> , including a natural, step or legally adopted child, foster child or grandchild, who: <ol style="list-style-type: none"> <li>ordinarily resides with the <b>insured person</b> and who is under the age of eighteen (18) years, or twenty-three (23) years if enrolled for full-time study in a recognised institution of learning or higher learning; or</li> <li>has a disability that means the <b>insured person</b> or their <b>partner</b> or a third party acting on their behalf receives a carer's benefit or allowance from the state.</li> </ol>
<b>Elements</b>	includes but is not limited to drought, heatwave, sandstorm and blizzard.
<b>Epidemic</b>	A widespread occurrence of an infectious disease in a community at a particular time.
<b>Exceptional circumstance</b>	strike, industrial action, mechanical breakdown or structural defect of a scheduled pre-booked <b>public transport</b> , adverse weather conditions or <b>natural catastrophe</b> .
<b>Excess</b>	the first amount of a claim that <b>you</b> must bear, which will be stated in the <b>policy schedule</b> as a monetary amount or a percentage of the loss.
<b>Financial default</b>	Insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, judicial manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

<b>Hijack</b>	the unlawful seizure or taking control of an aircraft or any other conveyance in which <b>you</b> are travelling as a passenger, excluding <b>kidnap</b> .
<b>Home</b>	<b>an insured person's</b> single main place of residence as declared to or within their contract of employment with the <b>policyholder</b> .
<b>Hospital</b>	<p>an establishment legally constituted and registered as a facility for the care and treatment of sick and injured persons, holds a license as a hospital (if licensing is required in the state or government jurisdiction) and meets the following requirements:</p> <ol style="list-style-type: none"> <li>1. operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as in-patients;</li> <li>2. provides twenty-four (24) hours a day nursing services by registered graduate nurses;</li> <li>3. is supervised by a staff of <b>medical practitioners</b>; and</li> <li>4. maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment.</li> </ol> <p>It does not include the following:</p> <ol style="list-style-type: none"> <li>1. a clinic, nursing, rest or convalescent home, extended care facility or similar establishment;</li> <li>2. a place for or a special unit of a hospital used primarily for the treatment of alcoholism or drug addiction;</li> <li>3. a mental institution; an institution confined primarily to the treatment of psychiatric disease including subnormalities; the psychiatric department of a hospital; or</li> </ol> <p>a health hydro or nature cure or natural care clinic.</p>
<b>Illness</b>	<b>your</b> sickness or disease not resulting from <b>bodily injury</b> .
<b>Insured person, you, your</b>	Any person that meets the Eligibility Criteria within the <b>policy schedule</b> .
<b>Kidnap</b>	the unlawful actual, attempted or alleged taking captive, abduction, or detention of <b>you</b> against <b>your</b> will, excluding <b>hijack</b> . This does not include a child being kidnapped by its parent or legal guardian.
<b>Legal expenses</b>	<ol style="list-style-type: none"> <li>a. The reasonable costs in obtaining the opinion of the <b>legal representative</b> on the merits of pursuing a <b>third party claim</b> for damages or compensation prior to the commencement of any <b>legal proceedings</b> against the third party who has caused <b>your bodily injury</b> or death; and</li> <li>b. any costs, fees, expenses and other amounts reasonably incurred by the <b>legal representative</b> to pursue any <b>claim third party claim</b> or <b>legal proceedings</b> in respect of a <b>third party claim</b>, including costs and expenses of expert witnesses, as well as those incurred by <b>us</b> on behalf of <b>you</b> to pursue any such <b>third party claim</b> or <b>legal proceedings</b> in respect of a <b>third party claim</b>; and</li> <li>c. any costs for which there is a legal liability for <b>you</b> to pay following an award of costs by any court or tribunal or following an out-of-court settlement made in respect of a <b>third party claim</b> or <b>legal proceedings</b>; and</li> <li>d. any fees, expenses and other amounts reasonably incurred by the <b>legal representative</b> in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator made in respect of a <b>third party claim</b>; and</li> <li>e. reasonable and necessarily incurred travel and accommodation expenses, if <b>you</b> are required to attend a court in connection with an original cause, event, or circumstances arising under the Legal Expenses Section of the Policy.</li> </ol>
<b>Legal proceedings</b>	action taken in a court to pursue a claim for damages in respect of a <b>third party claim</b> .
<b>Legal representative</b>	an approved law firm, solicitor, firm of solicitors, law firm or any appropriately qualified person, firm or company, appointed to act for <b>you</b> in accordance with the terms of the Legal Expenses Section of the Policy.
<b>Loss of hearing</b>	permanent irrecoverable loss of hearing in one (1) or both ears, where the quietest sound that can be heard is louder than ninety-five (95) decibels when tested by a qualified audiologist.

<b>Loss of limb</b>	The <b>permanent</b> total functional disablement of an entire hand or arm above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or leg at or above the ankle joint, or complete and <b>permanent</b> physical severance through or above all four (4) fingers at the metacarpal phalangeal joints or the level of the ankle.
<b>Loss of sight</b>	The loss of sight of one (1) eye is when the degree of sight remaining in one (1) eye after correction is 3/60 or less on the Snellen Scale and this is permanent. The loss of sight of both eyes is when an <b>insured person</b> is certified by a qualified ophthalmic specialist as severely sight impaired (blind) and as a result is registered as blind.
<b>Loss of speech</b>	Permanent and total loss of speech.
<b>Medical expenses</b>	the necessary and reasonable expenses incurred and paid to a <b>medical practitioner</b> , <b>hospital</b> and/or ambulance service provider for medical, surgical, X-ray, <b>hospital</b> or nursing treatment including the cost of medical supplies and ambulance hire.
<b>Medical practitioner</b>	a registered and properly qualified medical practitioner licensed under any applicable laws and acting within the scope of their license and training. The attending medical practitioner cannot be: <ol style="list-style-type: none"> <li><b>your</b> business partner, agent, employee or colleague; or</li> <li><b>your</b> relative or <b>partner</b>.</li> </ol>
<b>Money</b>	coins, bank notes, postal or money orders, cheques, signed travellers' cheques, travel tickets, vouchers and coupons with a monetary value and credit vouchers which belong to <b>you</b> or are under <b>your</b> custody and control.
<b>Natural catastrophe</b>	earthquake, tsunami, highwater, wildfire, volcanic eruption, floods, hurricane, tempest, landslide and snowstorm.
<b>Operative time</b>	the period of time and circumstances during which cover under this Policy is effective within the <b>policy period</b> as shown in the <b>policy schedule</b> .
<b>Original trip itinerary</b>	the pre-booked <b>trip</b> itinerary which is in place at the time the <b>insured person</b> begins their <b>trip</b> .
<b>Overseas</b>	beyond the territorial limits of <b>your country of residence</b> .
<b>Partner</b>	A person who is an <b>insured person</b> 's spouse or partner with whom the <b>insured person</b> has continuously lived for a minimum of three (3) months immediately prior.
<b>Period of insurance, policy period</b>	the period of insurance between the dates specified in the <b>policy schedule</b> .
<b>Permanent disablement</b>	<b>total</b> disablement which entirely prevents <b>you</b> from attending to any business or occupation of any and every kind and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement as certified by a <b>medical practitioner</b> of <b>our</b> choosing. This does not include <b>loss of hearing, loss of limb, loss of sight or loss of speech</b> .
<b>Personal baggage</b>	items <b>you</b> own or are personally responsible for and which are taken on or acquired by <b>you</b> on a <b>trip</b> . This excludes property relating to <b>your</b> employer's business including business equipment and business samples and <b>money</b> .
<b>Policy schedule</b>	the document <b>we</b> issued to <b>you</b> after the <b>you</b> purchased this insurance Policy with <b>us</b> . It contains the Policy details such as the <b>policy period, operative time, insured persons</b> , the sum insured, conditions and endorsements.
<b>Policyholder</b>	The legal entity or organization named on the <b>policy schedule</b> .
<b>Pre-existing medical conditions</b>	any medical condition for which treatment (including surgery, tests or investigations by a doctor or a consultant/specialist, or prescribed drugs/medication) has been previously received at any time.
<b>Public transport</b>	Buses, trains, and other forms of transport (excluding any form of transport by air or water) that are available to the public, charge set fares, and run on fixed routes.
<b>Quarantine</b>	the restriction or closure of the accommodation in which <b>you</b> are staying as ordered by a local, national or international health authority as a direct result of a widespread infectious disease or <b>epidemic</b> .
<b>Salary</b>	The wages or salary payable to the <b>insured person</b> for duties set out in their employment contract, taking into consideration fluctuations, bonus, overtime, wage increases or commissions, and excluding deductions paid by the <b>insured person</b> . This will be calculated using the twelve (12) month period (or total shorter period if the <b>insured person</b> has been employed for a duration shorter than this) prior to an <b>accident</b> or for weekly paid <b>insured</b>

	<b>person</b> 's this will be fifty-two (52) times their <b>weekly wage</b> immediately prior to an <b>accident</b> .
<b>Temporary disablement</b>	<b>partial</b> disablement which prevents <b>you</b> from attending to a substantial part of <b>your usual occupation</b> .
<b>Temporary disablement</b>	<b>total</b> disablement which entirely prevents <b>you</b> from attending to <b>your usual occupation</b> .
<b>Terrorist activity</b>	an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
<b>Third party claim</b>	<b>your</b> civil claim for damages or compensation against a third party which is covered under the Legal Expenses Section.
<b>Traveling companion</b>	the person who is accompanying <b>you</b> for the purposes of <b>your trip</b> .
<b>Trip</b>	any journey defined by the <b>operative time</b> in the <b>policy schedule</b> which is scheduled to commence during the <b>policy period</b> and is limited to the maximum duration shown in the <b>policy schedule</b> .
<b>Usual occupation</b>	The tasks, duties and other functions which the <b>insured person</b> normally performs in connection with their occupation.
<b>Valuables</b>	watches, furs, jewellery, items made of or containing precious metals or stones, binoculars, and video, audio, photographic and computer equipment including accessories, mobile phones and hand held games consoles.
<b>Waiting period</b>	the number of calendar days stated in the <b>policy schedule</b> during which compensation will not be payable.
<b>War</b>	armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, or military or usurped power.
<b>We, us, our</b>	the insurer shown in the <b>policy schedule</b> .
<b>Weekly wage</b>	The average gross weekly amount normally payable (or for salaried individuals 1/52 <sup>nd</sup> of their <b>salary</b> ) to the <b>insured person</b> as a wage or <b>salary</b> , for duties set out in their employment contract, taking into consideration fluctuations, bonus, overtime, wage increases or commissions, and excluding deductions paid by the <b>insured person</b> . This will be calculated using the twelve (12) week period (or total shorter period if the <b>insured person</b> has been employed for a duration shorter than this) prior to an <b>accident</b> .