



# Howden Sport Personal Accident and Annual Travel Wording

Policy





---

# **BRITISH MOUNTAINEERING COUNCIL GROUP PERSONAL ACCIDENT AND ANNUAL BUSINESS TRAVEL INSURANCE**

---

This Policy is a contract between the Insured and Royal & Sun Alliance Insurance Ltd (herein called the Company)

This Policy and any Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Company's acceptance of this risk is based on the information presented to the Company being a fair presentation of the Insured's business and activities including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

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

The Company will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

## CONTENTS

<b>Additional Benefits</b>	<b>5</b>
<b>Medical Assistance Services supporting this Policy</b>	<b>6</b>
Pre Travel Medical Advice	7
Medical Assistance	7
Travellers Helpline	7
Identity Theft Helpline	8
Bereavement Advice	8
State Benefit Advice	8
Counselling	8
<b>Security Services supporting this Policy</b>	<b>8</b>
Travel Security Advice and Information Services	8
Emergency Security Assistance for	8
- Non Medical Evacuation	8
- Hijack Kidnap and Detention	8
- Security Specialist Expenses	8
<b>General Definitions</b>	<b>10</b>
<b>Definition of Operative Times</b>	<b>13</b>
<b>General Conditions</b>	<b>13</b>
<b>General Claims Settlement Conditions</b>	<b>15</b>
<b>General Policy Exclusions</b>	<b>16</b>
<b>Personal Accident Insurance Section</b>	<b>17</b>
<b>Special Extensions to this Section</b>	
Accident Medical Expenses	19
Coma Benefit	19
Convalescence	19
Counselling	19
Dental Expenses	20
Hospitalisation	20
Retraining	21
<b>Baggage Insurance Section</b>	<b>22</b>
<b>Special Extensions to this Section</b>	
Automatic reinstatement of Sum Insured after a loss	22
Business Equipment	22
Delayed Baggage	22
Loss of Keys	22
<b>Special Services applying to this Section</b>	
Identity Theft Helpline	22
Essential Information Storage	23
<b>Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section</b>	<b>24</b>
<b>Evacuation Insurance Section</b>	<b>25</b>
Special Extension to this Section	
Trauma Risk Management Counselling	26
<b>Hijack Kidnap Ransom and Detention Insurance Section</b>	<b>27</b>
<b>Legal Expenses Insurance Section</b>	<b>29</b>
<b>Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section</b>	<b>32</b>
<b>Special Extensions to this Section</b>	
Funeral Expenses	32
Hospitalisation	33
Repatriation of household goods	33

Search and Rescue Costs	33
<b>Money and Credit Cards Insurance Section</b>	34
<b>Special Extension to this Section</b>	
Automatic reinstatement of Sum Insured after a loss	34
Special Services applying to this Section	
Identity Theft Helpline	34
Essential Information Storage	34
<b>Personal Liability Insurance Section</b>	35
<b>Personal Security Specialist Insurance Section</b>	36
<b>Travel Delay Insurance Section</b>	38
<b>Travel Document Insurance Section</b>	39
<b>Claims Handling Process</b>	40
<b>Complaints Procedure</b>	41
<b>Fair Processing Notice</b>	43

# Additional Benefits

Choosing an RSA policy means that you also benefit from a number of additional services that we provide free of charge. Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues and there is no limit to the number of times you can call.

## **Legal Assistance**

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

## **Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

## **Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

## **Stress Counselling**

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The Enterprise advice line number is:

**0345 078 3863**

Please quote reference: 72848

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your policy documents.

## Assistance Services supporting this Policy

This RSA policy is supported by a fully integrated, multilingual, in house medical and security assistance third party specialist, Healix International

The expert advice and assistance provided by Healix can be accessed as follows:

Telephone: +44 (0) 20 8763 3155

E-mail: [rsa@healix.com](mailto:rsa@healix.com)

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

For your protection telephone calls may be recorded or monitored

A full description of their services supporting this Policy, both insured and uninsured, are as follows. Healix can quote for uninsured services on a direct basis, please email [gso c@healix.com](mailto:gso c@healix.com) quoting RSA21JP for a quotation

# Travel and Medical Assistance from Healix

Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix provide to protect the health of all travellers insured under this Policy

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

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

## Healix Pre Travel Advice

Even before the Insured Journey commences Healix can help with the following advice on

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

For no additional cost, Healix can also provide basic information on remote, hostile and/or austere locations including:

- details of the principal medical facilities for a given location
- details of the nearest regional medical referral centre
- high level insights into the logistics, feasibility and challenges of medical provision, including repatriation/evacuation (except where an agent fee is incurred and then the information is available at the cost of that fee)

Should you or your organisation require more granular detail to form part of a formal risk assessment tailored to your specific deployment, Healix can provide at your expense, a personalised analysis of your destination. If this is of interest, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

## Healix Medical Assistance

The Insured or an Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of medical and dental providers throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

## Healix Travellers Helpline

As well as medical assistance the Healix Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items where permitted
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to an airport in the UK
- uninsured domestic assistance for the duration of the Insured Journey - Healix will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section) This service only applies where the Insured Person's home is in the UK
- emergency message relay to family

- **Identity Theft Helpline**

Over the phone preventative advice, to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

**Bereavement Advice and Counselling following an Insured Person's death**

Practical information and advice on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director obtain appropriate counselling for the family left behind and explain the role of the Coroner

**Counselling following an insured Death or Disablement claim**

With the prior written consent of the Company telephone or face to face counselling sessions are included as part of the claims service.

**To make a claim for any of the Counselling benefits or for State Benefit Advice, please contact RSA claims as shown on page 42 of the policy wording.**

**State Benefit Advice following an insure Disablement claim**

Information and advice on the financial implications of long term absence from work due to injury

Information on entitlement to State Benefits

**Travel and Security Assistance from Healix**

Healix Security is a specialist global risk consultancy and crisis management company, providing advice and solutions that enable our Policyholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

Healix's security team offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

**Healix Travel Health & Security Advice Web Portal**

The Healix Travel Health & Security Advice web portal, provides travellers with an online resource, giving up-to-date travel information on the countries they are visiting, including a comprehensive coronavirus advisory section.

This online portal is a central point of reference with detailed country dossiers covering a variety of topics, with medical and security risk ratings and summaries, country alerts, healthcare overviews, travel tips, vaccination requirements, medical briefings and much more.

To access this service please register at:

<https://traveloracle.healix.com/RSA>

1 Complete the registration form to create an account

2 Enter policy number RSA1531522

3 Click "Register"

If you encounter any difficulties registering, please email [gsoc@healix.com](mailto:gsoc@healix.com) for support.

**Healix Emergency Security Assistance**

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap Ransom and Detention Insurance Section
- Personal Security Specialist Expenses Insurance Section



Assistance and support is given to our policyholders through

- In house expert crisis management and response consultants
- In house security analysts
- A global network of response teams and security professionals
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also benefit from a suite of risk management services from Healix, quotes can be obtained direct for provision of the following:

- Employee traveller tracking
- Close protection and armed security provision
- Crisis management and incident response planning workshops
- Ground support and protective services
- Threat and risk assessments
- Site and project audits
- Embedded analysis & event monitoring
- Security training
- Crisis management
- Travel risk policy
- Counter-terrorism services
- Evacuation planning
- Investigations
- Risk reduction planning
- Medical Emergency Response Plans (MERP)
- Employee medical screening
- Medical consultancy

If this is of interest, please email [gsoc@healix.com](mailto:gsoc@healix.com) quoting RSA21JP for a quotation.

### **RSA Business Travel Assistance App**

The App provides:

- Direct line to 24/7/365 RSA assistance line
- Configurable travel alerts for your locations of interest
- Country risk profile information & risk ratings
- Travel health safety & vaccination advice
- Interactive risk map
- Mayday alert emergency contact with real time tracking (when activated by the user)
- Secure storage of personal documentation and medical records to the phone
- Integrated traveller risk awareness e-learning course
- Medical briefings and world reports, written by medical experts documenting information about diseases and outbreaks from around the world

You can download the RSA Business Travel Assistance App from:



# General Definitions

## **Accident**

A sudden unexpected unforeseen external and identifiable incident

## **Aircraft Accumulation**

All Insured Persons travelling in any aircraft or airship

## **Amateur Member**

Any member of the Insured who does not receive an Annual Salary for participation in the Insured Sport

## **Annual Salary**

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus (unless specifically agreed otherwise) payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained

## **Assault**

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

## **Baggage**

Personal effects business equipment and trade samples belonging to in the custody or control of or for which the Insured Person is responsible for at the time of the loss

## **Britain**

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

## **Business Equipment**

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

## **Business**

The Business description as detailed in the Schedule

## **Child**

Any child of an Insured Person who is unmarried and dependent and under 18 years of age or under 25 years of age if in full-time education

## **Detention**

Unlawful prevention of an Insured Person from returning to Britain or country of residence

## **Director (including Partners and Members)**

A serving director (other than a non-executive director) of the Insured

- i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom
- ii) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom

B the Insured's Company Secretary

C a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

D any person who has signed the partnership deed of the Insured

## **Employee**

Any person under a contract of service or apprenticeship with the Insured excluding any Director

**Evacuation**

The necessary emergency evacuation of an Insured Person from a country or area within a country in which they are travelling other

than their normal country of residence as recommended by

A the British Government via the Foreign and Commonwealth Development Office or

B any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling or

C the Company's security assistance provider Healix Security

**Evacuation Expenses**

The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured or the Insured Person in evacuating the Insured Person to their normal country of residence or the nearest place of safety

**Hijack/Hijacked**

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

**Hospital**

Any institution which meets fully every one of the following criteria:

**A** maintains permanent and full time facilities for the care of overnight resident patients and

**B** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and

**C** continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and

**D** is not other than incidentally an institution which provides full time facilities for

**i)** mentally ill or mentally handicapped persons

**ii)** nursing or convalescing

**iii)** aged persons of 70 years or more

**iv)** drug addicts

**v)** alcoholics

**Incident**

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

**Insured**

As detailed in the Schedule

**Insured Journey**

As detailed in the Schedule and defined in the Operative Times

**Insured Person**

Any person or category of persons as detailed in the Schedule

**Insured Sport**

The sport for which either the Insured governs or promotes and develops as it's primary business

**Kidnap**

Unlawful seizure of an Insured Person

**Loss of Eye**

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

**A** in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

**B** in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**Loss of Limb**

**A** in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

**B** in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

**Medical Expenses**

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

**Medical Practitioner**

Any legally qualified medical practitioner other than

**A** an Insured Person

**B** a member of the immediate family of an Insured Person

**C** a Director or Employee of the Insured

**Money and Credit Cards**

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit charge cheque bankers or cash card issued in Britain or country of residence to the Insured or the Insured Person provided that such Money and Credit Cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to or was in the custody and control of or for which the Insured Person was responsible for at the time of the loss

**Nuclear Chemical or Biological Cause**

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

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

**Regular Gainful Employment**

Regular Gainful Employment shall mean an occupation for which the Insured Person is contracted and remunerated for at least 16 hours a week

**Spouse**

The legally married spouse of an Insured Person or any other person who is not a Child who the Insured consents to be covered by this Policy

**Terrorism**

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

**United Kingdom**

England Scotland Wales and Northern Ireland

**War**

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

# Definition of Operative Times

## **24 Hour**

At any time

## **Occupational Accidents Only**

While engaged on the Insured Person's occupation in the Business including at any time while travelling with the express permission of the Insured excluding Commuting or as a result of Assault

While travelling Insurance operates from the departure of the Insured Person from residence or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) at the end of the journey

## **Commuting**

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

## **External Journey**

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

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

The duration of an External Journey shall not exceed 6 months duration unless otherwise agreed in writing with the Company

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

## **Internal Journey**

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

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

# General Conditions

## **Acquisition Clause**

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company within Britain either directly or through one of its subsidiaries cover shall automatically apply from the date of acquisition or creation provided

A the activity of such company falls within the Business description

B where Group Personal Accident Insurance has been purchased the wage-roll does not increase by more than 20% of the estimate provided at inception or renewal and

C where Annual Business Travel Insurance has been purchased the travel pattern does not increase by more than 20% of the estimate provided at inception or renewal

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide full underwriting and claims information and the Insured will pay any additional premium as may be reasonably required by the Company

**Associated Companies**

Where this Policy covers associated companies a list of these companies shall be provided to the Company

**Cancellation of Terrorism or War Risks Cover**

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

**Consumer Credit Termination Clause**

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company

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

**Financial or Trade Sanctions**

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

If any such Prohibition takes effect during the Period of Insurance the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economic prohibition or restriction imposed by law or regulation including but not limited to:

- United Nations Resolutions;
- Trade and/or economic sanctions laws and/or regulations of the United Kingdom, European Union, United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

any activities that would be subject to a licence requirement under those laws and/or regulations in respect of transit and/or export control, unless such licence has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity

**Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based

**Policy Cancellation**

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known address.

If the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

# General Claims Settlement Conditions

## Assignment

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

## Claims Notification

The Company will have no liability in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must provide notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

## Evidence Required

In connection with any claim:

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

## Foreign Currency

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

## Interest

Other than where required by the Enterprise Act 2016 interest will not be added to any amount paid

## Other Insurances

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

## Other Interests

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

## Reasonable Care

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

## Third Party Contract Rights

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

## GENERAL POLICY EXCLUSIONS

### The Company will not pay any claim

- 1 which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence
- 2 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years
- 3 which is the result of or contributed to by radioactive contamination This exclusion will not apply to
  - A) bodily injury following an Accident or
  - B) direct or indirect exposure from any nuclear cause as a direct or indirect result or
    - i) Terrorism or
    - ii) War while on an External Journey or
  - C) Radioactive isotopes that have been specifically treated in order to be used for any of the following – scientific medical agricultural commercial or industrial purposes



# Personal Accident Insurance Section

## The Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

## Special Definitions applying to this Section

1 Death

2 Loss of two or more Limbs or Loss of both Eyes or one of each

The amount payable for Benefit 3 shall be a percentage of the amount shown in the Schedule The following scale states the percentages applicable to the forms of disablement specified For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

<b>3 A)</b> Loss of Eye	100%
<b>B)</b> Permanent and total loss of speech	100%
<b>C)</b> Permanent and total loss of hearing	
<b>i)</b> in both ears	100%
<b>ii)</b> in one ear	25%

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

<b>D)</b> one Limb	100%
<b>E)</b> one big toe	15%
<b>F)</b> any other toe	6%
<b>G)</b> one thumb	30%
<b>H)</b> one forefinger	20%
<b>I)</b> any other finger	10%

Permanent total loss of use of

<b>J)</b> shoulder or elbow	25%
<b>K)</b> wrist hip knee or ankle	22%
<b>L)</b> a foot below the level of the ankle (talotibial joint)	50%
<b>M)</b> the back or spine below the neck with no damage to the spinal cord	40%
<b>N)</b> the neck or cervical spine with no damage to the spinal cord	30%

Removal by surgical operation of

<b>P)</b> lower jaw	30%
---------------------	-----

4 Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

5 Temporary Total Disablement from the Insured Person's Regular Gainful Employment

6 Temporary Partial Disablement from at least 50% of the Insured Person's Regular Gainful Employment

**Disablement**

Benefits 2 to 6

**Operative Time**

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

**Maximum Incident Limit**

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration of any one Incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident

## Special Conditions applying to this Section

**Benefits**

**A** The Company will not pay in respect of any one Insured Person in connection with the same Accident

- i) more than one of Benefits 1 to 4 and then
- ii) not more than the Limit per Person shown in the Schedule in respect of any claim payable under any of Benefits 1 to 6 and the Special Extensions applying to this Section

**B** The Company will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4

**C** Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit

**D i)** If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident

**ii)** If Benefit 1 is included but the amount payable for Benefit 1 is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

**E** If Benefit 3 is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages payable shall not exceed 100% of the amount for Benefit 3 If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made

**Disappearance**

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

**Exposure**

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident

**Minors**

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

**A** the amount for Benefit 1 will be as shown in the Schedule up to maximum of £20,000

**B** Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind

**C** No amount will be payable under Benefit 5 or 6

**Directors or Employees**

If the Insured Person is a Director or Employee of the Insured Benefit 4 shall be defined as Permanent Total Disablement from the Insured Person's usual occupation in the Business

## Special Extensions applying to this Section

The following special extensions shall be payable subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

**Accident Medical Expenses**

If during the Operative Time an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of

A Medical Expenses

B Cosmetic reconstructive treatment

C Expenses associated with obtaining a prosthesis

The Company will pay up to £2,500 any one Insured Person

**Coma Benefit**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £350 per full 24 hours up to a maximum of one hundred and four weeks any one Insured Person while they remain in a continuous unconscious state

**Convalescence**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which results in the Insured Person being a Hospital in-patient for a period of seven days or more the Company will pay £100 for convalescence Where the Insured Person is aged over 70 years at the time of bodily injury following an Accident the benefit will be reduced to £50

**Counselling**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid the Company will pay necessary expenses with the Company's prior written consent for either

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

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

## **Dental Expenses**

If during the Operative Time and whilst participating in the Insured Sport the Insured Person sustains a Dental Injury which within two years is the sole and independent cause of the Insured Person incurring the cost of Emergency Dental Treatment the Company will pay up to £500 per Insured Person

### **Special Definitions applying to the Dental Expenses Extension**

#### **Dental Implant**

A titanium root-shaped fixture designed to integrate with the bone to replace the root of a tooth and support the replacement teeth

#### **Dental Injury**

An injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is caused suddenly and unexpectedly by means of a direct external impact

#### **Dentist**

In Britain - a dental surgeon who is currently registered with the General Dental Council (GDC) practising in one of the recognised dental specialist areas contained within 'The Specialist List' held by the GDC at [www.gdc-uk.org](http://www.gdc-uk.org)  
Outside of Britain – a dental surgeon who is currently registered with the appropriate national regulatory authority

#### **Emergency Dental Treatment**

Necessary and emergency dental treatment which has been confirmed in writing by a Dentist

### **In addition to the Exclusions to this Section the following Special Exclusions apply to the Dental Expenses Extension**

#### **The Company will not pay:**

1. the first £50 of each and every claim
2. for claims arising from any pre-existing dental conditions
3. for charges made for travelling time broken appointments or similar punitive charges
4. for claims arising from wear tear deterioration staining or defective workmanship
5. for routine examination extractions amalgam fillings cleaning scaling polishing and x-rays
6. for cosmetic treatment
7. for any treatment deemed to be clinically unnecessary
8. the costs of travelling expenses and telephone calls
9. the fitting or re-fitting of Dental Implants or any subsequent loss of or damage to Dental Implants once fitted

#### **Dependents Benefit**

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

#### **Hospitalisation**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they are a Hospital in-patient subject to this not being included in any claim under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

## **Retraining**

This benefit does not apply to any Insured Person not in full time gainful employment

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person's disablement and Benefit 4 Permanent Total Disablement is paid the Company will pay reasonable expenses incurred with the Company's prior written consent in retraining the Insured Person for an alternative occupation up to a maximum of £10,000

## **Exclusions to this Section**

### **The Company will not pay the Benefit if**

1. bodily injury following an Accident is the result of or is contributed to by
  - a) the Insured Person engaging in or practicing for flying of any kind other than as a passenger
  - b) the Insured Person committing or attempting to commit suicide
  - c) the Insured Person driving a motor vehicle with more than the legally permitted level of alcohol in the body
  - d) War or Terrorism
  
2. bodily injury following an Accident or Death or Disablement is the result of or is contributed to by
  - a) the Insured Person having taken a drug unless it was taken on proper medical advice and is not for the treatment of drug addiction or
  - b) the Insured Person having a physical or mental defect or infirmity of any sort which was known to the Insured Person when the Insurance was taken out
  - c) the Insured Person undertaking the Insured Sport against medical advice
  - d) illness or disease (not resulting from bodily injury following an Accident)
  - e) any naturally occurring condition or degenerative process
  - f) any gradually operating process
  - g) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
  
  - h) repetitive stress (strain) injury or syndrome or any other injury which develops over a period of time

### **The Company will not pay any benefit**

3. solely because the Insured Person is unable to take part in sports or pastimes
  
4. where an Insured Person is a professional sports person other than
  - a) a full time or part time paid coachor
  - b) A sponsored amateur who is engaged in their sport on a full-time or part time basis; or
  - c) A professional entertainer
  
- 5 where bodily injury following an Accident as the result of the Insured Person being on duty as a full time member of the armed forces or any nation or international authority or a member of any reserved forces called out for permanent service

# Baggage Insurance Section

## The Cover

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

## The Company will pay

the cost of replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from any transport provider

## Special Extensions applying to this Section

### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

### Business Equipment

If during an Insured Journey Business Equipment is lost damaged stolen or destroyed the Company will indemnify the Insured for the cost of repair or replacement less Value Added Tax recoverable by the Insured up to £3,000

### Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Insured on behalf of the Insured Person concerned up to £2,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss

### Loss of Keys

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

## Exclusions to this Section

### The Company will not pay

- 1 more than £3,000 or the Sum Insured as detailed in the Schedule whichever is the lesser in respect of any one item pair or set
- 2 for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments or securities of any kind
- 3 for loss or damage or destruction caused by
  - a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or public authority
- 4 for mechanical or electrical breakdown or derangement
- 5 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 6 In respect of Business Equipment
  - a) left in an unattended vehicle
  - b) where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss
- 7 for loss of or damage to sports equipment while in use

### Special Services applying to this Section - please refer to page 8

### Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

### **Essential Information Storage**

The RSA Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 9

# Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section

## The Cover

If the Insured or the Insured Person is forced to

- A Cancel an Insured Journey
- B Curtail an Insured Journey
- C Replace an Insured Person on an Insured Journey
- D Rearrange to resume an Insured Journey
- E Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will indemnify the Insured for

- A deposits and advance payments (on a proportionate basis in respect of Curtailment)
- B charges for transport
- C charges for accommodation and sustenance
- D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

## The Company will pay

up to the cost of the Insured Journey including those trips on the Insured's Business funded wholly or in part by air miles or travel vouchers but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

## Exclusions to this Section

### The Company will not pay

in respect of any claim as a result of

- 1 disinclination to travel
- 2 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 3 the Insured's financial circumstances
- 4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 5 regulations made by any Government or public authority
- 6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked



8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours

9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

10 circumstances more specifically Insured under the Evacuation Insurance Section of this Policy

## Evacuation Insurance Section

### The Cover

If an Insured Person is forced to Evacuate during an External Journey as a direct and necessary result of Evacuation from any cause outside the Insured's or the Insured Person's control the Company will reimburse the Insured on behalf of the Insured Person for all Evacuation Expenses reasonably and necessarily incurred.

### The Company will pay

up to but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### Exclusions to this Section

#### The Company will not pay

in respect of any claim as a result of

- 1 the Insured or the Insured Person violating the laws or regulations of the country in which they are travelling
- 2 the Insured Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling
- 3 redundancy of the Insured Person or any of the Insured's Directors or Employees
- 4 the Insured's financial circumstances
- 5 Evacuation of nationals of the country involved
- 6 disinclination of the Insured Person to continue an Insured Journey
- 7 regulations made by any Government or public authority
- 8 Evacuation undertaken without the prior consent and agreement of the Company's security service provider Healix Security
- 9 circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy
- 10 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

## **Special Extension applying to this Section**

### **Trauma Risk Management Counselling**

If during the Period of Insurance any Insured Person is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Policy the Company will also pay necessary expenses incurred with the Company's prior written consent for trauma risk management counselling to be delivered by the Company's security services provider Healix Security up to £5,000 any one incident

### **Special Claims Settlement Condition applicable to this Section**

1 The Company's security services provider Healix Security must be informed immediately of any incident event or circumstance likely to give rise to a claim

# Hijack Kidnap Ransom and Detention Insurance Section

## The Cover

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

## The Company will pay

In respect of any one Insured Person,

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

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

## Special Definitions applying to this Section

### Illegal Detention / Illegally Detained

The illegal

- hijack
- kidnap, or
- detention

of an Insured Person by a third party

### Ransom Demand

The threat to kill, injure or to continue to detain the Insured Person

### Ransom Monies

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

## Special Conditions applying to this Section

### Counter Terrorism and Security

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

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

## Exclusions to this Section

### The Company will not pay

in respect of any claim as a result of

- 1 any fraudulent dishonest or criminal act of the Insured or the Insured Person or any person authorised to act on behalf of the Insured or Insured Person in relation to the Illegal Detention including any person authorised by the Insured to have custody of Ransom Monies
- 2 expenses incurred under C above unless incurred through the Company's security services provider Healix Security
- 3 expenses incurred under D and E above without the prior consent and agreement of the Company
- 4 any claim where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured
- 5 expenses incurred under D above which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section
- 6 Ransom Monies where the Insured has had any hijack kidnap and ransom insurance cancelled or declined in the past
- 7 Any claim for Ransom Monies where the Illegal Detention occurs in:
  - i) the Insured Person's usual country of residence
  - ii) Afghanistan Colombia Iraq Libya Mexico Nigeria Pakistan Philippines Somalia Venezuela or Yemen
- 8 Any amount of money that the Insured or an Insured Person becomes legally liable to pay as the result of any legal action for damages arising out of or in any way connected with an Illegal Detention including legal costs incurred by the Insured or an Insured Person in defence of such action

# Legal Expenses Insurance Section

## The Cover

If an Insured Person sustains Injury during an Insured Journey the Company will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

## The Company will pay

up to a maximum of £50,000 Any One Claim any one Insured Person

## Special Definitions applying to this Section

### Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

### Arc Legal Assistance Ltd ("Arc") handle claims on behalf of the Company

**Arc Legal Assistance Ltd is a third party service provider approved by Royal & Sun Alliance Insurance Ltd**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Telephone: 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

### Injury

Physical injury to or death disease or illness of the Insured Person

### Legal Expenses

**A** Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings

**B** Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which ARC has agreed and which is made in connection with any Legal Proceedings

### Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their Legal Personal Representatives in any Legal Proceedings

### Legal Proceedings

The pursuit of a legal action in a civil court

## Claims Settlement Conditions applying to this Section

### Arbitration

If there is a dispute between the Insured Person and the Company or ARC about this Section of the Policy it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and ARC agree to If ARC cannot agree with the Insured Person or an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs If the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

**Co-operation**

ARC must be able to contact the Legal Personal Representative The Insured Person and the Legal Personal Representative must co-operate with ARC about developments concerning the Insured Persons case ARC must be able to have access to the Legal Personal Representatives files if ARC requests this The Insured Person owes the same obligation to ARC as to the Legal Personal Representative

**Notification**

The Company will have no liability in respect of Legal Expenses in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must inform ARC by filling in a claim form immediately that the Insured is aware of any occurrence or event that may give rise to a claim, and sending the claim form to ARC at the address shown. The Insured must give ARC a full and truthful account of the details of the claim. Until ARC have been told about the claim and ARC has given its agreement, the Company will not be responsible for any Legal Expenses

**Payment of Bills**

The Insured Person must send ARC all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them The Insured Person must confirm that any charges to be paid are acceptable and that ARC may pay the bill for the Insured Person If ARC asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for assessment or audit

**Recovery**

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses If the Company pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Company and the Insured Person will share any Legal Expenses that are recovered The Company and the Insured Person will each receive the same percentage as was paid

**Selection of the Legal Personal Representatives**

1 Outside the European Union ARC shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representative

2 For claims within the European Union

- i) Where Court papers have been issued (or received) or where there is a conflict of interest, the Insured Person is free to choose a suitably qualified Legal Personal Representative

In selecting the Legal Personal Representative the Insured Person shall have a duty to minimise the cost of Legal Proceedings

ARC may choose not to accept a Legal Personal Representative chosen by the Insured Person If this occurs ARC will explain why If there is a disagreement over the choice in these circumstances the Insured Person may choose another suitably qualified person and submit the name of that person to ARC for consideration

- ii) In all circumstances except those described in 2) i) above ARC shall choose a Legal Personal Representative to act on the Insured Person's behalf

If the Insured Person's choice of Legal Personal Representative has to undertake work to familiarise themselves with the work already undertaken on the case the Insured Person will not be covered for this work to be done. The Insured Person must also confirm that their choice of Legal Personal Representative will not charge more than ARC's choice of Legal Personal Representative unless the Insured Person agrees to pay this difference personally

Any Legal Personal Representative is appointed in the Insured Person's name to act on behalf of the Insured Person

In the period before ARC agree that Legal Proceedings are necessary ARC reserve the right to seek to obtain a settlement on the Insured Person's behalf. The settlement will be subject to the Insured Person's agreement which the Insured Person will not unreasonably refuse or withhold

## **Settlement**

The Insured Person must tell ARC if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having ARC's agreement beforehand. If the Insured Person does not accept a reasonable offer the Company may not continue to support the claim.

## **Exclusions to this Section**

### **The Company will not pay any Legal Expenses in respect of**

- 1 any Legal Expenses incurred either prior to the granting of support by ARC or without ARC's written consent
- 2 costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons
- 3 Legal Proceedings between any Insured Person and the Insured or any other Insured Person
- 4 any claim where
  - a) there are no reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable settlement or
  - b) a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in dispute

However where it is fair and reasonable to do so the Company may at ARC's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses
- 5 any costs relating to a claim or counterclaim made against the Insured Person by any other party
- 6 fines damages or penalties of any nature
- 7 any claim against ARC or the Company or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy
- 8 any claim arising out of any wilful deliberate reckless or intentional action taken by an Insured Person
- 9 Legal Proceedings undertaken in more than one country
- 10 any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the Insured Person
- 11 any Legal Proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law
- 12 the pursuit or defence of any action alleging defamation or malicious falsehood
- 13 the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to
  - a) the death disease or illness of or bodily injury to any person
  - b) the actual or alleged breach of any duty owed as a Director or officer of any company
  - c) the Insured's profession trade or occupation
  - d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage
- 14 Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights
- 15 any consequence of War
- 16 Terrorism occasioned by Nuclear Chemical or Biological Cause

# Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

## The Cover

If during an Insured Journey an Insured Person sustains bodily injury following an Accident or falls ill the Company will indemnify the Insured on behalf of the Insured Person in respect of Medical Expenses Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result

## The Company will pay

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

## Special Definitions applying to this Section

### Medical Expenses

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

**A** incurred on an External Journey and within two years of the date that the need for treatment first arises

**B** incurred within the Insured Person's normal country of residence on return from an External Journey for an amount not exceeding

- i) £25,000 in respect of in patient charges
  - ii) £25,000 in respect of out patient charges
- per Insured Person and incurred within three months of the Insured Person's return to their normal country of residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

Pregnancy or childbirth expenses are included but only if necessitated by

- i) bodily injury following an Accident or
- ii) incurred for pregnancy related illness or complications requiring emergency treatment

### Emergency Travel Expenses

The additional cost of travel and accommodation and Repatriation necessarily and reasonably incurred during an Insured Journey upon the recommendation of Healix relative to

**A** the Insured Person

**B** any business colleague relative or friend who have necessarily to travel to or remain with or escort the Insured Person

less any saving by or recovery available to the Insured or Insured Person concerned

### Repatriation

The necessary cost of transporting the Insured Person or their body or ashes and the Insured Person's Baggage and Business Equipment to their normal country of residence

## Special Extensions applying to this Section

### Funeral Expenses

If during the course of an External Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent of funeral expenses



**Hospitalisation Benefit**

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

**Repatriation of household goods**

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

**Search and Rescue Costs**

If during the course of an External Journey the Insured Person is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

A it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill

B weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

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

**Exclusions to this Section****The Company will not pay**

1 for any Medical Expenses incurred in the Insured Person's normal country of residence other than as provided under Special Definition Medical Expenses B above

2 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment

3 any claim handled by Healix where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

# Money and Credit Cards Insurance Section

## The Cover

The Company will reimburse the Insured on behalf of the Insured Person concerned if during

**A** an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money

**B** an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

## The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

## Special Extension applying to this Section

### Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

## Exclusions to this Section

### The Company will not pay

**1** for losses exceeding £3,000 or the Sum Insured as detailed in the Schedule whichever is the lesser in respect of coin bank and currency notes

**2** for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities

**3** any claim for loss of a Credit Card unless the Insured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so

## Claims Settlement Condition applying to this Section

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

## Special Services applying to this Section –please refer to page 8

### Identity Theft Helpline

Over the phone preventative advice to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

### Essential Information Storage

The RSA Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 9

# Personal Liability Insurance Section

## The Cover

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

**A** Injury to any person

or

**B** loss of or damage to material property

happening during an Insured Journey

The Company will pay

**A** up to £5,000,000 for damages in respect of any one Event and

**B** claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and

**C** all other costs and expenses incurred with the written consent of the Company

## Special Definitions applying to this Section

### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### Injury

Bodily injury mental injury death disease or illness

### Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

## Claims Settlement Conditions applying to this Section

### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

### Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

### Notification

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

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

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

### **Rights of Recovery**

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

## **Exclusions to this Section**

### **The indemnity will not apply to legal liability**

1 arising out of

- a) the Insured Person's profession trade or business
- b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- c) War

2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

## **Personal Security Specialist Expenses Insurance Section**

### **The Cover**

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Company will reimburse the Insured in respect of the costs necessarily incurred to employ the services of the Company's security services provider Healix Security in extricating the Insured Person from such Life-threatening Situation

### **The Company will pay**

up to the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

### **Special Definition applying to this Section**

#### **Life-threatening Situation**

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

### **Special Conditions applying to this Section**

**A** Healix Security must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim

**B** The Insured and Insured Person must provide Healix Security with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of Healix Security

**C** Any extrication must be organised by Healix Security who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

### **Exclusions to this Section**

#### **The Company will not pay in respect of any claim as a result of**

1 the Life-threatening Situation being directly due to circumstances within the control of the Insured or the Insured Person

**2** any fraudulent dishonest or criminal act of the Insured or the Insured Person

**3** circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation Insurance Section of this Policy

**4** any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

# Travel Delay Insurance Section

## The Cover

If the departure (both original and subsequent) of the means of transport on which an Insured Person is booked to travel on an Insured Journey is delayed as a direct and necessary result of strike industrial action civil commotion adverse weather conditions mechanical breakdown the Company will compensate the Insured on behalf of the Insured Person concerned for the inconvenience caused subject to the Incident Limit as detailed in the Schedule

## The Company will pay

A £200 after the first 4 consecutive hours

B an additional £50 for each subsequent hour delayed

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

## Exclusions to this Section

### The Company will not pay if

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

# Travel Document Insurance Section

## The Cover

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

## The Company will pay

up to £2,000 any one Insured Person

## Exclusions to this Section

### The Company will not pay

1 if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery of the loss

Special Services applying to this Section –please refer to page 8

### Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

### Essential Information Storage

The RSA Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 9

# Claims Handling Process

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

## Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claims solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

Accident and Health Claims  
Profin Claims  
PO Box 509  
Horsham  
RH12 1WS

Telephone: 0330 102 4093  
(dedicated Personal Accident and Business Travel claim telephone number open between 9am and 5pm Monday to Fridays excluding Bank Holidays)

Fax: 01403 232 557

40

Howden Personal Accident and Travel Amateur Sports Wording v6 01/22

British Mountaineering Council RTT276176

Royal & Sun Alliance Insurance Ltd (No. 93792)

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



To request a claim form and all general email correspondence: [claims.accidentandhealth@uk.rsagroup.com](mailto:claims.accidentandhealth@uk.rsagroup.com)

For Legal Expenses claims please refer to page 31

## Medical Assistance

Telephone: +44 20 8763 3155

E-mail: [rsa@healix.com](mailto:rsa@healix.com)

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

For your protection telephone calls may be recorded or monitored.

For full details on Medical Assistance, please refer to page 6 of this policy

## Complaints Procedure

### Our Commitment To Customer Service

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.**

### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

## Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:

RSA Customer Relations Team

P O Box 255

Wyndham

NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone:

0800 023 4567 (free from mobile phones and land lines)

0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

## FAIR PROCESSING NOTICE

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)