

BUSINESS TRAVEL INSURANCE POLICY

Coverholder at LLOYD'S

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# **USEFUL NUMBERS**

#### **For Emergency Medical Assistance**



#### To make a claim



Call battleface Assist on **+44 (20) 3769 4976** 

See page 4 for more information

Call battleface Insurance Services on +44 (20) 3807 0468

See page 36 for more information

IF YOU WISH TO MAKE A COMPLAINT REGARDING YOUR POLICY, SERVICE OR THE SETTLEMENT OF A CLAIM PLEASE REFER TO PAGE 36 FOR DETAILS.

# **INTRODUCTION TO YOUR POLICY**

Please read this document and Your Policy Certificate very carefully to ensure You understand the extent of the cover, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements.

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency.

Conditions and exclusions will apply to individual sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the travel pattern provided
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- following payment of the appropriate premium.

Please keep this document in a safe place and take it with You when You travel in case You need assistance or need to make a claim.

Benefits under this policy are underwritten by certain underwriters at Lloyd's and administered on their behalf by battleface Insurance Services Limited, Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK. battleface Insurance Services Limited is regulated and authorised by the Financial Conduct Authority (registration 774757) in the UK.

# **INSURING CLAUSE**

In consideration of payment of the premium the Insurer agrees to Indemnify the Assured or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this Policy

Provided that

The Assured shall be subject to all the terms conditions limitations and exclusions contained in this Policy or by any additional endorsements.

The Insurers liability shall not exceed the Sums Insured or Limits of Liability expressed in this Policy.

# **EMERGENCY ASSISTANCE 24 HOURS A DAY**

In the event of a medical incident contact our medical assistance team at battleface Assist on the number below.

Please ensure that you contact us as soon as reasonably possible, but in any event within 48 hours of any serious accident or illness abroad requiring in-patient hospitalisation, extended treatment or alteration to travel arrangements.

Please contact Us on: +44 (20) 3769 4976 or assist@battleface.com

Give Your name, insurance details, reference number and as much information as possible. Please provide a telephone, fax number or email address where battleface Assist can contact You or leave messages at any time of the day or night.

This is NOT a private medical insurance. If You need any emergency medical treatment or emergency travel assistance whilst abroad, You must contact the 24 hour Emergency Assistance Company. Not contacting them, or not following their instructions, could affect Your claim. Full details are shown in the 'Useful Numbers' Section on page 3.

# IMPORTANT INFORMATION

We would like to draw Your attention to important information about Your Policy including:

- Changes to Your Policy: You must answer all questions about this Policy honestly and fully at all times. You must also tell Us as soon as reasonably practicable if anything that You have already told Us changes by calling Us. If You do not tell Us Your Policy may be cancelled and any claim You make may not be paid. Certain Pandemics: Please see below:
- **COVID-19:** Cover for cancellation under this Certificate excludes any claim arising from or attributable to Covid-19; other than when a trip is cancelled as a result of an Insured Person having a positive PCR test for Covid-19.

Cover for Medical Expenses and Emergency Repatriation Expenses under this Certificate excludes any Insured Person over the age of 65.

For the purposes of this exclusion Covid-19 is defined as:

- a. Coronavirus disease (COVID-19)
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- c. any mutation or variation of SARS-CoV-2
- d. any fear or threat of a), b) or c) above

# **GENERAL TRAVEL ADVICE**

# MEDICAL COVER AND THE EUROPEAN HEALTH INSURANCE CARD / GLOBAL HEALTH INSURANCE CARD

Prior to 01st January 2021, people whose permanent address was in the United Kingdom were entitled to a European Health Insurance Card (EHIC) issued in the United Kingdom.

The EHIC could be used to cover some medical treatment needed within the European Economic Area (EEA) as a result of an Injury or Illness.

Please note any valid EHIC will be honoured up until its expiry date if it falls after 01st January 2021 but no longer covers Norway, Iceland or Liechtenstein.

From 01st January 2021, people whose permanent address is in the United Kingdom are now entitled to access the Global Health insurance Card (GHIC). Please note the GHIC also excludes Norway, Iceland and Liechtenstein.

Although the GHIC may not cover all medical costs, We strongly recommend that each Insured Person gets a GHIC card and takes it with them whenever they are travelling in the EEA.

An Insured Person can get more details from the GHIC Information Service website at **www.gov.uk/global-health-insurance-card** .

#### FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

Before an Insured Person sets off on any foreign travel, they should review the FCDO website at www.gov. uk/foreign-travel-advice. The site is packed with essential travel advice and tips, plus up-to-date information about the country being travelled to. Any Insured Person can subscribe to email alerts. The FCO can also be contacted on 0845 850 2829.

#### **WORLD HEALTH ORGANIZATION**

Along with the FCDO, the WHO website can be a useful tool for any Insured Person to check before they travel for further in depth information about the country being travelled to. The website is **www.who.int/countries/en/** 

# **GENERAL DEFINITIONS**

#### The following definitions apply to this policy unless amended by a section definition

#### **Accident**

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and location during the Period of Insurance.

#### **Annual Salary**

The total annual basic salary including overtime, but excluding bonus or commission payments payable by the Assured to the Insured Person at the date Bodily Injury is sustained. Overtime payments shall be based on the average payments made during the 12 months immediately prior to the date Bodily Injury is sustained.

#### **Any One Accident / Incident Limit**

The maximum amount Underwriters will pay in the aggregate under this Certificate in respect of all Insured Persons suffering Bodily Injury following an Accident in the same Accident or series of Accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance.

#### **Assured**

The company or organisation mentioned in the Policy Certificate.

#### **Baggage**

Personal effects belonging to or in the custody of the Insured Person at the time of the loss excluding Business Equipment.

#### **Bodily Injury**

means identifiable physical injury which

- a. is caused by an Accident, and
- b. solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by such Bodily Injury, results in the Insured Person's death or disablement as provided for under this Insurance within twelve calendar months of the date of such Accident

#### **Business**

The Business description as declared to Underwriters.

#### **Business Equipment**

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

#### Child / Children

Any Child of an Insured Person who is unmarried and dependent

- A. and under 18 years of age
- B. and under 25 years of age if in full-time education
- C. on the Insured Person due to reason of diagnosed permanent mental or physical disability

#### **Close Relative**

Spouse or Common Law Partner, parent, step-parent, legal guardian, children (including legally adopted and step-children), sibling (including step-siblings and sister/brother-in- law) or fiancé(e) of an Insured Person.

#### **Corporate Event**

Any event up to a arranged and funded in whole or in part by the Assured with the primary function of entertaining Directors, Employees or Guests of the Assured in a business or leisure capacity.

#### **Country of Secondment**

The Country outside of the Insured Person's Country of Permanent Residence where and Insured Person temporarily resides under contract with the Assured for at least (6) months and accepted by Insurers in a Country of Secondment Endorsement attached to and forming part of the certificate.

#### **Country of Permanent Residence**

The Country where an Insured Person resides indefinitely or where the Insured Person has the intent to reside indefinitely.

#### **Curtailment**

Abandoning or cutting short Your Trip by direct early return to Your Home Country.

#### **Delayed Baggage**

Reasonable expenses incurred by the Insured Person during a Journey to purchase essential replacement clothing or articles due to the Insured Person's personal property being delayed for at least six (6) hours.

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

- A. a serving Director (other than a non-executive director) of the Assured:
  - 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 or such Act or Regulations where the Assured is a company registered in the United Kingdom.
- B. a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.
- C. any person who has signed the partnership deed of the Assured.

#### **Emergency Repatriation Expenses**

The additional cost of transportation including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the Country of Permanent Residence or Country of Secondment if applicable, if recommended by battleface Assist, in conjunction with the local attending Medical Practitioner.

#### **Employee**

Any person under a contract of service or apprenticeship with the Assured, or any person the Assured has the right to instruct in his/her performance.

#### **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 Commonwealth and Development Office or
- B. any legally empowered regulatory government or local authority in the country or region in which the Insured Person is travelling or
- C. the Insurers security assistance provider battleface Assist.

#### **Evacuation Expenses**

The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured Person in Evacuating the Insured Person to their Country of Permanent Residence, Country of Secondment or the nearest place of safety.

#### **External Journey**

Any Journey undertaken by the Insured Person on the Business of the Assured (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.

Cover operates from the departure of the Insured Person from the Insured Person's residence or normal place of Business in their normal Country of Permanent Residence (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the Journey.

The duration of an External Journey shall not exceed 90 days unless otherwise as agreed in writing with the Underwriters

#### **Geographical Limits**

Worldwide

#### **Gross Weekly Wage**

The gross average weekly equivalent of the Insured Person's Annual Salary.

#### Guest

Any person whom the Assured invited to a Corporate Event covered under this certificate other than a Child or Visitor

#### Hemiplegia

The Permanent total loss of use of one side of the body.

#### Hi-Jack

The unlawful seizure or control of an aircraft or conveyance (or the crew thereof) in which the Insured Person is travelling as a fare paying passenger.

#### Incident

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the policy Certificate.

The duration and extent of any Incident shall be limited to twenty-four (24) consecutive hours and within a 10 mile radius for any Incident hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that Incident.

You or the Insured Person may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an Incident. If any Incident is of greater duration than the above period You or the Insured Person may divide that Incident into two or more Incidents provided that no two periods overlap and provided no period commences earlier than the date and time of You or Insured Person's first recorded individual loss arising out of the Incident.

#### **Incident Limit**

The amount shown in your Policy Certificate which is the maximum amount the Insurer will pay in relation to one Incident

#### Insurer(s)

Certain underwriters at Lloyd's, London

#### **Insured Person(s)**

Persons named on the Policy Certificate as covered under this insurance

#### **Journey**

A trip undertaken by an Insured Person on the Business of the Assured (including incidental holidays taken in conjunction with the trip) which commences during the Period of Insurance. Cover begins from the departure of an Insured Person from their residence or normal place of Business in their Country of Permanent Residence (whichever occurs first) until arrival back at their residence or normal place of Business whichever occurs last) at the end of the trip.

#### **Kidnap**

The wrongful abduction and detention of an Insured Person against their will or by deception, by a person or group demanding payment by the Assured in exchange for the release of that Insured Person or a claim by a person or group demanding such a payment, to have carried out such a wrongful abduction and kidnapping.

#### **Legal Expenses**

- A. Any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriate qualified person, firm or company appointed to act on behalf of the Insured Person including costs and expenses of expert witnesses as well as those incurred by the Underwriter's in connection with such claims or procedures;
- B. Any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings:

#### **Loss of Hearing**

Permanent total and irrecoverable loss of hearing in one or both ears shall be considered as having occurred:

- 1. in both ears, if an Insured Person is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or
- 2. in one ear, if the degree of hearing is more than 90% and is without hope or prospect of improvement.

#### **Loss of Limb**

Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

#### **Loss of Sight**

Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (This means being able to see at 3 feet or less what You should see at 60 feet).

#### **Loss of Speech**

Permanent total and irrecoverable loss of speech shall be considered as having occurred if an Insured Person is declared totally unable to communicate by voice on the authority of a registered qualified Medical Practitioner and/or a registered qualified speech therapist and is without hope or prospect of improvement.

#### **Medical Expenses**

All reasonable costs for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner necessarily incurred outside the Insured Person's Country of Permanent Residence or Country of Secondment that is outside their Country of Permanent Residence. Dental, optical and routine pregnancy expenses are excluded unless incurred as a result of an emergency

#### **Medical Practitioner**

A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his/her licence and training and who is not related to You or any travelling companion.

#### **Money and Credit Cards**

Coins, banknotes, bankers drafts, bills of exchange, postal and money orders, signed travellers and other cheques, letters of credit, luncheon vouchers, money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which are taken or acquired on a Journey by the Insured Person and are intended for personal expenditure only.

#### **Operative Time**

While an Insured Person is travelling directly to and directly from and whilst participating in any Journey or Corporate Event arranged by the Assured, cover to start from time of leaving their place of residence or place of work (permanent or temporary), whichever occurs last, and continues until they return to their place of residence or place of work (permanent or temporary), whichever occurs first.

#### **Paraplegia**

The Permanent total loss of movement and sensation in both legs.

#### **Permanent Total Disablement**

- A. Where the Insured Person is gainfully employed by the Assured, and is below state retirement age or above 16 years of age, Permanent Total Disablement means disablement caused other than by Loss of Limb(s), Loss of Sight, Loss of Hearing or Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in his/her usual occupation for the remainder of his/her life.
- B. Where the Insured Person is not gainfully employed by the Assured, or is above the state retirement age or below 16 years of age, Permanent Total Disablement means disablement, caused other than by Loss of Limb(s), Loss of Eye(s), Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any and every occupation for the remainder of his/her life.

#### **Period of Insurance**

The period shown on the Policy Certificate.

#### **Policy Certificate**

The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the Period of Insurance, additional cover options and any other special conditions and terms.

#### **Quadriplegia**

The Permanent total loss of movement and sensation in all four limbs

#### **Replacement Value**

The full value to replace personal property and/or electronic Business Equipment without deduction for wear and tear or depreciation

#### **Spouse**

The legally married spouse or civil or cohabiting partner of an Insured Person whom the Assured consents to be covered by this Insurance

#### **Temporary Partial Disablement**

Temporary disablement which prevents the Insured Person from engaging in more than 60% of his/her usual occupation.

#### **Temporary Total Disablement**

Temporary disablement which completely prevents the Insured Person from engaging in or giving attention to all elements of his/her occupation.

#### **Total Loss of Hearing**

Total, permanent and irrecoverable loss of hearing.

#### **Total Loss of Speech**

Total, permanent and irrecoverable loss of speech.

#### **Travel Expenses**

Reasonable additional costs necessarily incurred for:

- A. travel, sustenance and accommodation expenses of up to two (2) relatives or friends of the Insured Person who on medical advice is required to travel or remain with the Insured Person;
- B. funeral expenses incurred in the burial of the Insured Person outside the Country of Permanent Residence or Country of Secondment.
- C. Costs incurred in transporting the Insured Person's body or ashes, and personal property back to their Country of Residence or Country of Secondment.
- D. Travel Expenses incurred by the Insured Person in returning to attend the funeral of a close relative in the Country of Residence or Country of Secondment.

#### **Terrorism**

Any act including but not limited to the use of force or violence 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 fear.

#### **Triplegia**

The Permanent total loss of use of three limbs.

#### **United Kingdom**

England, Scotland, Wales, Northern Ireland.

#### **Visitor**

Any person legally on the Assureds premises other than

- A. Directors or Employees of the Assured
- B. any other Insured Person more specifically insured under this Insurance
- C. any Guest
- D. members of the emergency services

#### War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any activity arising out of an attempt to participate in military force between nations.

#### We Our or Us

battleface Insurance Services Limited, administering policies on behalf of certain Underwriters at Lloyd's, London.

# **PRE TRAVEL ADVICE & INFORMATION**

For full and comprehensive pre travel advice by Country please go to the Foreign and Commonwealth Office website <a href="https://www.gov.uk/foreign-travel-advice">https://www.gov.uk/foreign-travel-advice</a> where you will find information on the following subjects:

Summary by Country Entry requirements
Terrorism information
Health information and details of inoculation recommendations
Safety and Security advice
Information about money
Helpful information about local laws and Customs
Travel advice, help and support

# **OPERATIVE TIME AND DECSCRIPTIONS**

Operative Time means a time within the Period of Insurance during which coverage shall apply, being: OTA Business and incidental leisure trips outside Country of Permanent Residence or Country of Secondment

Any trip commencing during the Period of Insurance in connection with the business of the Insured, involving travel outside Country of Permanent Residence or Country of Secondment starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).

OTB Business and/or holiday trips outside Country of Permanent Residence or Country of Secondment Any trip commencing during the Period of Insurance in connection with the business of the Insured and/or holiday travel outside Country of Permanent Residence or Country of Secondment starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).

OTC Business and incidental leisure trips outside Country of Permanent Residence or Country of Secondment including air travel within Country of Permanent Residence or Country of Secondment Any trip commencing during the Period of Insurance in connection with the business of the Insured involving:

- travel outside Country of Permanent Residence or Country of Secondment and/or
- air travel within Country of Permanent Residence or Country of Secondment and starting from the time of leaving home or the normal place of business (whichever is left last) and continuing until arrival back at home or the normal place of business (whichever is reached first).

OTD Business and incidental leisure trips outside Country of Permanent Residence or Country of Secondment, air travel within Country of Permanent Residence or Country of Secondment and trips within Country of Permanent Residence or Country of Secondment involving an overnight stay

Any trip commencing during the Period of Insurance in connection with the business of the Insured involving:

- travel outside Country of Permanent Residence or Country of Secondment and/or
- air travel within Country of Permanent Residence or Country of Secondment and/or
- any travel within Country of Permanent Residence or Country of Secondment provided such travel involves an overnight stay away from home or the normal place of business (whichever is left last) and shall continue until arrival back at home or the normal place of business (whichever is reached first).

### **Section 1 - Medical Expenses, Repatriation and Emergency Travel Expenses**

#### **The Cover**

If during a Journey an Insured Person sustains Bodily Injury following an Accident or falls ill the Insurers will indemnify the Assured 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 Insurers will pay

up to the appropriate Sum Insured shown in the Policy Certificate 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 12 months of the date that the need for treatment first arises
- B. incurred within the Insured Person's Country of Permanent Residence or Country of Secondment on return from an External

  Journey for an amount not exceeding
  - i. GBP50,000 in respect of in patient charges
  - ii. GBP50,000 in respect of out patient charges

per Insured Person and incurred within four weeks 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 necessarily and reasonably incurred during a Journey upon the recommendation of battleface Assist 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 Assured or Insured Person concerned

#### **Repatriation Expenses**

The necessary cost of transporting the body or ashes and the Insured Person's Baggage and Business Equipment to their normal Country of Permanent Residence.

### Special Extensions applying to this Section

#### **Funeral Expenses**

If during the course of a Journey the Insured Person dies the Insurers will pay up to a maximum of GBP10,000 for the necessary cost incurred with the Insurers prior written consent for funeral expenses

#### Hospitalisation

If during the course of a Journey the Insured Person is admitted to a hospital on the recommendation of a Medical Practitioner the Insurers will pay GBP50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a hospital in patient

#### **Search and Rescue Costs**

If during the course of a 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 Insurers will pay up to a maximum of GBP25,000 for the necessary and reasonable costs incurred

## **Exclusions applicable to this Section**

#### The Insurers will not pay

- 1. for any Medical Expenses incurred in the Insured Person's Country of Permanent 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 medical treatment or convalescent care.
- 3. any claim handled by battleface Assist where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on a Journey in which event such costs will be the sole responsibility of the Assured
- 4. for any claim as a result of War or Terrorism occasioned by any Nuclear, Chemical or Biological Cause
- 5. any expense incurred after twelve12 (twelve) calendar months from the date of Accident or Illness.
- 6. any expense incurred by an Insured Person for treatment that continued for a period of three months from the date the first expense was incurred which was not notified to battleface Assist.
- 7. any Repatriation Expenses incurred without the prior approval of battleface Assist.
- 8. any Search & Rescue Expenses incurred without the prior approval of battleface Assist except in any situation or circumstance where it has not been reasonably practical to do so.
- 9. Dental or Optical expenses unless incurred as a result of any emergency.
- 10.any expenses which are recoverable from any other insurance policy in the name of the Assured or Insured Person or which are recoverable from any national insurance programme which is applicable to the Insured Person.
- 11. Any loss or expense arising from an Insured Person committing or attempting to commit suicide or intentionally inflicting self-harm except for Repatriation Expenses following suicide.

## **Section 2 - Cancellation, Curtailment and Replacement**

**The Cover** If the Assured or the Insured Person is forced to

- A. Cancel a Journey
- B. Curtail a Journey
- C. Replace an Insured Person on a Journey
- D. Rearrange to resume a Journey

as a direct and necessary result of any cause outside the Assured's or the Insured Person's control **the Insurers will indemnify** the Assured 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 Insurers will pay

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

## **Travel Delay Inconvenience Benefit**

In the event that the Insured Person is delayed because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which he had previously booked to travel occurring as the result of any of the following contingencies:

Strike, industrial action, hijack, terrorist act, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions, accident or mechanical breakdown, - provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or Journey thus affected then to pay as follows:

- i. Outward Journey at commencement of the Period of Travel GBP50 for the first completed four
   (4) hour period that transport departure is delayed and GBP50 for each subsequent completed hour, up to a maximum of GBP500 in all
- ii. All subsequent Journeys during the Period of Travel Payment as in Subsection (i), up to a maximum of GBP150 in all

#### **Exclusions to this Section**

The Insurers will not pay in respect of any claim as a result of

- 1. disinclination to travel
- 2. the Assured's financial circumstances
- 3. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 4. regulations made by any Government or public authority

- 5. 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
- 6. 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
- 7. 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
- 8. 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
- 9. circumstances more specifically Insured under the Evacuation Insurance Section of this Certificate

## Section 3 - Baggage, Delayed Baggage and Business Equipment

#### **The Cover**

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

#### The Insurers 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 Policy Certificate in respect of any one Insured Person less any amount recoverable from any transport provider

### **Special Definitions applying to this Section**

#### **Valuables**

Jewelery, items composed of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, computer, telecommunications and video equipment

## **Special Extensions applying to this Section**

#### **Business Equipment**

If during a Journey Business Equipment is lost damaged stolen or destroyed the Insurers will indemnify the Assured for the cost of repair or replacement less Value Added Tax recoverable by the Assured up to GBP3,000

#### **Delayed Baggage**

In the event of the Insured Person's Baggage being lost for more than six (6) hours during the outward or onward journeys, the Insurers will reimburse the Assured on behalf of the Insured Person concerned up to GBP1,000 towards the reasonable 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

#### **Exclusions to this Section**

#### The Insurers will not pay

- 1. more than GBP1,000 in respect of any one item pair or set
- 2. loss of or damage to household effects.
- 3. loss of or damage to 'Valuables' contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Assured

- 4. for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments or securities of any kind
- 5. 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
- 6. for mechanical or electrical breakdown or derangement
- 7. for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 8. In respect of Valuables and Business Equipment where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss
- 9. any loss or damage whilst left unattended, unless in a locked hotel room, safe, apartment, holiday residence, event venue or motor vehicle.

#### It is a condition of cover under this Section that:

The Insured Person shall at all times exercise reasonable care in the supervision of the insured property.

## **Section 4 - Money, Passport and Credit Cards**

#### **The Cover**

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

- A. a Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses money, travellers' cheques, driving licences, and travel tickets.
- B. a 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 an Insured Person or a member of an Insured Person's family

#### The Insurers will pay

up to the appropriate Sum Insured detailed in the Policy Certificate in respect of any one Insured Person, including reasonable expenses directly consequent upon such loss.

#### **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 Journey and no additional premium shall be payable for such automatic reinstatement of cover

#### **Passport Replacement**

To indemnify the Insured Person up to 25 per cent of the Sum Insured detailed in the Policy Certificate in respect of loss of passport occurring during the Period of Travel, including reasonable additional travel and accommodation expenses incurred during the Period of Travel to obtain a replacement.

#### **Business Documents and Records**

To indemnify the Insured Person up to 25 per cent of the Sum Insured detailed in the Policy Certificate in respect of the cost of replacing or restoring business documents and records the property or responsibility of the Assured or the Insured Person, following loss or damage during the Period of Travel.

#### **Exclusions to this Section**

#### The Insurers will not pay

- 1. for losses exceeding GBP500 in respect of money
- 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 Assured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4. for losses not reported to the police or similar authority within 48 hours of discovery of the loss
- 5. loss of Money contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person

#### It is a condition of cover under this Section that:

The Insured Person shall at all times exercise reasonable care in the supervision of the insured Money.

#### **Section 5 - Personal Accident**

#### **Schedule of Benefits**

This Certificate insures only those Items that have a Sum Insured entered against them.

	Benefit	Sum Insured
1	Death *	GBP to pay the Sum Insured
2	Loss of Sight in one or both Eyes	GBP to pay the Sum Insured
2.1	Los of or loss of use of one or more Limbs	GBP to pay the Sum Insured
2.2	Loss of hearing in i both ears ii one ear	GBP to pay the Sum Insured 25% of 2.2 i
2.3	Loss of Speech	GBP to pay the Sum Insured
2.4	Permanent Total Disablement	GBP to pay the Sum Insured
3	Permanent Partial Disability in accordance with the Scale of Compensation specified within: Amounts up to	GBP to pay the Sum Insured
4	Paraplegia	GBP 50,000
5	Quadriplegia	GBP 125,000
6	Triplegia	GBP 85,000
7	Hemiplegia	GBP 50,000
8	Temporary Total Disablement – per week	GBP to pay the Sum Insured
9	Temporary Partial Disablement – per week	GBP to pay 50% of the Sum Insured

Benefit in respect of Items 8 and 9, Temporary Disablement, shall be payable for such period or periods during which the Insured Person shall be disabled, up to but not beyond 104 weeks from the date on which they first become disabled.

Medical Expenses incurred within 12 months of the Accident in respect of Items 1 to 9, that are in excess of any other valid or collectable insurance, will in addition be paid, up to but not exceeding 25% of the Sum Insured of the claim admitted under those Items. Up to Maximum GBP15,000

For children under 16 years of age at the date of the Accident the Sum Insured for Death is limited to GBP20,000 and the Weekly Benefits are deleted.

#### **Coma Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury which results in the continuous unconscious state of the Insured Person, there is a payment of GBP350 for each full week of continuous unconsciousness, up to a maximum of 104 weeks.

#### **Dependents Benefit**

If during the Operative Time the Insured Person sustains Bodily Injury following an Accident which within 12 (twelve) months is the sole and independent cause of Death for which Benefit 1 is paid the Benefit is increased by 2% per dependent Child.

#### **Hospitalisation 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 the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner the Underwriters will pay GBP350 for each full week up to a maximum of 104 weeks any one Insured Person while they are a hospital in- patient.

#### **Retraining Expenses 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 the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the Benefit is paid the Underwriters will pay reasonable expenses incurred with the Underwriters prior consent in retraining the Insured Person for an alternative occupation with the Assured up to a maximum of GBP15,000

# **Scale of Compensation for Permanent Partial Disability**

Compensation payable as a percentage of the Sum Insured specified for Item 3 of the Schedule of Benefits:

Disability		
Total disorientation of mind	100%	
Loss of bony substance of the skull in all its thickness: 1. 6 sq.cm. or more 2. 3 to 6 sq.cm 3. less than 3 sq.cm.	40% 20% 10%	
Loss of Hearing in one ear	30%	
Upper Limbs	Right	Left
Complete immobility to shoulder joint	40%	35%
Complete immobility to elbow:  1. in favourable position (within 15 degrees of right angle)  2. in unfavourable position	25% 40%	20% 35%
Complete immobility of wrist: 1. in straight position 2. in awkward position	20% 30%	15% 25%
Total loss of thumb	20%	15%
Partial loss of thumb: one phalange	10%	6%
Complete immobility of thumb	15%	10%
Total loss of forefinger	15%	10%
Partial loss of forefinger: 1. two phalanges 2. one phalange	10% 5%	8% 3%
Total loss of any other finger	5%	3%

Lower Limbs	Right or Left
Loss of half of foot	30%
Complete immobility of hip	40%
Complete immobility of knee	25%
Total or partial loss of kneecap with considerably restricted movement	30%
Total or partial loss of kneecap with full movement preserved	15%
Shortening of lower limb:	
1. by 5 cm. or more	30%
2. by 3 to 5 cm	20%
3. by less than 3 cm	10%
Loss of big toe	15%
Complete immobility of big toe	10%
Loss of any other toe	3%

**Complete immobility of finger or toe** (other than thumb and big toe for which see above) shall be compensated to the extent of half the amount specified for total loss.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages in the scale above without taking into account the Insured Person's occupation

**Where an amount 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 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

**Any Permanent Disability** sustained in accordance with the terms and conditions of this Insurance but not specified above shall be compensated in accordance with its severity as compared with the disabilities listed, the occupation of the Insured Person not being taken into account.

**The amount of compensation payable** for any Permanent Disability affecting a limb, organ or other part of the body already affected by a disability or condition which existed before the Accident occurred shall be reduced by such percentage of the Sum Insured as would have become payable under this Insurance if such pre-existing disability or condition had qualified for compensation hereunder.

Where more than one of the listed disabilities results from any one or more Accidents covered under this Insurance, the percentage levels of compensation shall be agreeable, but only up to the following Limits of Insurers' Liability:

i. Limit of Liability in respect of disabilities affecting more than one of the separate parts of the same body member (hand, arm, foot or leg): the amount which would have been payable for loss of use of the entire member.

ii. Overall Limit of Liability in respect of the aggregate total of all claims becoming payable under this Scale of Compensation: 100% of the Sum Insured specified for Item 3 in the Schedule of Benefits hereof.

**If the Insured Person is left handed**, the percentage levels of compensation applicable to the right upper limb shall be deemed to apply to the left upper limb and vice versa.

#### **Conditions applicable to Section 5**

#### The Insurers shall only be liable:

- a. under Item 1 of the Schedule of Benefits if death occurs within twelve calendar months of the date of the Accident.
- b. under Item 2 of the Schedule of Benefits if the period of Total Disablement giving rise to the claim for this Item commences within twelve calendar months of the date of the Accident and lasts for twelve consecutive calendar months or more.
- c. under Item 3 of the Schedule of Benefits if the disability giving rise to the claim under this Item manifests itself within twenty- four calendar months of the date of the Accident and lasts for twelve consecutive calendar months or more.

**In respect of any Accident covered under this Insurance** where the Insured Person is Employed by the Assured on a contract of fixed duration, the Benefit payment period in respect of items 8 & 9 of the Schedule of Benefits will cease at the expiry of the contract or as otherwise defined in the Personal Accident specification, whichever is the lesser.

In respect of any Accident covered under this Insurance no benefit will be payable under more than one of the items in the Schedule of Benefits in respect of the consequences of one Accident, and no Temporary Total Disablement benefit will become payable until the total has been ascertained and agreed. Where any payment is made for Temporary Total Disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same Accident.

**In the event that an Accident covered under this Insurance** should result in the Death of the Insured Person within twelve 12 (twelve) calendar months of the date of such Accident and prior to the final settlement for Death Benefit a claim for disablement as provided for under Items 2 and 3 of the Schedule of Benefits has been paid, only one of the Sum Insured shown for Benefits under Items 1,2 or 3 shall be paid.

If the Insured Person disappears during the Period of Insurance and is not found within twelve months of disappearing, and that sufficient evidence is produced that leads Underwriters inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Sum Insured for Item 1 Death shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to Insurers.

If at the expiry date of the Period of Insurance the Insured Person is subject to the control of persons effecting a hijack or kidnap, cover under of this Insurance will continue without additional premium for a further period not exceeding twelve calendar months in all until the Insured Person has been released and has travelled direct from the place of his detention to his home or original destination.

#### **Evidence Required**

In connection with any claim:

- A. all medical certificates, reports, information and evidence required by the Underwriters to substantiate that claim must be supplied at the Assured &/or Insured Person's own expense and in such form as the Underwriters may reasonably require;
- B. the Insured Person must undergo a medical examination and provide medical evidence to the Underwriters (at the Underwriters expense) as often as the Underwriters 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.

#### **Compassionate Travel**

If on the recommendation of battleface Assist cover will be extended to include up to two relatives or friends of the Insured Person if they are required to travel to or remain with the Insured Person as a result of the Insured Person sustaining Bodily Injury or becoming ill during a Journey outside of their Country of Permanent Residence the Underwriters shall provide the following Benefit per Insured Person shown below

**Insured Persons:** Up to three named relatives or friends of the Insured Person **Operative Time:** Whilst travelling to or remaining with an Insured Person

Benefit per Insured Person	Sum Insured	
1. Accidental Death	GBP30,000	
2. Permanent Total Disablement	GBP30,000	
3. Permanent Partial Disablement	GBP30,000	

### **Exclusions applicable to Section 5**

#### **Exclusions applicable to this section**

# The Underwriters shall not be liable for death or disablement directly or indirectly resulting from:

- 1. the Insured Person's suicide, attempted suicide or intentional self injury
- 2. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- 3. the Insured Person's own criminal act.
- 4. the Insured Person engaging in riding or driving in any kind of race.
- 5. the Insured Person's engaging in any form of operational duties as a member of the armed forces.
- 6. the Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides.
- 7. the Insured Person engaging in aerial activities other than air travel as a passenger.
- 8. radioactive contamination.
- 9. human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- 10. Illness or disease (not resulting from Bodily Injury following an Accident)
- 11.any naturally occurring condition or degenerative process
- 12.any gradually operating process
- 13.post traumatic stress disorder or any psychological or psychiatric condition (not resulting from Bodily Injury following an Accident)

## **Section 6 - Legal Expenses and Personal Liability**

#### **Legal Expenses Section**

#### **The Cover**

Insurers will pay, up to a maximum of GBP50,000 Any One Claim any one Insured Person, in connection with any one event giving rise to a claim for legal costs arising as a result of pursuing claims for compensation and damages resulting from an Insured Person's Death, Illness or Bodily Injury during a trip.

#### **Conditions applicable to Section Six**

- 1. The Insurer will appoint a suitably qualified legal representative to act on you or an Insured Person's behalf; and
- 2. The Assured and your Insured Person must follow our advice or that of our appointed legal representative in handling any claim.
- 3. As a condition precedent to be indemnified under this section, you must inform us within 90 days of the occurrence of any event that may give rise to a claim.
- 4. You or an Insured Person must tell us if an offer is made to settle the legal proceedings and must not negotiate or agree to settle the dispute without having the Insurers' prior agreement. If the Assured or an Insured Person does not accept a reasonable offer the Insurer may not continue to support the claim.

#### Exclusions applicable to Section Six Insurers will not pay claims under this Section for:

- 1. any claim where Insurers or our legal representative believe that an action is not likely to be successful or if Insurers believe that the costs of taking action will be greater than any award.
- 2. the costs of making any claim against us, our agents or representatives or against any tour operator, carrier or any person with whom an Insured Person has travelled or arranged to travel.
- 3. any costs or expenses which are based directly or indirectly on the amount of any award.
- 4. the costs of following up a claim for Bodily Injury, loss or damage caused by or in connection with an Insured Person's trade, profession or Business, under contract or arising out of an Insured Person possessing, using or living on any land or in any buildings.
- 5. any claims arising out of you or an Insured Person owning, possessing, or using motorised/mechanically-propelled vehicles, water craft or aircraft of any description, animals, firearms, explosive devices or weapons.
- 6. any claims arising out of your or an Insured Person's deliberate, criminal, malicious or illegal act.
- 7. Legal proceedings in constitutional international or supranational courts or tribunal other than the European Court of Justice and the Commission and Court of Human Rights.

### **Personal Liability Section**

#### **The Cover**

The Insurer will pay, up to a maximum of GBP5,000,000 Any One Insured Person, if they become legally liable for damages incurred by an Insured Person which are caused by an Accident that happened during a Journey, and leads to claims made against an Insured Person as a result of:

1. Bodily Injury or death to a person who is not a member of an Insured Person's family or household, a travelling companion, a colleague, or employee;

2. loss of or damage to any property which does not belong to the Assured or an Insured Person, is not in the charge of, and is not in the control of an Insured Person or any member of an Insured Person's family, household, colleague or Employee;

#### **Conditions applicable to Section Six**

- The Assured or Insured Person must forward to the Insurer any writ, summons or other
  correspondence received from a third party as soon as reasonably practicable and within seven
  (7) days and must not admit liability, offer to make any payment or correspond with any third party
  without the Insurer's prior written permission.
- 2. The Insurer may at any time pay the Assured or an Insured Person the amount for which a claim can be settled up to the limit shown in the certificate (less any sums already paid as damages) the Insurer will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Insurer making such a payment.
- 3. The Assured or Insured Person must provide written notice with full particulars of any claim or occurrence which may give rise to a claim to the Insurer as soon as reasonably practicable or within thirty (30) days.
- 4. The Assured must notify the Insurer as soon as reasonably practicable and within seven (7) days of becoming aware of any prosecution, inquest or inquiry in connection with any occurrence which may give rise to a claim.
- 5. The Insurer shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in an Insured Person's name for our own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

### **Exclusions applicable to Section Six**

#### The Insurer will not be liable under this Section for:

- 1. anything caused directly or indirectly by:
  - a. injury, loss or damage arising from:
    - i. the ownership or use of any aircraft, horse-drawn or mechanical/motorised vehicles, water craft (other than rowing boats, punts or canoes), animals, firearms, explosive devices or weapons;
    - ii. an Insured Person's occupation or ownership of any land or buildings;
    - iii. the carrying out your trade, profession or Business;
    - iv. racing of any kind;
    - v. any deliberate, criminal, malicious or illegal act;
    - vi. any Injury caused by any participant to another participant (player to player) or spectator whilst playing, practicing or training whilst participating in any sporting activity;
- 2. liability covered under any other similar insurance.

## Section 7 - Hijack, Kidnap and Detention Section

#### **The Cover**

If in the course of a Journey an Insured Person is unlawfully seized the Insurer will compensate the Assured on behalf of the Insured Person concerned as detailed below.

The Insurer will pay in respect of each Insured Person

- A. GBP500 for each day or part thereof (up to a maximum of 50 days)
- B. the additional cost of travel and accommodation necessarily incurred as a direct result of the unlawful seizure of the Insured Person
- C. for expenses necessarily incurred in the engagement of the Insurer security services provider
- D. for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the Insurer up to a maximum of GBP100,000 per Insured Person and GBP250,000 any one Period of Insurance.

#### **Exclusions applicable to Section Seven**

#### Insurers will not pay in respect of any claim as a result of:

- 1. any fraudulent dishonest or criminal act of the Assured or the Insured Person
- 2. expenses incurred under C above without the prior consent and agreement of the Insurers security services provider.
- 3. expenses incurred under D above without the prior consent and agreement of Insurer
- 4. any claim handled by the security provider where it is subsequently found that the person incurring costs is not an Insured Person on a Journey in which event such costs will be the sole responsibility of the Assured
- 5. expenses incurred under D above which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section.

If an Incident occurs which may result in a covered event the Assured must contact battleface Assist who are the third party service providers approved by Insurers.

#### **battleface Assist**

Telephone: +44 (20) 3769 4976

The services can be accessed 24 hours a day 365 days a year, for your protection telephone calls may be recorded or monitored

If battleface Assist have not been contacted, then no claim will be paid.

#### **Section 8 - Evacuation**

#### **The Cover**

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

#### The Insurers 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 Policy Certificate, in respect of the additional cost of travel, accommodation and other expenses necessarily and reasonably incurred by the Assured or Insured Person in evacuating the Insured Person to their Country of Permanent Residency or nearest place of safety.

#### **Exclusions to this Section**

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

- 1. the Assured 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 Assured's Directors or Employees
- 4. the Assured's financial circumstances
- 5. Evacuation of nationals of the country involved
- 6. disinclination of the Insured Person to continue a Journey
- 7. Evacuation undertaken without the prior consent and agreement of the Insurers security service provider battleface Assist
- 8. circumstances more specifically insured under the Section 2 Cancellation, Curtailment and Replacement
- 9. any claim handled by battleface Assist where it is subsequently found that the person incurring costs is not an Insured Person on a Journey in which event such costs will be the sole responsibility of the Assured

#### Trauma Risk Management Counselling (Maximum Any One Session GBP 250)

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 section the Insurers will also pay necessary expenses incurred with the Insurers prior written consent for trauma risk management counselling to be delivered by the Insurers provider up to GBP5,000 any one Incident

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

1. The Insurers security services provider battleface Assist must be informed immediately of any incident event or circumstance likely to give rise to a claim

#### battleface Assist can be accessed as follows:

Telephone: +44 (20) 3769 4976 E-mail: **assist@battleface.com** 

# The services can be accessed 24 hours a day 365 days a year For your protection telephone calls may be recorded or monitored

### **Section 9 - Personal Security Specialist Expenses**

#### **The Cover**

If during a Journey an Insured Person becomes involved in a Life-threatening Situation the Insurers will reimburse the Assured in respect of the costs necessarily incurred to employ the services of the Insurers' security services provider battleface Assist in extricating the Insured Person from such Life-threatening Situation

#### The Insurers will pay

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

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

#### **Life Threatening Situation**

Any situation or event occurring on a Journey where the Insurer's security services advisors battleface Assist agree that the Insured Person's life is potentially in danger.

#### **Special Conditions applicable to this Section**

- A. battleface Assist must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim
- B. The Assured and Insured Person must provide battleface Assist with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of battleface Assist
- C. Any extrication must be organised by battleface Assist who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

#### **Exclusions applicable to this Section**

#### The Insurers 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 Assured or the Insured Person
- 2. any fraudulent dishonest or criminal act of the Assured 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. a claim handled by battleface Assist where it is subsequently found that the person incurring costs is not an Insured Person on a Journey in which event such costs will be the sole responsibility of the Assured

# **Section 10 - Corporate Event Cover**

#### The Insurers will pay

To pay up to the Sum Insured in respect of Guests of the Assured sustaining Bodily Injury or death following an Accident whilst on any Corporate Event subject to the Incident Limit detailed in the Policy Certificate.

# **GENERAL EXCLUSIONS**

#### **Exclusions**

**Except where the Insurers' specific prior agreement has been obtained**, no cover shall attach hereunder in respect of:

• any Period of Travel to be undertaken by an Insured Person who will be aged 81 years or more at the date of its commencement.

#### General Exclusion applicable to all sections.

#### The Insurer shall not be liable for any claim directly or indirectly resulting from:

- 1. the Insured Person's suicide, attempted suicide or intentional self injury
- 2. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- 3. the Insured Person's own criminal act.
- 4. the Insured Person engaging in riding or driving in any kind of race.
- 5. the Insured Person's engaging in any form of operational duties as a member of the armed forces.
- 6. the Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides.
- 7. the Insured Person engaging in aerial activities other than air travel as a passenger.
- 8. radioactive contamination.
- 9. human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- 10. unless agreed by Us in writing, in advance and at Our absolute discretion, where the Foreign, Commonwealth & Development Office advise against all or all but essential travel on or before the date of an Insured Person's travel to on <a href="https://www.gov.uk/foreign-travel-advice">www.gov.uk/foreign-travel-advice</a>.
- 11.It is hereby understood and agreed that this insurance excludes all claims arising from, attributable to or aggravated by alcohol, or any drugs or narcotics unless prescribed by a qualified Medical Practitioner.
- 12. participation in any professional sport or competition.
- 13. the Insured Person traveling against medical advice.
- 14. Any claim in any way caused or contributed to by, or resulting from:
  - a. Coronavirus disease (COVID-19)
  - b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
  - c. any mutation or variation of SARS-CoV-2

d. any fear or threat of a), b) or c) above.

Other than for Medical Expenses necessarily incurred by an Insured Person aged 65 years or under for the treatment of COVID-19.

Subject to all other terms and conditions of this policy.

Additionally, your Insurance Policy does not cover any claim, in any way caused or contributed to by, or resulting from a), b), c) or d) above, for:

- 1. self-isolation or any quarantine requirements or restrictions in movement of people, goods or animals.
- 2. any travel advice or warning, or fear or threat of such advice or warning.

# **CONDITIONS**

#### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions that we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it had never existed and decline all claims. However, if we establish that, unknown to you, an Insured Person deliberately or recklessly provided false or misleading information we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and decline all claims relating to such Insured Person.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

 treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if we establish that, unknown to you, an Insured Person was careless in providing information then we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such Insured Person. We will only do this if we provided you with insurance cover which we would not otherwise have offered;

If we establish that you or an Insured Person was careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by you or an Insured Person's carelessness; or
- charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your insurance in accordance with the "Cancelling this insurance" section below.

We or your broker will write to you if we:

- intend to treat this insurance as if it had never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

#### Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform your broker as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the "Cancelling this insurance" section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

#### **Conditions - continued**

#### The GDPR and Data Protection Act 2018

For the purpose of providing this insurance and handling of claims or complaints, Insurers may need to transfer certain information which the Insured or the Insured Person have provided to Insurers to other parties. Any information the Insured or the Insured Person have provided will be dealt with by the Insurer in compliance with the provisions of the GDPR and Data Protection Act 2018.

#### **Rights of third parties**

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

#### **Cyber Risks Endorsement for use on Travel Insurance Policies**

With the exception of Baggage (Section E), we will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of your policy, you are covered up to the amount(s) stated in the schedule for:

- Cancellation and Curtailment (Section A),
- Medical Expenses (Section B) and
- Personal Accident Benefit (Section D)

as a result of your serious illness or injury or death, or that of a Close Business Colleague or Close Relative for claims arising under Section A (Cancellation and Curtailment), due to any of i, ii or iii above.

#### **Several Liability Notice**

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

#### **Sanction Limitation and Exclusion Clause**

No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **Language of Contract**

The Assured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language The Assured confirms they understand such contract and agree to be bound by its terms and conditions.

#### **Currency Conversion**

Should any payment be required to be made in a different currency to that shown on the policy Certitifcate, the rate of exchange used shall be as published on www.oanda.com at the date of loss.

#### Interest

No sum payable by the Insurer under this Policy shall carry interest.

#### Other Insurance (Applicable to Sections 1, 2, 3, 4, 6, 7, 8, 9 & 10)

The Insurer will not pay any indemnity claim if any loss, damage payment, or liability under this policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

#### **Access To Additional Materials**

You and/or any Insured Person under this Policy shall furnish to Insurers, or their designated representatives, all information, documentations and medical information that Insurers may require at any time during the term of this Policy, or until resolution of all claims, whichever is later.

#### **Aquisition Clause**

If, following the inception of cover and during the Period of Insurance, You purchase in Your entirety or create(s) any new branch, wholly owned subsidiary or associated company within Your Country of Permanent Residence, cover shall automatically apply from the date of such purchase or creation at no additional premium. It is a condition of this Policy that following such an event, the wage roll, number of Insured Persons or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, Insurers agree to continue cover for fourteen (14) days during which time You shall provide relevant additional information including any information required by Insurers and pay the additional premium required by the Insurers. If this information is not forthcoming after fourteen (14) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease. Any new branch, wholly owned subsidiary or associated company created or purchased outside Your Permanent Country of Residence must be referred to Insurers before cover can be considered. Cover is NOT automatically given in this instance.

#### **Associated Companies**

If this Policy is to also cover Your associated companies, a list of these companies must be provided to Insurers for Insurers' records at the commencement date of this policy or within (thirty) 30 days of the creation or acquisition of such associated companies.

#### **Change Of Business**

You shall, within thirty (30) days, notify Insurers of any change in their business, trade or profession and at which time Insurers at their option will amend the cover and/or amend the premium.

#### Contribution

Where a claim is made against Insurers and there is more than one contract of Insurance in force covering the same interest, against the same loss against the same subject matter Insurers are entitled to call upon any other Insurers liable for the same to make a rateable contribution towards the loss.

# **HOLIDAY INCLUSION CLAUSE**

**Optional Cover\*** – subject to payment of additional premium. If You have paid for this cover option, it will be shown on Your Policy Certificate All limits and excesses are per person.

In respect of the Insured Persons named in the Policy Certificate to which this clause is applicable the Insuring Clause is hereby deemed amended to include as "Periods of Travel" within the meaning and effect of this Insurance all conventional overseas holiday trips that they shall undertake during the Period of Insurance.

**Provided always** that at the date of its booking or commencement any such trip is not expected to exceed 60 days in duration nor to involve hazardous or non-conventional activities.

**Cover in respect of this clause** shall attach in accordance with the terms, conditions, provisions, limitations and exclusions of this Insurance, subject always to the following amendments and additions:

"It is a condition precedent to the attachment of cover hereunder that the Period of Travel shall not have been booked or commenced contrary to medical advice, nor after receipt of a terminal prognosis, nor wholly or partly for the purpose of obtaining medical treatment or convalescent care".

It is a condition of this Inclusion Clause that relevant details of each and every holiday trip insured hereby shall be included in any declarations submitted to Insurers in connection with the calculation of the premium due under this Insurance or under any renewal or extension hereof.

**Definition:** The terms, conditions and limitations of this Inclusion Clause are applicable only to 'pure' holiday trips, i.e. where the travel and accommodation expenses are paid for principally out of the personal or family finances of the Insured Person and where any financial or other contribution made by the Assured is not conditional upon the performance of business duties during the trip. All trips involving the performance of specific business duties on behalf of the Assured and/or trips that are wholly arranged and/or financed by the Assured are included within the original intention of this Insurance as stated in the Insuring Clause, and are covered in accordance therewith.

# **WINTER SPORTS INCLUSION CLAUSE**

**It is hereby understood and agreed that** this Insurance extends to include the Winter Sports activities of Alpine Skiing, snowboarding, Nordic Skiing (cross country skiing), tobogganing, glacier skiing and ice skating subject to the following terms and conditions:

Including whilst off-piste provided that the Insured Person is not participating alone or against local authoritative warning or advice.

Excluding any claim resulting from or attributable to competition in any major event on snow or ice, freestyle skiing, ski-jumping, ice hockey, the use of bobsleighs or skeletons, luge, para skiing, heli-skiing or repetitive travel in ski run helicopters. Excluding hired winter sports equipment and clothing.

In respect of Skis of up to 5 years limit GBP350 any one pair. Skis over 5 years old limit GBP50 any one pair. Ski Hire, up to GBP100 to hire ski equipment if, the Insured Person's own ski Equipment is lost or damaged beyond use. Loss of ski passes.

Unused travel and accommodation expenses extends to include ski passes, ski lessons, ski hire and clothing hire.

Subject otherwise to the Certificate terms, conditions, provisions, limitations and exclusions.

# **SCUBA DIVING INCLUSION CLAUSE**

It is hereby understood and agreed to include Scuba Diving subject to:-

The Insurers shall not be liable for claims arising from Solo Diving, Cave Diving, or Diving for hire or reward or where the Insured Person dives below 18 meters or 30 meters if the Insured Person holds a British Sub Aqua Club or equivalent certificate.

Subject otherwise to the Certificate terms, conditions, provisions, limitations and exclusions.

# **MAKING A CLAIM**

First, check Your Policy Certificate and the appropriate section of Your policy to make sure that what You are claiming for is covered.

The policy claim form, claimant's statement, and Proof of Claim must be mailed or e-mailed to the Claims Administrator at the following address:

#### battleface Insurance Services

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

Telephone: +44 (20) 3807 0468

Fax: +44 2036 081 283

e-mail: <a href="mailto:claims@battleface.com">claims@battleface.com</a>

All claims must be notified within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc (proof of claim). Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use registered post.

In order to handle claims quickly, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System), IBAN or other electronic banking system or payment method, You will be responsible for supplying Us with the correct bank account or other payment details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the account designated by You, We shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

# **HOW TO MAKE A COMPLAINT**

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing You with the highest standard of service.

If You wish to make a complaint, You can do so at any time by referring the matter to either battleface Insurance Services or the Complaints team at Lloyd's.

#### **battleface Insurance Services**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

Telephone: +44 (0)208 865 3054

Fax: +44 2036 081 283

E-mail: <a href="mailto:complaints@battleface.com">complaints@battleface.com</a>

The address of the Complaints team at Lloyd's is:

#### **Complaints**

Lloyd's One Lime Street London EC3M 7HA

Telephone: +44 20 7327 5693

Fax: +44 20 7327 5225

E-mail: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>

Website: <a href="https://www.lloyds.com/complaints">www.lloyds.com/complaints</a>

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at <a href="https://www.lloyds.com/complaints">www.lloyds.com/complaints</a> and is also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

#### The Financial Ombudsman Service, Exchange Tower,

London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) 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 UK).

Email: <a href="mailto:complaintinfo@financial-ombudsman.org.uk">complaintinfo@financial-ombudsman.org.uk</a>

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

Your legal rights are not affected.

# **GOVERNING LAW AND JURISDICTION**

The law and jurisdiction governing this insurance and the agent for service of suit depends on the territory which You declare as Your Home Country. For certain territories, the schedule below details the applicable law and jurisdiction.

For other territories, You and We are free to choose the law that applies. However, unless specifically agreed otherwise:

- this insurance shall be governed exclusively by the law and practice of England and Wales;
- and any litigation arising under, out of or in connection with this insurance shall be subject to the exclusive jurisdiction of any competent court in England;

and the agent for service of suit shall be:

#### Clyde & Co

The St. Botolph Building 138 Houndsditch London EC3A 7AG England

Tel: +44 20 7876 5000 Fax: +44 20 7876 5111 Email: info@clydeco.com

Underwriters hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of the party(ies) indicated.

Underwriters, by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

Any service which is carried out in accordance with the above manner shall be without prejudice to any other alternative method of service provided by law.

TERRITORY	LAW	JURISDICTION	AGENT FOR SERVICE OF SUIT
Anguilla	Anguilla	Anguilla	Marva Thompson M&R Corporate Services Limited Hansa Bank Building Cosely Drive The Valley Anguilla Al2640
Antigua	English	Antigua	Johnson Gardiner 51A St. Mary's Street St. John's Antigua Tel: (268) 562-1378 Fax: (268) 562-0232
Bahamas	English	Bahamas	Higgs & Johnson Ocean Centre Montagu Foreshore East Bay Street P.O. Box N-3247 Nassau, Bahamas
Barbados	English	Barbados	Juris Chambers Wildey Business Park Wildey Road St Michael, Barbados Tel: + 1 246 429-5320 Fax: + 1 246 429-2206
Bermuda	English	Bermuda	Appleby Global Canon's Court 22 Victoria Street PO Box HM 1179 Hamilton HM EX Bermuda
Cayman Islands	English	Cayman Islands	Marine Surveyors Cayman Ltd. Attn: Michael Pickthorne PO Box 2584 GT Grand Cayman KY1-1103 Cayman Islands
Dominica	English	Dominica	HHV Whitchurch & Co Ltd. P.O. Box 771 Old Street, Roseau Commonwealth of Dominica West Indies Tel: 1 (767) 448 2181 Fax: 1 (767) 448 5787

TERRITORY	LAW	JURISDICTION	AGENT FOR SERVICE OF SUIT
French Polynesia	French Polynesia	French Polynesia	Lloyd's France SAS 8/10 Rue Lamennais 75008 Paris France Tel: + 33 (0)1 42 60 43 43 or +44 (0) 207 327 7038 Fax: + 33 (0)1 42 60 14 41 Email: lloydsparis@lloyds.com
Grenada	English	Grenada	Jonas Browne and Hubbard (Grenada) Carenage St George's, Grenada Tel: +1 473 440 2087 Fax: +1 473 440 4008
Jamaica	Jamaican	Jamaica	R S Gamble (1998 Ltd) 40 Second Street New Port West Kingston Jamaica
Lithuania	English	England	Mr Tomas Kontautas Lloyd's General Representative for Lithuania c/o Sorainen Jogailos 4 01116 Vilnius Lithuania
Malta	English	Malta	Dr. Louis Cassar Pullicino Director, Lloyd's Malta Ltd c/o Ganado Advocates 171 Old Bakery Street Valletta VLT 1455 Malta
Mauritius	English	England	Mr Paul Halpin Lloyd's General Representative in Mauritius 1st Floor Riverview Commercial Centre Les Gorges Road Black River Mauritius

TERRITORY	LAW	JURISDICTION	AGENT FOR SERVICE OF SUIT
South Africa	South Africa	South Africa	Lloyd's South Africa 15th Floor The Forum 2 Maude Street Sandton 2196 South Africa Tel: +27 (11) 505 0000 Fax: +27 (11) 505 0001
Trinidad and Tobago	English	Trinidad and Tobago	Huggins Services Ltd. P.O. Bag 26 B 26 Kitchener Street Wodbrook Trinidad West Indies Mikhail K. Ali Tel: 868 622 9588 Email: operations.hsl@gmail. com
Zimbabwe	Zimbabwe	Zimbabwe	Mr. David Birch Lloyd's Principal Officer in Zimbabwe THI House Mount Pleasant Office Park Harare Zimbabwe Tel: +263 4 369913 Fax: +263 (0) 772 236193 Email: dbtobhail@yoafrica. com

# **CANCELLATION OF YOUR POLICY**

Cancelling this Policy and Cooling-off period

#### **Cancellation by You**

For all policies that have a Period of Insurance of less than one month there is no cancellation or cooling-off period and no refund of premium will be payable at any time.

For all policies that have a Period of Insurance of one month or more, if the policy cover is not suitable and You want to cancel within fourteen (14) days of receiving the policy documentation and before the start date of the policy, You must e-mail or write to:

battleface Insurance Services Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

Or by email at: <a href="mailto:contact@battleface.com">contact@battleface.com</a>

If You cancel after fourteen (14) days of receiving the policy documentation the premium will be refunded on a pro rata basis from the date Your instructions are received or any later date specified by You and provided that a claim has not been made.

#### **Cancellation by Us**

We may cancel this policy by giving You thirty (30) days' notice in writing, which will be sent by post to the last address we hold for You. We will only do this for a valid reason such as non-payment of premium.

We may also cancel the policy if You commit a fraud which includes doing any of the following:

- Making any untrue statements to Us;
- Failing to disclose any material facts relevant to the policy or a claim;
- Acting fraudulently in any other way

If We cancel the policy because of fraud, the Policy will become void. If this happens, We will return all the policy premiums paid.

# **DATA PROTECTION INFORMATION NOTICE**

#### Your personal information notice

#### Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the Policy Certificate.

#### The basics

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

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

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

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

#### Other people's details You provide to Us

Where You provide Us or Your agent or broker with details about other people, You must provide this notice to them.

#### Want more details?

For more information about how We use Our personal information, please see Our full privacy notice, which is available online on Our Website or in other formats on request.

#### **Contacting Us and Your rights**

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

Hamilton Managing Agency Level 3, Fenchurch Place, London, EC3M 4AJ

# **FINANCIAL SERVICES COMPENSATION SCHEME**

Underwriters at Lloyd's and battleface Insurance Services Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> website.

battleface Insurance Services Limited, Registered number: 08317678,

Registered Office:

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

battleface Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, FRN 774757.

The above details can be checked on the Financial Services Register by visiting the Financial Conduct Authority website and searching by Firm Reference Number (FRN).

# **EXCLUDED ACTIVITES AND SPORTS**

Any organised competitive or professional sporting event or activity	Outdoor endurance sports
Abseiling (without a licensed operator)	Parascending over land
Big game hunting	Rock or Ice climbing
BMX stunt riding	Safaris (where the Insured Person will be using a firearm)
Boxing	Sailing (cross ocean)
Bungee jumping (without a licensed operator)	Scuba diving below 50 metres or when flying within 24 hours of last dive
Extreme downhill mountain biking	Show jumping
Free climb mountaineering	Sky diving (unless tandem with licensed operator)
Freediving	Sky surfing
Gymnastics (competitive)	Stunt events
High diving (other than from a purpose built diving board over a man made swimming pool, maximum 5 metres)	Underground activities (other than as part of an organised excursion or tour)
Horse riding involving jumping, trials, hunting, racing or jousting	Water-ski jumping
Martial arts (other than those shown as covered in the relevant categories)	White water rafting (in sea or grade 6 or above)
Mountaineering in excess of 4500 metres, 14,765 feet	Wrestling



#### **battleface Insurance Services**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU,UK

**Tel.:** +44 (20) 80895338

e-mail: contact@battleface.com