

Business Travel Section

Definitions

Accidental Bodily Injury

Bodily injury caused by:

- a accidental violent external and visible means
- b unavoidable exposure to the elements.

Adjustment Information

Such additional information as the Insurer may require the Insured to provide in order to calculate the full premium due for the Period of Insurance as shown in the Schedule.

Aircraft Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the Insurer to the Insured for all Losses involving any Scheduled Air Transport.

Baggage

Any item of clothing or any article belonging to the Insured Person or the Insured but not Money.

Benefit

The sum or sums of money that the Insurer has agreed to pay the Insured or, as applicable, the Insured Person as shown in the Schedule.

Business Trip

Any journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) on behalf of the Insured in connection with the Business of the Insured that forms part of the Declared Travel Pattern.

Clause

Any addition, variation or alteration to the terms of this Policy.

Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause Illness and/or disablement and/or Death.

Contamination by Terrorism Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by the Insurer to the Insured in respect of any one Loss involving Contamination by Terrorism as shown in the Schedule.

Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by the Insured to the Insurer.

Directors

The registered company director of the Insured and any other persons agreed with the Insurer in writing to be treated as directors.

Employee

Any employee of the Insured or any other person acting in the capacity of an employee whilst working for the Insured in connection with the Business of the Insured.

Europe

The United Kingdom and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30 degrees East.

Event Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the Insurer to the Insured for all Losses not involving air travel.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.

Hospital

Any National Health Service Trust or registered private hospital in the United Kingdom licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the United Kingdom.

Hospitalisation

Any continuous period of 24 hours or more during which time the Insured Person has been confined to Hospital.

Illness

Any disease, medical complaint or medical condition which is not Accidental Bodily Injury.

Insured Person

Those persons specified in the Schedule as being Insured Persons.

Insured Trip

- a any journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) on behalf of the Insured in connection with the Business of the Insured
 - and
 - b any other journey undertaken by an Insured Person (and their accompanying Spouse and accompanying immediate family when approved by the Insured) with the permission of the Insured
- that forms part of the Declared Travel Pattern.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an Insured Person.

Loss(es)

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Money

Cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons which have a distinct monetary value and are intended for travel, meals, accommodation and personal expenditure only.

Non Scheduled Air Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by the Insurer to the Insured for all Losses involving air travel other than Scheduled Air Transport.

Operative Times of Cover

The time and circumstances as defined below and as shown in the Schedule

A Business Travel outside the United Kingdom

On a Business Trip outside the United Kingdom or country of residence, cover starting from the time of leaving place of residence or place of work in the United Kingdom whichever is last, until return to place of residence or place of work in the United Kingdom whichever is first. Any period of holiday for an Insured Person which is purely ancillary to the Business Trip shall be deemed included within the period of the Business Trip provided that it is otherwise within the period set out above.

B Business Travel in the United Kingdom

On a Business Trip in the United Kingdom or country of residence involving an overnight stay away from the Insured Person's residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or workplace whichever is first.

C Travel in the United Kingdom

On a Business Trip for Insured Persons and Insured Trip for Directors of the Insured in the United Kingdom or country of residence involving an overnight stay away from the Insured Person's residence, or a flight on an aircraft. Cover starts from the time of leaving the residence or work place whichever is last until return to the residence or work place whichever is first.

D Travel outside the United Kingdom

On a Business Trip for Insured Persons and Insured Trip for Directors of the Insured outside the United Kingdom or country of residence, cover starting from the time of leaving place of residence or place of work in the United Kingdom whichever is last, until return to place of residence or place of work in the United Kingdom whichever is first.

Any period of holiday for an Insured Person which is purely ancillary to the Business Trip shall be deemed included within the period of the Business Trip provided that it is otherwise within the period set out above.

E All Travel in the United Kingdom

Whilst on an Insured Trip in the United Kingdom or country of residence involving an overnight stay away from the Insured Person's residence or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place whichever is first.

F All Travel outside the United Kingdom

While on an Insured Trip outside the United Kingdom or country of residence, cover starting from the time of leaving place of residence or place of work in the United Kingdom whichever is the last, until return to place of residence or place of work in the United Kingdom whichever is the first.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

Spouse

The

- i spouse
 - ii partner
 - iii civil partner with whom the Insured Person has been cohabiting for at least 3 months as though they were their spouse or partner
- of the Insured

Strike or Industrial Action

Any form of industrial action, whether or not organised by a trade union which is carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Terrorism

An act including but not limited to the use of force or violence and/or the 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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

War

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

Part 2 Emergency Medical and Other Expenses

Cover

If an Insured Person sustains Accidental Bodily Injury or contracts Illness outside the United Kingdom (or their normal country of residence if different) during an Insured Trip the Insurer will reimburse the Insured (in the case of a Business Trip) or Insured Person (if otherwise) for additional costs necessarily incurred by the Insured following the death, injury or Illness of an Insured Person for:-

a Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the United Kingdom (or outside of the normal country of residence of the Insured Person if different) as a result of the injury or Illness of an Insured Person for reasonable costs for:-

- i medical, hospital, surgical, remedial or diagnostic treatment
- ii attention given or prescribed by a registered medical practitioner or nursing home
- iii ambulance fees
- iv dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

b Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an Insured Person in the United Kingdom within 6 months from the date of return from an Insured Trip during which a claim under this Section of the Policy for the same continuing injury or Illness has been accepted by the Insurer up to but not exceeding £20,000 any one Loss provided that the Insurer's written approval is obtained before any expenses are incurred.

c Emergency Travel Expenses

Additional costs necessarily incurred following the death, injury or Illness of an Insured Person for the:

i Repatriation Costs

The cost of repatriation of an Insured Person when in the opinion of the doctor in attendance and the Insurer's medical advisers, the Insured Person is fit to travel.

ii Attendants Travel Expenses

Travel and accommodation expenses of up to two relatives or friends of an Insured Person or a qualified nurse who, on medical advice, is required to travel or remain with the Insured Person for the remainder of the Insured Trip and to escort the Insured Person to his or her residence and/or work place as appropriate.

iii Overseas Funeral Expenses

Expenses for the burial or cremation of the Insured Person outside the United Kingdom (or to the normal country of residence of the Insured Person if different).

iv Body Transportation Costs

Transportation costs for the carriage of the body or ashes and the personal effects of the Insured Person back to the United Kingdom (or to the normal country of residence of the Insured Person if different) or at the Insurer's discretion, to any other country as requested by the Insured Person's immediate family or Legal Representatives (but not the cost of burial or cremation).

v Immediate Family Emergency

Travel expenses in respect of returning an Insured Person to the United Kingdom (or to the normal country of residence of the Insured Person if different) to attend the funeral or otherwise in the event of death or critical illness of any member of the Insured Person's immediate family provided that the death occurred after and could not have been foreseen at the time of commencement of the Insured Trip.

vi Immediate Family's Travel Expenses

Travel expenses in respect of any member of the Insured Person's immediate family who is travelling with the Insured Person in returning to the United Kingdom (or the Insured Person's normal country of residence if different) in the event of the Insured Person being medically repatriated.

The most the Insurer will pay for any one Loss under Part 2 of this Section of the Policy is such expenses for up to 2 years from the date of Accidental Bodily Injury or commencement of Illness up to the Sum Insured shown in the Schedule less the deduction of any Excess, provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) must first contact the Emergency Medical Assistance Service for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance may result in the Insurer declining to pay for any costs incurred.

Overseas Hospitalisation Benefit

If as a result of having sustained Accidental Bodily Injury or contracted Illness during the Period of Insurance and Operative Time of Cover an Insured Person is admitted to Hospital outside the United Kingdom (or the Insured Person's normal place of residence if different) as an in-patient for a continuous period of not less than 24 hours on the recommendation of:-

- a the Insured Person's general practitioner
- b a doctor attached to the Hospital

the Insurer will pay the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) the following amounts in addition to any other benefits payable in respect of the Insured Person:

1 In-Patient Benefit

£50 for each full 24 hour period which the Insured Person spends in Hospital as an in-patient. The maximum total amount payable is £1,000 in respect of any one Insured Person.

2 Convalescence Benefit

£50 for each full 24 hour period of convalescence during which the Insured Person is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of Hospitalisation. The maximum total amount payable is £1,000 in respect of any one Insured Person.

Emergency Medical Assistance Service

The Emergency Medical Assistance Service is operated by a specialist emergency assistance organisation whose details are advised to the Insured on a medical assistance card issued by the Insurer. The Insured shall where appropriate communicate these details to the Insured Person.

The Emergency Medical Assistance Service will advise on, and where appropriate arrange, all medical treatment, travel and accommodation covered under Part 2 Emergency Medical and Other Expenses.

The Emergency Medical Assistance Service will deal with enquiries and will ensure that where necessary:

- 1 the hospital is contacted and any necessary fees guaranteed
- 2 multi-lingual staff are used to converse with doctors and the hospital overseas in their own language
- 3 medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant.
- 4 assistance is provided upon arrival in the United Kingdom (or the Insured Person's normal country of residence if different)
- 5 arrangements are made for the Insured Person to travel home and for the outward and return journeys for the next of kin to a sick or injured Insured Person.

provided that medical treatment, travel and/or accommodation has been arranged by the Emergency Medical Assistance Service the Insurer will pay all costs covered under this Section incurred on behalf of the Insured Person or the Insured.

Policyholder Helplines

These added value services are provided as automatic benefits under your policy and are administered by FirstAssist Services Ltd on behalf of the Insurer.

All services are accessed by the Insured or Insured Person contacting FirstAssist on the telephone numbers provided alongside each service.

Pre-Travel Helpline

Tel 0208 763 4809

Planning a business trip to a country can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

Emergency Medical Assistance Service

Tel +44 (0) 208 763 4810

In the event of an emergency our dedicated assistance provider is on hand 24 hours a day, 365 days a year. It does not matter how small the emergency is they will be there to help.

This includes advice and assistance for:-

- Loss of passport and travel documents
- Lost luggage
- Stolen and lost credit cards
- Referral to English speaking lawyers
- Medical treatment for illness or accident

In the event of an Employee suffering an illness or accident, there are medical professionals who will take control and manage the process.

Their services include:

- Multi-lingual medical staff to converse with doctors and hospitals overseas
- Contacting the hospital and dealing with any necessary fees covered under the Policy
- Arranging for loved ones to visit
- Evacuation or repatriation with a qualified medical escort if medically advised.

Advice before you travel

The Insured or Insured Person(s) may also choose to consider the following services which are totally independent of and are not part of this policy:

Foreign & Commonwealth Office Travel Advice

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that the Insured consults the travel advice section of the Foreign & Commonwealth Office website (fco.gov.uk) before allowing an Insured Person to travel.

European Health Insurance Card (EHIC)

An EHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Economic Area (EEA) country or Switzerland.

The EEA consists of all European Union (EU) countries plus Iceland, Liechtenstein and Norway. Switzerland applies the EHIC through an agreement with the EU.

Subject to restrictions, people who are ordinarily resident in the UK are entitled to an EHIC.

A person can apply for an EHIC:

- a** by phone on 0845 606 2030
- b** by post using an EHIC form available from the Post Office
- c** on-line at www.ehic.org.uk

Part 3 Cancellation and Curtailment

Cover

If an Insured Trip during the Period of Insurance and Operative Time of Cover is unavoidably cancelled or curtailed as a result of:

- a any cause outside the control of the Insured and/or the Insured Person
- b a companion or family member with whom the Insured Person is travelling becoming totally disabled by Accidental Bodily Injury or Illness occurring during the Insured Trip where the disablement is such that on the advice of a registered medical practitioner the travelling companion or family member must return to the United Kingdom (or to the normal country of residence of the Insured Person if different), immediately and without delay

and as a result the Insured Person's original journey plans are rearranged the Insurer will reimburse the Insured or Insured Person's for all non-recoverable deposits advance payments and other charges paid or due to be paid by the Insured or the Insured Person for travel and/or accommodation of the Insured Person in connection with the cancelled Insured Trip up to the Sum Insured shown in the Schedule.

Replacement Personnel Expenses

If an Insured Person suffers Accidental Bodily Injury or contracts Illness during the Period of Insurance and Operative Time of Cover which for medical reasons causes the Insured Person to be unable to continue a Business Trip, the Insurer will reimburse the Insured for any transport and accommodation costs which the Insured necessarily incurs in sending one or more persons to replace the original Insured Person(s) in order to carry out and complete the original purpose of the original Business Trip provided that:

- a the Insured or Insured Person do not incur any unnecessary costs
- b the deployment of a replacement person or persons is a business necessity.

The maximum total amount payable is the Sum Insured shown in Part 3 Cancellation and Curtailment in the Schedule in respect of any one Insured Person for any one Business Trip.

Delayed Departure

If on an Insured Trip the Insured Person is delayed beyond the published departure time of the:

- a aircraft
- b sea vessel
- c train

in which they are booked to travel during the Period of Insurance and Operative Time of Cover the Insurer will pay the Insured (in the case of a Business Trip) or the Insured Person (if otherwise):

- £30.00 after the first 4 hours delay
- £30.00 for each subsequent full hour of delay

provided that the:

- 1 Insured Person checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
- 2 Insured Person accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
- 3 Insured or Insured Person obtains written confirmation from the travel provider of the extent of and reason for any delay
- 4 Strike or Industrial Action affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the Insured Trip.

The maximum amount payable is £750 in respect of any one Insured Person.

Missed International Connection/Missed Departure

If the aircraft, sea vessel or train in which the Insured Person is travelling fails to:

- a get them to the departure point on time to take the first aircraft, sea vessel or train to commence an Insured Trip outside of the United Kingdom
- b arrive at its destination outside the United Kingdom at the published expected time of arrival which results in the Insured Person arriving too late to board an onward connecting aircraft, sea vessel or train on which they are booked to travel

during the Period of Insurance and Operative Time of Cover the Insurer will reimburse the Insured or Insured Person for any costs reasonably and necessarily incurred for additional travel, accommodation or refreshments up to the maximum amount of £500.00

provided that the:

- 1 published expected time of arrival of the original aircraft, sea vessel or train on which the Insured Person is travelling at its destination airport or port must be sufficiently early to allow the Insured Person a reasonable expectation of checking in for the onward connecting transportation at least 45 minutes prior to the latest time permitted by the relevant operator for check in.
- 2 Insured or Insured Person obtains in writing the actual time of arrival of the aircraft or sea vessel or train at its destination from the airline company or sea vessel operator or train operator on the first section of the journey and written confirmation from the connecting airline company or sea vessel operator or train operator that the connection has been missed because of the late arrival of the aircraft or sea vessel or train.
- 3 Insured Person accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
- 4 Strike or Industrial Action affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the Insured Trip.

Part 4 Baggage and Money

Cover

If the Baggage or Money of an Insured Person is permanently lost, stolen or damaged during the Period of Insurance and Operative Time of Cover, the Insurer will at its sole option either pay to the Insured (in the case of a Business Trip) or Insured Person (if otherwise) the cost of replacement of such Baggage and/or Money or in the case of lost or stolen Baggage provide a replacement article up to the Sum Insured in the Schedule less the deduction of any Excess amount shown in the Schedule provided that:-

- 1 if Baggage or Money of an Insured Person is lost or stolen, the Insured or Insured Person must, as soon as possible and in any event within 48 hours of the Loss or theft being discovered, notify the Loss to the Police or other appropriate authorities and obtain a written loss report from them (in the case of an airline the Insured or Insured Person will need to obtain a Property Irregularity Report)
- 2 the Insured (in the case of a Business Trip) or the Insured Person (if otherwise) provides the Insurer with evidence which substantiates the claim to the Insurer's satisfaction which may include receipts or loss report forms for the lost or stolen Baggage or Money.

The maximum amount payable is:-

- a the Sum Insured shown in Part 4 of the Schedule in respect of any one Insured Person for any one Insured Trip.
- b £1,500 for any one item of Baggage
- c the Sum Insured shown in the Schedule for Loss of Money.

Pre-Journey and Post-Journey Money Cover

This Policy extends to include Money lost or stolen within the 72-hour periods immediately prior to and immediately following an Insured Trip provided that such Money has been obtained by the Insured Person specifically for the purposes of undertaking the Insured Trip and is in the custody and control of the Insured Person.

Pre-Journey Loss of Passport

If the passport and/or visa of an Insured Person is stolen within the 7-day period immediately prior to the planned departure date of an Insured Trip, provided that the Insured or Insured Person reports the theft to the Police, the Insurer will reimburse the Insured or Insured Person for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the Insured Person including any charges levied by the issuing office for the replacement documents

The maximum amount payable is £250 any one Loss.

Loss of Passport during a Journey

If the passport and/or visa of an Insured Person is lost, stolen, damaged or otherwise becomes void during the course of an Insured Trip other than as a result of the expiry date of the passport and/or visa having passed, the Insurer will reimburse the Insured or Insured Person for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the Insured Person including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £1,000 in respect of any one Loss

Temporary Deprivation of Baggage

If during an Insured Trip an Insured Person is temporarily deprived of Baggage for reasons outside of their control for a period of more than 4 hours, the Insurer will reimburse the Insured or Insured Person for the cost necessarily incurred for emergency essential purchases. Such payment made under this extension will be deducted from any lost/stolen Baggage payment for the same Loss.

The maximum amount payable is £1,000 in respect of any one Loss.

Fraudulent Use of Credit Cards

If the Insured Person sustains financial Loss as a result of a credit/charge/debit/bankers card being lost or stolen during an Insured Trip and it being fraudulently used by anyone other than the Insured Person the Insurer will pay either:

a the Insured an amount equivalent to such loss provided that the Insured had at the time of the Loss an obligation to the Insured Person to reimburse them for such loss and has so reimbursed them;

or

b the Insured Person an amount equivalent to such loss

provided that the terms and conditions under which such card has been issued have been fully complied with.

The maximum amount payable is £1,000 in respect of any one Insured Trip

Part 5 Personal Liability

Cover

The Insurer will pay the Insured Person the amount of any damages or other costs or expenses which the Insured Person on an Insured Trip becomes legally liable to pay as a result of the Insured Person causing death or bodily injury to third parties, or accidental loss of or damage to their property during the Period of Insurance and Operative Time of Cover up to the Limit of Indemnity shown in the Schedule in respect of any one Loss provided that:-

- 1 the Insurer or the Insured Person must give immediate notice to the Insurer of any occurrence which may result in a claim under Part 5 of this Section of the Policy even if no notice of impending prosecution, inquest or inquiry has been issued to the Insured or Insured Person. The Insured or Insured Person must notify the Insurer immediately in writing if any notice of prosecution, inquest or inquiry is received by the Insured or Insured Person.
- 2 the Insured or Insured Person must provide the Insurer with all information or documentation that the Insurer requests in connection with any occurrence which may result in a claim under Part 5 of this Section of the Policy.
- 3 the Insured or Insured Person must forward to the Insurer every letter, writ or summons received by the Insured Person or the Insured in connection with any occurrence that is or may be the subject of a claim under Part 5 of this Section of the Policy immediately it is received.
- 4 the Insured or Insured Person must not make any admission of liability, offer or promise or payment without the Insurer's specific written consent.
- 5 the Insurer is able at its discretion to take over the Insured Person's rights and conduct the defence or settlement of any claim in the name of the Insured Person and the Insurer is able to prosecute any other persons at its own expense and for its own benefit and the Insured Person gives the Insurer all information and assistance as the Insurer may require.
- 6 the Insurer may at any time and at its sole discretion pay to the Insured an amount equal to the Limit of Indemnity shown in Part 5 of the Schedule or any lower amount for which any claim or claims can be settled and in that event the Insurer will not be under any further liability.

Part 6 Legal Expenses

Definitions that only apply to Part 6 Legal Expenses

In addition to the Policy Definitions and the Definitions contained elsewhere within the Business Travel Section, the following also apply to Part 6. They have the same meaning wherever they appear in bold text throughout Part 6.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection. Their address is:

Allianz Legal Protection

Redwood House

Brotherswood Court

Great Park Road

Bradley Stoke

Bristol

BS32 4QW

United Kingdom.

Journey

Any period during which an Insured Person is away from his or her normal place of work, as long as

- 1 The Insured Person is away for at least 24 hours.
- 2 The Insured Person is away in connection with the Business of the Insured.
- 3 It is within the Period of Insurance and within the Territorial Limits.

Legal Costs

- 1 The professional fees and expenses reasonably and properly charged by the Legal Representative on a standard basis, up to the standard rates set by the courts, which cannot be recovered from the Insured Person's opponent.
- 2 The Insured Person's opponents Legal Costs in civil cases which the Insured Person is ordered to pay by a court or which the Insured Person pays to his or her opponent with the written agreement of the Insurer.

The Insurer will only pay Legal Costs which the Insurer considers are necessary and in proportion to the value of the Insured Person's claim.

The Insurer will only start to cover Legal Costs from the time the Insurer has accepted the claim and appointed the Legal Representative.

Legal Representative

The solicitor or other person appointed with the agreement of the Insurer under Part 6 of this Policy Section to represent the Insured Person.

At any time before the Insurer agrees that legal proceedings need to be issued, the Insurer will choose the Legal Representative.

The Insured Person can only choose the Legal Representative if the Insurer agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the Legal Representative cannot act for the Insured Person. The Insured Person must send the name and address of his or her chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses he or she will be appointed on the same terms as the Insurer would have appointed their own chosen Legal Representative. The Insurer may decide

not to accept the Insured Person's choice of Legal Representative. If the Insurer does not agree with the Insured Person's choice, the matter will be settled using the procedure in condition 6 of Part 6 of this Policy Section.

When choosing the Legal Representative, the Insured Person must remember the Insured Person's duty to keep the Legal Costs of any legal proceedings as low as possible.

Standard basis

The assessment of costs which are proportionate to your claim.

Territorial Limits

The United Kingdom and Europe including Madeira, the Canary Islands and countries bordering the Mediterranean other than Jordan, Libya, Syria, Israel, Egypt and Lebanon.

Cover

The Insurer will pay the Legal Costs that the Insurer has agreed to of the Insured Person taking legal action against the Insured Person's opponent as a result of a sudden and specific event which causes death or bodily injury to the Insured Person.

The Insurer will provide this cover as long as:

- the event happens during the course of a Journey within the Territorial Limits;
- the legal action is brought within the Territorial Limits; and
- the Insured Person has a reasonable chance of successfully recovering damages at all times.

The most the Insurer will pay for all claims arising from one event is £50,000.

Exclusions that only apply to Part 6 Legal Expenses

In addition to the General Exclusions of this Policy and the Exclusions of this Policy Section, the following also apply to Part 6.

The Insurer will not pay for the following:

- 1 Any amount of money that the Insured Person agrees to or has to pay any Legal Representative out of any compensation or damages that the Insured Person receives following an Insured Event.
- 2 Any claim relating to an Insured Person who does not normally live in the United Kingdom.
- 3 Any claim relating to an Insured Person driving any motor vehicle.
- 4 Any claim relating to medical treatment received by the Insured Person.
- 5 Any costs or expenses incurred by the Insured Person before the Insurer has accepted the Insured Person's claim in writing.
- 6 Any Legal Costs the Insurer has not agreed to in writing.
- 7 Any fines or penalties.
- 8 Disputes between the Insured Person and:
 - any other person covered by this Policy;
 - someone the Insured Person lives with or has lived with;
 - the Insured; or
 - the Insurer.
- 9 Any claim which happens because the Insured Person has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- 10 An application or a judicial review.
- 11 Any dispute to do with written or verbal remarks which damage the Insured Person's reputation.
- 12 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 13 Legal Costs covered by another insurance Policy or any other Section of this Policy.
- 14 Any VAT which the Insured Person can get back from elsewhere.
- 15 Claims arising from war, invasion, riot, revolution, Terrorism or a similar event.

Making a Claim under Part 6 Legal Expenses

To make a claim under Part 6 Legal Expenses, the Insured Person should telephone the Insurer on 0870 241 4140 and quote Master Policy Number 34445. The Insurer will send a claim form to the Insured Person who must complete the claim form and send it back to the Insurer at:

Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom

The Insurer will contact the Insured Person once the Insurer has received the claim form. The Insured Person must not appoint a solicitor.

If the Insured Person has already seen a solicitor before the Insurer has accepted the Insured Person's claim, the Insurer will not pay any fees or other expenses that the Insured Person has incurred. If the Insured Person's claim is covered, the Insurer will appoint the Legal Representative that they have agreed to in the Insured Person's name and on the Insured Person's behalf and will only start to cover the Legal Costs from the time the Insurer has accepted the claim and appointed the Legal Representative.

Conditions that only apply to Part 6 Legal Expenses

In addition to the General Conditions of this Policy and the Conditions of this Policy Section, the following also apply to Part 6. If the Insured Person does not keep to the following conditions, the Insurer will have the right to cancel Part 6, refuse any claim and withdraw from the current claim.

- 1 The Insured Person must:
 - a report any claim to the Insurer and not to any other person or organisation
 - b give the Insurer written details of the claim along with any other supporting information the Insurer asks for
 - c make a claim within six months of the date of the event which gave rise to the death of or bodily injury to the Insured Person
 - d not appoint a Legal Representative
 - e follow the advice of the Legal Representative and provide any information he or she asks for
 - f take every reasonable step to get Legal Costs back and pay them to the Insurer
 - g get the written permission of the Insurer before making an appeal
 - h make sure that the Legal Representative keeps to all parts of condition 2 below.

- 2 The Legal Representative must:
 - a get the written permission of the Insurer before instructing a barrister or expert witness
 - b tell the Insurer if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution
 - c tell the Insurer immediately if the Insured Person or other party makes a payment into a court or any offer to settle the matter
 - d report the result of the claim to the Insurer when it is finished.

- 3 The Insurer will have the right to:
 - a take over and conduct, in the Insured Person's name, any claim or proceedings
 - b settle a claim by paying the amount in dispute
 - c appoint the Legal Representative in the Insured Person's name and on the Insured Person's behalf
 - d have any legal bill audited or assessed
 - e contact the Legal Representative at any time, and have access to all statements, opinions and reports relating to the claim
 - f end the Insured Person's cover if, during the course of the claim, the Insurer thinks there is no longer a reasonable chance of success. If the Insured Person continues the claim and gets a better settlement than the Insurer expected, the Insurer will pay his or her reasonable Legal Costs
 - g settle the Legal Costs covered by Part 6 of this Policy Section at the end of the claim
 - h end the Insured Person's claim and recover any Legal Costs from the Insured Person which the Insurer has already paid or agreed to pay if:
 - the Legal Representative reasonably refuses to continue acting for the Insured Person because of any unreasonable act or failure to act by the Insured Person; or
 - the Insured Person unreasonably withdraws his or her claim from the Legal Representative without the agreement of the Insurer; and
 - the Insurer does not agree to appoint another Legal Representative to continue the Insured Person's claim.

4 Choosing the legal representative

At any time before the Insurer agrees that legal proceedings need to be issued, the Insurer will choose the Legal Representative. The Insured Person can only choose the Legal Representative if the Insurer agrees that legal proceedings need to be issued or if conflict of interest arises which means that the Legal Representative cannot act for the Insured Person. The Insured Person must send the name and address of his or her chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, he or she will be appointed on the same terms as the Insurer would have appointed their own chosen Legal Representative. The Insurer may decide not to accept the Insured Person's choice of Legal Representative. If the Insurer does not agree with the Insured Person's choice, the matter will be settled using the procedure in condition 6 of Part 6 of this Policy Section.

When choosing the Legal Representative, the Insured Person must remember the Insured Person's duty to keep the Legal Costs of any legal proceedings as low as possible.

5 Notices

Every notice which needs to be given under Part 6 of this Policy Section must be given in writing, if the Insured Person gives the Insurer notice, he or she must send it to the Insurer at the Insurer's address

If the Insurer gives the Insured Person notice, the Insurer must send it to his or her last known address.

6 Disputes

If there is dispute between the Insured Person and the Insurer, the matter may be referred to an arbitrator, which the Insured Person and the Insurer agree to. If the Insurer and the Insured Person cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the Insured Person or the Insurer, the arbitrator will decide how the Insured Person and the Insurer will share the costs.

7 Agreements with others

The Insurer does not have to keep to any agreement between the Insured Person and the Legal Representative or the Insured Person and any other person or organisation.

8 Cancellation rights

The Insurer or the Insured may cancel Part 6 of this Policy Section by giving 30 days notice. If the Insured cancels Part 6 during this time, the Insured will not be entitled to a refund of the money the Insured has paid. If the Insurer cancels Part 6 during this time, the Insurer will refund any amount the Insured has paid for the rest of the Period of Insurance, as long as any Insured Person has not made a claim.

The Insured Person cannot make a claim for an event which occurred after the date Part 6 of this Policy Section was cancelled, but cancelling Part 6 will not affect an Insured Person's right to claim for an event which occurred before the date Part 6 was cancelled.

Every notice to cancel Part 6 of this Policy Section must be given in writing by recorded delivery. If the Insured gives the Insurer notice to cancel Part 6, the Insured must send it to the Insurer's address. If the Insurer gives the Insured notice, the Insurer will send it to the Insured's last known address. The Insured will notify all Insured Person's of such cancellation.

Part 7 Hijack and Kidnap

Cover

If on an Insured Trip the Insured Person is the victim of Hijack, Kidnap or is Taken Hostage during the Period of Insurance and Operative Time of Cover the Insurer will pay the Insured (in the case of a Business Trip) or Insured Person (if otherwise) £300 or the amount shown in the Schedule, whichever is the greater, for each complete 24 hour period that the Insured Person is held.

The maximum amount payable is £15,000 in respect of any one Loss.

Exclusions

This part of the Section provides details of all Exclusions. There are further Exclusions applicable to Part 6 Legal Expenses which are detailed within this Section.

The Insurer will not pay for:

- 1 any claim arising out of or consequent upon or contributed to directly or indirectly by:-
 - A any Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
 - B the Insured Person
 - a taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
 - b serving in the Armed Forces of any Nation of International Authority
 - c committing suicide, attempted suicide or intentional self-injury
 - d participating in off-piste winter sports
 - C War (whether declared or not)
 - a Between any of the Major Powers (specifically China, France, the United Kingdom, any of the former member states of the Soviet Union and the United States of America)

and/or

- b Within Europe in which any of such Major Powers or their armed forces are involved or any enforcement action within Europe by or on behalf of the United Nations.

Exclusion 1.C is not applicable to Part 6 of this Section.

- D ionising radiations radioactive Contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - E venereal disease or Acquires Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
- 2 Losses arising directly or indirectly out of Contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If the Insurer alleges that by reason of this exclusion any loss, damage, cost or expense is not covered the burden of proving the contrary shall be upon the Insured or Insured Person, as applicable.

- 3 any Loss arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the Insurer.
- 4 any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the Schedule.
- 5 any claim under Part 2 of this Section:-
 - a where an Insured Person is travelling
 - i against the advice of a registered medical practitioner
 - ii for the specific purpose of receiving medical treatment or advice.
 - b in the last month prior to the most recently advised expected date of delivery as a result of the Insured Person being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c for cosmetic treatment unless agreed by the Insurer and necessary as a result of Accidental Bodily Injury.
 - d for costs of medication known by the Insured Person to be required or continued whilst on the Insured Trip
 - e Costs of private medical care in the United Kingdom or country of residence unless covered by Continued Medical Expenses in the United Kingdom under Part 2.
- 6 any claim under Part 3 of this Section in respect of:
 - a disinclination of the Insured Person or companion or family member to travel
 - b the Insured Person or family member or companion who accompanies the Insured Person:-
 - i travelling or planning to travel against the advice of a registered medical practitioner
 - ii being pregnant where the cancellation, curtailment or re-arrangement occurs during the last month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c cancellation or rescheduling of the intended purpose of the Insured Trip
 - d redundancy or the termination of employment of the Insured Person
 - e the Insured or Insured Person's financial circumstances
 - f default of any provider (or their agent) of transport or accommodation, acting for the Insured or Insured Person
 - g delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for the Insured or Insured Person
 - h Any claim for Delayed Departure in respect of a claim that is covered by Missed International Connection/Missed Departure.
- 7 any claim under Part 4 of this Section in respect of:
 - a loss of monetary value due to depreciation
 - b loss/damage to, or theft of, deeds, securities or manuscripts
 - c Computer Equipment unless declared to and accepted by the Insurer
 - d Baggage stolen or lost from an unattended vehicle unless such Baggage was in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
 - e Money stolen or lost from an unattended vehicle
 - f loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.

- 8 any claim under Part 5 of this Section in respect of:
 - a bodily injury caused to any member of the Insured Person's immediate family or loss or damage caused to property belonging to or in the custody or control of the Insured Person or any member of the Insured Person's immediate family or employee or any servant or agent of the Insured Person
 - b bodily injury or loss of or damage to property which arises whilst the Insured Person is performing any duty or action in connection with the Business of the Insured or any other business occupation or profession of the Insured Person
 - c bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
 - i land or buildings
 - ii mechanically propelled or towed vehicle
 - iii aircraft, hovercraft or watercraft
 - iv animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996) by the Insured Person
 - d liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
 - e any loss or damage occurring outside the United Kingdom or in any country in which the Insured Person owns premises or is resident or domiciled
 - f liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
 - g liability Loss or damage for which indemnity is provided under any other insurance.
- 9 any claim under Part 7 of this Section in respect of:
 - a Hijack or being Kidnapped/Taken Hostage when the scheduled destination of the flight is or is by way of a country in a state of War
 - b being Kidnapped/Taken Hostage where the Insured Person is Kidnapped/Taken Hostage in a country that is in a state of War
 - c ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an Insured Person.
- 10 any claim in respect of an Insured Person aged 75 or over at the commencement of the Period of Insurance unless otherwise agreed by the Insurer.

Conditions

The General Conditions of this Policy apply to this Section with the exception of General Conditions 2, 3 and 4.

There are also additional Conditions applicable to Part 6 Legal Expenses which are detailed within this Section.

In addition the following Conditions apply to this Section.

1 Duty of Disclosure

All information supplied to the Insurer by or on behalf of the Insured or Insured Person must be truthful and complete including any information supplied in relation to a claim.

2 Payment of Premium

The Insured must pay to the Insurer all premiums due to the Insurer together with all taxes due on the premiums.

If the Insurer agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

If the Insured then fails to pay such amount within 7 days of the Insurer giving notice to the Insured of the default in payment the Insurer may cancel this Section by giving 7 days' notice on writing to the Insured.

3 Assignment

The Insured and the Insured Person must not assign any of the Benefits under this Section. The Insurer will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this Section.

4 Change in Risk

The Insured must give immediate notice to the Insurer of any change to the ownership of the Insured, the Business of the Insured or the occupation of any Insured Person(s) from that which the Insured originally advised to the Insurer

5 The Insurer's right to cancel this Section

Other than as described under Section Condition 2. above or Section Condition 6. below the Insurer may cancel this Section by sending 30 days' notice by recorded delivery post to the Insured at the Insured's last known address together with any appropriate refund of premium. The Insured Person and the Insured may not cancel this Section.

6 Cancellation – War Risks

The Insurer may cancel cover under this Section in respect of War risks at any time and at its discretion by sending 7 days notice by recorded delivery post to the Insured at the Insured's last known address but such cancellation of cover will not apply for any Insured Trip outside of the United Kingdom or the Insured Person's country of residence (if different) which commenced prior to the effective date of the notice of cancellation. The Insured will notify all Insured Person's of such cancellation.

7 Adjustment of premium

If premium has been calculated on a deposit or declaration basis, the Insured must provide the Adjustment Information to the Insurer within 30 days of the expiry of the Period of Insurance. Any additional premium calculated to be due must be paid by the Insured upon demand and any return premium will be paid by the Insurer to the Insured.

If the Insured does not provide the Adjustment Information within 30 days of the expiry of the Period of Insurance then the Insurer will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant Period of Insurance.

8 Claims Conditions

No claim will be paid unless the Insured and where applicable the Insured Person complies strictly with these conditions:

- a The Insured or Insured Person must give notice to the Insurer as soon as possible and in any event within 30 days after the happening of any Loss, damage or occurrence which may result in a claim.
- b The Insured or Insured Person must provide the Insurer with all information and evidence which the Insurer may reasonably require at no cost to the Insurer.
- c The Insured or Insured Person must at the Insurer's request provide a medical examination report in respect of any Accidental Bodily Injury where the Insured or Insured Person requires the Insurer to consider a claim
- d The Insured must ensure that as soon as possible after the occurrence of any Accidental Bodily Injury the Insured Person obtains and follows the advice of a registered medical practitioner. The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the Insured Person's failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.
- e In the event of the death of an Insured Person the Insurer will be entitled to have a post-mortem examination carried out at the Insurer's own expense.

9 Accumulation Limits

Where the total of all individual claims exceed the

- i Aircraft Accumulation Limit
- ii Event Accumulation Limit
- iii Non-Scheduled Air Accumulation Limit
- iv Contamination by Terrorism Accumulation Limit

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.