

## **SCHEDULE OF COMPENSATION (Sums Insured each Insured Person)**

The Underwriters will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the Insured Person sustaining **Bodily Injury**, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate.

If however, an Assured is named in the Schedule, the Underwriters will pay the Assured and not the Insured Person.

This Certificate insures only those items which have a Sum Insured entered by them in the Schedule. Items not insured have the words "NOT COVERED" by them.

### **SECTION A – Personal Accident**

Compensation payable in respect of Accident

	<b>Sum Insured each Insured Person</b>	
1 <b>Death</b>	£100,000	
2 <b>Permanent Total Disablement</b> (other than such occurrences as outlined in the Permanent Disabilities part of Section A)	£100,000	
3 <b>Temporary Total Disablement</b>	£300 per week	<b>Benefit Period:</b> 104 weeks <b>Excess Period:</b> 7 days

### **SECTION B – Charter of an Air Ambulance**

Up to £1,000.

### **SECTION C – Baggage and Personal Effects**

Up to £500 Limited to £100 for any one article, pair or set of articles.

#### **Personal Money**

Up to £100

### **SECTION D – Personal Liability**

Up to £1,000,000.

## **MONEY BACK GUARANTEE**

If the Insurance does not meet your needs, please return this Certificate and the Schedule to your Agent within 14 days of receipt and a full refund of premium and tax will be made subject to no trips having taken place and no claims being made. No return of premium will be made after this period.

## DEFINITIONS

In this Certificate:-

1. **“ACCIDENT”** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
2. **“BENEFIT PERIOD”** means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement** sum insured is payable, after deduction of the **Excess Period**.
3. **“BODILY INJURY”** means identifiable physical injury which:-
  - (a) is sustained by the Insured Person and
  - (b) is caused by an **Accident** during the Period of Insurance and
  - (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.
4. **“EXCESS PERIOD”** means the period at the commencement of each **Benefit Period** during which the sum insured is not payable.
5. **“ILLNESS”** means illness of the Insured Person which declares itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
6. **“LOSS OF LIMB”** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
7. **“MONEY”** means cash, bank or currency notes, signed travellers cheques or travel tickets, including reasonable expenses incurred as a result of loss.
8. **“MEDICAL EXPENSES”** means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.
9. **“PERMANENT TOTAL DISABLEMENT”** means disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
10. **“TEMPORARY TOTAL DISABLEMENT”** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation.
11. **“UNITED KINGDOM,”** means England, Scotland, Wales and Northern Ireland.

In respect of persons not resident in the **United Kingdom** reference to the **United Kingdom** is amended to read “Country of Domicile.”
12. **“VALUABLES”** means watches, furs, jewellery and telecommunication, photographic, audio, visual and computer equipment or game consoles, including accessories.
13. Words in the masculine gender shall include the feminine.

### **GENERAL CONDITION** *(applicable to all Sections of this Certificate)*

Any fraud, concealment or deliberate mis-statement by an Insured Person in relation to any matter affecting this Insurance shall render this Insurance null and void in so far as it relates to such Insured Person, but any fraud, concealment or deliberate mis-statement made by or known to the Assured (if any) shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

### **GENERAL EXCLUSIONS** *(applicable to all Sections of this Certificate)*

1. Any claims in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means 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 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.

2. No cover shall be operative under this Insurance for trips to the following territories/ countries, unless such trips are declared to and agreed by Underwriters prior to travel.

Underwriters reserve the right to charge an additional premium and/or amend coverage in respect of these trips: -

**Afghanistan, Chad, Chechnya, Democratic Republic of Congo, Iraq, Israel including West Bank and Gaza Strip, Ivory Coast, Somalia & Sudan**

## SECTION A – PERSONAL ACCIDENT

The Underwriters will pay up to the Sum Insured each Insured Person in accordance with the following Schedule of Compensation should he suffer **Bodily Injury** during the **Operative Time**.

### Schedule of Compensation payable in respect of Accident:

	<b>Sum Insured each Insured Person</b>	
4 Death	£100,000	
5 <b>Permanent Total Disablement</b> (other than such occurrences as outlined in the Permanent Disabilities part of Section A)	£100,000	
6 <b>Temporary Total Disablement</b>	£300 per week	<b>Benefit Period:</b> 104 weeks <b>Excess Period:</b> 7 days

### MEDICAL EXPENSES

**Medical Expenses** incurred in respect of Item 3 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such item.

However, if in respect of such **Medical Expenses** the Assured or an Insured Person shall recover any payment under any other insurance, the Underwriters shall only be liable for the difference between such recovery and the total cost of **Medical Expenses** incurred, not exceeding 15 per cent of the claim admitted under Item 3 herein.

### DISAPPEARANCE EXTENSION

It is agreed that, provided Item 1 of the Schedule of Compensation is covered and subject to all the terms, Definitions, Exclusions and Conditions of this Certificate, if the Insured Person disappears during the Period of Insurance and his body is not found within 90 days after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if he is subsequently found to be living.

### PROVIDED ALWAYS THAT:-

- Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident** and
  - No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident**.
- The total sum payable under this Certificate in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay **Medical Expenses** as herein provided.
- If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and **Medical Expenses**, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
- If Item 1 of the Schedule of Compensation is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Item 2 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.

## PERMANENT DISABILITIES

Provided Item 2 is covered, the Schedule of Compensation shall be extended to include the following permanent disabilities in the event of the Insured Person sustaining **Bodily Injury**.

Compensation payable shall be the percentage, as shown, of the Sum Insured provided under Item 2 of the Schedule of Compensation.

i.	Incurable insanity totally preventing normal occupation	100%
ii.	Total organic paralysis	100%
iii.	Total loss of sight of both eyes	100%
iv.	Loss of sight of one eye by surgical operation	30%
v.	Total loss of sight of one eye without surgical operation	25%
vi.	Total loss of hearing in both ears	40%
vii.	Total loss of hearing in one ear	10%

Loss by amputation or permanent total loss of use of:

viii.	Two or more Limbs	100%	
			RIGHT      LEFT
ix.	One arm or one hand at or above the wrist	60%	50%
x.	One thumb	20%	17.5%
xi.	One index finger	15%	12.5%
xii.	Any other finger	10%	7.5%
xiii.	A shoulder or elbow	25%	20%
xiv.	A wrist	20%	15%

Loss by amputation or permanent total loss of use of:

xv.	One leg above or at the knee	50%
xvi.	One leg below the knee or one foot at or above the ankle	40%
xvii.	One big toe	10%
xviii.	Any other toe	3%
xix.	A hip, knee or ankle	20%
xx.	The lower jaw by surgical operation	30%
xxi.	A knee cap	20%
xxii.	The shortening of at least 5 centimetres of a leg	15%

## CONDITIONS APPLICABLE TO PERMANENT DISABILITIES

- a) Benefit ix to xiv shall be reversed in the event of the Insured Person being left handed.
- b) If compensation is payable in respect of one Insured Person under more than one form of permanent disability as a result of one accident the total payable shall not exceed 100% of the Sum Insured under item 2 of the Schedule of Compensation.
- c) In the event of an Insured Person sustaining any permanent disability not noted above the compensation payable shall be calculated by assessing the degree of disability relative to this extension, but without reference to the Insured Person's occupation.
- d) If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.

#### EXCLUSIONS APPLYING TO SECTION A

This Certificate does not cover: -

1. The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Any claims arising directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence or officially organised activities), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
3. Any claims consequent on war, invasion or civil war except whilst the Insured Person is travelling outside the **United Kingdom**.
4. Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
5. Any claims arising out of or consequent upon or contributed to by radioactive contamination.

#### CONDITIONS APPLYING TO SECTION A

- 1 Notice must be sent to the Claims Administrators as soon as practicable of any **Accident** to the Insured Person. In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.
- 2 In the event of an **Accident** involving more than one Insured Person where the claim exceeds the Accumulation Limit specified in the Schedule, the compensation payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.

## SECTION B - CHARTER OF AIR AMBULANCE

Should an Insured Person suffer **Bodily Injury** during the **Operative Time**, the Underwriters will pay up to £1,000 each Insured Person for charter of an air ambulance or the use of air transport including qualified attendants, certified by a doctor to be necessary for the transportation of an Insured Person to the nearest place where medical attention is available in the United Kingdom.

### EXCLUSION APPLYING TO SECTION B

1. The cost of continuing regular medication for any medical condition in respect of which medical advice or treatment is being followed at the time of booking trip.

## SECTION C – BAGGAGE, PERSONAL EFFECTS & MONEY

### BAGGAGE AND PERSONAL EFFECTS

The Underwriters will pay up to £500 each Insured Person in the event of loss of or damage to accompanied personal baggage, clothing or effects during the **Operative Time**.

### PERSONAL MONEY

The Underwriters will pay up to £100 in the event of loss of **Money** during the **Operative Time**. This cover shall include reasonable expenses incurred as a result of such loss.

### CONDITIONS APPLYING TO SECTION C

1. The maximum amount payable for any one article or pair or set of articles shall be limited to £100.
2. In the event of loss or damage hereunder the Insured Person shall take all reasonable steps to recover any lost property.
3. If an Insured Person purchases a comparable replacement for a lost or damaged article, the Underwriters will pay for the replacement cost providing that the article was less than 2 years old at the time and that the evidence of the original purchase is provided. For articles of 2 years old or more, or if the article is not actually replaced or evidence cannot be produced as to its age, payment will be based on the value of the article at the time of loss or the cost of repair.

### EXCLUSIONS APPLYING TO SECTION C

1. Any claims due to moth, vermin, wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
2. Any claims in respect of **Money** or **Valuables** unless reported to the police within 24 hours of discovery, and a police statement obtained.
3. Any claims arising from confiscation or detention by customs or any other authority.
4. Any claims in respect of property otherwise insured other than Baggage and Personal Effects covered under a motor policy.
5. The first £20 of each and every loss, each Insured Person.
6. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a report obtained.
7. Any claims in respect of **Valuables** or **Money** whilst in the custody of a carrier.
8. Any loss or damage whilst left Unattended, unless in a locked hotel room, safe, apartment, holiday residence or boot of a motor vehicle.
9. Any loss of or damage, directly or indirectly resulting from or attributable to war, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, military or usurped power, unless whilst airborne or waterborne.

## SECTION D - PERSONAL LIABILITY

The Underwriters will indemnify up to £1,000,000 each Insured Person, any one event or series of events in all (including legal expenses), should he become legally liable to pay claims for accidental bodily injury to the public or accidental loss of or damage to property, occurring during the **Operative Time**.

### EXCLUSIONS APPLYING TO SECTION D

The Underwriters shall not be liable to pay for:

1. Any claims arising out of accidental bodily injury to any member of the Insured Person's family or household or to any employee.
2. Any claims arising from loss of or damage to property belonging to or in the care, custody or control of the Insured Person or any member of his family or household or of an employee.
3. Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
4. Any claims arising out of the ownership, possession, occupation or use of lands or buildings.
5. Any claims arising out of the profession, occupation or business of the Insured Person or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

### CONDITIONS APPLYING TO SECTION D.

1. The Insured Person must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without the written consent of the Underwriters.
2. The Underwriters shall be entitled, if they so desire, to take over and conduct in the name of the Insured Person, the defence of any claim or to prosecute in his name for their own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The Insured Person shall, whenever possible, give all such information and assistance as the Underwriters may require.

### Claims Administrators

All claims should be notified to: -

ONE Claims Limited

1-4 Limes Court

Hoddeson

Hertfordshire

EN11 8EP

Tel: +44 (0) 1992 708720 Fax: +44 (0) 1992 450717

ONE Claims has internal complaints handling procedures, which are available upon request.

## **Compensation**

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from:

Financial Services Compensation Scheme  
7th floor Lloyd's Chambers  
Portsoken Street  
London E1 8BN  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Notice to the Insured Person or Assured if Applicable**

### **Law Applicable**

The cover referred to in this Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

### **Complaints Procedure**

Any complaint should be addressed in the first instance to:

Compliance Officer, John Ansell & Partners Ltd, Overseas House, 19-23 Ironmonger Row, London, EC1V 3QN

If you are not satisfied with the way that a complaint has been dealt with please contact:

Compliance Officer  
ARK Syndicate Management Ltd  
St Helen's  
1 Undershaft  
London EC3A 8EE

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the Complaints Department at Lloyd's. The contact details are:

Policy Holder and Market Assistance Department  
Lloyd's  
One Lime Street  
London EC3M 7HA

Tel: 020 7327 5693      Fax: 020 7327 5225      E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to your right to take legal proceedings.

### **Data Protection Clause**

It is understood by the Insured Person that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

**Contracts (Rights Of Third Parties) Act 1999 Clarification Clause**

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

**Fees**

In arranging your insurance the following fees apply. For single jump cover £5.25 premium (inclusive of 5% insurance premium tax), £18.75 policy issue and administration fee. Total payable £24.