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Underwritten by AmTrust at Lloyd's

Volunteers & Voyage Crew

Group Business Travel Insurance

Policy Wording

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How to make a Claim

If **You** think **You** may have a claim then please contact **Us** immediately with as much information as possible and **We** will tell **You** what to do next.

Claims Procedure

Notice of any incident that may give rise to a claim must be given within 30 days from the date of return of the trip.

Claim Notifications should be sent to:

AmTrust Travel Claims

Telephone: 0844 800 6610

Email: aulclaims@amtrustgroup.com

Medical Emergency Abroad Procedure

In the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact:

Intana Assist, 24 Hour Emergency Service.

Please quote the reference **AmTrust**.

Telephone: +44 (0) 203 003 6900

Email: aulassist@amtrustgroup.com

When contacting **Intana Assist**, please advise the following:

1. The telephone number from which **You** are calling.
2. **Your Policy** Number
3. The name and telephone number of the Doctor and Hospital attending to the **Insured Person**.

Failure to contact **Intana Assist** in the event of an emergency may prejudice **Your** claim.

Political and Natural Disaster Evacuation Procedure

In the event of claim under Item 16 of this **Policy**, **You** or the **Insured Person** must contact:

Intana Assist, 24 Hour Emergency Service.

Please quote the reference **AmTrust**.

Telephone: +44 (0) 203 003 6900

Email: aulassist@amtrustgroup.com

Failure to contact **Intana Assist** will result in no claim being paid.

Calls may be recorded for quality and training purposes.

The Claims Line is available 24 hours a day 365 days a year.

Volunteers & Voyage Crew Group Travel Policy

You are required to inform **Us** immediately of any facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether facts are material or not, please contact **Your** Insurance Broker.

This **Policy** is underwritten by certain Underwriters at Lloyd's and is administered by AmTrust Underwriting Limited, in accordance with the authority granted under binding authority agreement WF084259T.

We will insure against **Accident, Illness**, loss, damage or mishap as defined in this **Policy**, for trips aboard any yacht owned or managed by the Insured commencing during the **Period of Insurance**, and having a destination within and/or outside of the **United Kingdom** and/or Channel Islands.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

You have provided information to **Us** which includes but is not limited to the information detailed in the **Statement of Fact**. **You** agree that all the information provided to **Us** is true and forms the basis of the contract between **You** and **Us**.

Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England and Wales.

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Bodily Injury

Identifiable physical injury which is caused by an **Accident**, and solely and independently of any other cause, except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions death or disablement.

Country of Domicile

The country in which the **Insured Person** permanently resides.

Close Relative

Mother, father, sister, brother, husband, wife, **Partner**, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or fiancé(e).

Dependant Child

A child up to the age of 18 years or up to the age of 23 years if in full time education.

Hijack

The unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the **Insured Person** is travelling as a passenger.

Illness

A disease or sickness

Insured Person

Any person shown in the **Policy** schedule as being an " **Insured Person**".

Our, Us, We, Underwriters,

Lloyd's Syndicate 1206.

Partner

The Insured Person's spouse, civil partner, or any person they are co-habiting with as a couple.

Period of Insurance

The period beginning with the Effective Date and ending with the Expiry Date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Period of Travel

The time the **Insured Person** leaves their home or place of employment (whichever occurs last) during the whole time away and until return to home or place of employment (whichever occurs first).

Policy

This document, schedule and any endorsements attached or issued with it.

Pre-booked

Either booked by **You** or by the **Insured Person** prior to commencement of the **Period of Travel** and for which payment has or will be made.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Statement of Fact

The proposal form and the quotation you have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

United Kingdom

England, Scotland, Wales, Northern Ireland, and the Isle of Man.

Europe

Channel Islands, The Republic of Ireland, the Continent of Europe west of the Ural Mountains, the Azores, the Canary Islands, the Mediterranean Islands, Madeira, Turkey, Tunisia, Morocco and Iceland.

War

Any activity or conflict where military force is used and includes one of the following:

- a. Hostilities or warlike operations (whether war be declared or not)
- b. Invasion, civil war, rebellion, insurrection, revolution
- c. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
- d. Civil commotion assuming the proportions of, or amounting to, an uprising
- e. Overthrow of the legally constituted government
- f. Military or usurped power
- g. Explosions of war weapons
- h. An **Act of Terrorism**
- i. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

You, Your, Yours

The Insured as stated in the **Policy** schedule.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation

1. **We** may cancel this **Policy** by giving 30 days' notice in writing to **You** at **Your** last known address. If **We** give **You** such notice then **You** may be entitled to a proportionate return of the premium.
2. **You** may cancel this **Policy** by giving **Us** 30 days' notice in writing. If **You** give such notice, and providing no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by **Us** of £500 or one third of the annual premium whichever is the greater. If the annual premium is less than £500, then the minimum retention by **Us** will be one third of the annual premium.
3. If the premium has not been paid or if there has been a default under a linked credit agreement, this Insurance will cease immediately. In such event, **You** may be entitled to a proportionate return of the premium providing no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by **Us** of £500 or one third of the annual premium whichever is the greater. If the annual premium is less than £500, then the minimum retention by **Us** will be one third of the annual premium.

By exercising **Your** right to cancel this **Policy**, **You** will be withdrawing from this contract and the contract will be terminated.

Changes to Business Activities and Occupations

1. Any material change in **Your** business activities that involves increased risk must be notified to **Us** and agreed in writing.
2. Any change to the **Insured Person's** occupation in which greater risk may be incurred than in the occupation originally disclosed to **Us** must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

Claims Co-operation

You and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

Contracts (Rights to Third Parties) Act 1999

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

Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** or an **Insured Person's** position to recover under any claim.

Fraud

If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this **Policy** will be void and **You** will forfeit all rights and benefits under this **Policy**. In such circumstances **We** will not refund **You Your** premium and **You** must pay back any benefits that **We** have already paid.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Period of Travel

The maximum duration for any one continuous **Period of Travel** shall not exceed 6 months. **We** will not cover **You** for any part of the trip where the **Period of Travel** exceeds 6 months in duration unless agreed by **Us** in writing.

Non Disclosure, Misrepresentation or Misdescription

This **Policy** will become void if **You** or anyone acting on **Your** behalf fails to disclose, misrepresents or misdescribes any material fact.

Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other corporate travel Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Item 14 – Personal Accident, Items 1-7 as shown on the **Policy** schedule which will be paid in full.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

General Policy Exclusions

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses, Extensions and Endorsements unless otherwise stated.

General Exclusions applicable to this Insurance

We shall not be liable for the following:-

1. Claims arising out of any trip which is booked or commenced by an **Insured Person**:
 - (a) contrary to medical advice, or,
 - (b) contrary to health and safety restriction(s) from an airline or carrier with whom the **Insured Person** has booked to travel, or,
 - (c) to obtain medical treatment or convalescent care, or
 - (d) after a terminal prognosis has been made.
 - (e) who is waiting for an operation or post operative check-up, any investigation or results, or any other hospital treatment or consultation (other than regular hospital check-ups for a stable condition where the medication and dosage has not changed in the last 12 months.)
 - (f) who has received treatment for any of the following during the 24 months prior to date of booking a trip :
 - a stroke
 - any form of cancer, leukaemia or tumour
 - a transplant
 - any heart problem
 - hypertension
 - dialysis
 - diabetes (not including Diabetes II)
 - any blood disorder
 - any breathing or respiratory problem (not including Asthma unless requiring inpatient treatment)
 - any psychiatric illness or dementia
 - any gastro intestinal condition e.g. colitis, stomach ulcer
 - any neurological system related condition
 - (g) who has been seen by a specialist in the last three months (other than regular hospital check-ups for a stable condition where the medication and dosage remains unchanged).
 - (h) who is aware of any other reason as to why the trip is likely to be cancelled.
2. Any claim from an **Insured Person** who is over 80 years of age at the date of commencement of the **Period of Travel**.
3. Any claim directly caused by or indirectly arising from
 - (a) suicide or intentional self injury or
 - (b) deliberate exposure to exceptional danger (except in an attempt to save human life)
 - (c) or the **Insured Person's** own criminal act.
4. Death, disablement, loss or expense from the **Insured Person's** participation in
 - (a) riding or driving in any kind of race, other than officially organised sailing racing on behalf of the Insured. Cover includes participating in the Fastnet Race.
 - (b) in any form of operational duties as a member of the armed forces (except for the cover specifically provided by Section 1(3))
 - (c) in mountaineering or rock climbing normally requiring the use of ropes or guides or special equipment, or
 - (d) sports tours.
5. Any claim arising from an **Insured Person** engaging in aviation except when travelling by air as a passenger.
6. Claims where medical or other suitable evidence is not provided.
7. Claims where the benefit may be recoverable under any other insurance **You** may have in force or recoverable elsewhere.
8. Any claim consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV).

9. Any claim resulting directly from the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render you unfit to drive regardless of whether **You** are driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
10. Any part of any trip, which is booked or commenced by an **Insured Person** in the knowledge that the **Period of Travel** will be longer than 45 days.
11. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
12. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** and/or the Channel Islands or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.

This exclusion shall automatically be deemed inoperative if the **Insured Person's** presence in such country or area is attributable to:

 - (a) the scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
 - (b) involuntary diversion or transit due to force majeure or to **Hijack**, kidnap or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured Person** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
13. Regardless of any contributory cause(s), any claim(s) 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. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.

Section 1 – Cancellation or Curtailment

Cover

The cancellation section is operative from the date of booking a trip or the commencement date of the **Period of Insurance** whichever is the later.

We will pay up to the sum insured stated in the **Policy** schedule for all deposits and advance payments that are paid or contracted to be paid for transport and accommodation costs (including reasonable additional transport and accommodation expenses incurred for return to the **United Kingdom** and/ or Channel Islands) if a projected trip during the **Period of Insurance** has to be cancelled, cut short or rearranged directly and necessarily as a result of:

1. Death, **Bodily Injury, Illness** or compulsory quarantine of:
 - a) an **Insured Person**, or
 - b) any member of the travel party, or
 - c) any person with whom an **Insured Person** intends to reside or conduct business with during the **Period of Travel**, or
 - d) any **close relative** or business associate.
2. Marital breakdown (provided that formal legal proceedings are commenced between the commencement date of the **Period of Insurance** and the date of commencement of the **Period of Travel**) of:
 - a) an **Insured Person**, or
 - b) any member of the travel party.
3. Summoning to jury service or witness attendance in a court of the **United Kingdom** and/or Channel Islands or unavoidable requirement to be present in the **United Kingdom** and/or Channel Islands for service in any military or civil emergency of:
 - a) an **Insured Person**, or
 - b) any member of the travel party.
4. Major damage or burglary at the home or place of business of:
 - a) an **Insured Person**, or
 - b) any member of the travel party, or
 - c) Any person with whom an **Insured Person** intends to reside or conduct business with during the **Period of Travel**.
5. Adverse weather conditions making it impossible for an **Insured Person** to travel to the point of departure at commencement of the outward trip.

Exclusions applicable to Section 1 (See also General Exclusions)

We shall not be liable to pay for any claim that exceeds the **Insured Persons** or **Your** contractual liability.

Section 2 – Replacement & Re-joining Expenses

Cover

If during the **Period of Travel** an **Insured Person** is **Hi-jacked**, dies or has to return home due to:

- (a) Their **Bodily Injury, Illness** or compulsory quarantine or,
- (b) The Death, **Bodily Injury** or **Illness** of a **Close Relative** which necessitates the **Insured Persons** return to the **United Kingdom** and/or Channel Islands.

We will pay up to the sum insured as shown in the **Policy** schedule for any additional expenses necessarily and reasonably incurred in:

- (a) Returning the **Insured Person** to the **United Kingdom** and/or Channel Islands and
- (b) Re-joining the vessel
- (c) sending another **Insured Person** overseas to complete the original trip of the **Insured Person**

Section 3 - Journey Continuation

Cover

We will pay up to the limit shown in the **Policy** schedule for reasonable travel and accommodation expenses incurred for the **Insured Person's** outward journey, and reasonable additional travel expenses incurred for the **Insured Person's** return journey, if an **Insured Person** misses a pre-booked air, sea, coach or rail journey through any of the following contingencies directly affecting the means of transport in which they are travelling or intending to travel:

Interruption caused by:

1. strike, locked out workers, industrial action.
2. riot, or civil commotion, criminal action.
3. bomb scare, an **Act of Terrorism**, **Hi-Jack**.
4. fire, avalanche, landslide, earthquake, flood.
5. accident to or mechanical breakdown.
6. the **Bodily Injury** or **Illness** of a fellow passenger or crew member.
7. adverse weather conditions.

Conditions applicable to Section 3 (see also General Conditions)

1. In selecting the route, means of travel and time of departure for the trip, the **Insured Person** must do all things reasonable and practical to minimise the possibility of late arrival at the departure point.
2. Any claims attributable to mechanical breakdown of non-scheduled transport must have a garage or motoring organisation report confirming the date, time and cause of the breakdown.

Exclusions applicable to Section 3 (see also General Exclusions)

We shall not be liable for any claim arising out of any of the contingencies specified above, if such contingencies had already started or been forecast before the trip was booked or the insurance was affected, whichever is the later.

Section 4 – Travel Delay

Cover

We will pay:

1. £50 for the first completed 12 hour period of delay, and
2. £25 for each subsequent completed 12 hour period of delay

up to the limit shown in the **Policy** schedule should the aircraft, sea vessel, coach or train on which an **Insured Person** is booked to travel be delayed as a result of one of the following:

1. strike, locked out workers or industrial action.
2. riot or civil commotion.
3. bomb scare, criminal action, an **Act of Terrorism** or **Hi-Jack**.
4. fire, avalanche, landslide, earthquake, flood, or adverse weather conditions.
5. Accident to or mechanical breakdown of such passenger transport.
6. **Bodily Injury** or **Illness** of a fellow passenger or crew member.

Conditions applicable to Section 4 – (see also General Conditions)

1. The **Insured Person** must obtain written confirmation from the carrier(s), or their agent(s) stating:
 - (a) The actual date and time of departure and
 - (b) The reasons for delay.
2. The period of delay shall start from the departure time of the conveyance as specified in the booking confirmation supplied to **You** or the **Insured Person**.

Exclusions applicable to Section 4 – (see also General Exclusions)

We shall not be liable to pay any claims should the **Insured Person** fail to check in according to the itinerary supplied to him.

Section 5 – Medical, Repatriation and Additional Expenses

Cover

If an **Insured Person** suffers **Bodily Injury** or **Illness** (including compulsory quarantine) during the **Period of Travel**, **We** will pay up to the limit shown in the **Policy** schedule for the following:

1. Normal and necessary expenses incurred for medical or surgical treatment including specialists fees, hospital, nursing home and nursing attendance charges, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Emergency dental treatment which is necessarily for the immediate relief of pain or discomfort, up to a sum insured of £1000, and emergency ophthalmic fees.
3. Reasonable additional accommodation and repatriation expenses incurred by the **Insured Person** and any one member of the travel party who has to remain or travel with the injured or ill **Insured Person**.
4. Reasonable travel and hotel expenses of two people to travel from the **Insured Person's Country of Domicile** if their presence with the injured or ill **Insured Person** is necessary on medical grounds.
5. The cost of transporting the remains or ashes and personal effects of the **Insured Person** to his former place of residence in their **County of Domicile** or reasonable funeral expenses incurred abroad.
6. The charter of an air ambulance or the use of air transport including qualified attendants certified by a registered doctor and authorised by Intana Assist to be necessary for the repatriation or treatment of a seriously ill or injured **Insured Person**.

Extension to Section 5

We will continue to pay medical expenses (excluding any dental expenses), up to a sum insured of £25,000, that are reasonably and necessarily incurred in the **Insured Person's Country of Domicile** for a maximum period of 3 months immediately following the **Insured Persons** date of return to their **Country of Domicile** provided that expenses had already been incurred at the overseas location during the **Period of Travel** and are the subject of a valid claim under this Insurance.

Exclusions applicable to Section 5 – (see also General Exclusions)

We shall not be liable to pay for:

1. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking a trip or commencement of a **Period of Travel**, whichever is the later.
2. Any expenses incurred more than 12 months after the date of the incident which gave rise to the claim.
3. Any expenses incurred in the **Insured Person's Country of Domicile**, unless they are in respect of the extension above.

Note

Claims for Repatriation on the grounds of the fear of contracting AIDS from Medical treatment will not be admitted. An Insured Person seeking advice about this risk should contact the Foreign and Commonwealth Office prior to departure.

Section 6 – Hospital Benefit

Cover

In the event of the **Insured Person** suffering **Bodily Injury** or **Illness** during the **Period of Travel** and being admitted as a hospital in patient for a continuous period of 24 hours or more, **We** will pay to the **Insured Person** £50.00 per day or part thereof.

Section 7 – Personal Liability

Cover

We will pay up to the limit as stated in the **Policy** schedule, any one event or series of events and in all (including Legal Expenses), should an **Insured Person** become legally liable to pay compensation for **Bodily Injury** to the public or accidental loss of or damage to property, which occurs during the **Period of Travel**.

Exclusions applicable to Section 7 – (see also General Exclusions)

We shall not be liable for any claim:

1. arising out of **Bodily Injury** to any member of an **Insured Person's** family or household, or to any of **Your** employees.
2. arising out of accidental loss or damage to property belonging to or in the care, custody or control of an **Insured Person** or any member of his family or household or any of **Your** employees.
3. 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. arising out of the ownership, possession, occupation or use of land or buildings.
5. arising out of the profession, occupation or business of the **Insured Person** or arising out of liability assumed under a contract if such a liability would not otherwise have attached.

Conditions applicable to Section 7 – (see also General Conditions)

1. The **Insured Person** must not make any admission of liability whatsoever, or make any arrangements, offer or promise of payment without **Our** written consent.
2. **We** shall be entitled, if **We** so desire, to take over and conduct, in the name of the **Insured Person**, a 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 have discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The **Insured Person** shall, whenever possible, give **Us** all such information and assistance as **We** may require.
3. In the conduct of any claim **You** and the **Insured Person** shall comply with all rules of Court and Orders made by the Court, shall attend any hearings, meetings or conferences and sign any documents, as may be reasonable required.

NOTE: No endorsement or amendment to any part of this **Policy** shall override the exclusions applicable to this section.

Section 8 – Legal Expenses

Cover

We will pay up to the limit as stated in the **Policy** schedule, for Legal Expenses incurred by or on behalf of the **Insured Person** in the pursuit of a claim for damages against a third party who has caused death, **Bodily Injury** or **Illness** of an **Insured Person** during the **Period of Travel**.

Exclusions applicable to Section 8 – (see also General Exclusions)

We shall not be liable to pay for Legal Expenses

1. incurred without **Our** written consent (which shall not be unreasonably withheld).
2. for actions against Travel Agents, Tour Operators, **Us** or **Our** Agents, or an **Insured Person's Spouse**, immediate family or **Yourself**.

Conditions applicable to Section 8 – (see also General Conditions)

1. AmTrust Travel Claims shall be entitled to nominate and appoint a legal representative to act on behalf of an **Insured Person** and to have direct access at all time to the legal representative.
2. **We** reserve the right to withdraw at any stage and thereafter shall not be liable for any further expenses.
3. In the conduct of any claim **You** and the **Insured Person** shall comply with all rules of Court and Orders made by the Court, shall attend any hearings, meetings or conferences and sign any documents, as may be reasonable required.

Section 9 – Personal Baggage and Money

Cover

We will pay up to the overall limits as stated in the **Policy** schedule for loss, theft or damage occurring during the **Period of Travel** to accompanied personal baggage and money, subject to the following:

Single Article or Pair or Set of Article Limit

Up to the limit as shown in the **Policy** schedule.

Valuable items

Up to the limit as shown in the **Policy** schedule and subject to the Single Article or Pair or Set of Articles Limit as stated in the **Policy** schedule.

Business items

Up to the limit as shown in the **Policy** schedule and subject to the Single Article or Pair or Set of Articles Limit as stated in the **Policy** schedule.

Glasses/Sunglasses

Up to the limit as shown in the **Policy** schedule.

Cash Limit

Up to the limit shown in the **Policy** schedule

Extension applicable to Section 9

If during a **Period of Travel**, an **Insured Person** loses their house keys to their main permanent residence in the **United Kingdom** or Channel Islands, **We** will pay for the parts and labour costs of replacing the locks up to a maximum of £250 in all.

Definitions applicable to Section 9 – (See also General Definitions)

Money

Cash, traveller's cheques, passports, green card, travel tickets, credit cards, charge cards, or banker's cards,

Valuables

Watches, furs, jewellery, photographic, video, audio and computer equipment, games consoles and their software

Conditions applicable to Section 9 – (See also General Conditions)

1. The **Insured Person** shall at all times take reasonable care in the supervision of the insured property.
2. The **Insured Person** shall in the event of any loss, take all reasonable steps to recover such item(s).
3. In the event of a total loss or damage to an article of less than 2 years old, **We** will pay for the replacement cost of that article providing that evidence of the original purchase is provided. If the article is 2 years old or more, not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair, whichever is the lesser.
4. The **Insured Person** must report any loss of &/or theft of **Money** or personal baggage to the police within 48 hours of discovery, and a police statement must be obtained.
5. **Money** shall be covered from the time of collection from a bank or travel agent or from 72 hours prior to commencement of the **Period of Travel**, whichever is the later, and up to 48 hours after completion of the **Period of Travel**, or time of conversion or encashment, whichever is the earlier.

Exclusions applicable to Section 9 – (See also General Conditions)

We shall not be liable to pay for any claims under this section due to:

1. Damage due to wear and tear or gradual deterioration.
2. **Money** shortages due to error, omission or depreciation in value.
3. Loss of &/or theft of **Money** or personal baggage not reported to the police within 48 hours of discovery, and a police statement obtained.
4. Losses arising from confiscation or detention by customs or any other authority.
5. Property or **Money** otherwise insured elsewhere.
6. Loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours of discovery and a report obtained.
7. Loss of **Valuables** or **Money** whilst in the custody of a carrier.
8. Loss or damage whilst left unattended, unless in a locked hotel room, safe, apartment, holiday residence or motor vehicle. If left in a motor vehicle overnight, the motor vehicle must be contained in a securely locked garage, or secure compound.
9. Electrical and/or mechanical breakdown.
10. The fraudulent use of credit cards, charge cards or banker's cards, if the **Insured Person** has not reported the loss of the card to the issuing bank or company, and has not complied with the terms and conditions under which the card was issued. **Our** liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **Insured Person**.
11. Loss or damage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried.
12. Loss, theft or damage to contact or corneal lenses, dentures, hearing aids, bonds, coupons, securities, stamps or documents of any kind, antiques, pictures, sports equipment whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards.
13. Any claim arising from credit cards, charge cards, or bankers cards other than in respect of losses resulting from the fraudulent use.
14. Any loss for cash which exceeds the Cash Limit as stated in the **Policy** schedule.

Section 10 - Delayed Baggage

Cover

In the event that the **Insured Person's** personal baggage is temporarily lost by the carrier for more than 12 hours, **We** will pay up to the limit as stated in the **Policy** schedule for the purchase of immediate necessities. If the loss becomes permanent then any payment made under this section will be deducted from any claim submitted under Section 9, Personal Baggage and Money.

Conditions applicable to Section 10 – (See also General Conditions)

Receipts for such purchases must be provided.

Section 11 – Personal Accident

Cover

We will pay up to the following percentage of the sum insured as stated in the **Policy** schedule should the **Insured Person** suffer **Bodily Injury** during the **Period of Travel** which results in one of the following:

1.	Death	100% of the Sum Insured
2.	Permanent Total Loss of Sight of One or Both Eyes	100% of the Sum Insured
3.	Loss of One or More Limbs	100% of the Sum Insured
4.	Permanent Total Loss of Speech	100% of the Sum Insured
5.	Permanent Total Loss of Hearing in	
	a) One ear	40% of the Sum Insured
	b) Both ears	100% of the Sum Insured
6.	Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb(s), loss of speech or hearing)	100% of the Sum Insured
	Maximum Sum Insured Any One Occurrence	£1,000,000

Definitions applicable to Section 11 – (See also General Definitions)

Loss of Limb

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, foot or leg.

Permanent Total Disablement

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 end of that period is beyond hope of improvement.

Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

Conditions applicable to Section 11 – (See also General Conditions)

1. **We** will not pay for more than one of the benefits covered under items 1 – 6 in respect of the same **Accident**.
2. In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown above, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.
3. Where an **Insured Person** is a **Dependant Child**
 - a) the sum insured for **Accidental** death shall be limited to £5,000
 - b) the definition for **Permanent Total Disablement** shall be amended to read as follows:
“Disablement which entirely prevents the **Insured Person** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially”.

Exclusions applicable to Section 11 – (See also General Exclusions)

We will not pay for any claims:

1. Due to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of an **Insured Person**, including anxiety and/or depression.
2. Arising from or attributable to disease, natural causes or surgical treatment (unless rendered necessary by **Bodily Injury** covered hereunder).

Section 12 – Hijack and Kidnap

Cover

In the event of the detention, internment, hijack or kidnapping of an **Insured Person** during the **Period of Travel**, **We** will pay £50 per day or part thereof until release, for a maximum of 60 days.

In addition **We** will indemnify the **Insured Person** for additional expenses necessarily and reasonably incurred by way of legal, hotel, travel and related incidental expenses but excluding ransom monies and the like, to secure release of the **Insured Person**.

The maximum sum payable under this section is limited to the sum Insured stated in the **Policy** schedule.

Conditions applicable to Section 12 – (See also General Conditions)

No claims shall be payable under this Section unless:

1. The **Insured Person** has not engaged in any political or other activity that would prejudice this Insurance.
2. The **Insured Person** has no family or business connections that could be expected to prejudice this Insurance or increase **Our** risk.
3. All visas and documents are in order.

Exclusions applicable to Section 12 – (See also General Exclusions)

We shall not be liable to pay for any claim:

1. Relating to payment of ransom monies and the like.
2. Arising out of any act(s) by an **Insured Person** that would be considered an offence by a court of the **United Kingdom** and/or Channel Islands if committed in the **United Kingdom** and/or Channel Islands.
3. Where the detention, internment, **Hijack** or kidnap of an **Insured Person** is for a period of less than 3 days.

Section 13 – Political and Natural Disaster Evacuation Expenses

Cover

Should an **Insured Person** have to be evacuated from the country they are working in overseas due to:

1. A formal recommendation by the Foreign and Commonwealth Office that an **Insured Person** or a class of persons which includes the **Insured Person** specifically leave the country they are in or,
2. The **Insured Person** being expelled or declared persona non grata in the country they are in or,
3. A **Major Natural Disaster** has occurred in the country the **Insured Person** is in, which necessitates their immediate evacuation in order to avoid personal risk of **Bodily Injury** or **Illness**.

We will pay up to the sum insured noted in the **Policy** schedule for reasonable and necessary costs incurred in

1. Returning the **Insured Person** to the **United Kingdom** and/or Channel Islands; or
2. Evacuating the **Insured Person** to the nearest place of safety.

If the **Insured Person** is unable to return directly to the **United Kingdom** and/or Channel Islands, **We** will pay up to £100 per day for a maximum of 15 days or until such time as the **Insured Person** can be evacuated to the **United Kingdom** and/or Channel Islands, whichever occurs first, for reasonable and necessary expenses incurred for accommodation, transportation, food and the like.

Definitions applicable to Political and Natural Disaster Evacuation Expenses (See also General Definitions)

Major Natural Disaster

Earthquake, Volcanic eruption, Maelstrom, Tsunami, Hurricane, Tropical cyclone, Typhoon, Ice storm, Tornado

Conditions applicable to Political and Natural Disaster Evacuation Expenses (See also General Conditions)

1. In the event of a claim under this section, Intana Assist must be contacted immediately and they will make all necessary travel arrangements to evacuate the **Insured Person**.
2. In the event that **You** or the **Insured Person** fails to contact Intana Assist, then no claim will become payable under this section.

Exclusions applicable to Political and Natural Disaster Evacuation Expenses (see also General Exclusions)

We shall not be liable to pay for any claims

1. If **You** or the **Insured Person** have breached or are accused of breaching the laws of the country from which the **Insured Person** has to be evacuated.
2. Which results from **Your** or the **Insured Persons** failure to maintain and possess duly authorised and required documents, visas, permits and the like that are necessary for the **Insured Person** to remain in the country.
3. Arising from or attributable to debt, commercial failure, insolvency, the repossession of property or any other financial cause.
4. Following **Your** or an **Insured Persons** failure to:
 - (a) Honour any obligations in any contract or licence.
 - (b) Provide bond or other security because of any liability assumed by **You** or the **Insured Person**.
 - (c) Obey any conditions in a licence.
5. From the **Insured Person's** usual **Country of Domicile**.
6. Where political unrest or a **Major Natural Disaster** existed prior to the **Insured Person** entering the country or its occurrence being foreseeable before the **Insured Person** entered the country.
7. For expenses necessarily incurred as part of the original travel budget.
8. Where deemed by **Us** to be too dangerous to evacuate the **Insured Person** or it is illegal to do so.

Extension to the Policy

If the **Insured Person** has not returned to the **United Kingdom** and/or Channel Islands before the expiration of a **Period of Travel** for reasons which are beyond his control, this **Policy** will remain in force for a further 21 days or until return, whichever is the earlier, without additional premium but in the event of the **Insured Person** being **Hi-jacked**, cover shall continue whilst such **Insured Person** is subject to the control of the person(s) or their associates making the **Hi-Jack** and during travel direct to his domicile and/or original destination up to 12 months from the date of **Hi-jack**.

Important Information

Data Protection Act

The personal and business information **You** provide or which is supplied by third parties including the details of **Directors**, officers, partners and employees may be used by **Us** and /or **Our** carefully selected third parties to provide **You** with a quotation, deal with **Your Policy**, help administer **Your Policy**, search credit reference agencies (who may keep a copy of the search), handle claims, undertake checks against publicly available data (such as county court judgements or sheriff court decrees, electoral roll, bankruptcy orders, winding up procedures, repossessions), for customer surveys market research and compliance business reviews.

We share **Your** details with those companies who are underwriting **Your** insurance **Policy** and others including insurance organisations, professional advisers, third party suppliers, claims handlers, loss adjusters, professional advisers and mediation companies to administer and regulate **Your** insurance, for fraud prevention purposes and where **We** are legally obliged to do so.

In some circumstances **We** may need to collect data which under the Data Protection Act is defined as sensitive (such as medical history or criminal convictions) for the purposes of evaluating risk, assessing the terms of the insurance contract or administering any claims that may arise.

By proceeding with this application **You** have signified **Your** consent to such information being processed by **Us**. If **You** provided information (including any sensitive personal information) to **Us** about another person by doing so **You** have confirmed to **Us** that **You** have their permission to provide it and for **Us** to process that information, also that **You** have told them of this.

Under the Data Protection Act, individuals are entitled to a copy of all the personal information **We** hold about **You**. To obtain details of this please contact **Us** by writing to **Us** including **Your** name and address to

The Compliance Department, AmTrust Underwriting Ltd, 1 Great Tower Street, London EC3R 5AA.

A fee may be payable.

Under the Data Protection Act **We** can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know.

Your personal details may be transferred to countries outside the European Economic Area they will at all times be held securely and handled with the utmost care in accordance with all the principles of English law.

We will store **Your** personal information on our secure databases but will not keep it longer than is necessary.

Complaints Procedure

Your Insurance Broker will always aim to provide **You** with high quality service. If **You** are not satisfied with the service provided or have any enquiry then **You** should address in the first instance **Your** Insurance Broker.

Having made your complaint and you are not satisfied

In the first instance please write to the Customer Services Manager at the address below giving all the appropriate information and the names of anyone **You** have spoken to.

In respect of Complaints

AmTrust Underwriting Limited, 1 Great Tower Street, London EC3R 5AA

In the few cases where **We** have been unable to resolve **Your** problems please write to the Compliance Director who will arrange for an investigation to be completed on behalf of the Chief Executive.

The Compliance Director, AmTrust at Lloyd's, 1 Great Tower Street, London, EC3R 5AA

If **We** have given **You Our** final response and **You** are still not satisfied **You** may ask the Complaints Department at Lloyd's to review **Your** case (this would not affect **Your** rights to take legal action if necessary). The address is:

Policyholder & Market Assistance Lloyd's Market Services, One Lime Street, London, EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Remain Dissatisfied

Having followed the procedure for Lloyd's Underwriters **Your** complaint may be referred to the Financial Ombudsman Services (FOS) the address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Only certain firms may have referral rights to the Financial Ombudsman Service.

Financial Services Compensation Scheme

As **We** are members of the Financial Services Compensation Scheme (FSCS), **You** may be entitled to compensation from the scheme if **We** cannot pay out all valid claims under this Insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. **You** can get more information about the scheme from the FSCS or **You** can visit their website at www.fscs.org.uk.