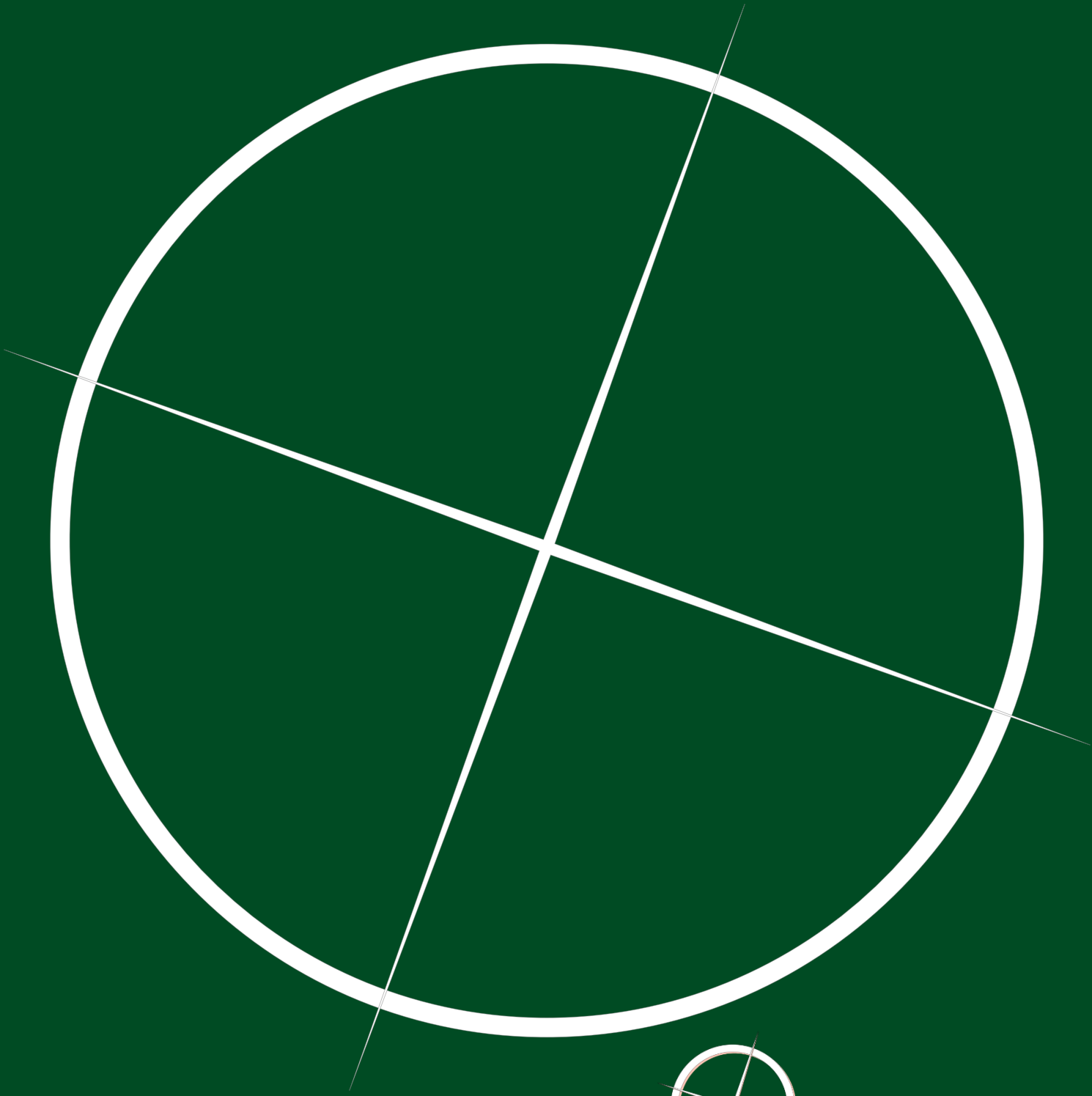


Tall Ships Volunteer and Voyage Crew  
Group Travel Insurance  
Policy Wording



UNDERWRITING

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## Welcome

Thank you for choosing Ortus Underwriting to be **Your** insurance provider. Ortus Underwriting is a trading name of Xact Risk Solutions Limited.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

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

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately. This is a legal document and should be kept in a safe place.

## About This Master Policy

This **Policy** is underwritten by Certain Underwriters at Lloyd's. For more information, see the **Policy** schedule and the About The Insurers section below. This **Policy** is issued by Ortus Underwriting, in accordance with the authority granted under binding authority agreements.

As the company or organisation named in the **Policy** schedule, **You** are the Master **Policyholder** and are the contracting party under this insurance. As the Master **Policyholder**, **You** have taken out this Master **Policy** to cover **You**, **Your Employees** and other relevant **Insured Persons**.

**Insured Persons** may be beneficiaries under this insurance, but they are not deemed contracting parties.

Any cover the **Insured Persons** are entitled to under this Master **Policy** is because of their employment or association with **Your** company or organization, or their association with **Your Employee**.

Please review the **Policy** schedule to confirm what sections of cover are in force.

Please contact the **Broker** as soon as possible if:

- a) anything needs correcting, or
- b) there are any questions in relation to this **Policy**.

**You** have a duty to provide each **Employee** with a copy of the **Insured Persons'** Schedule and Evidence of Cover.

## Who is Ortus Underwriting

Ortus Underwriting is authorised and regulated by the Financial Conduct Authority. **You** can check Ortus Underwriting's FCA registration by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling the FCA on 0800 111 6768. Ortus Underwriting has authority to issue insurance on **Our** behalf under binding authority agreements.

## About The Insurers

**We** are the insurers who provide this **Policy**. **Our** details are shown in the **Policy** schedule. This includes **Our** reference numbers and the proportions of the cover **We** are providing.

As cover is being provided by more than one insurer, each insurer is liable only for their share of the risk.

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

If not provided in the **Policy** schedule, **Our** Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Insuring Agreement

In return for **You** paying the premium shown in the **Policy** schedule, and the payment of any applicable **Excess**, **We** will provide the cover given in this **Policy**. The cover provided is subject to all limits, terms, conditions, notices and exclusions of this **Policy**.

Signed on **Our** behalf



Matthew Stark  
Chief Executive Officer  
Ortus Underwriting  
Registered Office: 15 Westferry Circus, London, E14 4HD  
Registered in England No: 08142321  
Authorised and regulated by the Financial Conduct Authority

## How To Make A Claim

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

## Claims Procedure

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible. Notice of any incident that may give rise to a claim must be made as soon as is feasibly possible at the date of **Accident**, **Illness** or upon return of the trip.

[Claim Notifications should be sent to:](#)

### Travel Claims

Telephone: +44(0)345 0308 129  
Email: [travelclaims@davies-group.com](mailto:travelclaims@davies-group.com)

## Medical Emergency Abroad Procedure

If **You** are covered under Section C Business Travel, 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:

**Ortus Assistance**, 24 Hour Emergency Service.

Please quote the reference **Ortus**.

Telephone: +44(0)203 989 8835  
Email: [ah-assist@ortusunderwriting.com](mailto:ah-assist@ortusunderwriting.com)

When contacting **Ortus Assistance**, please advise the following:

- 1 The telephone number from which **You** or the Insured Person are calling.
- 2 The **Policy** Number
- 3 The name and telephone number of the doctor and hospital attending to the **Insured Person**.

Failure to contact **Ortus Assistance** in the event of an emergency may prejudice the claim.

Calls may be recorded for quality and training purposes.

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

## Political and Natural Disaster Evacuation Procedure

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

**Ortus Assistance**, 24 Hour Emergency Service.  
Please quote the reference **Ortus**.  
Telephone: +44(0)203 989 8835  
Email: ah-assist@ortusunderwriting.com

Failure to contact **Ortus Assistance** in the event of an emergency may prejudice the claim.

Calls may be recorded for quality and training purposes.

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

## Pre-Travel Advice

Prior to any travel outside of the **Insured Person's** usual **Country of Domicile**, **We** recommend the **Insured Person** contact the below Pre Travel Advice number. They will advise the **Insured Person** of any medication/inoculations required as well as provide advice on unsafe areas.

Pre Travel Advice number: +44(0)203 989 8835

## Reciprocal Health Arrangements

Global Health Insurance Card (GHIC) or European Health Insurance Card (EHIC):

If possible, **We** recommend the **Insured Persons** obtain a GHIC prior to any travel, if **You** don't currently have an EHIC or GHIC, and keep it on **You** whilst travelling outside of **Your** usual **Country of Domicile**.

- If **You** have an existing EHIC or GHIC, it will remain valid until the expiry date on the card. Once **Your** current card expires **You** will need to apply for a new card. **You** can apply for a new GHIC up to 9 months before **Your** current card expires.
- The GHIC and EHIC entitle **You** to reduced-cost, sometimes free, medical treatment that becomes necessary while **You** are in a European Economic Area (EEA) country or in Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this might not cover all the things **You** would expect to get free of charge from the NHS in the **United Kingdom**. **You** may have to make a contribution to the cost of **Your** care.
- **You** can obtain more information about the GHIC, including how to apply, online at <http://www.gov.uk/global-health-insurance-card>.

Australia:

- If **You** are travelling to Australia **You** can enrol in Medicare which will entitle **You** to subsidised hospital treatments and medicines. **You** can do this by contacting a local Medicare office in Australia.
- All claims for refunds under the Medicare scheme must be made before **You** leave Australia. For more information on Medicare visit: [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) or email: [medicare@medicareaustralia.gov.au](mailto:medicare@medicareaustralia.gov.au).

## On-line Information

**We** have partnered with medical assistance and security experts to provide you with a range of complementary travel services;

### Travel Oracle Portal

Designed to provide **You** with the best up-to-date information and alerts about **Your** travel destination. It offers complete country guides to give **You** in depth knowledge about **Your** location, as well as tips and training on how to stay safe while overseas.

**Travel Oracle Website:** <https://tow.healix.com/login>

- 1 Complete Registration Form to create an account
- 2 Enter Healix policy number **LO254351** (please note this is different to the **Policy** number provided on **Your Policy** schedule)
- 3 Click "Register"

### Travel Oracle App

The ultimate travel safety companion. It provides **You** with the most up to date travel information and advice, as well as real time alerts on breaking news globally.

The Travel Oracle App can be downloaded onto **Your** smart phone from the Apple App store or Google Play store. Register as a new user and enter Healix policy number **LO254351** (please note this is different to the **Policy** number provided on **Your Policy** schedule)

## 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.. References to legislation include such legislation as amended and to any statutory re-enactment of the same or substantially similar legislation.

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.

### Applicable to ALL Sections of this Policy

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

#### **Accident/Accidental**

A sudden, unexpected, fortuitous, 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.

#### **Aggregate Limit**

The maximum amount **We** will pay as shown in the **Policy** schedule.

#### **Benefit Period**

The maximum period for which the **Temporary Total Disablement** benefit is payable. This period will commence at the end of the **Excess Period**.

#### **Bodily Injury**

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. 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**.

#### **Broker**

The company through which **You** purchased the **Policy** with **Us**.

#### **Business Associate**

Any individual managed by **Your** line manager.

#### **Business Items**

Items, including **Valuables**, carried on **Your** behalf by the **Insured Person** and which are **Your** property.

#### **Channel Islands**

Jersey, Guernsey, Alderney and Sark.

#### **Close Relative**

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

#### **Coma**

A continuous, unconscious and unresponsive state.

#### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

#### **Consultant**

A person or company appointed by **Us** that specialises in the negotiations of **Kidnap** and **Kidnap for Ransom** release.

#### **Contractors**

**Contractors** who are employed by **You** on a temporary contract and are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent.

### **Corporate Guest(s)**

Any visitor or guest who is officially invited to visit **Your Premises** in a business capacity with **Your** knowledge and consent or who are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent. This excludes personnel from the Emergency Services and any Third Party Contractors who are undertaking work on **Your** behalf. Cover is only operative whilst the **Corporate Guest(s)** is on **Your Premises** or a **Period of Travel**.

### **Country of Domicile**

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

### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

### **Cyber Incident**

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### **Dependent Child**

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

### **Deaf**

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz.

### **Director / Business Partner**

A person who is an appointed or elected member of the board of Directors of the **Insured** (but not including a non-executive director or company secretary unless agreed in writing by **Us**) or any person who is a member of the management or executive committee (or equivalent body) of a partnership and who are listed as a current officer of the **Insured** at Companies House.

### **Employee**

Any person(s) under a contract of employment, contract of service or apprenticeship with the **Insured** who is not a **Director / Business Partner**.

### **Excess Period**

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

### **Express Kidnapping**

The unlawful seizure, abduction and detention by force or **Fraud** of an **Insured Person** against their will by an individual or group for the purpose of obtaining cash directly from the **Insured Person** by way of **Fraudulent** or coercive use of a financial card.

### **Fraud/Fraudulent**

Wrongful or criminal deception intended to result in financial or personal gain.

### **Full Time Education**

A programme of learning provided by a recognised education body that leads to a qualification by examination or assessment, which is either:

1. full-time study; or
2. a mixture of study and works experience where at least two thirds of the total time for the course is spent on study.

### **Hemiplegia**

The permanent and total paralysis of the one half of the body.

### **Hi-jack**

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.

### **Home**

Any flat, house or mobile/park home which is the main permanent residence of the **Insured Person** within the **United Kingdom**.

### **Illness**

A disease or sickness of the **Insured Person**.

### **Incidental Holiday**

A non-business related trip taken immediately before, during and/or immediately after an **Insured** trip on behalf of the **Insured**.

### **Insured**

The company or organisation named in the **Policy** schedule.

### **Insured Person**

Any person shown in the **Policy** as being an **Insured Person**. For **Insured Persons**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever the sooner.

### **Kidnap**

The unlawful seizure, abduction and detention by force or **Fraud** of an **Insured Person** against their will by an individual or group.

### **Kidnap for Ransom**

The unlawful seizure, abduction and detention by force or **Fraud** of an **Insured Person** against their will by an individual or group for the purpose of obtaining a form of payment for their release.

### **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.

### **Major Natural Disaster**

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

### **Medical Expenses**

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### **Medical Practitioner**

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your Employees** or **Director / Business Partner**

### **Money**

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

### **Operative Time**

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

### **Our, Us, We, Underwriters**

The insurers who provide this **Policy**

### **Paraplegia**

The permanent and total paralysis of the lower half of the body which shall include the two lower limbs bladder and rectum.

### **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).

### **Permanent Total Disablement**

For **Insured Persons** who are not a **Dependent Child**:-

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.

For **Insured Persons** who are a **Dependent Child**:-

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

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

Permanent total and irrecoverable loss of hearing that results in the **Insured Person** being classified as **Deaf** which lasts twelve consecutive months and at the expiry of that period is medically determined to **Our** satisfaction as being beyond hope of improvement.

### **Permanent Total Loss of Sight**

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement. For loss of sight:

1. in both eyes where an **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **Insured Person** should see at sixty (60) feet).

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

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

### **Personal Baggage**

Property owned by or in the custody or control of an **Insured Person** taken on or purchased during the **Period of Travel** including **Valuables**, that are not **Your** property, but excluding **Money** or **Business Items**.

### **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.

### **Premises**

The interior part of **Your** building in the **United Kingdom** which is leased or owned by **You** and from where **You** conduct **Your** business.

### **Principle Sum Insured**

The Sum Insured noted in the **Policy** schedule for the item against which the **Insured Person** has claimed.

### **Quadriplegia**

The permanent and total paralysis of the two upper limbs and two lower limbs.

### **Radiation**

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

### **Ransom Monies**

Cash, bullion, securities property or services.

### **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.

### **Sub-Contractors**

**Sub-Contractors** who are employed by **You** on a temporary contract and are travelling on an official trip organised by **You**, at **Your** expense and with **Your** knowledge and consent.

### **Temporary Partial Disablement**

Disablement which temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

### **Temporary Total Disablement**

Disablement which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

### **Travel Benefits**

Any benefit provided under the Sections of this **Policy**.

### **Travel Documents**

Passports, green card, visa, travel tickets, driving licence or any other essential **Travel Documents** belonging to **You** or the **Insured Person**.

### **Triplegia**

The permanent and total paralysis of three limbs.

### **Unattended**

When the **Insured Person** is not in full view of and not in a position to prevent interference with the **Insured Persons** property.

### **United Kingdom**

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

### **Valuables**

Antiques, watches, furs, animal skins, jewellery, precious stones, photographic, video, audio and computer equipment, games consoles and their software.

### **War**

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

1. Hostilities or warlike operations (whether **War** be declared or not)
2. Invasion, civil **War**, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of **War** weapons
8. An **Act of Terrorism**
9. 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** and/or **Insured Person** as stated in the **Policy** schedule.

## Your Responsibilities

This section has details of conditions **You** have under the Master **Policy** because **You** are the Master **Policyholder**.

We recognise that **You** may appoint an Administrator to administer certain functions of the Master **Policy**. However, it remains **Your** responsibility to ensure compliance with these terms and conditions.

**You** must ensure **You** have carried out the following.

### Fair Presentation of Risk

**You** have a legal duty to make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**. This means that **You** should ensure that **We** have access to all material information **We** need when deciding whether to insure the risk, calculate the premium or set the terms and conditions of the **Policy**. For example, this includes any information that affects the nature of the risks against which **You** wish to insure or any information which increases the likelihood of a claim. If **You** are in doubt as to whether information is material, **You** should disclose it to **Us**.

**You** also have a duty to make a fair presentation to **Us** in respect of any material changes that alter the risk during the **Period of Insurance**.

Where **You** fail to make a fair presentation of the risk, and **We** either: (i) would not have entered into the contract of insurance at all; or (ii) would have done so but only on different terms, **We** may exercise **Our** rights and remedies afforded under the Insurance Act 2015 and set out in this clause.

Where **Your** failure to make a fair presentation of the risk was deliberate or reckless, **We** may avoid the **Policy**, refuse all claims and need not return any of the premiums paid.

Where **Your** failure to make a fair presentation of the risk was neither deliberate nor reckless:

1. if **We** would not have entered into the **Policy** on any terms, **We** may avoid the **Policy** and refuse all claims, but must in that event return the premiums paid.
2. if **We** would have entered into the **Policy**, but on different terms (other than terms relating to the premium), the **Policy** is to be treated as if it had been entered into on those different terms.
3. if **We** would have entered into the **Policy** (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

### Retention And Provision of Records

**You** must establish and maintain complete records relating to all **Insured Persons** in connection with the Master **Policy**, this includes copies of all **Insured Person's** Wordings provided. **You** must retain those records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law.

**You** must provide **Us** upon request copies of those records or documentation, or any other information as **We** may reasonably require from time to time, relating to the **Insured Persons**.

### Security of Documents

All documents evidencing cover and any electronic method of storing and/or producing documentation must be kept secure at all times. If requested by **Us**, **You** must promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master **Policy** and ensure that any issuance or production of those documents by **You** stops.

### Claims, Complaints or Proceedings

If **You** are made aware by an **Insured Person** of a claim or complaint that the **Insured Person** wishes to make under the Master **Policy**, **You** must promptly:

- a) inform the **Insured Person** of the arrangements established under the Master **Policy** for making claims or complaints (as applicable); and
- b) provide **Us** with full details of the claim or complaint (as applicable).

Where **You** are aware of any legal or regulatory proceedings or actions started against **Us** or **You**, arising out of the operation of or in connection with the Master **Policy**, **You** must promptly provide **Us** with full details of those proceedings.

## Compliance With the Law and Financial Crime

Without prejudice to any of the rights or obligations otherwise specified in the Master **Policy**, **You** must comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **Insured Person**. **You** must also use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master **Policy** comply with such laws, where applicable.

**You** must not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

## Data Protection

**You** must comply with **Your** obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" includes all applicable statutes and regulations in any jurisdiction in respect of the processing of personal data, including the privacy and security of personal data,

For the purposes of this Condition:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

## Communication With Insured Persons

**You** must inform the **Insured Persons** of any changes to the Master **Policy**, which are relevant to the coverage provided to the **Insured Persons**, including cancellation or non-renewal of the Master **Policy**.

**You** must provide each **Insured Person** with a copy of the **Insured Person's** Schedule and Evidence of Cover document, which forms part of this Master **Policy**.

## Automatic or Tacit Renewal of Insurances Bound

**You** must not take any steps which have the effect of committing **Us** to automatic or tacit renewal of any benefit provided to **Insured Persons** under the Master **Policy** unless otherwise agreed in writing in advance by **Us**.

## Promotional and Marketing Material

**You** must agree with **Us** any specific marketing or promotional material to be used in relation to the Master **Policy**, including on any internet website, portal or similar online system.

## Change in risk

**You** must give **Us** written notice as soon as possible of any alteration or change in risk including:

- a) any change in the identity the **Insured** entity named in the **Policy** schedule,
- b) any change in the nature or scope of **Your** activities,
- c) the appointment of a liquidator, receiver, or administrator (or equivalent) over **You**.

Where there has been a material change in risk, **We** will provide no cover under this **Policy** unless and until:

- i. **We** have agreed in writing to accept the altered/change in risk; and
- ii. **You** have paid or agreed to pay any additional premium charged and accept any revised terms and conditions.

## 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.

### 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

**You** may cancel this **Policy** during the **Period of Insurance** by giving thirty (30) days' notice in writing to **Your Broker** at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

**We** may cancel this **Policy** by giving thirty (30) days' notice in writing to **You** at **Your** last known address stating the reasons for cancellation.

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

If the **Period of Insurance** is less than thirty (30) days, **You** will not be entitled to a refund of premium.

### Changes to Business Activities and Occupations

- 1 Any change in **Your** business activities must be notified to **Your Broker** and agreed in writing by **Us**.
- 2 Any change to the **Insured Person's** occupation as originally disclosed to **Us** must be notified to **Your Broker** and agreed in writing by **Us**.

Notification of any changes must be made to **Your Broker** within 30 days.

**Our** rights where **You** have failed to notify **Us** are set out under the 'Fair Presentation of Risk' section above.

### 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.

### Cyber Risks

Any benefits under Section C: Business Travel Cover caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

For the purposes of this Cyber Risks condition the following definitions apply.

Cyber Act: An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

- 1 Cyber Incident: Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System:

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

### 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 any claim under this **Policy**.

### Sanctions Notice

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### Fraudulent Claims

If **You** or an **Insured Person** makes a fraudulent claim under this **Policy**, then:

1. **We** are not liable to pay the claim;
2. **We** may recover from **You** or the **Insured Person** any sums paid by **Us** in respect of the claim, and
3. **We** may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** treat the contract as having been terminated, then **We** may refuse all liability to **You** under the contract in respect of a relevant event occurring after the time of the fraudulent act and **We** will not return any of the premiums paid under the contract. The termination does not affect the rights and obligations of the parties to this **Policy** with respect to an insured event occurring before the time of the fraudulent act.

In respect of an **Insured Person**, this clause only applies in relation to a fraudulent claim made under this **Policy** by or on behalf of an **Insured Person**. This clause applies in relation to the fraudulent claim as if the cover provided for the **Insured Person** were provided under an individual insurance contract between **Us** and the **Insured Person** only. Accordingly, **Our** rights under this clause are only exercisable in relation to the cover provided for the **Insured Person** and the exercise of those rights does not affect the cover provided under this **Policy** for any other **Insured Persons**.

### Law Applicable and Jurisdiction

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.

### Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

### Maximum Cumulative Limit

In respect of Item 12, the maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

### Maximum Period of Travel

The maximum duration for any one continuous **Period of Travel** shall not exceed 45 days in duration. **We** will not cover **You** for any part of the trip where the **Period of Travel** exceeds 45 days in duration unless agreed by **Us** in writing prior to the **Period of Travel**.

### 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 12 – Personal **Accident**, Items 12a-12g as shown on the **Policy** schedule which will be paid in full.

### Trust Assignment

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

## Claims Conditions

The following claims conditions apply to this **Policy**.

### Claims Co-operation

**You** and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records which are reasonably necessary for **Us** to evaluate the claim. **Our** liability to pay any claim may be impacted if **You** or the **Insured Person** fail to provide reasonable cooperation.

### Claim Notification

In respect of Business Travel, notice of any **Accident, Illness**, loss or mishap to an **Insured Person** must be sent to **Us** as soon as practicable upon **Your** return of the trip.

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 **Ortus Assistance**, 24 Hour Emergency Service.

In the event of claim under Item 14 of this **Policy**, **You** or the **Insured Person** must contact **Ortus Assistance** 24 Hour Emergency Service.

Failure to comply with this condition may prejudice any claim made under this section.

### Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If **We** are so precluded, **We** will reimburse the **Insured** for amounts due under the **Policy** in lieu of responding locally. Moreover, **We** are not providing legal, regulatory or tax advice in connection with this transaction.

### 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 Person's** 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 **We** may reasonably request.

## General Policy Exclusions

### Applicable to ALL Sections of this Policy

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

**We** shall not be liable for the following:

1. The first amount as shown in the "Excess Applicable" column in the **Policy** Schedule, each and every claim.
2. 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
    - dialysis
    - 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.
3. Any claim from an **Insured Person** who is over 80 years of age at the date of commencement of the **Period of Travel**.
4. 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.
5. 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 Item 1(3))
  - (c) in mountaineering or rock climbing normally requiring the use of ropes or guides or special equipment, or
  - (d) sports tours.
6. Any claim arising from an **Insured Person** engaging in aviation except when travelling by air as a passenger.
7. Claims where medical or other suitable evidence is not provided.
8. Claims where the benefit may be recoverable under any other insurance **You** may have in force or recoverable elsewhere.
9. 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).
10. 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).
11. 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.
12. 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.
13. A rising 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).

14. 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**.
15. Arising out of or consequent upon or contributed to **Radiation**.

## Travel Cover

This section is only in force, if it is shown as covered in the **Policy** schedule.

### What is Covered

**We** will insure the **Insured Person** against **Accident, Illness**, loss, damage or mishap, for trips taken on **Your** behalf including **Incidental Holiday** travel (known as a **Period of Travel**) commencing during the **Period of Insurance**, and having a destination outside of their usual **Country of Domicile** or within their usual **Country of Domicile** if such trips involve an overnight stay or air travel.

### Extension to the Policy

If the **Insured Person** has not returned to their usual **Country of Domicile** before the expiration of a **Period of Travel** for reasons which are beyond their 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 their **Country of Domicile** and/or original destination up to twelve months from the date of **Hi-jack**.

## Item 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 limit shown in the **Policy** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused Pre-Booked excursions (including reasonable additional travel and accommodation expenses incurred for return to **Your** usual **Country of Domicile**) should the projected trip be cancelled before commencement or curtailed before completion, directly and necessarily as a result of: -

- 1 Death, **Bodily Injury, Illness** or compulsory quarantine of:
  - (a) An **Insured Person**
  - (b) Any member of the travel party
  - (c) Any person with whom an **Insured Person** intends to reside or conduct business with during the **Period of Travel**
  - (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**
  - (b) Any member of the travel party.
- 3 Summoning to jury service or witness attendance in a court of their usual **Country of Domicile** or unavoidable requirement to be present in their usual **Country of Domicile** for service in any military or civil emergency of:
  - (a) An **Insured Person**
  - (b) Any member of the travel party.
- 4 Major damage or burglary at the home or place of business of:
  - (a) An **Insured Person**
  - (b) Any member of the travel party
  - (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.

## Item 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:

1. Their **Bodily Injury, Illness** or compulsory quarantine or,
2. 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:

1. Returning the **Insured Person** to the **United Kingdom** and/or Channel Islands and
2. Re-joining the vessel
3. sending another **Insured Person** overseas to complete the original trip of the **Insured Person**

## Item 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 Journey Continuation (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 Journey Continuation (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.

## Item 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 Travel Delay – (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 Travel Delay – (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.

## Exclusions applicable to Cancellation or Curtailment, Replacement & Re-joining Expenses, Journey Continuation and Travel Delay

**We** will not pay for any claim:

1. That exceeds the **Insured Persons** or **Your** contractual liability.
2. As a result of the **Insured Person** deciding not to travel or deciding to curtail a trip.
3. If an **Insured Person** is made redundant, resigns or his contract of employment is terminated within 31 days of a **Period of Travel** or once the **Period of Travel** has commenced.
4. If the travel provider or their agent with whom **You** have booked transport or accommodation through defaults.
5. Due to **Your** or the **Insured Persons** financial circumstances.
6. Resulting from any regulations made by any Public Authority or Government.
7. Recoverable from the airline, accommodation provider, tour operator or a credit card provider.
8. Failure to arrange the necessary travel documents in order to travel.
9. For delay of, or for cancellation following the delay of, a ship, aircraft or train, if:
  - (a) An **Insured Person** fails to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action

- (b) The delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority or Civil Aviation or any similar body in any Country.

## Item 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 necessary 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
  - (a) Any one member of the travel party who has to remain or travel with the injured or ill **Insured Person**.
  - (b) Any two members of the travel party who has to remain or travel with the injured or ill **Insured Person** where the injured or ill **Insured Person** is a **Dependent Child**
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. In the event that only the **Insured Person's Partner** travels, **We** will pay for the necessary additional cost incurred to engage the services of a registered childcare provider to look after a **Dependent Child** during the period of the visit up to the limit as stated in the **Policy** schedule.
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 **Ortus Assistance** to be necessary for the repatriation or treatment of a seriously ill or injured **Insured Person**.

## Item 6 – Continuation of Medical Expenses

### Cover

**We** will continue to pay **Medical Expenses** (excluding any dental expenses), up to the limit as stated in the **Policy Schedule**, 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 Medical, Repatriation and Additional Expenses and Continuing Medical Expenses

**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 twelve 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 Continuing Medical Expenses 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, Commonwealth & Development Office (FCDO) prior to departure.

## Item 7 - Hospital and Coma Benefit

### Cover

In the event of the **Insured Person** suffering **Bodily Injury** or **Illness**, or in the event of the **Insured Person** being in a **Coma** as a result of **Bodily Injury** or **Illness** during the **Period of Travel**, and being admitted as a hospital inpatient for a continuous period of 24 hours or more, **We** will pay to the **Insured Person** up to the limit as stated in the **Policy** Schedule.

## Item 8 - 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**.

### Court Attendance

If a court requires an **Insured Person** to attend a court in connection with an event that has resulted in a valid claim under this section of the **Policy** during the **Period of Travel** and the **Period of Insurance**, **We** will reimburse for the costs incurred up to the amount stated in the **Policy** schedule for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

### Exclusions applicable to Personal Liability

**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 Personal Liability - (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 reasonably required.

### Note

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

## Item 9 - 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**.

### Court Attendance

If a court requires an **Insured Person** to attend a court in connection with an event that has resulted in a valid claim under this section of the **Policy**, **we** will reimburse for the costs incurred up to the sum insured as stated in the **Policy** schedule for additional travel and accommodation expenses reasonably and necessarily incurred to attend the court.

### Legal Detention

In the event that an **Insured Person** is placed or is threatened to be placed in detention by a government or local civil authority, **We** will at the request of the **Insured** pay the costs for a local legal representative to defend the **Insured Person** up to the sum insured as stated in the **Policy** schedule.

### Exclusions applicable to Legal Expenses

**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 Legal Expenses

1. **Ortus 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 reasonably required.

## Item 10 - Personal Baggage, Business Items 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 Article 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 Article 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.

### Extensions applicable to Personal Baggage, Business Items and Money

#### Loss of Keys

If during a **Period of Travel**, an **Insured Person** loses their house keys to their main permanent residence in the usual **Country of Domicile**, **We** will pay for the parts and labour costs of replacing the locks up to the sum insured as stated in the **Policy** schedule for any one occurrence and in the aggregate during the **Policy** period.

#### Loss of Travel Documents

In addition, in the event of loss, theft or damage to **Travel Documents**, **We** will pay for any reasonable additional expenses incurred for travel, accommodation and other associated costs, to enable the **Insured Person** to obtain essential replacement **Travel Documents**, for a period of up to 120 hours prior to commencement of the **Period of Travel** or up to 120 hours after completion of the **Period of Travel**.

### Conditions applicable to Personal Baggage, Business Items and Money

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, **We** will pay for the replacement cost of that article without deduction for wear and tear or depreciation providing that evidence of the original purchase is provided.
4. The **Insured Person** must report any loss of and/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 Personal Baggage, Business Items and Money

**We** shall not be liable for:

1. Damage due to wear and tear or gradual deterioration.
2. **Money** shortages due to error, omission or depreciation in value.
3. Loss of and/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 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, banker's cards or cheques, 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.

## Item 11 - Delayed Baggage

### Cover

In the event that the **Insured Person's** personal baggage is temporarily lost by the carrier for more than 10 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 Item 10, Personal Baggage, **Business Items** and **Money**.

### Conditions applicable to Delayed Baggage

Receipts for such purchases must be provided.

## Item 12 - Personal Accident

### Cover

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

12a	Accidental Death	100% of Item 12
12b	Permanent Total Loss of Sight in One or Both Eyes	100% of Item 12
12c	Loss of One or More Limbs	100% of Item 12
12d	Permanent Total Loss of Speech	100% of Item 12
12e	Permanent Total Loss of Hearing in One Ear	25% of Item 12
12f	Permanent Total Loss of Hearing in Both Ears	100% of Item 12
12g	Permanent Total Disablement	100% of Item 12

### Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown below, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

Maximum Any One Occurrence Limit                      £1,000,000

### Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

### Conditions applicable to Personal Accident

1. **We** will not pay for more than one of the benefits covered under Items 12a – 12g in respect of the same **Accident**.
2. Where an **Insured Person** is a **Dependent Child**
  - (a) The sum insured for **Accidental** death shall be limited to £10,000
  - (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”
3. Where an **Insured Person** is **Your Corporate Guest(s)**, a **Sub-Contractor** or not one of **Your** employees
  - (a) The sum insured for Items 12a – 12g shall be limited to £25,000
  - (b) The definition for **Permanent Total Disablement** shall be amended to read as follows:  
“Disablement which entirely prevents the **Insured Person** from attending to 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.

### Exclusions applicable to Personal Accident

**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).
3. Under this Section for any **Insured Person** who is already Insured with **Us** under a Group Personal **Accident** or Group Personal **Accident** and **Illness Policy** held by **You**.

## Item 13 - 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 Hijack and Kidnap – (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 Hijack and Kidnap – (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.

## Item 14 - 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, Commonwealth & Development Office (FCDO) that an **Insured Person** or a class of persons which includes the **Insured Person** specifically leave the country they are in.
2. The **Insured Person** being expelled or declared persona non grata in the country they are in.
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's** usual **Country of Domicile**.
2. Evacuating the **Insured Person** to the nearest place of safety.

If the **Insured Person** is unable to return directly to their usual **Country of Domicile**, **We** will pay up to the sum insured shown in the **Policy** schedule for a maximum of 15 days or until such time as the **Insured Person** can be evacuated to their usual **Country of Domicile**, whichever occurs first, for reasonable and necessary expenses incurred for accommodation, transportation, food and the like.

### Conditions applicable to Political and Natural Disaster Evacuation Expenses

1. In the event of a claim under this section, **Ortus Assistance** 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 **Ortus Assistance**, then no claim will become payable under this section.

### Exclusions applicable to Political and Natural Disaster Evacuation Expenses

**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.
9. That exceeds the **Aggregate Limit** for any one event and in all during the **Period of Insurance**.

### 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**.

# Complaints Procedure

## We're Here to Help

If **You** are dissatisfied with our services, please reach out to **Us**. At Liberty Specialty Markets, **We** take complaints very seriously and are committed to addressing them fairly and efficiently. **We** aim to thoroughly investigate all issues raised and resolve them satisfactorily whenever possible.

## Questions or Concerns?

For any questions or concerns regarding **Your Policy** or the handling of a claim, please contact **Your Broker**, intermediary, or retail agent first.

## How to Make a Complaint

If **You** wish to file a complaint, **You** can do so either in writing or by phone using the contact details below:

Customer Outcomes Manager  
Liberty Specialty Markets  
20 Fenchurch Street  
London, EC3M 3AW  
United Kingdom

Phone: +44 (0)20 3758 0840  
Email: [complaints@libertyglobalgroup.com](mailto:complaints@libertyglobalgroup.com)

To expedite the process, please include the following information when submitting **Your** complaint:

- **Policy** number
- The name of the person or company from whom **You** purchased **Your** insurance
- A copy of **Your Policy** schedule
- A summary of **Your** complaint, including who **You** feel is responsible

Once **We** receive your complaint, **We** will acknowledge it in writing and provide a timeline for resolution.

**We** are committed to helping **Our** customers as much as possible. If there are any specific circumstances or requirements that **You** think **We** should know about, such as a disability, financial hardship, bereavement – or anything else, then please let **Us** know.

## If You're Still Dissatisfied

If **You** remain dissatisfied with **Our** response to **Your** complaint or if **Our** investigation takes longer than eight weeks, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service using the details below:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **You** are not based in the UK and wish to escalate your complaint to **Your** local dispute resolution service, please contact **Your Broker** for guidance on which organization can assist **You**.

## Lloyd's Policies Only

As **Your** policy is underwritten at Lloyd's, **You** may also contact the Lloyd's Complaints Team at any time:

Complaints  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA  
United Kingdom

Phone: +44 (0)20 7327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

The Lloyd's Complaints Team can act as a first point of contact and can also re-evaluate **Your** complaint if **You** are not satisfied with **Our** decision. If **Your Policy** is underwritten at Lloyd's, **You** may need to ask them to evaluate **Your** complaint before referring it to the Financial Ombudsman Service.

For detailed procedures regarding complaints at Lloyd's, please refer to the leaflet titled "Your Complaint – How We Can Help," which is available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints). If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer it to the Financial Ombudsman Service.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** or an **Insured Person** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Contact Details:

Telephone: 0800 678 1100 or +44 (0)20 7741 4100 (Lines are open Monday to Friday 08.30 to 17.00 excluding public holidays).

Address: PO Box 300, Mitcheldean, GL17 1DY

## Privacy Notice

How Liberty Uses **Your** Personal Data

Liberty takes the protection of **Your** personal data seriously and is committed to protecting **Your** privacy. In this notice, **Your** data refers to **You** and any **Member**.

There are a number of different companies within our group. The specific company which acts as the "data controller" of **Your** personal data will be the organisation providing **Your Policy** as set out in the documentation that is provided to **You**.

If **You** are unsure you can also contact Liberty at any time:

- a) by emailing us at [dataprotectionofficer@libertyglobalgroup.com](mailto:dataprotectionofficer@libertyglobalgroup.com), or
- b) by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

Where **You** provide Liberty or **Your** agent or **Broker** with details about another person or persons, **You** must provide this notice to that person or persons.

For Liberty to deliver insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, Liberty need to collect and process personal data. The type of personal data that is collected will depend on Liberty's relationship with **You**: for example as a policyholder, third party claimant or witness to an incident. **Your** information will also be used for business and management activities such as financial management and analysis. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, **Our** regulators, or fraud prevention agencies. Liberty also collect personal data about **Our** suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at [www.libertyspecialtymarkets.com/privacy-and-cookies](http://www.libertyspecialtymarkets.com/privacy-and-cookies) for further information on how **Your** personal data is used and the rights that **You** have in relation to the personal data Liberty hold about **You**.

Please contact Liberty using the details above if **You** wish to see the privacy notice in hard copy.

**Ortus Underwriting**  
**Registered Office: 15 Westferry Circus, London, E14 4HD**

**Company Number: 08142321**

**Version control number ORTUS GPAIBT 2026V1**