intact INSURANCE

Group Personal Accident and Annual Business Travel Insurance

Policy wording

This Policy is a contract between the Insured and Intact Insurance UK Limited (herein called the Company).

This Policy and any Schedule (including any issued in substitution) and any Endorsements and Policy Extensions should be read as if they are one document.

The Company's acceptance of this risk is based on the information presented to them as being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The Company will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

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Assistance Services supporting this Policy

This Intact Insurance policy is supported by a fully integrated, multilingual, in-house medical and security assistance third party specialist, Healix International.

The expert advice and assistance provided by Healix can be accessed as follows:

Telephone: +44 (0) 20 8763 3155

E-mail: intactinsurance@healix.com

The services can be accessed 24 hours a day 365 days a year

For your protection telephone calls may be recorded or monitored

A full description of their services supporting this Policy, both insured and uninsured, are as follows. Healix can quote for uninsured services on a direct basis, please email gsoc@healix.com quoting IntactInsurance21JP for a quotation.

Travel and Medical Assistance from Healix

Healix employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller.

We have customised the services Healix provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires travel or medical-related help, Healix's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

Healix Pre Travel Advice

Even before the Insured Journey commences Healix can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

For no additional cost, Healix can also provide basic information on remote, hostile and/or austere locations including:

- details of the principal medical facilities for a given location
- details of the nearest regional medical referral centre
- high level insights into the logistics, feasibility and challenges of medical provision, including repatriation/evacuation (except where an agent fee is incurred and then the information is available at the cost of that fee)

Should you or your organisation require more granular detail to form part of a formal risk assessment tailored to your specific deployment, Healix can provide at your expense, a personalised analysis of your destination. If this is of interest, please email gsoc@healix.com quoting IntactInsurance21JP for a quotation.

Healix Medical Assistance

The Insured or an Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of medical and dental providers throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

Healix Travellers Helpline

As well as medical assistance the Healix Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items where permitted
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to an airport in the UK
- uninsured domestic assistance for the duration of the Insured Journey - Healix will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person (with the exception of the cover provided under the Loss of Keys Special Extension to the Baggage Insurance Section) This service only applies where the Insured Person's home is in the UK
- emergency message relay to family

Identity Theft Helpline

Over the phone preventative advice, to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

To make a claim please go to page 26 for further information.

Bereavement Advice and Counselling following an Insured Person's death

Practical information and advice on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind and explain the role of the Coroner

Counselling following an insured Death or Disablement claim

With the prior written consent of the Company telephone or face to face counselling sessions are included as part of the claims service.

To make a claim for any of the Counselling benefits or for State Benefit Advice, please contact Intact Insurance claims as shown on page 26.

State Benefit Advice following an insured Disablement claim

Information and advice on the financial implications of long term absence from work due to injury

Information on entitlement to State Benefits

Travel and Security Assistance from Healix

Healix Security is a specialist global risk consultancy and crisis management company, providing advice and solutions that enable our Policyholders to manage and mitigate their business risks.

Recognised for their specialist expertise, innovative intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

Healix's security team offer a range of services to meet the spectrum of travel and personal security challenges, ensuring every Insured Person is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

Healix Travel Health & Security Advice Web Portal

The Healix Travel Health & Security Advice web portal, provides travellers with an online resource, giving up-to-date travel information on the countries they are visiting, including a comprehensive coronavirus advisory section.

This online portal is a central point of reference with detailed country dossiers covering a variety of topics, with medical and security risk ratings and summaries, country alerts, healthcare overviews, travel tips, vaccination requirements, medical briefings and much more.

To access this service please register at:

https://traveloracle.healix.com/IntactInsurance

1 Complete the registration form to create an account

2 Enter policy number **RSA1531522**

3 Click "Register"

If you encounter any difficulties registering, please email gsoc@healix.com for support.

Healix Emergency Security Assistance

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Personal Security Specialist Expenses Insurance Section

Assistance and support is given to our policyholders through

- In house expert crisis management and response consultants
- In house security analysts
- A global network of response teams and security professionals
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations.
- Dedicated hijack kidnap and detention teams
- A variety of in house specialist security service resources

Our Policyholders can also benefit from a suite of risk management services from Healix, quotes can be obtained direct for provision of the following:

- Employee traveller tracking
- Close protection and armed security provision
- Crisis management and incident response planning workshops
- Ground support and protective services
- Threat and risk assessments
- Site and project audits
- Embedded analysis & event monitoring
- Security training
- Crisis management
- Travel risk policy
- Counter-terrorism services
- Evacuation planning
- Investigations
- Risk reduction planning
- Medical Emergency Response Plans (MERP)
- Employee medical screening
- Medical consultancy

If this is of interest, please email gsoc@healix.com quoting IntactInsurance21JP for a quotation.

Intact Insurance Business Travel Assistance App

The Travel Assistance app, powered by Healix, is an essential risk reference tool for a global workforce, providing instant access to information on the countries they are travelling to.

The App provides:

- Direct line to 24/7/365 Intact Insurance assistance line
- Configurable travel alerts for your locations of interest
- Country risk profile information & risk ratings
- Travel heath safety & vaccination advice
- Interactive risk map
- Mayday alert emergency contact with real time tracking (when activated by the user)
- Secure storage of personal documentation and medical records to the phone
- Integrated traveller risk awareness e-learning course
- Medical briefings and world reports, written by medical experts documenting information about diseases and outbreaks from around the world

You can download the Intact Insurance Business Travel Assistance App from:

General Definitions

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section

Accident

A sudden unexpected unforeseen external and identifiable incident

Aircraft Accumulation

All Insured Persons travelling in any aircraft

Annual Salary

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained

Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

Baggage

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

Britain

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

Business Equipment

Business equipment belonging to the Insured and which is in the custody or control of the Insured Person at the time of the loss

Business

The Business description as detailed in the Schedule

Child

Any child of an Insured Person who is unmarried and dependent

A and under 18 years of age

B and under 25 years of age if in full-time education

C on the Insured Person due to reason of diagnosed permanent mental or physical disability

Corporate Event

Any event arranged and funded in whole or part by the Insured with the primary function of entertaining Directors Employees or Guests of the Insured in a business or leisure capacity

Director (including Partners and Members)

A A serving director (other than a non-executive director) of the Insured

i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom

ii) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom

B a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

C any person who has signed the partnership deed of the Insured

Employee

Any person under a contract of service or apprenticeship with the Insured excluding any Director

Evacuation

The necessary emergency evacuation of an Insured Person from a country or area within a country in which they are travelling other than their normal country of residence as recommended by

A the British Government via the Foreign and Commonwealth Office or

B any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling or

C the Company's security assistance provider Healix Security

Evacuation Expenses

The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured or the Insured Person in evacuating the Insured Person to their normal country of residence or the nearest place of safety

Guest

Any person whom the Insured consents to be covered under this Policy other than a Child Spouse or Visitor

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Insured Journey

As detailed in the Schedule

Insured Person

Any person or category of persons as detailed in the Schedule

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

A in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

B in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

Loss of Limb

A in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

B in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges

Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person or a member of the Insured Person's immediate family

Money and Credit Cards

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit debit charge cheque or bankers card issued in the Insured Person's country of residence to the Insured or the Insured Person provided that such Money and Credit Cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to or was in the custody and control of the Insured Person at the time of the loss

Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent or Biological Agent

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

Spouse

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

Terrorism

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

United Kingdom

England Scotland Wales and Northern Ireland

Visitor

Any person legally on the Insured's premises other than

A Directors or Employees of the Insured

B any other Insured Person more specifically insured under this Policy

C any Guest

D members of the emergency services

War

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

Definition of Operative Times

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section

24 Hour

At any time

Occupational Accidents Only

A While engaged on the Insured Person's occupation in the Business or

B as a result of Assault or

C at any time while travelling on the Business of the Insured Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey

excluding Commuting

Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary)

Away from Premises

While the Insured Person is travelling on the Business of the Insured and is not on any of the Insured's premises

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey whether the accident occurs in the course of the Insured Person's business duties or not

excluding Commuting

External Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal country of residence

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the Insured Person's country of residence

Insurance operates from the departure of the Insured Person from the Insured Person's residence or normal place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey

The duration of an External Journey shall not exceed 12 months unless otherwise agreed in writing with the Company

Internal Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal country of residence but only if the journey requires the Insured Person to obtain overnight accommodation or involves a rail journey or a flight

Insurance operates from the departure of the Insured Person from the Insured Person's residence or normal place of Business in their normal country of residence (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey

Holiday Travel

Any journey undertaken by the Insured Person which commences during the Period of Insurance other than on the Business of the Insured necessitating an overnight stay

Insurance operates from the departure of the Insured Person from the Insured Person's residence until arrival back at such residence at the end of the journey

Occupants of Vehicles

While the Insured Person is mounting into travelling in dismounting from undertaking roadside repair loading unloading or refuelling of any vehicle owned by the Insured or hired by the Insured or any vehicle being used as a temporary replacement for such vehicle including bodily injury following an Accident sustained in direct connection with such vehicle

Assault

While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured

Robbery

While the Insured Person is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted)

Inching and Crawling

While the Insured Person is working on the Insured's printing machinery as it is being inched or crawled

General Conditions

Acquisition Clause

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wageroll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide any additional information and pay any additional premium as may be reasonably required by the Company

Associated Companies

Where this Policy covers associated companies a list of these companies shall be provided to the Company

Cancellation of Terrorism or War Risks Cover

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured at the Insured's last known registered address The insurance in respect of any journey involving travel outside the Insured Person's normal country of residence which commences before the expiry of such notice shall not be affected

Consumer Credit Termination Clause

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to also terminate that linked loan agreement

Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- United Nations Resolutions;
- Trade and/or economic sanctions laws and/or regulations of the United Kingdom, European Union, United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

any activities that would be subject to a licence requirement under those laws and/or regulations in respect of transit and/or export control, unless such licence has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity

Law Applicable

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

Policy Cancellation

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known registered address

If the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

General Claims Settlement Conditions

Assignment
The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

Claims Notification
The Insured must provide notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

Evidence Required
In connection with any claim:

A all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;

B the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and

C no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B above.

Foreign Currency
Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on www.oanda.com on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with the Company

Interest
Other than where required by the Enterprise Act 2016 interest will not be added to any amount paid

Other Insurances
If any loss damage or expense covered by this Policy under the travel sections is also covered by any other insurance the Company will not seek contribution other than any amount recoverable from any transport provider

Other Interests
The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person or the property insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

Reasonable Care
The Insured and each Insured Person must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen

Third Party Contract Rights
No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

General Policy Exclusions

The Company will not pay any claim

1 which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence

2 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years

Personal Accident Insurance Section

The Cover
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Special Definitions applying to this Section

Benefits

Standard Scale
1 Death

2 Loss of two or more Limbs or Loss of both Eyes or one of each

3 A) Loss of one Limb or Loss of one Eye

B) Permanent total loss of speech

C) Permanent total loss of hearing

i) in both ears

ii) in one ear 30% of Benefit 3Ci)

4 Permanent Total Disablement from the Insured Person's usual occupation in the Business

5 Temporary Total Disablement from the Insured Person's usual occupation in the Business

6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business

Continental Scale
1 Death

2 Loss of two or more Limbs or Loss of both Eyes or one of each

3 A)	Loss of one Eye	100%
B)	Permanent and total loss of speech	100%
C)	Permanent and total loss of hearing	
i)	in both ears	100%
ii)	in one ear	30%

Loss by permanent physical severance or permanent and total loss of use of

D)	one Limb	100%
E)	one big toe	15%
F)	any other toe	6%
G)	one thumb	30%
H)	one forefinger	20%
I)	any other finger	10%

Permanent total loss of use of

J)	shoulder or elbow	25%
K)	wrist hip knee or ankle	22%

Removal by surgical operation of

L)	lower jaw	30%

The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

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

Where an amount is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages shall not exceed 100% of the amount for Benefit 3

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made

4 Permanent Total Disablement from the Insured Person's usual occupation in the Business

5 Temporary Total Disablement from the Insured Person's usual occupation in the Business

6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business

Disablement

Benefits 2 to 6

Definition of Operative Times

The Operative Time shown in the Schedule shall have the meaning as shown in the Definition of Operative Times

Maximum Incident Limit

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration of any one Incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident

Special Conditions applying to this Section

Benefits

A The Company will not pay in respect of any one Insured Person in connection with the same Accident

i) more than one of Benefits 1 to 4 and then

ii) not more than the Limit per Person shown in the Schedule in respect of any claim payable under any of Benefits 1 to 6 and the Special Extensions to this Section

B Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit

C The Company will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4

D i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident

ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident

Minors

If the Insured Person is under the age of 16 and not an Employee of the Insured

A The amount for Benefit 1 will be limited to £20,000

B Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind

C No amount will be payable under Benefit 5 or 6

Non-Employees

If the Insured Person is not a Director or Employee of the Insured Benefit 4 shall be defined as Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

Special Extensions applying to this Section

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1- 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Accident Medical Expenses

If during the Operative Time an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £25,000 any one Insured Person

Bereavement Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the Company to the Insured Person's Spouse or Child up to £250 per week up to a maximum £5,000 any one Insured Person

Catastrophe

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay to the Insured an additional 25% of the total Sum Insured payable relative to those five or more Directors or Employees subject to the Maximum Incident Limit and (inner limits where applicable) as detailed in the Schedule

Catastrophe Critical Response Counselling

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay necessary expenses with the Company's prior written consent for specialist counselling support services for any Director or Employee of the Insured up to a maximum £5,000

Coma Benefit

If during the Operative Time an Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they remain in a continuous unconscious state

Commuting Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person sustaining disablement from at least 50% of the Insured Person's usual occupation in the Business the Company will pay necessary expenses for additional commuting costs necessitated to aid the Insured Person's return to work at the Insured's request up to £250 per week up to a maximum £5,000 any one Insured Person

Corporate Hospitality

If during or whilst travelling directly to or from a Corporate Event any Guest of the Insured sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay up to £25,000 for Benefits 1 to 4 per Guest subject to a maximum any one Period of Insurance of £250,000

Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £5,000 any one Insured Person

Damage to Clothing and Baggage

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid and the Insured Person's clothing or Baggage is lost damaged or destroyed as a direct or indirect result the Company will pay the cost of replacement as new or repair up to £1,000 per Insured Person subject to this not being included in any claim under the Baggage Insurance Section

Dental and Optical Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of dental or optical expenses the Company will pay up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum of £2,500 any one Insured Person

Dependents Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay an additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000

Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000

Domestic Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred to employ the services of a chauffeur domestic help or other similar service provider

necessitated as a direct result of the Insured Person's disablement up to £100 per week to a maximum £10,000 any one Insured Person

Executor Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person

Facial Disfigurement

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears the Company will pay the following benefit

A	1 to 5 centimetres in length	£1,250
B	Over 5 centimetres in length	£2,500

per Insured Person subject to a maximum of £5,000

Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

Hospitalisation

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they are a hospital in-patient

Hospital Visiting Expenses

Where Hospitalisation is paid the Company will pay the necessary costs incurred by the Insured Person's Spouse and Child in respect of travel and accommodation expenses in visiting the Insured Person in hospital up to £100 per full 24 hours up to a maximum payment of £5,000 for the period spent as a hospital in-patient subject to these not being included in any claim under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

Paralysis

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis the Company will pay the following benefit

A	total loss of use of all four limbs bladder and rectum	£125,000
B	total loss of use of two legs bladder and rectum	£ 50,000

Recruitment Costs following Suicide

If during the Operative Time the Insured Person commits suicide and Exclusion 1 of the Personal Accident Insurance Section of this Policy is applied the Company will pay the necessary expenses incurred in engaging a replacement Director or Employee up to a maximum of £10,000 any one Insured Person

Relocation Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

Retraining

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid the Company will pay reasonable expenses incurred with the Company's prior written consent in retraining the Insured Person for an alternative occupation with the Insured up to a maximum of £25,000

Visitor Extension

If any Visitor to premises owned leased or operated (including temporarily occupied) by the Insured sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay up to £25,000 in respect of Benefits 1 to 4 per Visitor subject to a maximum any one Period of Insurance of £250,000

Exclusions to this Section

The Company will not pay any

Benefit where bodily injury following an Accident is the result of or is contributed to by

1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury

2 a) illness or disease (not resulting from bodily injury following an Accident)

b) any naturally occurring condition or degenerative process

c) any gradually operating process

d) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)

3 radioactive contamination (not resulting from bodily injury following an Accident)

4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause other than as provided under the Personal Accident Insurance Section - Nuclear Chemical or Biological Cause Extension

Personal Accident Insurance Section – Nuclear Chemical or Biological Cause Extension

The cover provided hereunder is an extension to the Personal Accident Insurance Section of this Policy but only where the Personal Accident Insurance Section of this Policy provides cover for an Operative Time of 24 Hour or Occupational Accidents Only or Occupational Accidents Only including Commuting and then for only those Category of Insured Persons with the aforementioned Operative Time

The Cover

If whilst on any Premises of the Insured the address of which has been declared to the Company at inception and at each subsequent renewal (other than Premises acquired throughout the Period of Insurance and which this Policy provides cover under the Acquisition Clause) an Insured Person sustains bodily injury following an Accident or contracts illness occasioned by any Nuclear Chemical or Biological Cause as a direct or indirect result of Terrorism which within 26 weeks is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Personal Accident Insurance Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

General Definitions applying to this Extension

The General Definitions applying to this Policy apply to this Extension with the exception of Incident which shall be amended below

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time within 50 metres of the Insured's Premises

Special Definitions applying to this Extension

The Special Definitions applying to the Personal Accident Insurance Section of this Policy apply to this Extension except as amended below

Disablement

Benefits 2 to 4

The following additional Special Definition applies to this Extension

Premises

Interior portion of a building with a singular identifiable address in Britain owned or leased by the Insured in the conduct of their Business

Special Conditions applying to this Extension

Special Conditions applying to the Personal Accident Insurance Section apply to this Extension

Special Claims Settlement Conditions applying to this Extension

The Special Claims Settlement Conditions applying to this Policy apply to this Extension except as amended below

Claims Notification

The Insured must provide written notification to the Company no later than 35 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Extension

Special Extensions to this Extension

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section - Nuclear Chemical or Biological Cause Extension Benefits 1- 4 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Bereavement Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the Company to the Insured Person's Spouse or Child up to £250 per week up to a maximum £5,000 any one Insured Person

Catastrophe Critical Response Counselling

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Insurance – Nuclear Chemical or Biological Cause Extension the Company will pay necessary expenses with the Company's prior written consent for specialist counselling support services for any Director or Employee of the Insured up to a maximum £5,000

Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £5,000 any one Insured Person

Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000

Executor Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death the Company will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person

Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person

Relocation Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident or contracts illness which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

Exclusions to this Extension

The Company will not pay

any Benefit where bodily injury following an Accident or illness is the result of or contributed to by

1 deliberate emission discharge release or escape from an aircraft of

   a) any nuclear weapon or device or

   b) any solid liquid or gaseous chemical agent and/or Biological Agent

   as a direct or indirect result of Terrorism as defined

2 a) the Insured Person taking an active part in the creation transportation use or release of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical and/or Biological Agent

   b) bodily injury that has not been diagnosed by a qualified Medical Practitioner within 28 days of the Insured Person's exposure to any Accident Incident event or circumstance

3 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury

Baggage Insurance Section

The Cover

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

The Company will pay

the cost of replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from any transport provider

Special Extensions applying to this Section

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Business Equipment

If during an Insured Journey Business Equipment is lost damaged stolen or destroyed the Company will indemnify the Insured for the cost of repair or replacement less Value Added Tax recoverable by the Insured up to £3,000

Delayed Baggage

In the event of the Insured Person's Baggage being lost for more than 4 hours the Company will reimburse the Insured on behalf of the Insured Person concerned up to £2,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss

Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home or car keys are lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the replacement of the lock mechanisms up to £500

Exclusions to this Section

The Company will not pay

1 more than £3,000 or the Sum Insured as detailed in the Schedule whichever is the lesser in respect of any one item pair or set

2 for loss or damage theft or destruction of Money and Credit Cards bonds negotiable instruments or securities of any kind

3 for loss or damage or destruction caused by

- a) atmospheric or climatic conditions or any other gradually operating cause
- b) any process of cleaning dyeing repairing or restoring
- c) delay confiscation or detention by order of any Government or public authority

4 for mechanical or electrical breakdown or derangement

5 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading

6 In respect of Business Equipment

- a) left in an unattended vehicle
- b) where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss

Special Services applying to this Section – please refer to page 4

Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

Essential Information Storage

The Intact Insurance Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 5

Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section

The Cover

If the Insured or the Insured Person is forced to

A Cancel an Insured Journey

B Curtail an Insured Journey

C Replace an Insured Person on an Insured Journey

D Rearrange to resume an Insured Journey

E Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will indemnify the Insured for

A deposits and advance payments (on a proportionate basis in respect of Curtailment)

B charges for transport

C charges for accommodation and sustenance

D any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable

The Company will pay

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

Exclusions to this Section

The Company will not pay

in respect of any claim as a result of

1 disinclination to travel

2 redundancy of the Insured Person or any of the Insured's Directors or Employees

3 the Insured's financial circumstances

4 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation

5 regulations made by any Government or public authority

6 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country

7 strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked

8 mechanical breakdown or failure of the means of transport on which the Insured Person is travelling or intends to travel unless it has been delayed by at least 2 hours

9 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

10 circumstances more specifically Insured under the Evacuation Insurance Section of this Policy

Evacuation Insurance Section

The Cover

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

The Company will pay

up to but not exceeding the appropriate Sum Insured in respect of any one Insured Person subject to the Incident Limit as detailed in the Schedule

Exclusions to this Section

The Company will not pay

in respect of any claim as a result of

1 the Insured or the Insured Person violating the laws or regulations of the country in which they are travelling

2 the Insured Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling

3 redundancy of the Insured Person or any of the Insured's Directors or Employees

4 the Insured's financial circumstances

5 Evacuation of nationals of the country involved

6 disinclination of the Insured Person to continue an Insured Journey

7 regulations made by any Government or public authority

8 Evacuation undertaken without the prior consent and agreement of the Company's security service provider Healix Security

9 circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy

10 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

Special Extension applying to this Section

Trauma Risk Management Counselling

If during the Period of Insurance any Insured Person is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Policy the Company will also pay necessary expenses incurred with the Company's prior written consent for trauma risk management counselling to be delivered by the Company's security services provider Healix Security up to £5,000 any one incident

Special Claims Settlement Condition applicable to this Section

1 The Company's security services provider Healix Security must be informed immediately of any incident event or circumstance likely to give rise to a claim

Hijack Kidnap and Detention Insurance Section

The Cover

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

The Company will pay

in respect of each Insured Person

A £300 for each day or part thereof

B the additional cost of travel and accommodation necessarily incurred as a direct result of the unlawful seizure of the Insured Person

C for expenses necessarily incurred in the engagement of the Company's security services provider Healix Security

D for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the Company

up to a maximum of £100,000 per Insured Person and £250,000 any one Period of Insurance

Exclusions to this Section

The Company will not pay

in respect of any claim as a result of

1 any fraudulent dishonest or criminal act of the Insured or the Insured Person

2 expenses incurred under C above without the prior consent and agreement of the Company's security services provider Healix Security

3 expenses incurred under D above without the prior consent and agreement of the Company

4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

5 expenses incurred under D above which are more specifically insured under the Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

Legal Expenses Insurance Section

The Cover

If an Insured Person sustains Injury during an Insured Journey the Company will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

The Company will pay

up to a maximum of £50,000 Any One Claim any one Insured Person

Special Definitions applying to this Section

Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

Arc Legal Assistance Ltd ("Arc") handle claims on behalf of the Company

Arc Legal Assistance Ltd is a third party service provider approved by Intact Insurance UK Limited

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Telephone: 0344 770 9000
Email: **claims@arclegal.co.uk**

Injury

Physical injury to or death disease or illness of the Insured Person

Legal Expenses

A Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings

B A Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which ARC has agreed and which is made in connection with any Legal Proceedings

Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their legal personal representatives in any Legal Proceedings

Legal Proceedings

The pursuit of a legal action in a civil court

Claims Settlement Conditions applying to this Section

Arbitration

If there is a dispute between the Insured Person and the Company or ARC about this Section of the Policy it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and ARC agree to If ARC cannot agree with the Insured Person to an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs If the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

Co-operation

ARC must be able to contact the Legal Personal Representative The Insured Person and the Legal Personal Representative must co-operate with ARC about developments concerning the Insured Person's case ARC must be able to have access to the Legal Personal Representatives files if ARC requests this The Insured Person owes the same obligation to ARC as to the Legal Personal Representative

Notification

The Company will have no liability in respect of Legal Expenses in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must inform ARC by filling in a claim form immediately that the Insured is aware of any occurrence or event that may give rise to a claim, and sending the claim form to ARC at the address shown. The Insured must give ARC a full and truthful account of the details of the claim. Until ARC have been told about the claim and ARC has given its agreement, the Company will not be responsible for any Legal Expenses

Payment of Bills

The Insured Person must send ARC all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them The Insured Person must confirm that any charges to be paid are acceptable and that ARC may pay the bill for the Insured Person If ARC asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for assessment or audit

Recovery

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses If the Company pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Company and the Insured Person will share any Legal Expenses that are recovered The Company and the Insured Person will each receive the same percentage as was paid

Selection of the Legal Personal Representative

1 Outside the European Union ARC shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representative

2 For claims within the European Union

i) Where Court papers have been issued (or received) or where there is a conflict of interest, the Insured Person is free to choose a suitably qualified Legal Personal Representative

In selecting the Legal Personal Representative the Insured Person shall have a duty to minimise the cost of Legal Proceedings

ARC may choose not to accept a Legal Personal Representative chosen by the Insured Person If this occurs ARC will explain why If there is a disagreement over the choice in these circumstances the Insured Person may choose another suitably qualified person and submit the name of that person to ARC for consideration

ii) In all circumstances except those described in 2) i) above ARC shall choose a Legal Personal Representative to act on the Insured Person's behalf

If the Insured Person's choice of Legal Personal Representative has to undertake work to familiarise themselves with the work already undertaken on the case the Insured Person will not be covered for this work to be done. The Insured Person must also confirm that their choice of Legal Personal Representative will not charge more than ARC's choice of Legal Personal Representative unless the Insured Person agrees to pay this difference personally

Any Legal Personal Representative is appointed in the Insured Person's name to act on behalf of the Insured Person

In the period before ARC agree that Legal Proceedings are necessary ARC reserve the right to seek to obtain a settlement on the Insured Person's behalf. The settlement will be subject to the Insured Person's agreement which the Insured Person will not unreasonably refuse or withhold

Settlement

The Insured Person must tell ARC if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having ARC's agreement beforehand. If the Insured Person does not accept a reasonable offer the Company may not continue to support the claim

Exclusions to this Section

The Company will not pay any Legal Expenses in respect of

1 any Legal Expenses incurred either prior to the granting of support by ARC or without ARC's written consent

2 costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons

3 Legal Proceedings between any Insured Person and the Insured or any other Insured Person

4 any claim where

a) there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable settlement or

b) a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in dispute

However where it is fair and reasonable to do so the Company may at ARC's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses

5 any costs relating to a claim or counterclaim made against the Insured Person by any other party

6 fines damages or penalties of any nature

7 any claim against ARC or the Company or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy

8 any claim arising out of any wilful deliberate reckless or intentional action taken by an Insured Person

9 Legal Proceedings undertaken in more than one country

10 any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the Insured Person

11 any Legal Proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law

12 the pursuit or defence of any action alleging defamation or malicious falsehood

13 the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to

a) the death disease or illness of or bodily injury to any person

b) the actual or alleged breach of any duty owed as a Director or officer of any company

c) the Insured's profession trade or occupation

d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage

14 Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights

15 any consequence of War

16 Terrorism occasioned by Nuclear Chemical or Biological Cause

Medical Expenses Repatriation and Emergency Travel Expenses Insurance Section

The Cover

If during an Insured Journey an Insured Person sustains bodily injury following an Accident or falls ill the Company will indemnify the Insured on behalf of the Insured Person in respect of Medical Expenses Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result

The Company will pay

up to the appropriate Sum Insured shown in the Schedule for all Medical Expenses Repatriation and Emergency Travel Expenses necessarily incurred in respect of any one Insured Person

Special Definitions applying to this Section

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges

A incurred on an External Journey and within two years of the date that the need for treatment first arises

B incurred within the Insured Person's normal country of residence on return from an External Journey for an amount not exceeding

i) £25,000 in respect of in patient charges

ii) £25,000 in respect of out patient charges

per Insured Person and incurred within three months of the Insured Person's return to their normal country of residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

Pregnancy or childbirth expenses are included but only if necessitated by

i) bodily injury following an Accident or

ii) incurred for pregnancy related illness or complications requiring emergency treatment

Emergency Travel Expenses

The additional cost of travel and accommodation and Repatriation necessarily and reasonably incurred during an Insured Journey upon the recommendation of Healix relative to

A the Insured Person

B any business colleague relative or friend who have necessarily to travel to or remain with or escort the Insured Person

less any saving by or recovery available to the Insured or Insured Person concerned

Repatriation

The necessary cost of transporting the Insured Person or their body or ashes and the Insured Person's Baggage and Business Equipment to their normal country of residence

Special Extensions applying to this Section

Funeral Expenses

If during the course of an External Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior written consent for funeral expenses

Hospitalisation

If during the course of an External Journey the Insured Person is admitted to a hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a hospital in patient

Repatriation of household goods

If during the course of an External Journey exceeding six months the Insured Person dies the Company will pay up to a maximum of £2,000 for the necessary cost incurred with the Company's prior written consent of repatriating household goods

Search and Rescue Costs

If during the course of an External Journey the Insured Person is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

A it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill

B weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

the Company will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred

Exclusions to this Section

The Company will not pay

1 for any Medical Expenses incurred in the Insured Person's normal country of residence other than as provided under Special Definition Medical Expenses B above

2 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment

3 any claim handled by Healix where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

Money and Credit Cards Insurance Section

The Cover

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

A an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money

B an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

Special Extension applying to this Section

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exclusions to this Section

The Company will not pay

1 for losses exceeding £3,000 or the Sum Insured as detailed in the Schedule whichever is the lesser in respect of coin bank and currency notes

2 for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities

3 any claim for loss of a Credit Card unless the Insured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so

Claims Settlement Condition applying to this Section

The Insured and each Insured Person will take all reasonable care to prevent loss and in the event of a loss all losses will be reported to the police or similar authority within 48 hours of discovery of the loss

Special Services applying to this Section – please refer to page 4

Identity Theft Helpline

Over the phone preventative advice to help an Insured Person safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

Essential Information Storage

The Intact Insurance Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 5

Personal Liability Insurance Section

The Cover

The Company will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

A Injury to any person

or

B loss of or damage to material property

happening during an Insured Journey

The Company will pay

A up to £5,000,000 for damages in respect of any one Event and

B claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and

C all other costs and expenses incurred with the written consent of the Company

Special Definitions applying to this Section

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Injury

Bodily injury mental injury death disease or illness

Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

Claims Settlement Conditions applying to this Section

Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

Notification

The Company will have no liability in respect of Personal Liability in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

Rights of Recovery

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

Exclusions to this Section

The indemnity will not apply to legal liability

1 arising out of

a) the Insured Person's profession trade or business

b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

c) War

2 in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

Personal Security Specialist Expenses Insurance Section

The Cover

If during an Insured Journey an Insured Person becomes involved in a Life-threatening Situation the Company will reimburse the Insured in respect of the costs necessarily incurred to employ the services of the Company's security services provider Healix Security in extricating the Insured Person from such Life-threatening Situation

The Company will pay

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

Special Definition applying to this Section

Life-threatening Situation

Any situation or event occurring on an Insured Journey where the Company's security services provider Healix Security agree that the Insured Person's life is potentially in danger

Special Conditions applying to this Section

A Healix Security must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim

B The Insured and Insured Person must provide Healix Security with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of Healix Security

C Any extrication must be organised by Healix Security who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an Insured Person if required

Exclusions to this Section

The Company will not pay

in respect of any claim as a result of

1 the Life-threatening Situation being directly due to circumstances within the control of the Insured or the Insured Person

2 any fraudulent dishonest or criminal act of the Insured or the Insured Person

3 circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation Insurance Section of this Policy

4 any claim handled by Healix Security where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured

Travel Delay Insurance Section

The Cover

If the departure (both original and subsequent) of the means of transport on which an Insured Person is booked to travel on an Insured Journey is delayed as a direct and necessary result of any cause outside the Insured or the Insured Person's control the Company will compensate the Insured on behalf of the Insured Person concerned for the inconvenience caused subject to the Incident Limit as detailed in the Schedule

The Company will pay

A £200 after the first 4 consecutive hours

B an additional £50 for each subsequent hour delayed

up to a maximum of £750 in respect of any one Insured Person

Exclusions to this Section

The Company will not pay if

1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked

2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country

3 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats

Travel Document Insurance Section

The Cover

If during an Insured Journey or the 120 hours immediately preceding its commencement the Insured Person loses or damages their passport visa travel tickets or other essential travel documents the Company will reimburse the Insured on behalf of the Insured Person for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the Insured Person to obtain replacement documents

The Company will pay

up to £2,000 any one Insured Person

Exclusions to this Section

The Company will not pay

1 if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery of the loss

Special Services applying to this Section – please refer to page 4

Identity Theft Helpline

Over the phone preventative advice to help an Insured Person to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

Essential Information Storage

The Intact Insurance Business Travel Assistance App can be used to securely store personal documents such as passports driving licence travel documents debit and credit card details and medical records See page 5

Claims Handling Process

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:
Accident and Health Claims
Profin Claims
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

Telephone: 0330 1024093

(dedicated Personal Accident and Business Travel claim telephone number open between 9am and 5pm Monday to Fridays excluding Bank Holidays)

Fax: 01403 232557

To request a claim form and all general email correspondence:
claims.accidentandhealth@intactinsurance.co.uk

For Legal Expenses claims please refer to page 19

Medical and Security Assistance

Telephone: +44 20 8763 3155
E-mail: intactinsurance@healix.com

The services can be accessed 24 hours a day 365 days a year.

For your protection telephone calls may be recorded or monitored.

For full details on Medical and Security Assistance please refer to pages 4 and 5 of this policy

Complaints Procedure

Our Commitment to Customer Service

At Intact Insurance we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: Intact Insurance
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Fair Processing Notice

At Intact Insurance UK Limited we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: www.intactinsurance.co.uk/privacy-notice/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
Intact Insurance
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

You may also email us at privacy@intactinsurance.co.uk.

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