

Travelcover for Schools

Travel Insurance

CHUBB®

Group Policy

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Insurance agreement

Thank you for choosing this Policy which is underwritten by Chubb European Group SE.

This Policy pays benefits in accordance with this Policy wording and has been made available to **Insured Persons** and **Policyholders** through the **Group Policyholder**. The **Group Policyholder** (as specified in the **Group Policy Schedule**) and **Chubb** agree that the **Group Policyholder** shall pay the **Premium** as agreed. The **Group Policy Schedule** and this Policy wording constitute the full terms and conditions of the insurance with **Chubb**. The **Group Policyholder** acknowledges that **Chubb** has offered this Policy and calculated the **Premium** using the information which they have asked for and the **Group Policyholder** has provided, and that any change to the responses provided by the **Group Policyholder** may result in a change in the terms and conditions of this Policy and/or a change in the **Premium**.

The **Group Policyholder** should check over this Policy wording and **Group Policy Schedule** carefully to ensure they are correct and meet the **Group Policyholder's** requirements, and notify **Marsh** immediately, if anything is incorrect, as this could affect Policy cover in the event of a **Claim**. The **Group Policyholder** should keep these documents in a safe place and should make them available to the **Insured Persons** and **Policyholders**, telling them where the documents can be viewed. The **Group Policyholder** must tell **Chubb** if either their insurance needs or any of the information they have given **Chubb** changes. A change in circumstances may affect Policy cover, even if the **Group Policyholder** does not think a change is significant, and **Chubb** may need to change this Policy. **Chubb** will update this Policy and issue a new **Group Policy Schedule** each time a change is agreed.

Important Information

Contact Us

If you need details in Large Print, Braille, or Audio please call us on 0345 841 0056 for details.

If you have a hearing or speech impairment and would like to speak to Chubb and have a textphone available, you can do so by using the Action on Hearing Loss Next Generation Text service. This is available 24 hours a day, seven days a week and allows customers to contact us via a Text Relay Operator who will relay instructions and other requests verbally to us.

To use the Next Generation Text service, you must have access to a textphone or a

smartphone with a compatible operating system, tablet, laptop or PC with an internet connection.

To use the Next Generation Text service, just dial 18001 and then our number - once the call is connected, a Text Relay Operator will join the call to relay the message. Our responses will then appear as text on your textphone, smartphone, tablet, laptop or PC. For the Next Generation Text service, please call: 18001 0345 841 0056.

Information for Travellers

Important Phone Numbers

Please make a note of the following phone numbers or add them to your mobile; you may need them in an emergency or if you need to make a claim. If during the **Period of Insurance** you require medical or personal assistance or advice during a **Journey**, you should in the first instance call **Chubb Assistance**.

Chubb Assistance

Medical Emergency and Referral Services and Personal Assistance Services

From outside the UK on
+44 (0) 20 3282 0107

From within the UK on
020 3282 0107

in respect of:

- Medical Expenses;
- Medical advice, referral or treatment;
- Emergency repatriation;
- Local payment of hospital bills; or
- Replacement of essential maintenance medication or drugs

Claims

From outside the UK on
+44 (0) 1444 335 170

From within the UK on
01444 335 170

Pre-Travel Information

During the **Period of Insurance** you may call **Chubb Assistance**:

From outside the UK on
+44 (0) 20 3282 0107

From within the UK on
020 3282 0107

For pre-travel information on:

- Business and social customs
- Political situations
- Medical advice and medical facilities overseas
- Health precautions, including vaccinations
- Visa and entry permit requirements
- Currency
- Banking hours
- Time zones
- Climate
- Driving restrictions

Helpful hints for your insurance

- Do take copies of your policy docs on your journey
- Do report any loss or theft to the hotel or local police and get a report from them
- Do keep valuables safe (e.g. in a safety deposit box)
- Don't leave valuables lying around or in view of other people
- Do leave yourself enough time to get to the airport, park, and get through security
- Remember to allow time for delays in traffic or travel
- Do contact us if you have a change in health that may lead to you having to cancel or alter your journey
- Do contact us for advice before

incurring costs that you would seek to subsequently claim for under this policy.

Immunisations

You may need extra immunisations when travelling abroad. Check whether you do before travelling by visiting www.nhs.uk/healthcareabroad or see a copy of the health advice for travellers information leaflet which is available at your local Post Office.

EHIC

If you intend to travel to Europe (all EU countries plus Iceland, Liechtenstein, Norway and Switzerland) you should obtain a Global Health Insurance Card (GHIC) and take it with you when you travel. European Health insurance Cards (EHIC) will still be valid until the card expires at which point you should apply for the new GHIC replacement.

Both the EHIC or GHIC will allow you to benefit from the reciprocal health arrangements, which exist with these countries and, if you have a valid **Claim** for Medical Expenses under this Policy, **Chubb** will not deduct the **Excess** where the cost of your **Claim** has been reduced by your using your EHIC or GHIC.

You can get more information about the EHIC and GHIC, and how to apply for GHIC:

Online at: www.nhs.uk/ghic

By phone: 0300 330 1350

By post: Forms available online

Foreign, Commonwealth & Development Office (FCDO)

If the FCDO issue advice against all travel or all but essential travel to your Journey's destination after you have booked your trip, this insurance does not cover any expenses which under the terms of any relevant contract, law or regulation are recoverable (whether successful or not) from the tour operator, travel provider, airline, hotel or other service provider, or otherwise from a compensation scheme.

Eligibility

The categories of **Insured Persons** are described in the Schedule of Benefits.

Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All General Policy definitions are applicable to this Policy as a whole, and are detailed on pages 9 to 13 in this Policy document. Definitions that are relevant only to individual Sections are located and contained in the appropriate Section.

Our Regulators

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG

is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

Complaints Procedures

Chubb is dedicated to providing a high quality service and wants to maintain this at all times. If the **Group Policyholder**, a **Policyholder** or an **Insured Person** feels that a first class service has not been offered or a complaint must be made regarding this Policy please contact:

- a. In the event of a complaint relating to a sale:

Marsh Limited, Education Practice

Postal Address
Marsh Limited
Education Practice
4 Milton Road
Haywards Heath
West Sussex
RH16 1AH

T +44 (0) 1444 458 144
E schools.uk@marsh.com

- b. In the event of a complaint relating to a claim:

The Customer Relations Manager,
Chubb

Postal Address
Chubb European Group SE
PO Box 682
Winchester
SO23 5AG

T 0800 519 8026 (calls are free from a UK landline or mobile)
T +44 (0) 141 285 2999 (International)
E customerrelations@chubb.com

- c. The Financial Ombudsman Service (FOS) may be approached for assistance if there is still dissatisfaction with the final decision from Marsh Limited or **Chubb**. The FOS's contact details are given below. A leaflet explaining the procedure is available on request.

Postal Address:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

T +44 (0) 800 023 4567 (calls are free from a UK landline or mobile)
T +44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile)
E complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

The existence of these Complaints Procedures does not reduce the **Insured Person's** statutory rights relating to this Policy and does not affect the **Insured Person's** right to take legal action against **Chubb**.

Data Protection

The Personal Information You Provide

Chubb uses personal information which the **Group Policyholder**, the **Policyholders** or the **Insured Persons** supply to **Chubb** or, where applicable, to the **Group Policyholder's** insurance broker, in order to write and administer this Policy, including any **Claims** arising from it.

This information will include basic contact details such as **Policyholders'** or **Insured Persons'** names, addresses, and policy number, but may also include more detailed information about **Policyholders** or **Insured Persons** (for example, their age, health,

details of assets, claims history) where this is relevant to the risk **Chubb** is insuring, services **Chubb** is providing or to a **Claim** the **Policyholder** or the **Insured Person** is reporting.

Chubb is part of a global group, and **Policyholders'** or **Insured Persons'** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store **Policyholders'** or **Insured Persons'** information. **Chubb** also uses a number of trusted service providers, who will also have access to the **Group Policyholder, Policyholders'** and **Insured Persons'** information including personal information subject to **Chubb's** instructions and control.

Policyholders and **Insured Persons** have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This Section represents a condensed explanation of how we use personal information. For more information, **Chubb** strongly recommends the **Group Policyholder, Policyholders** and **Insured Persons** read its user-friendly Master Privacy Policy, available here: <https://www.chubb.com/uk-en/footer/privacy-policy.aspx>. The **Group Policyholder, Policyholders** and **Insured Persons** can ask us for a paper copy of the Privacy Policy at any time, by contacting **Chubb** at <mailto:dataprotectionoffice.europe@chubb.com>.

Financial Services Compensation Scheme

In the unlikely event of **Chubb** being unable to meet our liabilities, **Policyholders** who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme. Further information can be obtained from **Chubb** or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL 17 1DY

Tel 0800 678 1100 or 020 7741 4100
Website: www.fscs.org.uk
On-Line Form: <https://claims.fscs.org.uk/>

General Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, the **Group Policy Schedule**, Schedule of Benefits, endorsements or memoranda and are shown by using bold text and capital letters.

Accident / Accidental

A sudden, external and identifiable event that happens by chance and could not be expected, or unavoidable exposure to severe weather.

Air Sports

Air sports including but not limited to: ballooning; bungee-jumping; gliding; hang-gliding; micro lighting; parachuting; paragliding (including beach paragliding); or parasailing.

Aggregate Limit

The maximum amount that **Chubb** will pay for all **Claims** relating to cover under each section where stated in the **Group Policy Schedule**.

Associate Company

A company or organisation of the **Group Policyholder**, the name of which has been advised to and accepted by **Chubb**.

Benefit Amount

The maximum amount **Chubb** will pay based on the level of cover stated in the Schedule of Benefits, and this Policy.

Bodily Injury

Injury to an **Insured Person** which happens while this Policy is in force; which is caused only by an **Accident** and on its own leads to death or disablement, within 24 months of the **Accident**.

Business

The business of the **Group Policyholder** as declared to **Chubb**.

Business Equipment

Equipment used primarily for **Business** purposes, which is the property of the **Group Policyholder**, or for which the **Insured Person** is responsible and which is taken on or acquired during a **Journey** by them.

Child / Children

Any person under 18 years of age or under 23 years of age if in **Full Time Education**.

Chubb

Chubb European Group SE.

Chubb Assistance

The assistance services arranged by **Chubb**.

Claim

A single loss or a series of losses **Due to** one cause insured by this Policy.

Communicable Disease

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

Director

Any person holding the position of director or company secretary with the **Group Policyholder** but not non-executive director unless otherwise agreed in writing with **Chubb**.

Doctor

A doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice other than:

- a. the **Insured Person**; or
- b. a **Partner** or member of the immediate family of the **Insured Person**; or
- c. an **Employee** or **Director** of the **Group Policyholder**; unless approved by **Chubb**.

Due to

Directly or indirectly caused by, arising from or in connection with.

Effective Time

The time during a **Period of Insurance** when an **Insured Person** is covered, as detailed in the **Group Policy Schedule**.

Employee(s)

Any person(s) under a contract of service or apprenticeship or under a work experience scheme with the **Group Policyholder**.

Excess

The first amount of a **Claim**, expressed as a monetary amount or a percentage of the loss, which the **Policyholder** or **Group Policyholder** must bear.

Full Time Education

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

- a. full-time study; or
- b. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Group Policy Schedule

The document issued to the **Group Policyholder** by **Chubb**, detailing the **Insured Person's** cover and other important information.

Group Policyholder

The person, firm, company or organisation named as the **Group Policyholder** in the **Group Policy Schedule**.

Group Journey

All **Journeys** organised for a common trip or purpose and authorised by the **Group Policyholder** or **Participating School** during the **Period of Insurance**.

Hijack

The unlawful seizure or taking control of an aircraft or conveyance in which the **Insured Person** is travelling.

Hospital

An establishment which:

- a. exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-patient** basis under the supervision of **Doctor(s)** one or more of whom is available for consultation at all times; and
- b. provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; or
- c. provides full-time nursing service by and under the supervision of nursing staff;

This does not include a special unit or a place existing primarily:

- a. for the treatment of psychiatric disease or sub-normality;
- b. for the care of the aged, drug addicts or alcoholics; or
- c. as a health hydro or nature cure clinic, a long-term nursing or long-term convalescent home, extended care facility, rest-home or hospice.

Hospital Stay

Admission to a **Hospital** as an **In-patient** on the advice of, and under the regular care and attendance of a **Doctor**.

Immediate Family Member

An **Insured Person's** Partner or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, grandchild, stepbrother, step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of an **Insured Person**, or anyone noted as next of kin on any legal document and not any Person Insured.

In-patient

An **Insured Person's Hospital Stay** as a resident bed patient, for which a clinical case record has been opened and which is necessary for the medical care, diagnosis and treatment of injury or illness covered by this Policy and not merely for any form of nursing, recovery, rehabilitation, rest, or extended-care.

Insured Person

Any person or category of persons shown in the **Group Policy Schedule**.

Journey

Any trip (or in respect of individual trip travel, 'the declared trip'), other than a period of **Secondment** over 12 months undertaken by an **Insured Person** with the authorisation of the **Participating School** during the **Period of Insurance** and including:-

- a. an additional period of up to 31 days necessary to complete the trip in which the **Insured Person** is taking part (by return to the official place of dispersal of the trip or by return to the **Insured Person's United Kingdom** address) subject to the **Insured Person** being delayed in the course of the trip by unforeseen circumstances beyond their control

- and provided all reasonable action is taken to minimise delay; and
- b. any trip undertaken by an **Insured Person** to travel directly from the **Insured Person's United Kingdom** home address to the place of official assembly at the commencement of the trip and travel directly from the official place of dispersal to the **Insured Person's United Kingdom** home address upon completion of the trip.

Kidnap

The illegal abduction and holding hostage of the **Insured Person** for the purpose of demanding payment of extortion/ransom monies as a condition of release. A kidnap in which more than one **Insured Person** is abducted shall be considered a single kidnap.

Marsh

Marsh Limited - Education Practice
4 Milton Road, Haywards Heath
West Sussex, RH16 1AH

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 2004 and any statutory amendment modification or re-enactment of it.

Partner

- a. An **Insured Person's** spouse; or
- b. an **Insured Person's** civil **Partner**, registered pursuant to the Civil Partnership Act 2004; or
- c. someone of either sex with whom an **Insured Person** is living as though they are their spouse or civil partner at the time of the occurrence which

is the subject of a **Claim** under this Policy.

Participating School

A school within the jurisdiction of the **Group Policyholder** stated in the **Group Policy Schedule** and which has been declared to **Chubb** by the **Group Policyholder**.

Period of Insurance

The period between and inclusive of the dates shown From: and To: in the **Group Policy Schedule** commencing at 00.01 hours on the earliest date shown and expiring at 24.00 hours on the latest date shown. Both dates and times refer to local standard time at the address of the **Group Policyholder** as shown in the **Group Policy Schedule**.

Personal Belongings

Personal articles which are the property of the **Insured Person**, or for which they are responsible and are taken on or acquired during the **Journey**.

Policyholder

Any person or category of persons described as an **Insured Person** in the **Group Policy Schedule** or, in respect of **Insured Persons** under the age of 18 years, the **Parent or Legal Guardian** of such **Insured Person**.

Premium

The amount stated in the **Group Policy Schedule** in respect of the specified **Period of Insurance** or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of this Policy.

Pupil

Any person in **Full-Time Education** who is enrolled to attend classes at a **Participating School**.

Secondment

A posting made by the **Policyholder** that requires a **Director** or **Employee** to live and work outside of the **United Kingdom** for a temporary and specified period not exceeding 12 months.

United Kingdom

England, Scotland, Wales and Northern Ireland, including the Isle of Man and the Channel Islands, for the purposes of this insurance.

War

Armed conflict between nations, invasion, act of foreign enemy, civil war, or taking power by organised military force.

Winter Sports

Skiing (including skiing outside the area of the normal compacted snow or ski-slope, i.e. off-piste, but only whilst accompanied by a guide or ski instructor), tobogganing and snow-boarding.

NOTE: Definitions relevant only to the individual Sections are located and contained in the appropriate Section.

Policy Conditions

In addition to these Policy Conditions there may be Specific Conditions relevant to individual Sections and

sub-Sections of this Policy. These are shown in the appropriate Sections or sub-Sections.

Acquisitions

If during the **Period of Insurance** the **Group Policyholder** acquires or creates a subsidiary or **Associate Company** either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or **Associate Company** from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 20% from the information upon which the **Premium** at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean the numbers of **Insured Persons**.

If the revised underwriting information varies by more than 20% **Chubb** agrees to provide cover from the date of creation or acquisition of such subsidiary or **Associate Company**, for a period of 30 days during which time the **Group Policyholder** shall provide any additional information as **Chubb** may require and pay such additional **Premium** as may become due. Otherwise, **Chubb** agrees to provide cover for such subsidiary or **Associate Company** from the date that the revised underwriting information is provided.

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted)

such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition to any right of action against **Chubb**.

Assignment

Subject to the Policy Conditions headed 'Claims provisions', the benefits under this Policy may not be assigned by the **Group Policyholder** or the **Policyholder** and **Chubb** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

Bank Charges

Chubb shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a **Claim**.

Cancellation

The **Group Policyholder** may cancel this policy at any time.

This Policy could be cancelled if the **Group Policyholder**, a **Policyholder**, or an **Insured Person** if applicable, have knowingly provided incomplete, false or misleading information that **Chubb** has asked for during the Policy application process, at any time whilst this Policy is in force, or in respect of a **Claim**.

In respect of policies on a pre-paid annual basis, the **Group Policyholder** may cancel this Policy by giving **Chubb**

30 days' notice in writing and cover for all **Insured Persons** will cease from the end of the notice period. The **Group Policyholder** is responsible for informing all **Insured Persons** of cancellation. Provided no **Claims** have been made during the **Period of Insurance** a pro-rata return **Premium** will be paid.

Changing Cover

- a. The **Group Policyholder** may, during the **Period of Insurance**, add or delete **Insured Persons** from this Policy. The **Group Policyholder** may not make any other changes to this Policy except where specifically agreed in writing by **Chubb**.
- b. **Chubb** reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons. If this happens, **Chubb** will write to the **Group Policyholder** with details of the changes at least 30 days before they make them. It is the responsibility of the **Group Policyholder** to inform **Insured Persons** of such changes. Any changes **Chubb** make will be the same for all **Insured Persons** under this Policy. **Chubb** will not make changes that only apply to a particular **Insured Person**.

Choice of Law

Unless agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction

in any dispute unless the **Group Policyholder** is registered within Scotland, Northern Ireland, or the Isle of Man, in which case the Law of Scotland, Northern Ireland, or the Isle of Man (as applicable) and the Scottish, Northern Irish, or Isle of Man courts (as applicable) alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

Contracts (Rights of Third Parties) Act

A person who is not a party to this Agreement including specifically any **Insured Person** or **Policyholder** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy except where such rights exist apart from the operation of the Contracts (Rights of Third Parties) Act 1999.

Hijack / Kidnap

If an **Insured Person** is the victim of **Hijack** or **Kidnap** the insurance provided by this Policy for such **Insured Person** shall continue for a period not exceeding 12 months from the date of the **Hijack** or **Kidnap** until such time as the **Insured Person** has returned to their place of residence.

Interest

No sum payable by **Chubb** under this Policy shall carry interest unless payment has been unreasonably delayed by **Chubb** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Chubb**, it will be calculated:

a. From the date of final receipt of

- such certificates, information or evidence; and
- b. at the base rate established by the Bank of England on such date.

Disclosure

In the event of a fraudulent breach of the duty of fair presentation by the **Group Policyholder**, an **Insured Person** or a **Policyholder**;

- a. If the breach is before this Policy is entered into, **Chubb** may avoid this Policy and refuse all **Claims**, and need not return any of the **Premiums** paid by the **Group Policyholder**.
- b. If the breach is in relation to a variation of this Policy, **Chubb** may treat this Policy as if the variation was never made and need not return any of the **Premiums** paid in respect of the variation, in respect of the **Group Policyholder**.

It is agreed that in the event of a breach of the duty of fair presentation by the **Group Policyholder**, an **Insured Person** or a **Policyholder**, which is not fraudulent, **Chubb** irrevocably waives all and any rights and remedies it has/ may have as a result of the breach of the duty of fair presentation including, for the avoidance of doubt, any remedy that would have been available under the Insurance Act 2015. It is for **Chubb** to show that a breach was fraudulent.

For the purposes of this clause, the phrase “duty of fair presentation” shall have the same meaning as given to it in the Insurance Act 2015.

Providing Information to Insured Persons

The **Group Policyholder** must provide a copy of the Insurance Product Information Document (IPID) to all **Insured Persons** and must also make this Group Policy wording and **Group Policy Schedule** available too, stating where the documents can be viewed.

Other Taxes and Costs

Chubb is required to notify **Insured Persons** and the **Group Policyholder** that other taxes or costs may exist which are not imposed or charged by **Chubb**.

NOTE: Conditions relevant only to the individual Sections are located and contained in the appropriate Section.

Policy Exclusions

Chubb will not be liable for payment of any benefit for **Bodily Injury**, loss or expense **Due to:**

1. The **Insured Person's** needless self-exposure to danger except in an attempt to save human life;
2. **War**, whether declared or not, in the **United Kingdom**;
3. Any actual or suspected **Communicable Disease** which results in restrictions impacting a **Journey** being introduced or made by any travel or accommodation provider or any government or governmental body. This Policy Exclusion does not apply to **Claims** under Section B1: Medical and other Expenses
4. Any expenses which are recoverable (whether successful or not) by an **Insured Person, Policyholder, Group Policyholder** or **Participating School** from:
 - a. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
 - b. any compensation scheme;
5. Devaluation of currency or shortages due to error or omission during monetary transactions;
6. Any illegal act of an **Insured Person**;
7. Misuse of alcohol or solvents by an **Insured Person**;
8. Drugs ingested by an **Insured Person** except for drugs that are properly prescribed;
9. The **Insured Person** driving a vehicle of any kind whilst the alcohol level in their blood exceeds the legal limit of the country where they are driving;
10. Air travel, unless the **Insured Person** is travelling as a fare-paying passenger in a fixed wing aircraft, which is provided by a licensed airline or air charter company;
11. Participation in:
 - a. **Air Sports**; or
 - b. motor cycling, other than in respect of mopeds or scooters hired during a **Journey**; or
 - c. quad biking; or
 - d. go-karting; or
 - e. racing or speed or endurance tests of any kind, other than on foot, rowing or yachting in a boat up to 10 metres in length and within coastal waters;
 - f. paid manual work.

12. Participation in:
 - a. mountaineering or rock climbing involving the use of ropes or guides; or
 - b. hiking, trekking or mountaineering above 4,000 metres; or
 - c. pot-holing; or
 - d. caving necessitating the use of caving equipment; or
 - e. diving involving the use of external breathing equipment (e.g. scuba diving); or
 - f. jet skiing, white water rafting, snow mobilising or snow tubing;

(This Policy Exclusion does not apply to any **Journey** undertaken within the **United Kingdom** where the activity forms part of the **Participating School's** organised trip itinerary);
13. Participation in competitive **Winter Sports** (including, but not limited to ski or bob racing, mono skiing ski jumping, ski boarding, ice hockey or the use of bobsleighs or skeletons);
14. Participation in **Winter Sports**, other than skating or curling (this Policy Exclusion does not apply if the **Winter Sports** Extension is stated as 'Included' in the **Group Policy Schedule**).
15. **Chubb** will not pay any **Claims** which would result in them being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America. An **Insured Person** should contact **Chubb** Customer Services Team on 0800 519 8026 for clarification of Policy cover for travel to countries which may be

subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America.

Applicable to US Persons only :
 Policy cover for a **Journey** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any **Claim** from a US Person relating to Cuba travel, **Chubb** will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, Partnership, association, or other organisation, wherever organised or doing business, which is owned or controlled by such persons.

NOTE: Exclusions relevant only to the individual Sections are located and contained in the appropriate Section.

Claims provisions

Notification of a Claim

On the happening of any occurrence likely to give rise to a **Claim** under this Policy notice shall be given to Marsh Limited, Education Practice within 60 days or as soon as reasonably possible after the date of the occurrence. Please quote the Policy Number.

Postal Address:
The Claims Section
Marsh Limited
Education Practice
4 Milton Road
Haywards Heath
West Sussex
RH16 1AH

T +44 (0) 1444 335 170
E epg.claims@marsh.com

Information Chubb may need about a Claim

The **Group Policyholder**, an **Insured Person** or a **Policyholder** shall at its own expense provide **Chubb** such certificates, information and evidence as **Chubb** may from time to time reasonably require in the form prescribed by **Chubb** in order to action a relevant **Claim**. **Chubb** will need to be sent any medical certificates or other documents, which they ask for. **Chubb** will not pay for these.

Fraudulent Claims

1. If the **Group Policyholder**, makes a fraudulent **Claim** under this Policy:
 - a. **Chubb** is not liable to pay the

Claim and any sums paid by **Chubb** in respect of the **Claim** are to be refunded; and

- b. in addition, **Chubb** may by notice to the **Group Policyholder** treat the Policy as having been terminated with effect from the time of the “fraudulent act”, which means the behaviour that makes a **Claim** fraudulent.
2. If **Chubb** does treat this Policy as having been terminated:
 - a. it may refuse all liability to the **Group Policyholder** under the Policy in respect of a relevant event occurring after the time of the fraudulent act (“relevant event” refers to whatever triggers **Chubb's** liability under the Policy);
 - b. it need not return any of the **Premiums** paid under the Policy; however
 - c. such termination does not affect the rights and obligations of the parties to the Policy with respect to a relevant event occurring before the time of the fraudulent act.
 3. Where a **Policyholder** or an **Insured Person** makes a fraudulent **Claim** under this Policy, paragraphs 1 and 2 above apply to the **Claim** as if the cover provided for that **Insured Person** were provided under an individual contract between **Chubb** and that **Insured Person**, such that:
 - a. **Chubb's** rights under paragraphs 1 and 2 above are exercisable only in relation to the cover provided for that **Insured Person**; and
 - b. the exercise of any of those rights does not affect the cover provided under the Policy for

- anyone else.
4. Accordingly:
 - a. where a **Policyholder** or an **Insured Person** makes a fraudulent **Claim** under this Policy:
 - i. **Chubb** is not liable to pay the **Claim** and any sums paid by **Chubb** in respect of the **Claim** are to be refunded by the ultimate recipient of such sums;
 - ii. in addition, **Chubb** may by notice to the **Group Policyholder** and the relevant **Policyholder** or **Insured Person** treat the Policy as having been terminated in respect of that **Insured Person** with effect from the time of the fraudulent act;
 - b. if **Chubb** does treat the Policy as having been terminated in respect of the relevant **Insured Person**, paragraph 2 shall apply as if it referred to that **Insured Person** instead of the **Group Policyholder**.

Co-operation

The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury**:

1. obtain and follow the advice of a **Doctor**; and
2. the **Insured Person** must agree to a medical examination if **Chubb** ask for it. **Chubb** will pay for this and, where agreed, offer reasonable transportation costs.

The **Insured Person** may be required

to meet with external third parties, approved by **Chubb**, to substantiate their **Claim**.

Chubb may insist on a post-mortem examination if the law allows them to ask for one. **Chubb** will pay for this.

Currency

Claims involving foreign currency will be converted into the currency in which the **Premium** and **Benefit Amounts** /indemnity limits are stated, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the incident giving rise to the **Claim**.

Paying Claims

In the event of a **Claim** **Chubb** will deal with it based on the cover details shown in this Policy wording and **Group Policy Schedule** sent to the **Group Policyholder**, which is in force at the time of the occurrence leading to the **Claim**.

All benefit payments on valid **Claims** will be paid in GBP (£) and will be paid into the **Insured Person's** or the **Policyholder's** bank account.

Chubb will deal with all **Claims** as follows:

1. **Chubb** will pay the **Benefit Amount** for **Accidental** death to the estate of the deceased **Insured Person** and the receipt given to **Chubb** by the personal representatives shall be a

full discharge of liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**.

2. If the **Insured Person** is age 18 years or over **Chubb** will pay the **Benefit Amount** or assessed percentage or reimbursement to the **Insured Person** and their receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**, reimbursement or the assessed percentage.
3. If the **Insured Person** is under age 18 years **Chubb** will pay the **Benefit Amount** or assessed percentage or reimbursement to the **Parent or Legal Guardian (Policyholder)** of such minor, for the benefit of that minor. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount** or reimbursement.
4. Other than Sections and sub-Sections of this Policy where the **Benefit Amount** is payable to the **Group Policyholder** for the benefit of the **Group Policyholder**, any **Benefit Amount** paid by **Chubb** to the **Group Policyholder** for the benefit of a **Policyholder** or other specified person(s) must be paid by the **Group Policyholder** to such **Policyholder** or specified person(s) to the extent that they have suffered **Bodily Injury**, loss or expenses or are otherwise entitled to benefit from this Policy.

The Cover

The cover provided by this Policy will apply only if a **Benefit Amount** is stated in the relevant Section in the **Group Policy Schedule**.

Section A. Injury

If during a **Period of Insurance** and whilst on a **Journey** an **Insured Person** has an **Accident** which causes **Bodily Injury**, **Chubb** will pay the **Benefit Amounts** stated in the Schedule of Benefits for Items 1, 2, 3, 4 and 5 below.

1. **Accidental death**
Where **Bodily Injury** results in **Accidental death** **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits. This **Benefit Amount** will only become payable on production of the final death certificate.
2. Where **Bodily Injury** results in permanent **Loss of Sight in Both Eyes** **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.
3. Where **Bodily Injury** results in permanent **Loss of Sight in One Eye** **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.
4. Where **Bodily Injury** results in permanent **Loss of Limb** (one or more) **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.
5. Where **Bodily Injury** results in **Permanent Total Disablement** **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.

Section A - Specific Provisos

Known conditions

Any contributory degenerative condition or disablement (as determined by a **Doctor**) known by an **Insured Person** to be in existence at

the time of sustaining **Bodily Injury** will be taken into account by **Chubb** in assessing the level of **Benefit Amount** payable for **Permanent Disability**.

Disappearance

If an **Insured Person** disappears and it is reasonable for the Police or registration authorities to believe that the **Insured Person** has died as a result of **Bodily Injury**, **Chubb** will pay the death **Benefit Amount**. The payment will be subject to a signed undertaking given by the **Insured Person's Legal Representatives** that if the **Insured Person** is later found to be alive, the death **Benefit Amount** shall be refunded to **Chubb**.

Exposure

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to severe weather conditions, **Chubb** will consider it as having been caused by an **Accident**.

Payment of Benefit under multiple Items

The total amount payable under Items 2, 3, 4 and 5 stated above will not exceed the Maximum **Benefit Amount** stated in the Schedule of Benefits in respect of any one **Accident**.

Section A - Definitions

Loss of Limb

- a. In respect of a leg (lower limb):
 - i. physical severance or total loss of functional use above the level of the ankle (talo-tibial joint); or
 - ii. the permanent total loss of use of an entire foot or leg.

- b. In respect of an arm (upper limb):
 - i. permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
 - ii. the permanent total loss of functional use of an entire hand or arm.

Loss of Sight in Both Eyes

Permanent blindness which, based on medical evidence, the **Insured Person** will never recover from, and which results in their name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the Government of the **United Kingdom**.

Loss of Sight in One Eye

Permanent blindness which, based on medical evidence, the **Insured Person** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

Permanent Disability

Disablement which has lasted for at least 24 months which, in the opinion of a **Doctor**, is beyond the hope of recovery.

Permanent Total Disablement

- a. If the **Insured Person** was in gainful employment at the date of the **Accident**:

A **Permanent Disability** which stops the **Insured Person** from carrying out gainful employment for which they are fitted by way of

training, education or experience.

- b. If the **Insured Person** was not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Chubb** or an independent medical expert appointed by **Chubb**, which results in the **Insured Person's** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting;
- walking 200 metres on level ground.

Section A - Exclusions

Chubb will not be liable for payment of any benefit for **Bodily Injury**, loss or expense **Due to**:

1. Any illness or disease not directly resulting from **Bodily Injury**;
2. Suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
3. Repetitive stress (strain) injury or syndrome or any gradually operating cause;
4. Post-traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Journey** begins.

Section B. Travel

Section B1 - Medical & other expenses

Chubb Assistance is available whenever an **Insured Person** is on a **Journey** covered by this Section B1.

The number to call in an emergency is +44 (0) 20 3282 0107.

If during the **Period of Insurance** an **Insured Person** becomes ill or sustains injury during a **Journey** **Chubb** will pay the **Group Policyholder** or the **Policyholder** up to the **Benefit Amounts** stated in the Schedule of Benefits for any one **Journey** for the following:

1. **Medical Expenses outside the United Kingdom**
Reasonable and necessary costs incurred outside of the **United Kingdom** for immediate medical, surgical or other remedial attention or treatment given or prescribed by a **Doctor, Hospital**, or nursing home, ambulance charges, dental and optical expenses incurred in an emergency or as a result of injury, suicide or attempted suicide. Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the **Journey**. Expenses associated with pregnancy are covered if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics).
 - a. **Chubb Assistance** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a **Claim**.
 - b. Where it is reasonable and practical to do so, the **Group Policyholder**, the **Policyholder** or the **Insured Person** must make arrangements for **In-patient** treatment and/or day surgery only with the involvement and/or agreement of **Chubb Assistance**.
 - c. **Chubb** shall cease to cover the **Insured Person** if they elect to remain in the country where **Medical Expenses** were first incurred after **Chubb Assistance** has deemed it to be appropriate to repatriate the **Insured Person**.
2. **Coma outside of the United Kingdom**
If the **Insured Person** remains in a **Coma** outside of the **United Kingdom** up to a maximum of 730 days.
 3. **Hospital Confinement outside of the United Kingdom**
Admission to a **Hospital** outside the **United Kingdom** for a continuous period of 24 hours or more on the advice of and under the constant supervision of a **Doctor**. The amount payable will be doubled for **Hospital Confinement** on a public or bank holiday in the country where the **Insured Person** has been admitted.
 4. **Hotel Confinement outside of the United Kingdom**
Following a payment for hospital confinement outside of the **United Kingdom**, a daily amount for which

the **Insured Person** is advised by the **Doctor** to remain in their hotel after being discharged from **Hospital**.

5. **Supplementary Travel, Childcare and Accommodation Expenses**

Reasonable additional costs necessarily incurred for:

- a. travel and accommodation of up to three relatives, friends or close business associates who, on medical advice from a **Doctor**, are advised to travel to or remain with the **Insured Person** whilst outside of the **United Kingdom**; and
- b. the care of **Children** as a result of the **Insured Person's Partner** who, on the medical advice of a **Doctor**, is required to travel to or remain with the **Insured Person** as a result of the **Insured Person** sustaining injury or becoming ill during a **Journey** outside of the **United Kingdom**.

6. **Repatriation Expenses**

Reasonable costs necessarily incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** normal residence in the **United Kingdom** at the earliest opportunity provided that such repatriation is:

- a. medically necessary; and
- b. organised by **Chubb Assistance** provided that:
 - i. the **Group Policyholder**, the **Policyholder** or the **Insured Person** must not make or attempt to make arrangements without the involvement and/or agreement of **Chubb Assistance**; and

- ii. the **Group Policyholder** or the **Policyholder** will reimburse **Chubb** in respect of all costs incurred in the event of repatriation services being provided by **Chubb Assistance** in good faith to any person not insured under this Policy.

7. **On-going treatment as an In-patient following repatriation**

If in the 52 weeks immediately following repatriation to the **United Kingdom**, the **Insured Person** requires on-going medical treatment as an **In-patient** for the same injury or illness, **Chubb** will pay the **Policyholder** in respect of reasonable Medical Expenses necessarily incurred and arranged by **Chubb Assistance**. The **Insured Person** will normally be admitted to a NHS hospital or local equivalent for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of **Chubb Assistance**, a NHS hospital or local equivalent cannot facilitate the **Insured Person** or provide the treatment within a reasonable period of time.

8. **Search and Rescue Expenses**

If an **Insured Person** is reported as missing outside of the **United Kingdom** and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- a. it is known or believed that the **Insured Person** may have sustained injury or suffered illness; or
- b. weather or safety conditions are

such that it becomes necessary to do so in order to prevent the **Insured Person** from sustaining injury or suffering illness, **Chubb** will pay the **Group Policyholder** or the **Policyholder** in respect of the necessary and reasonable costs incurred by **Chubb Assistance** and/or levied by recognised rescue or police authorities in searching for such **Insured Person** and for bringing them to a place of safety provided that:

- a. all reasonable local safety advice and precautions have been obtained and followed;
- b. **Chubb Assistance** is informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a **Claim**;
- c. where it is reasonable and practical to do so, the **Group Policyholder**, the **Policyholder** or the **Insured Person** makes arrangements for search and rescue only with the involvement and/or agreement of **Chubb Assistance**;
- d. expenses are only payable for the **Insured Person's** proportion of the search and rescue operation;
- e. costs will only be covered up to the point where the **Insured Person** is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable;
- f. a written statement from the appropriate rescue authorities involved in the search and/or rescue is obtained and provided

to **Chubb** in the event of a **Claim**.

9. **Repatriation of Mortal Remains**
Reasonable additional costs in the event of death to repatriate the **Insured Person's** body or ashes and **Personal Belongings** and/or **Business Equipment** to the **United Kingdom** or their country of origin or domicile and for funeral expenses incurred provided that such repatriation is organised by **Chubb Assistance**.
10. **Petcare as a result of Hospitalisation**
The costs incurred for additional domestic cattery and kennel fees for pets owned by an **Insured Person** whilst the **Insured Person** is on a **Journey** outside of the **United Kingdom**, if the **Insured Person** is admitted to **Hospital** as an **In-patient**, which results in a delayed return for more than 24 consecutive hours at the end of the original pre-booked **Journey**.
11. **Medical Expenses in the United Kingdom**
Reasonable and necessary costs incurred in the **United Kingdom** for medical treatment deemed necessary by a **Doctor**, if an **Insured Person** has an **Accident** which causes injury whilst on a **Journey** either within or outside the **United Kingdom**.
12. **Funeral Expenses**
Reasonable and necessary costs approved by **Chubb Assistance** for funeral expenses incurred for the burial or cremation of an

Insured Person outside of the **United Kingdom** or their country of origin or domicile and the cost of transporting the **Insured Person's Personal Belongings** and/or **Business Equipment**.

13. Dental Expenses on return to the United Kingdom

Chubb will pay up to the **Benefit Amount** shown in the Schedule of Benefits for reasonable and necessary costs incurred with the prior consent of **Chubb** in the **United Kingdom** or the **Insured Person's** country of origin or domicile for dental treatment deemed necessary by a **Doctor** (this includes doctors/specialists in dentistry, see definition on page 10 for full details), if an **Insured Person** has an **Accident** which causes injury whilst on a **Journey** outside the **United Kingdom** or the **Insured Person's** country of origin or domicile.

14. Emergency Dental Expenses in the United Kingdom

Chubb will pay up to the **Benefit Amount** shown in the Schedule of Benefits for reasonable and necessary costs for unforeseeable emergency dental expenses for the relief of pain incurred within the **United Kingdom** or the **Insured Person's** country of origin or domicile and where the **Journey** is more than 100 miles (160 kilometres) from their normal residence and is for a duration of more than 3 consecutive days involving an overnight stay or an air flight.

15. Childcare expenses as a result of Hospital Stay or death

Chubb will pay up to the **Benefit Amount** shown in the Schedule of Benefits for reasonable additional costs necessarily incurred for childcare expenses as a direct result of a **Hospital Stay** or death of an **Insured Person** during a **Journey** outside of the **United Kingdom**. **Chubb** shall only be liable for expenses incurred during the first 14 days following the **Hospital Stay** or death.

Section B1 - Definition

Coma

An extended period of unconsciousness from which an **Insured Person** cannot be aroused even with the most painful stimuli and assessed by a **Doctor** as scoring less than 9 on the Glasgow Coma Scale (GCS).

Section B1 - Exclusions

Journeys not covered:

1. any **Journey** taken against the advice of a **Doctor**;
2. where the purpose of the **Journey** is to receive medical treatment or advice; or
3. where the purpose of the **Journey** is directly or indirectly related to a medical condition or situation known to exist by the **Insured Person**.

For **Journeys** that are covered, **Chubb** shall not be liable for:

1. any expenses which are recovered

- from any national insurance programme in connection with any **Claim**;
2. any expenses incurred 52 weeks after the time of the incurring of the first expense for the treatment of psychiatric or mental disorders; or
 3. any expenses incurred 52 weeks after:
 - a. emergency repatriation to the **United Kingdom** in respect of expenses of on-going medical treatment as an **In-patient**; or
 - b. the time of the incurring of the first expense in respect of other expenses.
 4. The **Excess** as stated in the Schedule of Benefits per **Claim**.

Section B2 -Personal Belongings & Business Equipment

1. **Business Equipment**
If during the **Period of Insurance** the **Group Policyholder** sustains loss of or damage to **Business Equipment** during a **Journey** undertaken by an **Insured Person, Chubb** will pay the **Group Policyholder** in respect of such loss or damage up to the **Benefit Amount** stated in the Schedule of Benefits for any one **Journey**.
2. **Personal Belongings**
If during the **Period of Insurance** an **Insured Person** sustains loss of or damage to their **Personal Belongings** during a **Journey, Chubb** will pay the **Policyholder** in respect of such loss or damage up to the **Benefit Amount** stated in

the Schedule of Benefits for any one **Journey**.

3. **Personal Belongings Delay**
If access is denied to all or part of the **Insured Person's Personal Belongings Chubb** will reimburse the **Policyholder** in respect of sums paid for the purchase of reasonable and essential items of replacement clothing or toilet requisites. Any **Benefit Amount** paid under this extension will be deducted from any subsequent **Benefit Amount** payable under **Personal Belongings** in respect of the same loss.
4. **Loss or Delay of Home Keys or Car Keys**
If access is denied to the **Insured Person's** home keys (including safe and alarm keys) or car keys (including leased or hired vehicles) for more than 4 hours after the **Insured Person's** disembarkation inside the **United Kingdom** on completion of the final leg of their **Journey** as a result of loss or theft of such keys occurring outside of the **United Kingdom**, or delay of **Personal Belongings** containing such keys, **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for reasonable and necessary costs incurred for:
 - a. having such keys or spare keys couriered to the **Insured Person**; or
 - b. reasonable costs of travel to obtain spare keys; or
 - c. locksmiths charges in gaining access and/or replacing locks

damaged in gaining access to the **Insured Person's** home or car and the reprogramming of remote control car keys.

5. Repatriation of Personal Belongings

Chubb will pay up to the **Benefit Amount** for reasonable and necessary costs approved by **Chubb Assistance** of repatriating the **Insured Person's Personal Belongings** in the event that the **Insured Person** is required to be repatriated for medical reasons to the **United Kingdom** or their country of origin or domicile.

6. Repatriation of Business Equipment

Chubb will pay up to the **Benefit Amount** for reasonable and necessary costs approved by **Chubb Assistance** of repatriating the **Insured Person's Business Equipment** in the event that the **Insured Person** is required to be repatriated for medical reasons to the **United Kingdom** or their country of origin or domicile.

Section B2 - Basis of settlement

1. On the happening of any loss or damage **Chubb** shall be entitled:
 - a. to take and keep possession of any article and to deal with salvage in a reasonable manner; and/or
 - b. at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or

destruction of any article of **Personal Belongings** the basis of settlement shall be the cost of replacing the article as new provided that:

- a. the replacement article is substantially the same but not better than the original article when new; and
 - b. the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of **Business Equipment** the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.

Section B2 - Specific Proviso

The **Insured Person** shall take all reasonable precautions for the safety of their **Personal Belongings** and all reasonable steps to recover any property which is lost or stolen.

Section B2 - Definition

Valuables

Valuables means cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks and

the like), computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals, other than **Business Equipment**.

Section B2 - Exclusions

Chubb shall not be liable for:

1. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not).
2. loss or damage **Due to**:
 - a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
 - b. inherent mechanical or electrical failure, breakdown or derangement; or
 - c. any process of cleaning, restoring, repairing or alteration.
3. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained.
4. loss **Due to** confiscation or detention by customs or any other authority.
5. loss or damage to **Business Equipment** or **Personal Belongings** more specifically insured under any other insurance policy.
6. the **Excess** as stated in the Schedule of Benefits per **Policyholder**.
7. loss of **Money**.
8. more than £500 for any one article, pair or set in respect of **Personal Belongings** or **Valuables**.
9. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
10. loss or theft where reasonable efforts have not been made to report to the police by the **Group Policyholder**, the **Policyholder** or the **Insured Person** within twenty-four hours of discovery (and a report obtained).
11. loss or theft of or damage to **Valuables** in luggage whilst in transit by air and outside the **Insured Person's** control.
12. damage to: fragile articles (other than spectacles); radio/ television recording or musical instruments, china or glass unless **Due to** fire or accident involving the conveying vehicle, vessel or aircraft.
13. loss of or damage to **Personal Belongings** from an unattended and unlocked motor vehicle or a vehicle left unattended overnight.
14. loss or theft of or damage to **Valuables** in excess of £100 from an unattended and locked motor vehicle, other than overnight.
15. loss or theft of or damage to sports equipment whilst it is in use. This exclusion does not apply to winter sports equipment (excluding motor propelled vehicles) owned or hired by an **Insured Person** if the Winter Sports Extension is in place.

Section B3 - Money

If during the **Period of Insurance** and whilst on a **Journey** an **Insured Person** suffers loss or theft of **Money**, fraudulent or coerced use of cheque, credit, debit or charge cards or loss, theft or damage to travel documents or suffers financial loss as a result of being a victim of **Identity Theft**, **Chubb** will pay the **Policyholder** in respect of such loss or damage up to the **Benefit Amount** stated in the Schedule of Benefits for any one **Journey** for:

1. Money

Loss or theft of **Money**, Foreign currency and travellers' cheques purchased for a **Journey** are covered from the time of collection or 120 hours prior to departure whichever occurs last and up to 120 hours after completion of the **Journey** or until deposited or cashed, whichever occurs first.

2. Financial Card and Cheque Misuse

Fraudulent or coerced use of the **Insured Person's** cheque, credit, debit or charge cards by any person other than the **Insured Person**, a member of the **Insured Person's** family or another **Employee**.

3. Travel Documents

Fees to replace the **Insured Person's** passport, visa, essential travel document or driving licence and any reasonable travel and accommodation expenses necessarily incurred in obtaining such replacements.

4. Identity Theft Expenses

Loss or expenses incurred as a result of the theft of the **Insured Person's Identity Documents** whilst on a **Journey** which results in the **Insured Person** being the victim of **Identity Theft** and causing:

- a. **Reasonable Legal Expenses**;
- b. the **Insured Person's** loss of **Earnings**, up to a maximum of £750 per event, during the 12 months following making a **Claim** under this extension attributed to the time taken from work solely as a result of the **Insured Person's** efforts to correct their financial records that have been altered **Due to the Identity Theft**;
- c. the **Insured Person's** legal obligation, which the **Credit Account** or bank holds them liable for, to pay a creditor for a charge or withdrawal not authorised by the **Insured Person** in connection with a **Credit Account** or bank account opened in the **Insured Person's** name without their authorisation as a result of the **Identity Theft**; and
- d. **Miscellaneous Expenses**.

Provided that:

- a. a police report is filed within 48 hours of discovering the **Identity Theft**;
- b. the **Group Policyholder**, the **Policyholder** or the **Insured Person** where applicable, informs credit/debit/charge card issuers as soon as practically possible in the event of loss/theft of credit/debit/charge cards;

- c. prior notification and agreement is obtained from **Chubb** before any **Reasonable Legal Expenses** are incurred;
- d. all reasonable and prudent action is taken by the **Group Policyholder**, the **Policyholder** or the **Insured Person** to prevent additional loss following an **Identity Theft**;
- e. in connection with any **Claim** for **Identity Theft** expenses **Chubb** shall be permitted to inspect the **Insured Person's** financial records and the **Insured Person** must provide:
 - i. verification from the relevant financial institution in relation to any **Claim** for a charge or withdrawal not authorised by the **Insured Person**;
 - ii. proof that it was necessary to take time away from the **Insured Person's** work if they make a **Claim** for loss of **Earnings** following unpaid leave.

The **Aggregate Limit** payable for **Identity Theft** expenses is stated in the Schedule of Benefits.

If during the **Period of Insurance** and whilst on a **Journey** an **Insured Person** suffers financial loss as the result of being liable for payment of a **Rental Vehicle** excess or **Express Kidnapping**, **Chubb** will pay for:

- 5. **Rental Vehicle Excess** **Chubb** will pay the **Group Policyholder** or the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits per incident

and subject to the **Aggregate Limit** stated in the Schedule of Benefits if the **Insured Person** is legally liable to pay for an excess or deductible amount stated in a **Rental Vehicle** insurance policy following loss by theft, collision or damage to a **Rental Vehicle** during the **Period of Insurance** on a **Journey**.

6. **Express Kidnapping**

If the **Insured Person** is the victim of **Express Kidnapping** **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for any financial loss incurred directly as a result of **Express Kidnapping**.

Section B3 - Specific Proviso

The **Insured Person** shall take all reasonable precautions for the safety of their **Money** and any **Money** held in their custody or control for which they are responsible.

Section B3 - Definitions

Credit Account

Any credit arrangements from a financial institution for personal use, such as a credit card account or a car, home or personal loan account.

Earnings

The amount payable by the **Group Policyholder** to the **Insured Person** as a wage or salary for services provided as set out in the **Insured Person's** contract of employment net

of income tax and national insurance or local equivalents, excluding seasonal fluctuations, overtime, bonus, or other payments, loans whether repayable or otherwise, benefits in kind, profit share payments, expenses payments and/or dividends.

Express Kidnapping

The wrongful abduction and detention of an **Insured Person** against their will or by deception by a person or group for the purpose of obtaining cash directly from the **Insured Person** by way of fraudulent or coercive use of a financial card.

Identity Documents

Papers or other items containing reference to the **Insured Person's** identity including, but not limited to passport; visas, entry permits, travel tickets, travellers and other cheques, driver's licence; credit, debit and bank cards; share certificates; birth certificate; financial institution account details; insurance documents; utilities account details; membership numbers of professional associations.

Identity Theft

The unauthorised, fraudulent, dishonest or unlawful use of the **Insured Person's** personal details.

Miscellaneous Expenses

- a. The cost of re-filing applications for **Credit Accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of the **Identity Theft**;
- b. the cost of obtaining legal copies of documents related to the **Insured**

Person's Identity Theft, long distance telephone calls and certified mail reasonably incurred as a result of the **Insured Person's** efforts to report the **Identity Theft** or to correct their financial and credit records that have been altered as a result of the **Identity Theft**;

- c. the cost of contesting the accuracy or completeness of any information contained in the **Insured Person's** credit history or credit reports as a result of the **Identity Theft**;
- d. the cost of a maximum of 4 credit reports from an entity approved by **Chubb**. The credit reports shall be requested when a **Claim** is made.

Money

Coins or bank notes (cash), postal or money orders, signed travellers' cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of the **Insured Person** and are intended for travel, meals, accommodation and personal expenditure only.

Reasonable Legal Expenses

Legal expenses incurred:

- a. to resolve any dispute arising as a result of **Identity Theft**;
- b. in connection with the re-submission of applications for loans, grants and other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**;
- c. in the defence of any legal action against the **Insured Person** by a creditor or collection agency for

- non-payment of goods or services or default on a loan resulting from **Identity Theft**;
- d. to remove any civil or criminal judgment wrongfully entered against the **Insured Person** as a result of **Identity Theft**.

Rental Vehicle

Any vehicle rented by the **Group Policyholder** or an **Insured Person** under a licensed rental vehicle agreement, during a **Journey** and from a company licensed to rent vehicles.

Section B3 - Exclusions

Chubb shall not be liable for:

1. loss or theft of a financial card or cheque and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within 48 hours of discovery;
2. loss, theft or damage to travel documents more than 120 hours prior to departure of the **Journey**;
3. loss as a result of **Express Kidnapping** not reported to the police authorities within 48 hours of the **Insured Person's** release;
4. loss **Due to** confiscation or detention by customs or any other authority;
5. loss or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**;
6. loss or damage to a **Rental Vehicle** arising out of failure to maintain the **Rental Vehicle** according to manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental;
7. loss or damage to third party property or injury to any person other than **Pupils' Money** when in the custody of the group leader during a **Journey**;
8. loss or damage arising out of operation of the **Rental Vehicle** in violation of the terms of the rental agreement or of the insurer under the insurance policy applicable to the **Rental Vehicle**;
9. **Identity Theft** expenses for:
 - a. any expenses submitted to **Chubb** more than 12 months from the time the **Identity Theft** was originally reported to **Chubb**;
 - b. any **Identity Theft** expenses incurred **Due to** any actual or attempted fraudulent, dishonest or criminal act by the **Group Policyholder**, the **Policyholder** or the **Insured Person** or any person acting with the **Group Policyholder**, the **Policyholder** or the **Insured Person**, or by any authorised representative of the **Group Policyholder**, the **Policyholder** or the **Insured Person**, whether acting alone or in collusion with others;
10. the **Excess** as stated in the Schedule of Benefits per **Policyholder**;
11. promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards;
12. loss of or damage to **Money** from an unattended and unlocked motor vehicle or a vehicle left unattended

- overnight;
13. loss or theft of or damage to **Money**, in excess of £100, from an unattended and locked motor vehicle, other than overnight;
 14. any **Claim** relating to the **Group Policyholder's** corporate/employer/credit/debit/charge/cheque guarantee card.

Section B4 - Disruption

Cover under this Section B4 applies only to those situations listed as insured events below. If an event is not listed, then it is not insured under this **Policy**.

Please read this Section B4 in conjunction with both the exclusions listed within it and the general Policy Exclusions commencing on page 16.

If during the **Period of Insurance** a **Journey** is delayed, cancelled, altered or curtailed, or an **Insured Person** has to be replaced, due to the **Insured Person(s)**;

1. death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics) or being compulsorily quarantined on the orders of a treating **Doctor**;
2. **Immediate Family Member's** Death, serious injury, sudden illness;
3. Publicly licensed Conveyance being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown;
4. being required to attend Jury service or being subpoenaed;
5. conveyance in which they are

- travelling being Hijacked;
6. **Journey** being cancelled by the **Group Policyholder** no earlier than 28 days before the scheduled departure because of the Foreign, Commonwealth & Development Office's (FCDO) travel advisory status relating to the destination, or country or territory that the **Insured Person** is travelling through, changing to 'do not travel' or 'all but essential travel', due to terrorism, coups, civil unrest, or natural disaster (but not including a **Communicable Disease** outbreak) as stated on the FCDO website. No such FCDO travel advisory can have been in place at the date the **Journey** was booked (or, if re-booked, the date the **Journey** was altered).

Chubb will pay the **Policyholder** for reasonable and necessary expenses incurred up to the **Benefit Amount** stated in the Schedule of Benefits for any one **Journey** for:

1. **Cancellation**
2. **Alteration of Itinerary or Curtailment**
3. **Rearrangement**
4. **Replacement**

Section B4 - Additional Benefits

5. **Petcare following a delay of more than 24 hours**

If the return home departure of the aircraft, sea vessel or pre-booked publicly licensed transportation in which the **Insured Person** has arranged to travel as part of the original booked **Journey** is delayed for more than 24 hours

from the departure time indicated by the carrier **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for the additional costs incurred in respect of additional domestic cattery or kennel fees for pets owned by the **Insured Person**.

6. **Travel Delay**

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the **Insured Person** has arranged to travel as part of a **Journey** is delayed for at least 4 hours from the departure time indicated by the carrier, **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.

If the outward departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the **Insured Person** has arranged to travel as part of a **Journey** is delayed for at least 12 hours from the departure time indicated by the carrier and the **Insured Person** elects to abandon the **Journey**, **Chubb** will pay up to the **Benefit Amount** stated in the Schedule of Benefits for irrecoverable deposits and other charges, paid or contracted to be paid, for transport or accommodation booked, but not used by the **Insured Person**.

7. **Detention**

If during a **Journey** the **Insured**

Person is detained for more than 24 hours by any legally empowered, regulatory, governmental or local authority in the country or region in which the **Insured Person** is travelling, **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for each 24 hour period of detention, for up to 30 days.

8. **Event Participation**

If during a **Journey** an **Insured Person** is unable to participate in an organised visit or event as a direct result of any cause outside of their control (other than the **Insured Person's** disinclination to participate) **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits.

9. **Pest control and fumigation**

If within 30 days of an **Insured Person** returning from a **Journey** their home is uninhabitable following an infestation by insects or spiders which have been accidentally acquired outside the **United Kingdom** or their country of origin or domicile, **Chubb** will pay up to the **Benefit Amount** shown in the Schedule of Benefits for reasonable costs for a pest control contractor to carry out the extermination of insects or spiders.

10. **Seat Bumping**

If an **Insured Person's** trip is delayed for at least 4 hours due to being unable to travel on any pre booked publicly licenced scheduled flight during any leg on the **Journey**

solely as a result of such seat being unavailable due to overbooking by the airline or carrier, **Chubb** will pay the **Benefit Amount** shown in the Schedule of Benefits until the airline or carrier has provided an alternative flight booking provided that:

- a. a signed statement is obtained from the carrier or airline confirming that the **Insured Person** is not travelling on the flight and on the seat reserved solely as a result of the seat being unavailable due to overbooking by such airline or carrier;
- b. the **Insured Person** has complied with the carrier's terms of carriage and minimum connecting and/or check in times (or if not published allowed a minimum of 3 hours for international flights and one and a half hours for domestic flights);
- c. the amount **Chubb** will pay will be reduced by any amount of compensation or payment made to the **Insured Person** by the airline in respect of the same event;
- d. no benefit shall be payable for delays of less than 4 hours.

11. **Seat Downgrade - Medical Condition**

Chubb will pay up to the **Benefit Amount** shown in the Schedule of Benefits if an **Insured Person's** trip is delayed for at least 4 hours due to being unable to travel in their booked seat on any pre booked publicly licenced scheduled flight

during any leg on the **Journey** solely as a result of:

- a. their booked seat being downgraded to a lower class due to overbooking by the airline or carrier, and
- b. the **Insured Person** having a medical condition which necessitates them travelling in the original class of seat **Chubb** will pay the benefit provided that:
 - i. a signed statement is obtained from the carrier or airline confirming that the **Insured Person** is not travelling on the flight and on the seat reserved solely as a result of the seat being downgraded due to overbooking by such airline or carrier;
 - ii. the **Insured Person** has complied with the carrier's terms of carriage and minimum connecting and/or check in times (or if not published allowed a minimum of 3 hours for international flights and one and a half hours for domestic flights);
 - iii. the amount **Chubb** will pay will be reduced by any amount of compensation or payment made to the **Insured Person** by the airline in respect of the same event;
- iv. no benefit shall be payable for delays of less than 4 hours.

More serious causes of disruption will be dealt with under Section B5 - Serious Disruption.

Section B4 - Specific Proviso

The **Group Policyholder** must approach the tour operator, travel agent, airline, hotel or other service provider, or relevant compensation scheme, prior to submitting a **Claim** to recover any expenses which are recoverable under this Policy.

Section B4 - Aggregate limit

The maximum amount that **Chubb** will pay for all **Claims** under this Section B4 relating to a **Group Journey** as stated in the Schedule of Benefits.

Section B4 - Basis of Settlement

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, **Chubb** shall be entitled to deduct the value of the unused portion from any **Claim** for **Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement**.

If any **Journey** has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of **Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement** **Chubb** shall pay the **Policyholder** up to the cost of an equivalent **Journey** up to the maximum **Benefit Amount** stated in Schedule of Benefits for any one **Journey**.

Section B4 - Definitions

Cancellation

Loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

Alteration of Itinerary or Curtailment

Loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and additional sustenance, travel and accommodation expenses.

Rearrangement

Travel and accommodation costs incurred in sending the original **Insured Person** to complete the curtailed **Journey** provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original **Journey**.

Replacement

Travel and accommodation costs incurred in sending a replacement **Employee** to complete the original **Journey**, provided that such travel and accommodation shall be of a standard up to, but not exceeding, that used by the original **Insured Person**.

Section B4 - Exclusions

Journeys not covered:

1. any taken against the advice of a **Doctor**;
2. where the purpose of the **Journey** is to receive medical treatment or advice;
3. where the purpose of the **Journey** is directly or indirectly related to a medical condition or situation known to exist by the **Insured Person**;

For **Journeys** that are covered, **Chubb** shall not be liable for:

1. expenses incurred as a result of the use by the **Insured Person** of non-prescribed drugs which cannot be legally obtained from a pharmacy;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the **Policyholder**;
3. any expenses incurred as a result of disinclination of the **Insured Person** to travel or, if on a **Journey**, disinclination to continue to travel;
4. any expenses incurred where a **Journey** is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment within 31 calendar days of the commencement of a pre-booked **Journey**;
5. any expenses incurred where a **Journey** is curtailed, altered or rearranged or where the **Insured Person** must be replaced as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment once a **Journey** has commenced;
6. any expenses incurred as a result of adverse changes in the **Insured Person's** financial circumstances;
7. any expenses incurred (other than the amount payable for **Detention**) as a result of the imposition of any law, regulation or order made by any public authority or government which impacts the **Journey** (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people);
8. any expenses incurred as a result of **Political Intervention, Natural Disaster** or a **Life-threatening Situation** (all as defined in Section B5 - Serious Disruption); **Hijack** or **Kidnap** (both defined in General Definitions) ;
9. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the **Journey** was booked;
10. applicable to Travel Delay:
 - a. any delay where the **Insured Person** failed to:
 - i. check in according to the itinerary supplied unless the failure was itself **Due to** strike or industrial action; and
 - ii. obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason

- for such delay;
- b. withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country;
 - c. the **Group Policyholder**, the **Policyholder** or the **Insured Person** cancelling the **Journey** and being able to claim for **Cancellation**;
11. any **Detention** (Additional Benefit 7) where the **Insured Person** has violated the laws or regulations of the country where the insured event occurs, or is **Due to** any fraudulent, dishonest or criminal act committed or attempted by the **Insured Person**;
 12. the **Excess** as stated in the Schedule of Benefits per **Claim**;
 13. any failure to notify the travel agent or organisation through which the **Journey** was booked immediately it is found necessary to cancel or curtail the **Journey**;
 14. any expenses incurred as the result of failure by the **Group Policyholder** to take reasonable steps to replace any **Insured Person** cancelling a trip;
 15. any expenses arising from the marital breakdown or as a result of any phobias of the **Insured Person**;
 16. any expenses as a result of any unlawful act or criminal proceedings of the **Insured Person** or any other person on whom the itinerary depends other than attendance under subpoena as a witness in a court of law;
 17. any expenses incurred as the result of cancellation or interruption of public transport services by riot, strike or civil commotion, where such riot, strike or civil commotion was in existence prior to booking the **Journey**;
 18. any expenses more specifically insured or recoverable under any other travel insurance provided as part of the **Insured Person's** booked package **Journey**;
 19. any expense incurred as a result of a decision to cancel or curtail a trip because the Foreign, Commonwealth & Development Office (FCDO) have issued advice against “all travel” or “all but essential travel” in relation to the Journey destination or a country or territory the **Insured Person** is travelling through, unless this advice is issued after the time of booking and related to your planned **Journey** dates.

Section B5 - Serious disruption

Cover under this Section only applies whilst you are outside the **United Kingdom** and are on a **Journey** and when **Chubb Assistance** have been notified of an emergency, as a direct result of a cause specified below, and have agreed to provide their services. Less serious causes of disruption will be dealt with under Section B4 - Disruption.

The network of **Chubb Assistance** offices is available whenever an **Insured Person** is on a **Journey** covered by this Section.

The number to call in an emergency is +44 (0) 20 3282 0107.

If during the **Period of Insurance** a **Journey** outside of the **United Kingdom** is disrupted **Due to**:

Political Intervention

- a. Her Majesty's Government of the United Kingdom of Great Britain and Northern Ireland issuing travel advice for a particular country or region in which the **Insured Person** is travelling, recommending that certain categories of person, which includes the **Insured Person**, should leave that country or region; or
- b. any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the **Insured Person** is travelling:
 - i. declaring a state of emergency necessitating immediate evacuation; or
 - ii. formally recommending or instructing that certain categories of person, including the **Insured Person**, should leave that country or region for safety reasons;
 - iii. seizing, confiscating or expropriating the **Insured Person's** property and/or the **Insured Person's** property.

Natural Disaster

- Any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the **Insured Person** is travelling:
- a. declaring a state of emergency necessitating immediate evacuation;

- or
- b. formally recommending or instructing that certain categories of person, including the **Insured Person**, should leave that country or region.

Life-threatening Situation

A situation where the security specialists appointed by **Chubb Assistance** agree that the **Insured Person's** life is in danger.

Chubb will pay the **Group Policyholder** for reasonable and necessary costs and expenses incurred on their behalf by **Chubb Assistance** and for **Security Specialists Costs** up to the **Benefit Amount** stated in the Schedule of Benefits for:

1. Evacuation, Alteration of Itinerary or Curtailment

- a. Additional accommodation, transportation, sustenance and other expenses (including salary costs of the **Insured Person** paid by the **Policyholder**), incurred during the first 30 calendar days of disruption, to evacuate the **Insured Person** to the **United Kingdom** or to the nearest place of safety; or,
- b. additional travel and accommodation expenses, incurred during the first 30 calendar days of disruption, where it is not possible to evacuate the **Insured Person**; and,
- c. loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not

be used, but which become forfeit or payable under contract.

2. **Rearrangement**

Travel and accommodation costs incurred in sending the original **Insured Person** to complete the curtailed **Journey** provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original **Journey**.

3. **Replacement**

Travel and accommodation costs incurred in sending a replacement **Employee** to complete the original **Journey**, provided that such travel and accommodation shall be of a standard up to, but not exceeding, that used by the original **Insured Person**.

4. **Business Disruption following Hijack or Kidnap**

An automatic daily benefit, payable during a period of disruption **Due to Hijack** or **Kidnap**, to contribute towards business expenses.

5. **Payment or Loss of Extortion or Ransom Monies or Expenses**

- a. The consideration paid for the return of a **Kidnap** victim or consideration paid to terminate or end an extortion, to a person believed to be responsible for the **Kidnap** or extortion and includes, but is not limited to, cash, securities, marketable goods or services, property or monetary instruments; or
- b. loss **Due to** destruction, disappearance, seizure or usurpation while being delivered to a person demanding those

monies, by anyone authorised to have custody thereof; and

- c. payments made to a person providing information which leads to the arrest of the individuals responsible for **Kidnap** or extortion; and
- d. loan costs from a financial institution providing money to be used for the payment of extortion or ransom monies;
- e. the salary paid by the **Group Policyholder** to an **Insured Person** or on behalf of an **Insured Person** who is the victim of the **Kidnap** or extortion, until:
 - i. 30 days after the release of the **Insured Person** from a **Kidnap**; or
 - ii. discovery of the death of the **Insured Person**; or
 - iii. 120 days after the **Group Policyholder** receives the last credible evidence that the **Insured Person** is still alive; whichever occurs first, subject to a maximum of 60 months from the date of the **Kidnap** if the **Kidnap** victim has not been released;
- f. temporary replacement costs reasonably and necessarily incurred by the **Policyholder** in hiring a temporary employee to perform the duties of an **Insured Person** who is the victim of a **Kidnap**, for the duration of such **Kidnap** and 30 days after release, but not exceeding 60 months in total from the date of such **Kidnap**.

6. **Security Specialist Costs**

Costs and expenses incurred by

security specialists appointed by **Chubb Assistance** to provide assistance, investigation and negotiation services.

Section B5 - Aggregate limits

The maximum that **Chubb** will pay for all **Claims** under this section B5 as stated in the Schedule of Benefits for:

1. **Evacuation, Alteration of Itinerary or Curtailment, Rearrangement, Replacement, or Business Disruption** following **Hijack** or **Kidnap**; and
2. **Payment or Loss of Extortion or Ransom Monies and Expenses**; and
3. **Security Specialist Costs** arising during the **Period of Insurance**.

Section B5 - Specific Provisos

1. **Chubb Assistance** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a **Claim**.
2. The **Group Policyholder**, the **Policyholder**, the **Insured Person** and their representatives must not make or attempt to make arrangements without the agreement of **Chubb Assistance**.
3. The **Group Policyholder** will reimburse **Chubb** in respect of all costs incurred in the event of repatriation services being provided by **Chubb Assistance** in good faith to any person not insured under this Policy.
4. Any repatriation or evacuation must

be organised by **Chubb Assistance** who will use the most appropriate method including, if necessary, the appointment of security specialists and the attendance of a security specialist to accompany the **Insured Person** if required.

5. The security specialists appointed by **Chubb Assistance** shall take over and control all **Kidnap** negotiations on behalf of the **Group Policyholder** or the **Policyholder** and no offer, promise or payment shall be made by the **Group Policyholder** or the **Policyholder** without the express consent of **Chubb**.
6. The **Group Policyholder**, the **Policyholder**, the **Insured Person** and their representatives shall make a reasonable effort not to disclose the existence of the **Kidnap** benefit provided by this Section.

Section B5 - Basis of settlement

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, **Chubb** shall be entitled to deduct the value of the unused portion from any **Claim** for **Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement**.

If any **Journey** has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of **Evacuation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement** **Chubb** shall pay the **Group Policyholder** up to the cost

of an equivalent **Journey** up to the maximum **Benefit Amount** stated in Schedule of Benefits in respect of any one **Insured Person**.

Section B5 - Exclusions

Chubb shall not be liable for:

1. any **Claim** where the **Group Policyholder**, the **Policyholder**, the **Insured Person** or their representatives have violated the laws or regulations of the country where the insured event occurs, or is **Due to** any fraudulent, dishonest or criminal act committed or attempted by the **Group Policyholder**, the **Policyholder**, the Insured, their representatives or any person who has custody of any extortion/ ransom monies, (this exclusion will not apply to the payment of ransom monies where local authorities have declared such payment illegal);
2. any **Claim** where the **Group Policyholder**, the **Policyholder**, the **Insured Person** or their representatives fail to honour any contractual obligation, bond or specific performance condition in a license;
3. any **Claim** where the **Insured Person** has permanently resided or stayed for more than 180 consecutive days outside of the **United Kingdom**;
4. any **Claim for Kidnap** or a **Life-threatening Situation Due to** any unpaid debt, insolvency, financial failure or other financial obligation;
5. any **Claim for Kidnap** of a **Child** by its **Parent or Legal Guardian**;
6. any **Claim for Kidnap** where the payment of a **Claim** would cause **Chubb** to contravene any laws or regulations;
7. any amount the **Group Policyholder**, the **Policyholder** or the **Insured Person** becomes legally liable to pay as the result of any legal action for damages, including legal costs incurred by the **Group Policyholder**, the **Policyholder** or the **Insured Person** in defence of such action, as the result of alleged negligence or incompetence;
8. any amount, property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the **Group Policyholder**, the **Policyholder**, the **Insured Person** or their representatives;
9. the **Excess** as stated in the Schedule of Benefits per **Claim**;
10. any loss incurred where:
 - a. prior to the commencement of the **Journey**, warnings were issued by **Chubb Assistance** or the Government in the **United Kingdom** not to travel to the intended country or region; and/ or
 - b. after commencement of a **Journey**, warnings to leave or evacuate had been given by **Chubb Assistance** or the Government in the **United Kingdom** or any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the **Insured Person** is travelling, and such warnings had not been heeded.

Section B6 - Personal liability

If an **Insured Person** becomes legally liable to pay damages in respect of:

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
 2. accidental loss of or damage to material property,
- occurring during the **Period of Insurance** and arising out of a **Journey**, **Chubb** will pay the **Policyholder** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount stated in the Schedule of Benefits.

Chubb will also pay in connection with liability to which this Section applies:

1. all costs and expenses recoverable by a claimant from the **Insured Person**;
2. all costs and expenses incurred with the written consent of **Chubb**;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction, except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount stated in the Schedule of Benefits;
4. reasonable travel and accommodation expenses necessarily incurred for the **Insured Person** to attend court in

connection with an action arising under this Section up to £1,000.

Section B6 - Specific Provisos

1. No admission, offer, promise or indemnity shall be made without the consent of **Chubb** which shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any **Claim** or to prosecute in the **Insured Person's** name for its own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.
2. Every letter, **Claim**, writ, summons and process shall be forwarded to **Chubb** on receipt.
3. Written notice shall be given to **Chubb** immediately there is notice of any prosecution, inquest or fatal accident inquiry in connection with any circumstances which may give rise to liability under this Section.
4. **Chubb** may at any time pay to the **Policyholder** in connection with any **Claim** or series of **Claims** the amount stated in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such **Claim(s)** can be settled and upon such payment being made **Chubb** shall relinquish the conduct and control of and be under no further liability in connection with such **Claim(s)** except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

5. The **Group Policyholder**, the **Policyholder**, the **Insured Person** or their representatives shall give all information or assistance as **Chubb** may require and observe fulfil and be subject to the terms, conditions and exclusions of this Section.

Section B6 - Exclusions

Chubb shall not be liable for:

1. liability in respect of bodily injury to any person who is under a contract of service or apprenticeship with the **Group Policyholder** when such injury arises out of and in the course of their employment by the **Group Policyholder**; or
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the **Insured Person** other than temporary accommodation occupied by the **Insured Person** in the course of a **Journey**;
3. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the **Insured Person** of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
 - b. aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters); or
 - c. firearms (other than sporting guns);
4. liability in respect of bodily injury loss or damage arising directly or indirectly in connection with:
 - a. the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the **Insured Person** in the course of a **Journey**; or
 - b. any wilful or malicious act; or
 - c. the carrying on of any trade, business or profession; or
 - d. activities or volunteer work;
 - i. organised by; or
 - ii. when the **Insured Person** is assigned overseas by; or
 - iii. under the auspices of, a charitable not for profit social or similar organisation, except where there is no other insurance or indemnity available;
5. any liability assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
6. any liability directly or indirectly occasioned by the happening of, through or in consequence of **War**;
7. liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
8. liability in respect of loss of or damage to **Personal Belongings** or

Business Equipment owned by the **Group Policyholder**;

9. Punitive or exemplary damages.

Section B7 - Winter Sports

This Section only applies if the Winter Sports Extension is stated as 'Included' in the **Group Policy Schedule** and the required **Premium** is paid. Policy Exclusion 12 and Section B2 - Exclusion 16 (relating to **Winter Sports**) will not be applicable.

If between the dates of 11 December and 29 April, inclusive, during the **Period of Insurance**, an **Insured Person** is unable to ski during a **Journey** to undertake **Winter Sports Due to** a lack of snow **Chubb** will pay the **Policyholder**:

1. up to the daily **Benefit Amount** stated in the Schedule of Benefits for the additional cost of travel to an alternative resort or the purchase of daily ski lift passes; or
2. if it is not possible to arrange transport to an alternative resort, up to the daily **Benefit Amount** stated in the Schedule of Benefits for each full day the **Insured Person** is unable to ski.

Section B7 - Exclusions

Chubb shall not be liable for any **Claim** where this Policy is issued or the Winter Sports Extension is 'Included' within 14 days of departure on the **Journey** to undertake **Winter Sports** and there is public knowledge that

snowfall is unlikely.

Section B8 - Passenger Protection

If during the **Period of Insurance** an **Insured Person's Journey** is cancelled prior to its commencement, the itinerary is altered or is curtailed during the course of the **Journey**, as a direct and necessary consequence of the insolvency of the tour operator or travel agent through whom the **Journey** was booked, **Chubb** will pay the **Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for;

1. loss of deposits and other charges paid in advance by the **Insured Person** or the **Policyholder Due to** the cancellation of the **Journey**; or
2. additional travel, accommodation and similar costs incurred by the **Insured Person** following the unexpected curtailment of the **Journey** as a result of:
 - a. returning to the **Insured Person's** home address in the **United Kingdom**; or
 - b. continuing with and completing the scheduled **Journey**.

Section B8 - Specific Proviso

Chubb will pay for additional travel, accommodation and similar costs incurred in curtailing the original **Journey**, provided that such travel and accommodation shall be of a standard up to, but not exceeding, that used prior to the curtailment or alteration to itinerary.

Section B9 - Assistance

The network of **Chubb Assistance** offices is available whenever an **Insured Person** is on a **Journey** or is about to begin a **Journey**.

If assistance is required at any time, call +44 (0) 20 3282 0107 and follow the instructions on the Chubb Assistance line.

Using Chubb Assistance

When **Chubb Assistance** is called the following information will be needed:

1. the caller's name and the name of their school, employer, company or organisation;
2. the contact number and address where the caller can be reached; and
3. the nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by **Chubb Assistance** will normally be covered by this Policy. The Section of this Policy that is likely to apply is indicated against each item where relevant.

The medical assistance services provided are:

1. 24 hour Service

Multi-lingual staff are available at all times to assist in any emergency.

2. Medical Staff

Qualified doctors and nurses are ready to respond to any emergency and to make sure that the **Insured Person** receives treatment in the most appropriate facility.

3. Communication

Arranging and monitoring any overseas hospitalisation with the attending local medical attendants. Keeping doctor's, **Hospital** services, the **Insured Person's** relatives and employer up to date and informed of the situation and progress.

4. Repatriation

If required, repatriation by air ambulance or scheduled flights, depending on the specific circumstances and, if necessary, with a fully equipped medical team in attendance. Arrangements for onward transportation upon return can also be made. Refer to Section B1 for the insurance terms and conditions.

5. Travel Arrangements

If the **Insured Person** remains in **Hospital** overseas, assisting relatives or a business associate of the **Insured Person** to be with them by arranging their transport and accommodation. In the event of death, help with returning the body back to the **United Kingdom**. Refer to Section B1 for the insurance terms and conditions.

6. Search and Rescue

Co-ordinating with rescue or police authorities to instigate an emergency search and rescue operation where the **Insured Person** is missing overseas. Refer to Section B1 for the insurance terms and conditions.

7. On-going Medical Treatment

If required, arrangements will be made for the **Insured Person** to be

admitted to a NHS hospital (or local equivalent) for treatment. Refer to Section B1 for the insurance terms and conditions.

8. **Paying medical bills**

No need for the **Insured Person** to worry about the costs of treatment or whether they will have to use their own funds.

Other services are also available both before and during travel

1. **Travel Advice**

Useful information for the traveller to help prepare for a **Journey** to another country including health precautions, vaccinations, reciprocal health agreements, business and social customs, political and security situations, visa and entry permit requirements, currency and banking hours, driving restrictions.

2. **Security Reports**

Customised reports for volatile countries are available upon request which will give security advice tailored to protect the **Insured Person** during a specific trip. These reports are available within 48 hours of making the request. The **Group Policyholder**, the **Policyholder** or the **Insured Person** may receive a maximum of two reports in any given calendar month thereafter an additional fee will apply.

3. **Emergency Evacuation**

Making arrangements to evacuate the **Insured Person** from a country

declared unsafe because of the political situation or a **Natural Disaster**. Refer to Section B5 for the insurance terms and conditions.

4. **Security**

Provision of specialists to make arrangements to extricate the **Insured Person** from a **Kidnap** or other **Life-threatening Situation**. Refer to Section B5 for the insurance terms and conditions.

5. **Emergency Cash**

Advance of emergency funds following loss or theft of cash overseas will be provided when there is a loss of **Money** and will result in a **Claim** under the Policy. Any amount advanced will be deducted from any subsequent valid **Claim** or otherwise reimbursed to **Chubb**. Any fees that occur as a result of using the **Chubb Assistance** will be repayable. This service does not extend to cover credit cards or debit cards lost or stolen, but advice on cancellation of lost or stolen financial cards or travellers' cheques overseas. Refer to Section B3 for the insurance details.

6. **Drugs and Personal Items**

Replacement of essential maintenance medication or prescribed drugs, blood and medical equipment or contact lenses or glasses which are unavailable at the **Insured Person's** overseas location.

7. **Luggage and Documents**

Help with the tracking of lost luggage, and assistance with the

replacement of lost or stolen
passport, tickets or other travel
documents.

8. Legal

Referral to an Embassy, Consulate
or other source if legal consultation
is needed, including an English
speaking Lawyer.

9. Security Updates

After registering for this service,
free concise security updates will
be e-mailed daily to the **Insured
Person's** inbox for the remainder of
the **Period of Insurance**.

Section C. Legal Expenses

If during the **Period of Insurance** and whilst undertaking a **Journey** outside the **United Kingdom** an **Insured Person** sustains accidental bodily injury or illness which is caused by a third party **Chubb** will pay up to the **Benefit Amount** stated in the Schedule of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

Section C - Specific Provisos

1. **Legal Representatives** must be qualified to practice in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. The **Insured Person** has the right to select and appoint a **Legal Representative** of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Insured Person** shall provide **Chubb** with details of the selected **Legal Representative's** name and address. **Chubb** may provide information about **Legal Representatives** in the **Insured Person's** local area if asked to do so.
3. The **Legal Representatives** and the **Insured Person** must co-operate fully with and ensure that **Chubb** is fully informed at all times in connection with any **Claim** or

legal proceedings for damages and or compensation from a third party. **Chubb** is entitled to obtain from the **Legal Representative** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request, the **Insured Person** will give to the **Legal Representative** any instructions necessary to ensure such access.

4. **Chubb's** authorisation to incur **Legal Expenses** will be given if an **Insured Person** can satisfy **Chubb** that:
 - a. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
 - b. it is reasonable for **Legal Expenses** to be provided in a particular case.

The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Chubb's** own advisers. If there is a dispute, **Chubb** may request, at the **Insured Person's** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, an **Insured Person's** costs in obtaining this opinion will be covered by this insurance.

5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Chubb's** decision is final, the dispute will be referred to a single arbitrator who will be either

a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Chubb**, the **Insured Person's** costs shall not be recoverable under the insurance.

6. **Chubb** may, at its discretion, assume control at any time of any **Claim** or legal proceedings in the name of the **Insured Person** for damages and or compensation from a third party.
7. All **Claims** within this Section must be submitted to **Chubb** in writing within 90 days.
8. Any **Legal Expenses** incurred without the written agreement of **Chubb** shall entitle **Chubb** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured Person**.
9. **Chubb** may, at its discretion, require the **Insured Person** to obtain, at the expense of the **Insured Person**, an opinion of a barrister agreed by the **Insured Person** and **Chubb** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **Chubb** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
10. **Chubb** may, at its discretion, offer to settle a **Claim** with the **Insured Person** which it considers to be reasonable instead of initiating or continuing any **Claim** or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of **Any One Claim** under this insurance.
11. **Chubb** may, at its discretion, offer to settle a counter-claim against the **Insured Person** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
12. The **Insured Person** shall be responsible for the repayment to **Chubb** of all sums paid by **Chubb** in respect of the **Legal Expenses** where:
 - a. an award of costs is made in favour of the **Insured Person** in the **Claim** or legal proceedings; or
 - b. costs are agreed to be paid to the **Insured Person** as part of any settlement of the **Claim** or legal proceedings.
13. If a conflict of interest arises, where **Chubb** is also the insurer of the third party or proposed defendant to the **Claim** or legal proceedings, the **Insured Person** has the right to select and appoint other **Legal Representatives** in accordance with Condition 2 of this Section.

14. If the **Legal Representatives** refuse to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Legal Representatives** without good reason the cover **Chubb** provides will end at once, unless **Chubb** agrees to appoint other **Legal Representatives**.

15. If the **Insured Person** is a **Child Chubb** will pay **Legal Expenses** incurred by the **Parent or Legal Guardian** acting for such **Child**.

Section C - Definitions

All One Claim

All **Claims** or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

Legal Expenses

1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of an **Insured Person** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any **Claim** or legal proceedings.

Legal Representatives

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured Person**.

Section C - Exclusions

In respect of each **Claim** under this insurance **Chubb** will not pay for:

1. any **Claim** reported to **Chubb** more than 24 months after the beginning of the incident which led to the **Claim**;
2. any **Claim** where it is **Chubb's** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
3. **Legal Expenses** incurred before receiving **Chubb's** prior authorisation in writing unless such costs would have been incurred subsequent to **Chubb's** authorisation;
4. **Legal Expenses** incurred in connection with any criminal or wilful act;

5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter **Claim**;
6. fines, penalties compensation or damages imposed by a court or other authority;
7. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
 - a. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure; or
 - b. **Chubb** or their agents; or
 - c. the **Group Policyholder**;
8. actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
9. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
11. **Legal Expenses** incurred where an **Insured Person** has:
 - a. failed to co-operate fully with and ensured that **Chubb** is fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
 - b. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without the agreement of **Chubb**;

In such circumstances **Chubb** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the **Insured Person**;
12. **Legal Expenses** incurred after an **Insured Person** has not:
 - a. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Chubb**; or
 - b. accepted an offer from **Chubb** to settle a **Claim**;
13. **Legal Expenses** which **Chubb** considers unreasonable or excessive or unreasonably incurred.

Section D. - Crisis Management

If during the **Period of Insurance** and during the **Effective Time** or during a **Journey an Insured Event** occurs, **Chubb** will pay the **Group Policyholder** up to the **Benefit Amount** stated in the Schedule of Benefits for **Crisis Consultant** fees and costs incurred as a direct result of a **Crisis** which starts during the **Period of Insurance** and is reported to **Chubb** in accordance with this Section.

Any fees, costs and expenses will be incurred by the **Crisis Consultant** and will be paid by the **Group Policyholder** and submitted to **Chubb** for reimbursement under this Policy.

Crisis Consultant costs are limited to fees or expenses which are incurred within the **Crisis Coverage Period** subject to the maximum amounts per **Crisis** and the **Aggregate Limit** stated in the Schedule of Benefits.

The number to call **Chubb Assistance** is +44 (0) 20 3282 0107.

3. Any event that meets the following conditions must be reported to **Chubb** in the time period indicated:
 - a. any event that results in regional or national media coverage (print, radio or television) and relates to an **Insured Event**, must be reported to **Chubb** within 24 hours of the media coverage, if **Chubb** has not previously been notified of the event by the **Group Policyholder**;
 - b. any event that results in the filing of a **Claim** or litigation against the **Group Policyholder** and relates to an **Insured Event**, must be reported to **Chubb** within 48 hours of the **Claim**/litigation filing, if **Chubb** has not previously been notified of the event by the **Group Policyholder**.

Section D - Conditions

1. Any **Crisis** arising out of, based upon, or attributable to, related, continuous or repeated notifications under Section A (Injury), Section B, Section B1 (Medical and other expenses), Section B4 (Disruption) or Section 5 (Serious Disruption) will be considered a single **Crisis**.
2. The **Group Policyholder** must give notice to **Chubb** as soon as reasonably possible but no later than as stated in 3b. below of any **Crisis** by telephoning **Chubb Assistance**.

Section D - Specific Proviso

The **Group Policyholder** will bear 20% of the cost of **Crisis Consultant** fees which will remain uninsured. **Chubb** will reimburse the **Group Policyholder**, subject to the **Aggregate Limit**, after deducting 20% from the amount of the incurred **Crisis Consultant** costs.

Section D - Definitions

Adverse Publicity

Any negative reporting of an **Insured Event** in local, regional or national media (including but not limited to

radio, television, newspaper and/or magazines) which has potential to cause a **Material Interruption**.

Crisis

Any decisive, unstable or crucial time in the **Insured Person's** affairs or **Business** resulting from an **Insured Event** that starts during the **Period of Insurance** and:

- a. has directly caused a **Material Interruption**; or
- b. has the potential to cause:
 - i. imminent **Financial Loss**; or
 - ii. **Adverse Publicity** for the **Group Policyholder** if left unmanaged.

Crisis Consultant

The independent crisis consultants previously approved by **Chubb** for use by the **Group Policyholder** in connection with a **Crisis**.

Crisis Coverage Period

The period of time commencing when the **Crisis** is first reported to **Chubb** and ending not later than 30 days thereafter.

Financial Loss

- a. Within a 48 hour period, the price per share of the **Insured Person's** common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the **Group Policyholder** lists its common stock; or
- b. a decrease greater than 20% in the consolidated revenues of the **Group Policyholder**.

Insured Event

- a. an **Accident** occurring during the **Effective Time** resulting in **Bodily Injury** to an **Insured Person** and resulting in a valid **Claim** under Section A (Injury);
- b. the **Insured Person** becoming ill or sustaining bodily injury during a **Journey** resulting in a valid **Claim** under Section B, Section B1 (Medical & other expenses);
- c. a **Journey** being delayed, cancelled, altered or curtailed or an **Insured Person** being replaced, all as a direct result of any cause outside of the **Group Policyholder's**, the **Policyholder's** or the **Insured Person's** control resulting in a valid **Claim** under Section B4 (Disruption);
- d. a **Journey** outside of the **United Kingdom** being disrupted **Due to Political Intervention, Natural Disaster, Hijack, Kidnap** or any **Life-threatening Situation** resulting in a **Claim** under Section B5 (Serious Disruption).

Material Interruption

A disruption or break in the continuity of the **Group Policyholder's** normal **Business** operations, which:

- a. requires the direct involvement of all of the **Group Policyholder's** board of Directors or senior executives and diverts their concentration from their normal operating duties; and
- b. is likely to have a significant negative impact on the **Group Policyholder's** revenues, earnings or net worth.

Section D - Exclusions

Chubb will not pay any **Claim** which results from or is contributed to by:

1. any fraudulent or unlawful act committed by any of the **Group Policyholder's** senior executives; or
2. any event not reported to **Chubb** in the time periods stated under Section D - Conditions (see above). The new **Chubb** is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, **Chubb** provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

About Chubb

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior Claims handling expertise and local operations globally.

With \$150 billion in assets and \$37 billion of gross written premiums in 2014 on a pro forma basis, **Chubb's** core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb. Insured.SM

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

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