



XL Insurance
Accident and Health

Policy Document

Protect and Assist

March 2020 - UK



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1 Insuring Agreement

Thank you for choosing this Policy which is underwritten by XL Catlin Insurance Company UK Limited or XL Insurance Company SE depending on the **Insured's** location.

(a) **XL Catlin Insurance Company UK Limited**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England Number 5328622.

The **Insured** can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(b) **XL Insurance Company SE (XLICSE)**

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.

Registered in Ireland Number 641686.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

(c) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited and XL Insurance Company SE in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland (No. 659610).

Registered Office XL House, 8 St Stephen's Green, Dublin 2 Ireland.

In consideration of the payment of the Premium, the **Insurer** will provide the insurance described in this Policy, the **Schedule(s)** and any Endorsement(s) for the **Period of Insurance** up to the limits stated in the **Schedule**.

This Policy is not for consumer use. The **Insurer** will only provide the insurance described in this Policy to the **Insured** and to no other person. The **Insured Person** has no direct rights or obligations under this Policy.

Each section of this Policy, the **Schedule** and any Endorsement(s) together with this Insuring Agreement and the Definitions, Exclusions and Conditions shall be read as one document and any word or expression to which a specific meaning has been attached shall bear such meaning whenever it appears.

The terms of this Policy shall not be waived or changed, except by Endorsement(s) issued and attached to this Policy.



2 General Policy Conditions

2.1 Accessibility

Upon request the **Insurer** can provide Braille, audio or large print versions of the Policy and the associated documentation. If the **Insured** requires an alternative format the **Insured** should contact the **Insured's** broker through whom this Policy was arranged.

2.2 Acquisition

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

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

Cover shall not apply where the **Insurer** is not permitted by applicable law or regulation to provide that coverage or would become exposed to legal or regulatory sanction as a consequence of providing that coverage.

2.3 Cancellation

(a) The Insured's right to cancel

The **Insured** is entitled to cancel this Policy by notifying the **Insurer** in writing within fourteen (14) days of either:

- (i) the date the **Insured** receives this Policy; or
- (ii) the start of the **Period of Insurance**;

whichever is the later.

A proportional refund of any premium paid will be made unless the **Insured** has made a claim in which case the full annual premium is due.

An **Insured Person** has no cancellation rights under this Policy.

(b) The Insurer's right to cancel

The **Insurer** can cancel this Policy by giving thirty (30) days' notice in writing of such cancellation to the **Insured's** last known address. The **Insurer** can only cancel for a valid reason, including for example:

- (i) any failure by the **Insured** to pay the premium; or
- (ii) a change in risk which means the **Insurer** can no longer provide the **Insured** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the **Insurer** requests, such as details of a claim;

The **Insurer** may cancel all or any part of any cover provided under this Policy in the event of a **War** happening anywhere in the world by giving the **Insured** seven (7) days' written notice to the last known address of the **Insured**.

Any return premium due to the **Insured** will depend on how long this Policy has been in force. Return premium will be payable only where no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy.

2.4 Change in Circumstances

The **Insured** must tell the **Insurer** as soon as practicable of the **Insured** becoming aware of any changes in the information the **Insured** has provided to the **Insurer** which happens before or during any **Period of Insurance**.



On being notified of a change, the **Insurer** will tell the **Insured** if this change has a significant bearing on the risk. If so, the **Insurer** has the right to cancel the **Insured's** Policy in accordance with the Cancellation provisions or propose amendments to the terms of the **Insured's** Policy, including an increase in premium. If the **Insured** does not agree the proposed amendment(s) within fourteen (14) days of it being notified of them, the **Insurer** may cancel the Policy in accordance with the Cancellation provisions.

If the **Insured** does not inform the **Insurer** about a change in accordance with this provision and such change had a significant bearing on the risk, the **Insurer** has the right to reject any claim the **Insured** makes if that claim arises out of an **Insured Journey** which commenced after the date of the change in circumstances.

2.5 Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE and XL Insurance Company UK Limited (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office or relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

2.6 Duty of Fair Presentation

The **Insured** has a duty under Section 3 of the Insurance Act 2015 to make a fair presentation of the risk to the **Insurer**.

- (a) If, prior to entering into this Policy, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - (i) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 1. The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 2. The **Insurer** need not return any of the premiums paid.



- (ii) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - 1. If the **Insurer** would not have entered into the Policy at all, the **Insurer** may avoid the Policy and refuse all claims, but must return the premiums paid.
 - 2. If the **Insurer** would have entered into the Policy, but on different terms (other than terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - 3. In addition, if the **Insurer** would have entered into the Policy, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- (b) If, prior to entering into a variation to this Policy, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - (i) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - 1. The **Insurer** may by notice to the **Insured** treat the Policy as having been terminated from the time when the variation was concluded; and,
 - 2. The **Insurer** need not return any of the premiums paid.
 - (ii) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of fair presentation:
 - 1. If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the Policy as if the variation was never made, but must in that event return any extra premium paid.
 - 2. If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - 3. If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - 4. If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

2.7 Law Applicable

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this Policy and all communications relating to it will be in English.

2.8 Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America or of any other jurisdiction applicable to the **Insurer**.



In the event that the **Insurer** has to provide a guarantee or similar instrument to a third party in an emergency situation, which it later transpires could result in the **Insurer** being exposed to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America or of any other jurisdiction applicable to the **Insurer**, the **Insured** agrees to substitute the **Insurer's** guarantee or similar instrument with one of its own immediately upon notice by the **Insurer**.

2.9 **Third party rights**

A person who is not a party to this contract of insurance (including any **Insured Person**) has no right to enforce any term of this contract of insurance.

2.10 **Insurance Act 1936 (applicable if the Insurer is XLICSE)**

All monies which become or may become payable by the **Insurer** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

2.11 **Stamp Duties Consolidation Act 1999 (applicable if the Insurer is XLICSE)**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

2.12 **Shared limits**

The total amount payable under the applicable limits of cover provided under the contract of insurance underwritten by XL Catlin Insurance Company UK Limited and issued to you combined with the corresponding limits of cover provided under the contract of insurance underwritten by XL Insurance Company SE and issued to you combined with the corresponding limits of cover provided under any contract of insurance underwritten by XL Insurance Company SE, where issued to you in respect of the same loss and/or occurrence and/or claim and/or in the aggregate shall not exceed the applicable limits of any one of these contracts of insurance.

2.13 **Cyber Affirmative Clause**

Any claims caused by or arising out of a **Cyber Act** or **Cyber Incident** are payable subject to the terms, conditions, limitations and exclusions of this Policy.



3 How to Make a Complaint

The **Insurer** is dedicated to providing a high quality service and the **Insurer** wants to ensure that this is maintained at all times.

If the **Insured** has any questions or concerns about the Policy or the handling of a claim then the **Insured** should contact the broker through whom this Policy was arranged.

If the **Insured** wishes to make a complaint the **Insured** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

Insurance Guarantee Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet their obligations under this policy. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

For EEA Risks

Depending upon where in the EEA the **Insured** and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If the **Insured** has any questions, please contact the **Insurer**.



4 How to Make a Claim

Conditions that apply to the Policy and in the event of a claim are set out in this Policy wording. It is important that the **Insured** complies with all Policy conditions and the **Insured** should familiarise themselves with any requirements.

Directions for claim notification are included under General Claims Settlement Conditions and the Additional Conditions applying to certain sections.

Please be aware that the occurrence of any **Accident, Incident**, event or circumstance which may give rise to a loss which is covered under this Policy must be notified to the **Insurer** no later than one hundred and twenty (120) days although there are some situations where notice is required to be given more quickly to **AXA XL Assistance**.

Claims Conditions require the **Insured** to provide the **Insurer** with any assistance and evidence that the **Insurer** requires concerning the cause and value of any claim.

Initially a notification of any claim should be sent to:

Telephone Number	+44 (0) 800 279 9488
Email	protectandassist@csal.co.uk
Address	AXA XL Accident & Health Claims c/o Claims Settlement Agencies Limited 308-314 London Rd Hadleigh Benfleet SS7 2DD

Please also ensure that **AXA XL Assistance** is advised as appropriate of any potential claim.



5 AXA XL Assistance

The cover provided under this Policy includes a range of assistance services supported by **AXA XL Assistance**, as detailed below. Assistance can be accessed 24 Hours a day, 365 days a year.

Please note that these services are supplied by third parties whom are contracted to the Insurer and certain services are subject to maximum limits as set out in the **Schedule**.

If assistance is required please use the contact information set out in the sections below or call the **AXA XL Assistance** telephone helpline on:

Telephone: 0800 279 7745

Email: protectandassist@healix.com

Services can also be accessed via the **AXA XL Assistance** “Protect & Assist” App.

When contacting **AXA XL Assistance** the following information is required (where applicable):

- name of the **Insured** and **Insured Person**
- policy number on the **AXA XL Assistance** e-card
- telephone contact details for the **Insured Person** or their representative
- address where the **Insured Person** is located abroad
- the nature of the emergency or the assistance required

5.1 Travel Assistance Services

AXA XL Assistance provides medical, security and other information and assistance both in preparing for travel and whilst on an **Insured journey** as follows:

1. Travel, Medical and Security Advice

Provision of travel, medical and security advice including country specific information, currency and banking regulations, entry requirements, visas and passports, health advice, travel risk advice, vaccinations, travelling with medicines, emergency contacts and reciprocal agreements.

This advice is accessed via telephone, online and via the **AXA XL Assistance** “Protect & Assist” App.

Telephone: 0800 279 7745

Medical & Security Online: <https://traveloracle.healix.com/login/>

2. Pre Travel Medical Assessment

Provision of pre-deployment medical risk rating and assistance to provide wellbeing and appropriate medical advice to ensure Secondees are fully supported for the duration of their placement.

Please contact **AXA XL Assistance** to arrange this service.

3. Travel Safety Learning

Provision of online interactive training in travel safety and minimising risk for the **Insured Person** while on an **Insured Journey**.

Travel APP: [Apple / Iphone](#) or [Android](#)

4. Detailed Preparation Reports

Provision of detailed reports relating to current topical travel risk issues.

5. Home Emergency Response

Assistance with finding a suitable local contractor to fix an emergency problem (such as plumbing or electrical issues or to make a premises safe and secure) at an **Insured Person's** private residence occurring whilst they are on an **Insured Journey**. This is an arrangement service only, and the **Insurer** will not be responsible for paying the contractor's costs.



6. **Lost Document and Baggage location**

Assistance in replacing lost or stolen tickets, passport or other travel documents and/or assistance in locating lost or delayed luggage Emergency Cash Advance.

7. **Emergency Cash Advance**

Assistance in replacing cash that has been lost during an **Insured Journey** as set out in the Emergency Cash Extension of the Personal Money and Financial Card Misuse Insurance Section of this Policy.

8. **Repatriation of Household Goods**

Managing the repatriation of a **Seconded's** household goods if an **Insured Person** dies during the course of an **Insured Journey** as per the Repatriation of Household Goods Extension in the Medical Repatriation and Emergency Travel Expenses Insurance section of this Policy.

9. **Identity Theft Helpline**

Provision of advice and help to minimise the impact of identity fraud, including assistance in reporting the incident to authorities.

5.2 **Medical Assistance Services**

In the event that an **Insured Person** is travelling on an Insured Journey and requires medical assistance they should contact:

Telephone: 0800 279 7745

Email: protectandassist@healix.com

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

AXA XL Assistance must be informed as soon as possible of any situation that may give rise to an **Insured Person** requiring **In Patient** treatment.

The medical assistance services provided are as follows:

1. **Repatriation**

Where medically necessary and where provided under the Medical Repatriation and Emergency Travel Expenses Insurance section of this Policy, repatriating an **Insured Person** by air ambulance, scheduled airline service or other more medically appropriate transport including qualified medical escort as appropriate.

2. **Guarantee of Payment / Direct Billing**

Arranging direct billing with a network of hospitals and clinics worldwide in order to guarantee the payment of Medical Expenses and Emergency Travel Expenses where appropriate. The **Insurer** will only be responsible for these costs where they are covered under the Medical Repatriation and Emergency Travel Expenses Insurance section of this Policy.

It should be noted that in some limited circumstances and/or territories medical establishments may refuse to accept a guarantee of payment.

3. **Emergency Travel Assistance**

If an **Insured Person** falls ill or sustains **Bodily Injury** following an **Accident** during an **Insured Journey** and relatives, friends or business colleagues need to travel to or remain with the **Insured Person**, assistance will be provided in making the travel and accommodation arrangements.

Arrangements will also be made for the safe return home of any **Child** who is left unattended as the result of a Medical Repatriation and Emergency Travel Expenses Insurance claim.

4. **Emergency Medical Supplies**

Where practical and legal to do so, helping to locate any medicine or equipment essential to the treatment of an **Insured Person** during an **Insured Journey** that is unavailable locally.

5. **Medical Referral**



Where out-patient treatment is required, making referrals to a suitable hospital, doctor or dentist. Advice can be provided by qualified medical consultants on a range of medical conditions.

6. **Medical Consultants**

Providing access to a team of qualified medical consultants and nursing staff to coordinate medical assistance cases, arranging hospital admissions and ensuring that the most appropriate care and treatment is provided.

7. **Emergency Communication**

Passing on messages to family and colleagues in an emergency.

8. **Family liaison officer**

Providing assistance with managing communications in a crisis to keep all those affected well informed.

9. **Funeral Arrangements**

Managing the repatriation of mortal remains if an **Insured Person** dies during the course of an **Insured Journey** overseas and cover is provided under the Medical Repatriation and Emergency Travel Expenses Insurance section of this Policy.

10. **Online GP Appointments**

For **Seconddees**, providing access to consultations with an experienced general practitioner.

Telephone: 0800 376 0269

5.3 **Security Assistance Services**

In the event that an **Insured Person** is travelling on an **Insured Journey** and requires security assistance they should contact:

Telephone: 0800 279 7745

Email: protectandassist@healix.com

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing security assistance cases worldwide.

AXA XL Assistance must be informed as soon as possible of any situation that may give rise to an **Insured Person** requiring **Evacuation**.

The security assistance services provided are as follows:

1. **Evacuation**

Managing the logistics and security support involved in the event that an **Insured Person** is forced to **Evacuate** during an **Insured Journey** and the Evacuation Insurance section of this Policy is triggered.

AXA XL Assistance must be informed as soon as possible of any incident, event or circumstance likely to give rise to a claim.

2. **Trauma Risk Management Counselling**

Providing access to specialist trauma risk management counselling services following an Evacuation in accordance with the Trauma Risk Management Counselling Extension of the Evacuation Insurance section of this Policy.

3. **Local Nationals**

Managing logistics and security support in the event that local nationals accompanying an **Insured Person** are forced to **Evacuate**, where coverage is provided to the local national under the Local Nationals Extension of the Evacuation Insurance section of this Policy.

4. **Personal Security**

Providing assistance in respect of, and managing, a Life-Threatening Situation needed to safeguard an **Insured Person** subject to coverage being provided under the Personal Security Specialist Expenses Insurance section of this Policy.

5. **Hijack Kidnap & Extortion**



Investigating and managing a response to a **Hijack, Kidnap or Extortion** incident covered under the Hijack, Kidnap and Extortion Insurance section of this Policy.

Telephone: 020 3889 7024

5.4 Other Assistance Services

The following additional services are also available through **AXA XL Assistance**:

1. **Second Medical Opinion**

In the event that an **Insured Person** sustains an injury or contracts an illness, provision of access to a second medical opinion.

Telephone: 0800 376 0269

2. **Corporate Reputation Protection**

Arranging the services of a public relations media or similar consultant to help manage a public relations crisis and safeguard the **Insured's** reputation following the death or **Disablement** of an **Insured Person** on the **Insured's** premises subject to coverage being provided under the Corporate Reputation Protection part of the Personal Accident Insurance section of this Policy.

Telephone: 0800 376 0265

3. **State Benefit Advice**

Helping **Insured Persons** understand local health and welfare systems following a covered Personal Accident Insurance claim.

5.5 Wellbeing Support

AXA XL Assistance can also provide certain counselling and well-being assistance as follows:

1. **Counselling**

Arranging telephone or face to face counselling services including cognitive behavioural therapy as prescribed by a **Medical Practitioner** and agreed by the **Insurer** to support the **Insured Person** following a covered death or **Disablement** claim under the Personal Accident Insurance section of this Policy.

Telephone: 0800 376 0252

2. **Wellbeing Support**

Arranging access to immediate emotional and psychological support for **Seconddees** when needed.

Telephone: 0800 376 0252



6 General Policy Definitions

There are words and expressions used in this Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also read individual Policy sections for additional definitions applicable to those sections.

6.1 **Accident**

A sudden unexpected unforeseen incident which occurs at an identifiable time and place.

6.2 **Aircraft Accumulation**

All **Insured Persons** travelling in any one aircraft.

6.3 **Annual Salary**

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

6.4 **Associated Companies**

A company or organisation of the **Insured** whose name has been advised to and is accepted by the **Insurer**.

6.5 **AXA XL Assistance**

The providers of telephone advice, information and counselling services and/or the travel assistance and emergency medical and repatriation services and/or security information, advice or assistance services arranged by the **Insurer**, the names of which are detailed in the Policy.

6.6 **Baggage**

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

6.7 **Bodily Injury**

Identifiable injury external to the body caused solely by accidental means.

6.8 **Business Equipment**

Equipment belonging to the **Insured** and used for the purpose of the **Business** and which is in the custody or control of the **Insured Person** at the time of the loss.

6.9 **Business**

The business description detailed in the **Schedule**.

6.10 **Child**

Any unmarried child, stepchild or legally adopted child for whom an **Insured Person** is the parent or legal guardian who is

1. under eighteen (18) years of age or
2. under twenty five (25) years of age if in full-time education or
3. dependent on the **Insured Person** by reason of diagnosed permanent mental or physical disability.

6.11 **Contractor**

Any person employed by the **Insured** on a temporary contract for services that the **Insured** has agreed to be included under this Policy.

6.12 **Corporate Event**

Any event arranged and funded in whole or part by the **Insured**, the main purpose of which is to entertain **Directors, Employees or Guests** of the **Insured** in a business or leisure capacity.



6.13 **Deferment Period**

The initial period of **Temporary Total Disablement** or **Temporary Partial Disablement** during which the Sum Insured is not payable as stated in the **Schedule**.

6.14 **Director**

1. a serving director (other than a non-executive director) of the **Insured**:
 - (a) whose details have been notified to Companies House in accordance with Section 12 (upon incorporation) or Section 167 (at any other time) of the Companies Act 2006 or any statutory amendment modification or re-enactment of such Act where the **Insured** is a company registered in the **United Kingdom**, or.
 - (b) who sits on the **Insured's** Board of Directors where the **Insured** is a company registered outside of the **United Kingdom**.
2. a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.
3. any person who has signed the partnership deed of the **Insured**.

6.15 **Employee**

Any person under a contract of employment, contract of service or contract of apprenticeship with the **Insured** excluding any **Director**.

6.16 **Expatriate**

An **Insured Person** who is not a **Seconded** and is resident in a country that is not their country of nationality or origin and who has no definite date of return and has taken permanent residency citizenship or become naturalised in the country.

6.17 **Face**

The area bordered by the natural hairline surrounding the forehead the front of the ears and the lower jaw.

6.18 **Financial Card**

Debit credit or charge cards for which the **Insured Person** is the authorised cardholder.

6.19 **Full Thickness Burn**

Burns which result in the destruction of both the epidermis (the outer layers of skin) and dermis (the layers of the skin that contain hair follicles nerve endings sweat and sebaceous glands) and which a **Medical Practitioner** recommends requires surgery or a skin graft to treat.

6.20 **Guest**

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

6.21 **Gradually Operating Cause**

A cause that is the result of a series of events which occur or develop over time that cannot be wholly attributable to a single **Accident**.

6.22 **Gross Weekly Wage**

Shall be calculated by dividing an **Insured Person's Annual Salary** by fifty two (52).

For **Insured Persons** paid on a weekly basis this means the average gross weekly salary paid by the **Insured** for the thirteen (13) weeks prior to sustaining **Bodily Injury** following an **Accident** or the average for the period of employment if less than thirteen (13) weeks.

6.23 **Incident**

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

6.24 **In Patient**

An **Insured Person** who has gone through the full hospital admission procedure and for whom a critical case record has been opened and whose admission is necessary for the medical care and treatment of **Bodily Injury** and not merely for any form of nursing convalescence rehabilitation rest or extended care.



6.25 **Insured**

The legal entity or organisation shown in the **Schedule**.

6.26 **Insured Journey**

Any journey as declared to the **Insurer** or which the **Insurer** has agreed to accept and upon which the premium is based which commences during the **Period of Insurance** and is undertaken by an **Insured Person** within the **Operative Time** as detailed in the **Schedule**.

An **Insured Journey** shall not exceed twelve (12) months duration unless prior written agreement has been received from the **Insurer**.

6.27 **Insured Person**

Any person or category of persons as detailed in the **Schedule** or any Endorsement or memoranda attached.

6.28 **Insurer**

If the **Insured** is located within the EEA means XL Insurance Company SE.

If the **Insured** is located anywhere else means XL Catlin Insurance Company UK Limited.

6.29 **Loss of Hearing**

Total and permanent loss of hearing in one or both ears.

6.30 **Loss of Limb**

1. in the case of a leg, loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.
2. in the case of an arm, loss by permanent physical severance of the four (4) fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

6.31 **Loss of Sight**

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

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

6.32 **Loss of Speech**

The total and irrecoverable loss of use of the power of audible and intelligible speech.

6.33 **Maximum Incident Limit**

The maximum amount the **Insurer** will pay under this Policy and any other Policy of Personal Accident Insurance issued by the **Insurer** in the **Insured's** name in respect of all losses and in respect of all **Insured Persons** arising out of one and the same **Incident**, the amount of which is set out in the **Schedule**.

6.34 **Medical Expenses**

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

6.35 **Medical Practitioner**

A Medical Practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include an **Insured Person** or a member of the **Insured Person's** family.

6.36 **Money**

Coins bank and currency notes, cheques, postal and money orders, travellers cheques, travel tickets and petrol and other coupons which have monetary value provided that such **Money** had been obtained for travel accommodation meals and personal spending during the **Insured Journey** and belonged to or was in the custody and control of the **Insured Person** at the time of the loss.



6.37 **Operative Time**

When the **Insured** or an **Insured Person** is actively covered by this Policy as stated on the **Schedule** and as defined in the Operative Time Definitions.

6.38 **Paralysis**

1. **Quadriplegia**

Complete paralysis of all four (4) limbs bladder and rectum.

2. **Triplegia**

Complete paralysis of three (3) limbs bladder and rectum.

3. **Paraplegia**

Complete paralysis of the lower half of the body including total loss of use of two (2) legs bladder and rectum.

4. **Hemiplegia**

Complete paralysis on one (1) side of the body including total loss of use of one (1) leg and one (1) arm.

6.39 **Payment Period**

The period of **Temporary Total Disablement** or **Temporary Partial Disablement** for which the Sum Insured is payable as stated in the **Schedule**.

6.40 **Period of Insurance**

The period of time shown in the **Schedule** during which cover applies.

6.41 **Permanent Country of Residence**

A country in which an **Insured Person** currently resides has resided or intends to continue to reside for a continuous period of 12 months or longer for reasons of employment.

6.42 **Permanent Partial Disablement**

Loss of or loss of use of body part which in the opinion of the Insurer will in all probability exist for the remainder of the life of the **Insured Person**.

6.43 **Permanent Total Disablement**

Permanent and total disablement which in the opinion of the **Insurer** will prevent the **Insured Person** from engaging in the **Insured Person's** usual occupation in the **Business** for the remainder of their life.

6.44 **Residence**

The place where the **Insured Person** normally resides.

6.45 **Seconded**

An **Insured Person** who is not an **Expatriate** and who is resident in a country which is neither their country of nationality or origin and has been temporarily assigned to that country for employment purposes with a known return date within twelve (12) months.

6.46 **Schedule**

The document showing details of the **Period of Insurance**, **Insured Persons**, **Operative Time**, included Policy sections and Sums Insured and **Maximum Incident Limits** which should be read with this Policy.

6.47 **Spouse**

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

6.48 **Terrorism**

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



6.49 **Temporary Total Disablement**

Temporary disablement which entirely prevents the **Insured Person** from engaging in their usual occupation in the **Business**.

6.50 **Temporary Partial Disablement**

Temporary Disablement which prevents the **Insured Person** from engaging in at least fifty percent (50%) of the **Insured Person's** usual occupation in the **Business**.

6.51 **United Kingdom**

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

6.52 **Visitor**

Any person legally on the Insured's premises other than

1. **Directors** or **Employees** of the **Insured**.
2. any other **Insured Person** more specifically insured under this Policy.
3. any **Guest**.
4. members of the emergency services.

6.53 **War**

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

7 Operative Time Definitions

An **Insured Person** is only covered for the **Operative Time** shown in the **Schedule**. A full definition of each **Operative Time** is shown below or if different by endorsement to the **Schedule**.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

7.1 24 Hour

At any time

7.2 Occupational Accidents Only

1. while engaged in the **Insured Person's** occupation in the **Business** or
2. **Assault** or
3. at any time while travelling on the **Business** of the **Insured**. Insurance cover commences on the departure of the **Insured Person** from the **Insured Person's Residence** or normal place of **Business** (whichever occurs first) and ceases on the **Insured Person's** arrival back at such **Residence** or normal place of **Business** (whichever occurs last) at the end of the journey.

Occupational Accidents Only excludes **Commuting**.

7.3 Commuting

While in the course of daily travel directly between the **Insured Person's Residence** (normal or temporary) and the **Insured Person's** place of **Business** (normal or temporary).

7.4 Away from Premises

While the **Insured Person** is travelling on the **Business** of the **Insured** and is not on any of the **Insured's** premises Insurance cover commences on the departure of the **Insured Person** from the **Insured Person's Residence** or normal place of **Business** (whichever occurs first) and ceases on the **Insured Person's** arrival back at such **Residence** or normal place of **Business** (whichever occurs last) at the end of the journey whether the **Accident** occurs in the course of the **Insured Person's** business duties or not.

Away from Premises excludes **Commuting**.

7.5 External Journey

Any Insured Journey undertaken by the **Insured Person** on the **Business** of the **Insured** (including incidental holiday taken in conjunction with the trip) which commences during the **Period of Insurance** and involves travel from the **Insured Person's Permanent Country of Residence**.

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an **External Journey** involving travel from the **Insured Person's Permanent Country of Residence**.

Insurance cover commences on the departure of the **Insured Person** from the **Insured Person's Residence** or normal place of **Business** in their **Permanent Country of Residence** (whichever occurs first) and ceases on the **Insured Person's** arrival back at such **Residence** or normal place of **Business** (whichever occurs last) at the end of the journey.

7.6 Internal Journey

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

Insurance cover commences on the departure of the **Insured Person** from the **Insured Person's Residence** or normal place of **Business** in their **Permanent Country of Residence** (whichever occurs first) and ceases on the **Insured Person's** arrival back at such **Residence** or normal place of **Business** (whichever occurs last) at the end of the journey.

7.7 Holiday Travel

Any Insured Journey undertaken by the **Insured Person** other than whilst on the **Business** of the **Insured** which commences during the **Period of Insurance** and necessitates an overnight stay.



Insurance commences on the departure of the **Insured Person** from the **Insured Person's Residence** and ceases on the **Insured Person's** arrival back at such **Residence** at the end of the journey.

7.8 **Occupants of Vehicles**

While the **Insured Person** is mounting into, travelling in, dismounting from, undertaking roadside repairs to, loading, unloading or refuelling any vehicle owned by the **Insured** or hired by the **Insured** or any vehicle being used as a temporary replacement for such vehicle, including **Bodily Injury** following an **Accident** sustained in direct connection with such vehicle.

7.9 **Assault**

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

7.10 **Robbery**

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



8 General Policy Exclusions

The **Insurer** will not pay any claim:

1. which arises out of or results from or is contributed to by **War** in the **Insured Person's Permanent Country of Residence**.
2. after the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of eighty five (85) years.

9 General Claims Settlement Conditions

Please also read individual Policy sections for additional claims conditions applicable to those sections.

9.1 Assignment

The **Insured** may not assign any benefit or right under this Policy without the **Insurer's** prior written consent. The **Insurer** will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy.

9.2 Claims Notification

The **Insured** must provide notification to the **Insurer** no later than one hundred and twenty (120) days after the occurrence of any **Accident, Incident**, event or circumstance which may give rise to a loss which is covered under this Policy.

If the claim is made beyond one hundred and twenty (120) days, the **Insurer** has the right to:

1. reject the claim if the **Insurer** is as a consequence unable to investigate the claim fully.
2. decline to pay the full amount claimed if the amount claimed is increased as a result of the delay.

9.3 Duplicate Cover under this Policy

If a loss is covered under more than one section of this Policy the **Insurer** will provide cover under the section that provides the most cover but never under more than one section of this Policy. In no event will the **Insurer** make more than one payment for the same loss.

9.4 Evidence Required

The **Insured** must, in a timely manner, produce for the **Insurer** at the **Insured's** own expense detailed particulars and evidence relating to the cause and amount of the loss damage or expenses and any other information that the **Insurer** reasonably requires.

The **Insured** will procure that each **Insured Person** gives the **Insurer** permission to obtain any medical reports or other records from any **Medical Practitioner** who has treated the **Insured Person** otherwise the **Insurer** may not pay the claim.

The **Insurer** may request a medical examination including post mortem as often as the **Insurer** may require in connection with any claim. The **Insurer** will pay the cost of the examination and for any medical reports and records including the costs of any person required to travel with the **Insured Person** provided these expenses are agreed by the **Insurer** in advance.

The **Insurer** may also contact third parties who have or who were to provide services to the **Insured** or **Insured Person** to verify the information provided to support the claim.

If the **Insurer** does not receive the information it needs the **Insurer** may reject the claim or withhold payment until the information the **Insurer** requires has been received.

9.5 Foreign Currency

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



9.6 Fraud

If the **Insured** or **Insured Person**, or anyone acting for the **Insured** or **Insured Person**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the **Insurer**:

1. will not be liable to pay the claim and
2. may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim and
3. may by notice to the **Insured** treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises their right under 3. above:

- (a) The **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim) and.
- (b) The **Insurer** need not return any of the premium paid.

9.7 Interest

Other than when it is required to do so by law, the **Insurer** will not be responsible for any interest on any sum payable under this Policy.

9.8 Other Insurances

If at the time of the claim there is another insurance Policy in the **Insured's** name which covers the **Insured** or any **Insured Person** for the same expense or loss the **Insurer** will only pay a proportion of the claim determined by reference to the cover provided by each of the policies except for Personal Accident Benefits 1- 3 which are payable in full.

9.9 Other Interests

The **Insured's** receipt of payment shall discharge the **Insurer's** liability to pay any amount in respect of a claim. Neither the **Insured Person** nor the **Insured Person's** personal representatives shall have any right to claim from or sue the **Insurer**. If the **Insured** comprises more than one party having an interest in the **Insured Person** or the property insured, the settlement made by the **Insurer** shall represent the total amount payable in respect of that **Insured Person** or property for all interests covered by this Policy.

9.10 Payment of benefits

Other than where directed by the **Insured** to pay the benefits and/or reimbursements to the **Insured Person**, the **Insurer** will pay all benefits and reimbursements to the **Insured**.

Where the **Insured** directs the **Insurer** to pay benefits or reimburse an **Insured Person** the receipt of benefit or reimbursement by such **Insured Person** shall be deemed sufficient discharge of the **Insurer's** liability to reimburse or pay benefits under this Policy.

9.11 Reasonable Care

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

9.12 Recovery from third parties

In the event that a third party is liable for all or part of any claim paid under this Policy the **Insurer** may exercise its legal right to pursue the third party to recover its outlay and will be entitled to bring proceedings in the name of the **Insured**.

The **Insured** will upon the **Insurer's** request agree to and permit the **Insurer** to take any action as may be necessary and required for the purpose of exercising this right and the **Insured** shall at all times take all necessary and reasonable steps to preserve evidence and protect it and the **Insured Person's** rights and remedies against third parties. The **Insured** must give, and procure that each **Insured Person** gives, the **Insurer** all such assistance in their power as the **Insurer** may require to secure their rights and remedies including making relevant personnel available and executing all documents necessary to enable the **Insurer** effectively to bring proceedings in the name of the **Insured**.

The **Insurer** will pay the costs and expenses involved in exercising its rights against the third party.



10 Personal Accident Insurance

Please check the **Schedule** to determine what cover is available under this section.

10.1 The Cover

If during the **Operative Time** and the **Period of Insurance** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two (2) years is the sole and independent cause of death or **Disablement** the **Insurer** will pay to the **Insured** the appropriate Benefit amount shown in the **Schedule** subject to the **Maximum Incident Limit**.

Disablement shall mean **Benefits 2- 5 of the Benefits Schedule below**.

10.2 Benefits Schedule

1. Death
2. **Permanent Partial Disablement**
 - 2.1 **Loss of Sight** 100%
 - 2.2 **Loss of Speech** 100%
 - 2.3 **Loss of Hearing**
 - a) in both ears 100%
 - b) in one ear 30%
 - Loss by permanent physical severance or permanent and total loss of use of
 - 2.4 **Loss of Limb(s)** 100%
 - 2.5 one big toe 15%
 - 2.6 any other toe 6%
 - 2.7 one thumb 30%
 - 2.8 one forefinger 20%
 - 2.9 any other finger 10%
 - Permanent total loss of use of
 - 2.10 shoulder or elbow 25%
 - 2.11 wrist hip knee or ankle 22%
 - 2.12 the lower jaw following surgical removal 30%
 - 2.13 the back or spine (vertebral column) 35%
 - with no injury to the spinal cord
3. **Permanent Total Disablement**
4. **Temporary Total Disablement**
5. **Temporary Partial Disablement**

The appropriate percentage as stated in the Benefit Schedule above shall be applied to the amount for Benefit 2 shown in the **Schedule** or to the limit per **Insured Person** under Benefit 2 whichever is the lesser.

Where an amount is claimed in respect of the same **Insured Person** under Benefit 2 for more than one benefit as the result of the same **Accident** the total amount payable shall not exceed the 100% of amount for Benefit 2.

The amounts for Benefits 4 and 5 are subject to the **Deferment Period** and **Payment Period**.

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



10.3 Additional Benefits to Death

If during the **Period of Insurance** and the **Operative Time** the **Insured Person** sustains **Bodily injury** following an **Accident** which within two (2) years is the sole and independent cause of death resulting in a valid claim being paid under the Personal Accident Insurance section of this Policy the **Insurer** will pay or reimburse the **Insured**, or at the request of the **Insured**, pay or reimburse the **Insured Person** for the following additional coverages:

Accidental Medical Expenses
Bereavement Counselling
Catastrophe
Corporate Reputation Protection
Dependants Benefit
Executor Expenses
Funeral Expenses
Independent Financial Advice
Recruitment Expenses
Spouse Retraining
Temporary Personal Replacement

Where additional benefits are offered as a reimbursement of costs, such costs must have been incurred within two (2) years of the date the **Bodily Injury** from an **Accident** is sustained.

All amounts payable will be subject to the **Maximum Incident Limit** (and inner limits where applicable) as detailed in the Policy and/or in the **Schedule**.

10.4 Additional Benefits to Disablement

If during the **Period of Insurance** and the **Operative Time** the **Insured Person** sustains **Bodily Injury** following an **Accident** which within two (2) years is the sole and independent cause of **Disablement** resulting in a valid claim being paid under the Personal Accident Insurance Benefits 2-4 of this Policy the **Insurer** will pay or reimburse the **Insured**, or at the request of the **Insured** pay or reimburse the **Insured Person** for the following additional benefits:

Accident Medical Expenses
Burns
Chauffeur Expenses
Childcare Expenses
Coma
Corporate Reputation Protection
Cosmetic Surgery
Counselling
Damage to Clothing and Baggage
Dental and Optical Expenses
Domestic Assistance
Facial Disfigurement
Home Vehicle and Workplace Adaptation
Hospitalisation
Hospital Out Patient Travel Expenses
Hospital In Patient Visiting Expenses
Independent Financial Advice
Paralysis
Physiotherapy
Prosthesis
Recruitment Expenses
Relocation Expenses
Retraining
Return Home Expenses
State Benefit Advice
Temporary Replacement



Additional benefits payable shall be limited to those appropriate to the **Disablement** suffered and where offered as a reimbursement of costs such costs must have been incurred within two (2) years of the date the **Bodily Injury** from an **Accident** is sustained.

All benefits payable will be subject to the **Maximum Incident Limit** (and inner limits where applicable) as detailed within this Policy and/or in the **Schedule**.

10.5 **Other Additional Benefits not connected to Death or Disablement**

(a) **Post-Traumatic Stress Disorder – Witnessing Terrorism**

The **Insurer** will pay or reimburse the **Insured**, or at the request of the **Insured** pay or reimburse the **Insured Person** for the **Post-Traumatic Stress Disorder – Witnessing Terrorism** additional benefit.

All benefits payable will be subject to the **Maximum Incident Limit** (and inner limits where applicable) as detailed within this Policy and/or in the **Schedule**.

10.6 **Special Definitions applying to this Section**

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

(a) **Accident Medical Expenses**

Reimbursement for reasonable costs of essential **Medical Expenses** or other remedial attention, treatment or appliances given or prescribed by a **Medical Practitioner** and all reasonable hospital nursing home and ambulance charges incurred as a direct result of a **Bodily Injury** following an **Accident**.

(b) **Burns**

Payment of a fixed benefit dependent upon the percentage of body surface area affected by **Full Thickness Burns** as detailed in the **Schedule**.

(c) **Bereavement Counselling**

Reimbursement for expenses reasonably and necessarily incurred with the **Insurer's** prior written consent for either:

1. telephone counselling or
2. face to face counselling or
3. cognitive behavioural therapy

as prescribed by a **Medical Practitioner** for the **Insured Person's Spouse** or **Child**.

(d) **Catastrophe**

Payment of the benefit stated on the **Schedule** in the event that any single **Incident** results in a valid claim under Benefit 1 for five (5) or more **Directors** or **Employees** of the **Insured** who are covered under the Personal Accident Section of this Policy.

(e) **Chauffeur Expenses**

Reimbursement for expenses reasonably and necessarily incurred to convey the **Insured Person** to and from their normal place of business when the **Insured Person** is medically fit to return to work as determined by a **Medical Practitioner** but unable to drive or travel on public transport.

(f) **Childcare Expenses**

Reimbursement for expenses reasonably and necessarily incurred for the services of a registered childcare provider for the **Insured Person** but only in respect of additional costs that would not otherwise have been incurred if the **Insured Person** had no valid claim under Benefits 2, 3, 4 or 5.

(g) **Coma**

Payment of the fixed benefit stated in the **Schedule** if the **Insured Person** is in a continuous unconscious state within ninety (90) days of suffering **Bodily Injury** as a result of an **Accident**.



(h) **Corporate Reputation Protection**

Where the **Insured Person** sustains **Bodily Injury** following an **Accident** resulting in Death on the premises of the **Insured** the **Insurer** will pay to reimburse expenses reasonably and necessarily incurred in the engagement of a public relations media or similar consultant to help manage a public relations crisis and safeguard the **Insured's** reputation subject to such costs being incurred within fifteen (15) days of the date the **Bodily Injury** following an **Accident** resulting in Death occurs.

(i) **Cosmetic Surgery**

Reimbursement for expenses reasonably and necessarily incurred for reconstructive treatment which is needed as a result of **Bodily Injury** as recommended by the treating **Medical Practitioner** so long as the treatment is incurred within two (2) years of the date **Bodily Injury** following an **Accident** is sustained.

(j) **Counselling**

Reimbursement for reasonable and necessary expenses incurred with the **Insurer's** prior written consent for either:

1. telephone counselling or
2. face to face counselling or
3. cognitive behavioural therapy

as prescribed by a **Medical Practitioner** for the **Insured Person**.

(k) **Damage to Clothing and Baggage**

Reimbursement for expenses reasonably and necessarily incurred to replace as new an **Insured Person's** clothing or **Baggage** which is lost damaged or destroyed as a direct or indirect result of **Bodily Injury** following an **Accident** subject to this not being included in any claim under the **Baggage Insurance Section**.

(l) **Dental and Optical Expenses**

Reimbursement for expenses reasonably and necessarily incurred for dental or optical expenses as prescribed by a **Medical Practitioner** for the **Insured Person**.

(m) **Dependents Benefit**

Following a valid claim under Benefit 1 for an **Insured Person**, payment of the benefit stated in the **Schedule**.

(n) **Domestic Assistance**

Reimbursement for expenses reasonably and necessarily incurred to employ the services of domestic help or other similar service provider necessitated as a direct result of the **Insured Person's Bodily Injury**.

(o) **Executor Expenses**

Reimbursement for expenses reasonably and necessarily incurred as a direct result of the **Insured Person's** death which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration is being arranged.

(p) **Facial Disfigurement**

Payment of the fixed benefit stated in the **Schedule** dependent upon the extent of scarring of the **Insured Person's Face** other than **Full Thickness Burns**.

(q) **Funeral Expenses**

Reimbursement for expenses reasonably and necessarily incurred with the **Insurer's** prior written consent for funeral expenses subject to this not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section.



(r) **Home Vehicle and Workplace Adaptation**

Reimbursement for expenses reasonably and necessarily incurred with the **Insurer's** prior written consent to make alterations to the **Insured Person's** home car or usual place of work as a direct result of the **Insured Person's Bodily Injury**.

(s) **Hospitalisation**

Payment of the fixed benefit stated in the **Schedule** for the **Insured Person** being admitted to hospital as an **In Patient** on the recommendation of a **Medical Practitioner**.

(t) **Hospital Out-Patient Travel Expenses**

Reimbursement for expenses reasonably and necessarily incurred for the provision of a taxi or chauffeur or other additional travel costs to convey the **Insured Person** to and from out-patient hospital appointments.

(u) **Hospital Visiting Expenses**

Where **Hospitalisation** is paid, the **Insurer** will pay reimbursement for expenses reasonably and necessarily incurred by the **Insured Person's Spouse** and **Child** in respect of travel and accommodation expenses in visiting the **Insured Person** in hospital for the period spent as an **In Patient** subject to these not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section.

(v) **Independent Financial Advice**

Reimbursement for fees reasonably and necessarily charged by an Independent Financial Advisor authorised and regulated by the Financial Services Authority or equivalent regulatory body in the **Insured Person's Permanent Country of Residence** to provide the **Insured Person** with one session of professional financial advice.

(w) **Paralysis**

Payment of the fixed benefit stated in the **Schedule** following **Paralysis** of an **Insured Person** as a direct result of **Bodily Injury** following an **Accident**.

(x) **Physiotherapy**

Reimbursement for fees reasonably and necessarily charged by a physiotherapist registered with the Chartered Society of Physiotherapy or equivalent body in the **Insured Person's Permanent Country of Residence** for the **Insured Person** where such physiotherapy is prescribed by a **Medical Practitioner** as a direct result of the **Insured Person's** valid claim under Benefits 2-5.

(y) **Post Traumatic Stress Disorder – Witnessing Terrorism**

Payment of the Sum Insured stated in the **Schedule** for Benefit 4 for up to a maximum period of thirteen (13) weeks if the **Insured Person** directly witnesses an act of **Terrorism** on public transport (other than aircraft) and without sustaining **Bodily Injury** suffers Post Traumatic Stress Disorder as diagnosed by a **Medical Practitioner** within six (6) months of the date of the act of **Terrorism** resulting in **Temporary Total Disablement**.

(z) **Prosthesis**

Reimbursement for expenses reasonably and necessarily incurred for the cost of providing a prosthesis recommended by the treating **Medical Practitioner** as a direct result of the **Insured Person's Bodily Injury**.

(aa) **Recruitment Expenses**

Reimbursement for expenses reasonably and necessarily incurred for the cost of employing a registered recruitment company to recruit a permanent employee as a direct replacement for any **Insured Person** whom is unable to resume either their pre **Accident** employment or an alternate occupation with the benefit of **Retraining** as a direct result of death or **Bodily Injury**.

Personal Accident Insurance Exclusion 10.7.1 below does not apply to this additional benefit



(bb) **Relocation Expenses**

Reimbursement for stamp duty payments, solicitors' and estate agents' fees and removal costs reasonably and necessarily incurred with the **Insurer's** prior written consent necessitated as a direct and necessary result of having to relocate as a direct result of the **Insured Person's Bodily Injury** subject to there not being any claim paid under the **Home Vehicle and Workplace Adaptation** additional benefit.

(cc) **Retraining**

Reimbursement for expenses reasonably and necessarily incurred with the **Insurer's** prior written consent in retraining the **Insured Person** for an alternative occupation with the **Insured**.

(dd) **Return Home Expenses**

Reimbursement for additional travel costs reasonably and necessarily incurred with the **Insurer's** prior written consent in returning an **Insured Person** home after sustaining **Bodily Injury** following an **Accident** more than ten (10) miles from the **Insured Person's** home.

(ee) **Spouse Retraining**

Reimbursement for expenses reasonably and necessarily incurred with the **Insurer's** prior written consent in retraining the **Insured Person's Spouse** following the death of an **Insured Person** as covered by this Policy.

(ff) **State Benefit Advice**

Reimbursement for expenses reasonably and necessarily incurred in obtaining advice and information on the financial implications of long term or permanent absence from work due to injury, and information on state benefits entitlement, such information and advice to be provided by **AXA XL Assistance**.

(gg) **Temporary Personnel Replacement**

Reimbursement for expenses reasonably and necessarily incurred for the cost of employing a temporary replacement in the ninety (90) days following the death or **Bodily Injury** of an **Insured Person** provided the replacement is sourced through a registered recruitment company. Cover will end when the **Insurer** pays Benefit 1 or 3 or on the 90th calendar day after the date of **Bodily Injury** whichever is the sooner.

10.7 **What is not covered under this Section**

The **Insurer** will not pay any Benefit where **Bodily Injury** following an **Accident** is the result of or is contributed to by:

1. the **Insured Person** committing or attempting to commit suicide or as a result of self-inflicted injury.
2. illness or disease (not resulting from **Bodily Injury** following an **Accident**).
3. any naturally occurring condition or degenerative process.
4. any **Gradually Operating Cause**.
5. Post Traumatic Stress Disorder or any psychological or psychiatric condition (not resulting from **Bodily Injury** following an **Accident** and diagnosed by a **Medical Practitioner**) (other than as covered under the Post Traumatic Stress Disorder – Witnessing Terrorism benefit).

10.8 **Additional Conditions applicable to this Section**

1. The **Insurer** will not pay more than 100% of the Sum Insured or the Limit per **Insured Person** set out in the **Schedule** (whichever is the lesser) in respect of any one **Insured Person** in connection with the same **Accident**.
2. Any claim(s) under Benefit 2 must be proved to the satisfaction of the **Insurer** to be permanent and without expectation of recovery before the **Insurer** will pay the applicable Benefit.
3. For forms of **Permanent Partial Disablement** not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the **Insured Person's** occupation.



In assessing the percentage the **Insurer** will ask the **Medical Practitioner** who treated the **Insured Person** to assess the **Insured Person's** degree of post-accident impairment and disability. If they are unable to provide an assessment the **Insurer** will appoint an independent **Medical Practitioner** to make this assessment.

The **Insurer** may also ask for a second opinion from an independent **Medical Practitioner**.

Once the **Insurer** is in receipt of the assessment(s) it will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for Benefit 2 to arrive at a claim payment amount.

4. The **Insurer** will pay any amount claimed for Benefits 4 or 5 in addition to any amount claimed under Benefits 1 to 3 in connection with the same **Accident**. Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 3.
5. The **Insurer** will only pay for the **Bodily Injury** an **Insured Person** has suffered if it is directly as a result of **Accident**. Any existing physical impairment or medical condition an **Insured Person** has before the **Accident** will be taken into consideration in calculating the amounts payable on the basis of the difference between their physical impairment or medical condition before and after the **Accident**.

The **Insurer** will ask the **Insured Person's** treating **Medical Practitioner** to make this assessment (or an independent **Medical Practitioner** or other suitably qualified person if the **Medical Practitioner** is unable or unwilling to do so). The assessment will be converted into a percentage and applied to the Policy benefit payable.

6. If Benefit 1:
 - (a) is not included for an **Insured Person** the **Insurer** will not pay for **Loss of Limb** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing** until at least thirteen (13) weeks after the date of the **Accident** and the **Insurer** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Accident**.
 - (b) is included but the amount payable is less than the amount for **Loss of Limb** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing** the **Insurer** will not pay more than the amount for Benefit 1 until at least thirteen (13) weeks after the date of the **Accident** and the **Insurer** will only then pay the balance if the **Insured Person** has not died in the meantime as a result of the **Accident**.
7. Disappearance - In the event of the disappearance of an **Insured Person** during the **Period of Insurance** if after a suitable period of time it is believed that death has occurred as a result of **Bodily Injury** following an **Accident** Benefit 1 shall become payable to the **Insured** subject to a signed undertaking by the **Insured** that if the belief is subsequently found to be wrong such amount shall be refunded to the **Insurer**.
8. Exposure - If an **Insured Person** suffers death or **Disablement** as a result of exposure to the elements the **Insurer** will consider that as having been caused by **Bodily Injury** following an **Accident**.
9. Minors - If the **Insured Person** is under the age of sixteen (16) and not an **Employee** of the **Insured**:
 - (a) The amount for Benefit 1 will be limited to £25,000.
 - (b) Benefit 3 shall be defined as **Permanent Total Disablement** from gainful employment of any and every kind.
 - (c) No amount will be payable under Benefit 4 or 5.
10. Non-Employees – If the **Insured Person** is not a **Director** or **Employee** of the **Insured**:
 - (a) Benefit 4 shall be defined as **Permanent Total Disablement** which in the opinion of **Insurer** will prevent the **Insured Person** from engaging in any gainful employment for which the **Insured Person** is fitted by way of training education or experience for the remainder of their life.
 - (b) No amount will be payable under Benefit 4 or 5.



11 Medical Repatriation and Emergency Travel Expenses Insurance

11.1 The Cover

If during an **Insured Journey** an **Insured Person** sustains **Bodily Injury** following an **Accident** or falls ill the **Insurer** will reimburse the **Insured** in respect of:

1. **Medical Expenses**
2. **Emergency Travel Expenses**
3. **Repatriation Expenses**

as detailed below which are reasonably and necessarily incurred as a direct result of such **Bodily Injury** following an **Accident** or illness.

The Insurer will pay up to but not exceeding the appropriate Sum Insured shown in the Schedule for all Medical Expenses, Emergency Travel Expenses and Repatriation Expenses reasonably and necessarily incurred in respect of any one Insured Person.

11.2 Special Definitions applying to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

(a) **Medical Expenses**

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

1. incurred on an **External Journey** and within two (2) years of the date that the need for treatment first arises.
2. incurred within the **Insured Person's Permanent Country of Residence** on return from an **External Journey** not exceeding the appropriate Sum Insured stated in the **Schedule**
 - (i) in respect of **In Patient** charges
 - (ii) in respect of out-patient charges

per **Insured Person** and incurred within three (3) months of the **Insured Person's** return to their **Permanent Country of Residence**.

Dental and optical expenses are included only if necessitated by **Bodily Injury** following an **Accident** or incurred for emergency treatment.

Pregnancy or childbirth expenses are included but only if necessitated by **Bodily Injury** following an **Accident** or incurred for pregnancy related illness or complications requiring emergency treatment.

(b) **Emergency Travel Expenses**

The additional cost of travel, sustenance and accommodation reasonably and necessarily incurred during an **Insured Journey** upon the recommendation of **AXA XL Assistance** in respect of:

1. the **Insured Person**
2. any business colleague, relative or friend who have necessarily to travel to or remain with or escort the **Insured Person**

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

(c) **Repatriation Expenses**

The necessary cost of:

1. repatriating the **Insured Person** to their **Permanent Country of Residence** upon the recommendation of **AXA XL Assistance**.



2. in the case of death of the **Insured Person** the necessary cost of transporting the body or ashes.
3. transporting the **Insured Person's Baggage** and **Business Equipment** to their **Permanent Country of Residence**.

11.3 Additional Extensions applicable to this Section

(a) **Coma Benefit**

If during the course of an **External Journey** the **Insured Person** sustains **Bodily Injury** following an **Accident** or falls ill, which within ninety (90) days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state, the **Insurer** will pay the appropriate **Sum Insured** stated in the **Schedule** per full twenty four (24) hours up to a maximum of one hundred and four (104) weeks any one **Insured Person** while they remain in a continuous unconscious state.

(b) **Foreign Hospitalisation**

If during the course of an **External Journey** the **Insured Person** is admitted to a hospital on the recommendation of a **Medical Practitioner** the **Insurer** will pay appropriate Sum Insured stated in the **Schedule** per full twenty four (24) hours up to a maximum of fifty-two (52) weeks while the **Insured Person** is a hospital **In Patient**.

(c) **Funeral Expenses**

If during the course of an **External Journey** the **Insured Person** dies the **Insurer** will pay up to appropriate Sum Insured stated in the **Schedule** for the reasonable and necessary cost incurred with the **Insurer's** prior written consent for funeral expenses.

(d) **Repatriation of Household Goods**

If during the course of an **External Journey** exceeding six (6) months the **Insured Person** dies the **Insurer** will pay up to appropriate Sum Insured stated in the **Schedule** for the reasonable and necessary cost incurred with the **Insurer's** prior written consent of repatriating household goods.

(e) **Search and Rescue Costs**

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

1. it is known or believed that the **Insured Person** has sustained **Bodily Injury** following an **Accident** or fallen ill or
2. weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the **Insured Person** from sustaining **Bodily Injury** following an **Accident** or falling ill

the **Insurer** will pay up to the appropriate Sum Insured stated in the **Schedule** for the costs incurred.

11.4 What is not covered under this Section

The **Insurer** will not pay:

1. for any **Medical Expenses** incurred in the **Insured Person's Permanent Country of Residence** other than as provided under the **Medical Expenses** above.
2. any claim if the **Insured Person** is travelling against medical advice given by a **Medical Practitioner** or for the sole purpose of obtaining treatment.
3. any claim handled by **AXA XL Assistance** where it is subsequently found that the person receiving treatment or incurring costs is not an **Insured Person** on an **Insured Journey** in which event such costs will be the sole responsibility of the **Insured**.

11.5 Additional Conditions applicable to this Section

1. **AXA XL Assistance** must be informed as soon as possible of any situation that may give rise to an **Insured Person** requiring **In Patient** treatment.



2. **AXA XL Assistance** shall take such steps as they deem necessary to provide Medical and Travel Assistance services under this Policy and shall be allowed sole responsibility in determining any appropriate course of action with regard to the provision of such services.
3. **AXA XL Assistance** shall provide Medical and Travel Assistance services under this Policy on a best endeavours basis worldwide but shall not be obliged to provide such services where:
 - (a) to do so would breach national or international laws and/or regulations
 - (b) they are unable to obtain necessary authorisation where required to do so
 - (c) where appropriate **AXA XL Assistance** will work with search and rescue operations organised by the police or coastguard or other authority responsible for rescue services.



12 Travel Disruption Insurance

12.1 The Cover

If during the **Period of Insurance** the **Insured** or the **Insured Person** is forced to:

1. Cancel an **Insured Journey**
2. Curtail an **Insured Journey**
3. Replace an **Insured Person** on an **Insured Journey**
4. Rearrange to resume an **Insured Journey**
5. Change the itinerary of a pre booked **Insured Journey**

as a direct and necessary result of any unforeseen cause outside the **Insured's** and the **Insured Person's** control the **Insurer** will reimburse the **Insured** for:

- (a) deposits and advance payments (on a proportionate basis in respect of Curtailment)
- (b) charges for transport
- (c) charges for accommodation and sustenance
- (d) any other charges

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

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

12.2 Additional Extensions this Section

1. Travel Delay

If, during the **Period of Insurance**, the departure of the means of transport on which an **Insured Person** is booked to travel as part of an **Insured Journey** either at the start of or during an **Insured Journey** is delayed as a direct result of any cause outside the **Insured** or the **Insured Person's** control the **Insurer** will compensate the **Insured** for the inconvenience caused to the **Insured Person** for which the **Insured** is or has agreed to be responsible.

The **Insurer** will pay the **Insured** the appropriate Sum Insured stated in the **Schedule** after the first four (4) consecutive hours of delay and an additional Sum Insured as stated in the **Schedule** for each subsequent hour delayed after that up to the maximum Sum Insured stated in the **Schedule** in respect of any one **Insured Person**.

12.3 What is not Covered under this Section

The **Insurer** will not pay any claim as a result of:

1. disinclination to travel.
2. redundancy of the **Insured Person** or any of the **Insured's Directors** or **Employees**.
3. the **Insured's** financial circumstances.
4. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation.
5. regulations made by any Government or public authority except in response to a natural catastrophe.
6. strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked.
7. circumstances involving a person who is travelling or intending to travel
 - (a) against the advice of a **Medical Practitioner** or
 - (b) for the purpose of obtaining treatment.
8. circumstances more specifically insured under the Evacuation Insurance Section of this Policy.



13 Evacuation Insurance

13.1 The Cover

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

The **Insurer** will pay up to but not exceeding the Sum Insured stated in the **Schedule** in respect of any one **Insured Person** subject to the **Incident Limit** as stated in the **Schedule**.

13.2 Additional Definitions applicable to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

1. **Evacuation/Evacuate**

The necessary emergency evacuation of an **Insured Person** from a country or area within a country in which the **Insured Person** is travelling outside of their **Permanent Country of Residence** as recommended by:

- (a) the British Government via the Foreign and Commonwealth Office; or
- (b) any legally empowered regulatory governmental or local authority in the country or region in which the **Insured Person** is travelling; or
- (c) **AXA XL Assistance**.

2. **Evacuation Expenses**

The additional cost of travel accommodation and other expenses incurred by the **Insured** or the **Insured Person** in evacuating the **Insured Person** to their **Permanent Country of Residence** or the nearest place of safety.

13.3 Additional Extensions applicable to this Section

1. **Trauma Risk Management Counselling**

If a claim is paid under this section of the Policy the **Insurer** will also pay the expenses incurred with the **Insurer's** prior written consent for trauma risk management counselling to the **Insured Person** to be delivered by **AXA XL Assistance** up to the appropriate Sum Insured stated in the **Schedule** any one **Incident**.

2. **Local Nationals**

If during an **External Journey** the **Insured Person** is forced to **Evacuate** and at the time of the **Evacuation** is being escorted or accompanied by any local national whom is also an **Employee** of the **Insured** this Policy will extend to cover **Evacuation Expenses** for local national **Employees** reasonably and necessarily incurred up to the appropriate Sum Insured stated in the **Schedule** any one **Incident**.

13.4 What is not covered under this Section

The **Insurer** will not pay any claim as a result of:

1. the **Insured** or the **Insured Person** violating the laws or regulations of the country in which they are travelling.
2. the **Insured Person** failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling.
3. redundancy of the **Insured Person** or any of the **Insured's Directors or Employees**.
4. the **Insured's** financial circumstances.
5. **Evacuation** of nationals of the country in which the **Insured Person** is travelling other than as provided under the Local Nationals Extension.



6. disinclination of the **Insured Person** to continue an **Insured Journey**.
7. regulations made by any Government or public authority except in response to a natural catastrophe.
8. **Evacuation** undertaken without the prior consent and agreement of the **Insurer's** security service provider **AXA XL Assistance**.
9. circumstances more specifically insured under the Travel Disruption Insurance Section of this Policy.
10. any claim responded to by **AXA XL Assistance** where it is subsequently found that the person incurring costs is not an **Insured Person** on an **Insured Journey** in which event such costs will be the sole responsibility of the **Insured**.

13.5 **Additional Claims Conditions applicable to this Section**

1. **AXA XL Assistance** must be informed as soon as possible of any incident, event or circumstance likely to give rise to a claim.

14 Personal Baggage and Business Equipment Insurance

14.1 The Cover

If an **Insured Person's Baggage** is lost damaged stolen or destroyed during an **Insured Journey** the **Insurer** will reimburse the **Insured** for any liability it has to the **Insured Person** concerned for the cost of repair or replacement.

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

14.2 Additional Extensions applicable to this Section

1. Automatic reinstatement of Sum Insured after a loss

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

2. Business Equipment

If **Business Equipment** is lost, damaged, stolen or destroyed during an **Insured Journey** the **Insurer** will reimburse the **Insured** for the cost of repair or replacement, less Value Added Tax recoverable by the **Insured** up to but not exceeding the appropriate Sum Insured stated in the **Schedule**.

3. Delayed Baggage

In the event of the **Insured Person's Baggage** being delayed during an **Insured Journey** for more than four (4) hours, the **Insurer** will reimburse the **Insured** in respect of any liability it has to the **Insured Person** towards the cost of purchasing emergency replacement clothing, toilet requisites and similar items up to but not exceeding the appropriate Sum Insured stated in the **Schedule** for any one **Insured Person**.

4. Loss of Keys

If the keys to the external doors, safes or alarms of the **Insured Person's** home or car keys are lost, damaged, stolen or destroyed during an **Insured Journey** the **Insurer** will reimburse the **Insured** in respect of any liability it has to the **Insured Person** for the replacement of the lock mechanisms and new keys and the re-programming of remote control car keys up to but not exceeding the appropriate Sum Insured stated in the **Schedule** for any one **Insured Person**.

5. Travel Documents

If the **Insured Person** loses or damages their passport, visa, travel tickets or other essential travel documents during an **Insured Journey** or the one hundred and twenty (120) hours immediately preceding the commencement of the **Insured Journey**, the **Insurer** will reimburse the **Insured** in respect of any liability it has to the **Insured Person** for the additional cost of travel and accommodation and other costs incurred to enable the **Insured Person** to obtain replacement documents up to but not exceeding the appropriate Sum Insured stated in the **Schedule** for any one **Insured Person**.

14.3 What is not covered under this Section

The **Insurer** will not pay:

1. more than £3,000 or the Sum Insured as detailed in the **Schedule**, whichever is the lesser in respect of any one item, pair or set.
2. for loss or damage, theft or destruction of **Money** and **Financial Cards** bonds negotiable instruments or securities of any kind.
3. for loss or damage or destruction caused by:
 - (a) atmospheric or climatic conditions or any other **Gradually Operating Cause**.
 - (b) any process of cleaning dyeing repairing or restoring.
 - (c) delay confiscation or detention by order of any Government or public authority.



4. for mechanical or electrical breakdown or derangement.
5. for any **Baggage** that is lost damaged stolen or destroyed while being shipped as freight air waybill or under a bill of lading.
6. In respect of **Business Equipment**:
 - (a) left in an unattended vehicle.
 - (b) where the loss has not been reported to the police or other recognised authority as soon as practicable after discovery of the loss.



15 Personal Money and Financial Card Misuse Insurance

15.1 The Cover

The **Insurer** will reimburse the **Insured** in respect of any liability it has to the **Insured Person** if:

1. an **Insured Person** loses **Money** during an **Insured Journey** or the one hundred and twenty (120) hours immediately preceding the commencement of the **Insured Journey** or the one hundred and twenty (120) hours immediately after its completion, and/or
2. an **Insured Person** suffers financial loss solely as a result of a **Financial Card** being stolen or lost during an **Insured Journey** and subsequently misused by any person other than the **Insured Person** or a member of the **Insured Person's** family.

The **Insurer** will pay up to the appropriate Sum Insured detailed in the **Schedule** in respect of any one **Insured Person**.

15.2 Additional Extensions applicable to this Section

1. Automatic reinstatement of Sum Insured after a loss

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

2. Emergency Cash

AXA XL Assistance will replace up to but not exceeding the appropriate Sum Insured stated in the **Schedule** for cash lost during an **Insured Journey** covered above. Any amount paid under this extension will be deducted from any subsequent amount payable under this Personal Money and Financial Card Misuse Insurance Section for the same loss.

15.3 What is not covered under this Section

The **Insurer** will not pay:

1. for losses exceeding £3,000 or the Sum Insured as detailed in the **Schedule** whichever is the lesser in respect of coin bank and currency notes.
2. for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities.
3. any claim for **Financial Card** misuse unless the **Insured** or the **Insured Person** has complied with all the terms and conditions under which the card was issued where reasonably able to do so.
4. any claim for **Money** due to devaluation of currency or shortages due to errors or omission.

15.4 Additional Claims Conditions Applicable to this Section

1. The **Insured** and each **Insured Person** must take care to prevent loss and, in the event of a loss, the **Insured Person** must report all losses to the police or similar authority as soon as possible after discovery of the loss.
2. Claims under the emergency cash extension should be made to **AXA XL Assistance**.



16 Hijack, Kidnap & Extortion Insurance

16.1 The Cover

If an **Insured Person** is **Hijacked, Kidnapped** or allegedly **Kidnapped** during an **External Journey** the **Insurer** shall cover the **Insured** for:

1. **Kidnap or Extortion Consultant's Costs**
2. **Kidnap or Extortion Expenses**
3. **Kidnap or Extortion Payment**
4. **Hijack** Benefit amount shown in the **Schedule**
5. **Kidnap** Benefit amount shown in the **Schedule**.

The **Insurer** will pay up to but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** subject to the **Incident Limit** as detailed in the **Schedule** in respect of any one **Insured Person**.

16.2 Additional Definitions applicable to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

1. **Cash**
Coins or banknotes which are taken on or acquired during an **Insured Journey** by the **Insured Person** and are intended for personal expenditure or business expenditure that is reclaimable from the **Insured**.
2. **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 the fraudulent or coercive use of a **Financial Card**.
3. **Extortion**
A threat made directly against an **Insured** by a person or group to **Kidnap** or cause bodily harm to an **Insured Person** for the purpose of obtaining a **Kidnap or Extortion Payment**.
4. **Hijack(ed)**
The unlawful seizure or taking control of an aircraft or other public conveyance in which an **Insured Person** is travelling.
5. **Kidnap(ed)**
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 a **Kidnap or Extortion Payment** as a condition of the release of that **Insured Person**. A **Kidnap** in which more than one **Insured Person** is wrongfully abducted or detained shall be considered as a single **Kidnap**.
6. **Kidnap or Extortion Consultants' Costs**
Reimbursement of fees and expenses of the consultants chosen by the **Insurer** to investigate and negotiate the release of an **Insured Person** which have been incurred in response to a **Kidnap** or **Extortion** including but not limited to costs of travel accommodation qualified interpretation communication and payments to informants.
7. **Kidnap or Extortion Expenses**
 - (a) travel and accommodation expenses incurred by the **Insured**.
 - (b) any payments to informants.
 - (c) fees and expenses of an independent public relations consultant incurred with the prior consent of the **Insurer**.

- (d) the continued payment of the remuneration that the **Insured Person** received as a salary from the **Insured** prior to being wrongfully abducted or detained for the duration that it is believed that the **Insured Person** remains alive or until the release of the **Insured Person** subject to a maximum of six (6) continuous months.
- (e) fees for independent legal and medical advice incurred by the **Insured** with the prior consent of the **Insurer**.

8. **Kidnap or Extortion Payment**

Any consideration paid or promised by the **Insured** to a person or group believed to be responsible for **Kidnap** or **Extortion** which is incurred to terminate the **Kidnap** or **Extortion**.

9. **Payments to Informants**

Reimbursement of necessary payments paid or promised by the **Insured** to any person providing information which leads to the arrest of the person or group responsible for **Kidnap** or **Extortion** of an **Insured Person(s)**.

16.3 **Additional Extensions applicable to this Section**

1. **Express Kidnappings**

If an **Insured Person** is the victim of an **Express Kidnapping** during an **External Journey** the **Insurer** shall cover the **Insured** for any financial loss incurred directly as a result of a **Financial Card** being used fraudulently or under coercion up to the amount stated in the **Schedule** per **Insured Journey**.

16.4 **What is not covered under this Section**

The **Insurer** will not pay any

- 1. claims due to any fraudulent dishonest or criminal act of the **Insured** or the **Insured Person** including any person who has custody of any ransom monies.
- 2. claim for an **Insured Person** within their **Permanent Country of Residence**.
- 3. claim for a **Kidnap** or **Extortion** which occurs in Afghanistan, Iraq, Libya, Mali, Mexico, Niger, Nigeria, Pakistan, Somalia, Syria or Yemen.
- 4. claim for a **Child** kidnapped by their parent or guardian.
- 5. sums the **Insured** becomes legally liable to pay as the result of any legal action for damages including legal costs incurred by the **Insured** in defence of such action as the result of alleged negligence or incompetence in hostage retrieval operations or negotiations following the wrongful abduction or detention of an **Insured Person** or alleged negligence in not preventing the wrongful abduction of the **Insured Person**.
- 6. sums property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the **Insured** or any person(s) authorised to act on behalf of the **Insured**.
- 7. claim where the **Insured** or the **Insured Person** has made an offer promise or payment without the express consent of the **Insurer**.
- 8. any claim responded to by **AXA XL Assistance** where it is subsequently found that the person incurring costs is not an **Insured Person** on an **Insured Journey** in which event such costs will be the sole responsibility of the **Insured**.

16.5 **Additional Conditions applicable to this Section**

- 1. **AXA XL Assistance** must be informed as soon as possible of any situation that may give rise to a claim.
- 2. The **Insured** must provide **AXA XL Assistance** with all assistance and information as soon as possible and no offer, promise or payment shall be made by the **Insured** or **Insured Person** without the express consent of the **Insurer**.
- 3. A claim shall not be payable where the **Insured** or **Insured Person** has had **Kidnap** insurance declined or cancelled prior to the inception of this Policy.
- 4. Ransom demands made by the same person group or collaborating groups with the apparent purpose of creating a cumulative or coercive effect upon the **Insured** or **Insured Person** as these shall be considered as one demand.



17 Legal Expenses Insurance

17.1 The Cover

If an **Insured Person** sustains **Bodily Injury** following an **Accident** or illness caused by a third party during an **Insured Journey** the **Insurer** shall pay the **Insured** for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against the third party.

The **Insurer** will pay up to but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** as detailed in the **Schedule**.

17.2 Additional Definitions applicable to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

1. Legal Expenses

- (a) Any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed to act on behalf of the **Insured Person** including costs and expenses of expert witnesses in addition to those incurred by the **Insurer** in connection with such claims or procedures; or
- (b) Any costs payable by an **Insured Person** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

17.3 Additional Extensions applicable to this Section

1. Court Attendance Costs

If, reasonable additional travel and accommodation costs are incurred by an **Insured Person** in connection with the requirement to attend court the **Insurer** shall, so long as the **Legal Expenses** for that claim are recoverable under this section, pay the **Insured** up to the Sum Insured per **Insured Journey** shown in the **Schedule**.

17.4 What is not covered under this Section

The **Insurer** shall not pay for:

- 1. Any **Legal Expenses** incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the **Insured Person**.
- 2. Any fines or penalties.
- 3. Any **Legal Expenses** incurred in connection with any criminal or wilful act.
- 4. Any **Legal Expenses** incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents which are eligible for consideration under an arbitration scheme or complaints procedure.
- 5. Any **Legal Expenses** arising out of any legal proceedings brought by the **Insured Person** against (a) the **Insured** or (b) any other **Insured Person**.
- 6. Any **Legal Expenses** arising out of any legal proceedings brought by the **Insured Person** against the **Insurer**, its agents, representatives and/or **AXA XL Assistance**.

17.5 Additional Conditions applicable to this Section

- 1. Written consent from the **Insurer** must be obtained prior to incurring **Legal Expenses**. The **Insurer** will give prior consent if the **Insured** satisfies the **Insurer** that:
 - (a) There are reasonable grounds for pursuing the legal proceedings and it is likely that such an action shall be successful; and
 - (b) It is reasonable for **Legal Expenses** to be provided in a particular case.



2. Following notification under condition 1. above the **Insurer** will be entitled at any time in connection with any claim:
 - (a) To take over within their sole discretion the conduct, control and settlement of any such claim.
 - (b) To pay to the **Insured** the Sum Insured per Insured Journey as stated in the **Schedule** (after deduction of any sums already paid and subject to the Incident Limit) or any lesser sum for which, in the **Insurer's** sole opinion, the claim can be settled and upon such payment being made the **Insurer** will relinquish the conduct and control of and have no further liability in connection with the claim. For the avoidance of doubt the **Insurer** will have no liability to pay defence Legal Expenses incurred after the date upon which any such payment is made.
3. The **Insurer** shall not be required to pay, or continue to pay, **Legal Expenses** in respect of any legal proceedings if it obtains an opinion from a lawyer with at least five (5) years' experience that such proceedings are more likely than not to be successful.



18 Personal Liability Insurance

18.1 The Cover

If an **Insured Person** becomes legally liable to pay damages for which the **Insured** is or has agreed to be responsible in respect of:

1. **Bodily Injury** to any person
2. the illness of any person or
3. the accidental loss or damage to the property of any person

occurring during an **Insured Journey** the **Insurer** shall:

- (a) reimburse the **Insured** for any such damages incurred by the **Insured Person**; and
- (b) pay any costs and/or expenses incurred by a claimant arising out of 1., 2. or 3. above and which are recoverable by the claimant from the **Insured Person** or any representative of an **Insured Person**; and any other costs and expenses incurred with the **Insurer's** prior written consent.

The **Insurer** will pay up to but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** as detailed in the **Schedule**.

18.2 What is not covered under this Section

The **Insurer** shall not pay for:

1. Legal liability resulting from loss or damage to property belonging to or held in trust by or which is in the custody or control of the **Insured** or **Insured Person** or any **Employee** of the **Insured** or any member of the family of the **Insured Person**.
2. Legal liability resulting from injury or illness to any member of the family of the **Insured Person**.
3. Legal liability arising as a result of the ownership, possession or use of any:
 - (a) mechanically propelled vehicle
 - (b) aircraft or motorised watercraft or
 - (c) firearm (other than sporting guns).
4. Legal liability arising in connection with:
 - (a) any malicious or unlawful act
 - (b) any deliberate act that is intended by the **Insured Person** other than where the **Insured Person** uses force to protect persons or tangible property
 - (c) the carrying out of any trade business or profession
 - (d) the rendering of or failure to render advice or medical assistance or
 - (e) the ownership possession or occupation of land or buildings.
5. Legal liability arising out of any legal proceedings brought against the **Insured Person** by another **Insured Person**.
6. Damages which should be more specifically claimed under any other contract of insurance in the name of the **Insured** and/or the **Insured Person**.
7. Damages resulting from venereal disease sexually transmitted diseases Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.
8. Any fines or penalties, punitive or exemplary damages.
9. Damages resulting from the actual alleged or threatened contaminative pathogenic toxic or other hazardous properties of asbestos.



10. Damages loss cost or expense resulting from any:
 - (a) request demand order or regulatory or statutory requirement that any **Insured** or others that test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of asbestos or
 - (b) claim or proceeding by or on behalf of a government authority or others for any damages loss cost or cleaning up containing treating detoxifying or neutralising or in any way responding to or assessing the effects of asbestos.
11. Damages resulting from an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury.
12. Damages resulting from an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

18.3 Additional Claims Condition applicable to this Section

1. The **Insured** must forward to the **Insurer** as soon as reasonably practicable any letter of claim, writ, proceeding or similar document received in connection with any claim made under this section.
2. The **Insured** must not make any admission of liability without the **Insurer's** prior written consent



19 Personal Security Specialist Expenses Insurance

19.1 The Cover

If during an **Insured Journey** an **Insured Person** becomes involved in a **Life-threatening Situation** the **Insurer** will reimburse the **Insured** in respect of the costs reasonably and necessarily incurred by **AXA XL Assistance** in extricating the **Insured Person** from such **Life-threatening Situation**.

The **Insurer** will pay up to the appropriate Sum Insured in respect of any one **Insured Person** subject to the **Incident Limit** as detailed in the **Schedule**.

19.2 Additional Definitions applicable to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

1. **Life-threatening Situation**

Any situation or event occurring on an **Insured Journey** where **AXA XL Assistance** agrees that the **Insured Person's** life is potentially in danger.

19.3 What is not covered under this Section

The **Insurer** will not pay in respect of any claim:

1. as a result of the **Life-threatening Situation** being directly due to circumstances within the control of the **Insured** or the **Insured Person**.
2. involving any fraudulent dishonest or criminal act of the **Insured** or the **Insured Person**.
3. resulting from circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation Insurance Section of this Policy.
4. **handled by AXA XL Assistance where it is subsequently found that the person incurring costs is not an Insured Person on an Insured Journey in which event such costs will be the sole responsibility of the Insured.**

19.4 Additional Conditions applicable to this Section

1. **AXA XL Assistance** must be informed as soon as possible of any situation or event that may give rise to a claim.
2. The **Insured** and **Insured Person** must provide **AXA XL Assistance** with all information as soon as possible and must not make or attempt to make arrangements without the involvement and/or agreement of **AXA XL Assistance**.
3. Any extrication must be organised by **AXA XL Assistance** who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an **Insured Person** if required.



20 Rental Vehicle Excess Insurance

20.1 The Cover

If an **Insured Person** sustains loss, theft or damage to a **Rental Vehicle** during an **Insured Journey** the **Insurer** shall reimburse the **Insured** in respect of the monetary amount that the **Insured Person** is legally liable to pay as an excess or deductible under a **Rental Vehicle** insurance policy or any other insurance policy applicable to the **Insured Person** for which cover in respect of loss of or theft of or damage to a **Rental Vehicle** is in force.

The **Insurer** will pay up to but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** subject to the **Incident Limit** as detailed in the **Schedule**.

20.2 Additional Definitions applicable to this Section

There are words and expressions used in this section of the Policy which have a specific meaning unique to this Policy. These words are shown below and when shown in bold type the specific meaning will apply. Plural forms of the words defined have the same meaning as the singular form.

Please also refer to General Policy Definitions for definitions that apply to the Policy as a whole.

1. **Rental Vehicle**

Any vehicle rented by an **Insured Person** under a licensed rental vehicle agreement.

20.3 What is not covered under this Section

The **Insurer** shall not pay for:

1. Any loss of or damage to a **Rental Vehicle** caused deliberately by the **Insured Person**.
2. Any loss of or damage to a **Rental Vehicle** arising out of wear and tear or gradual deterioration, mechanical or electrical failure not attributable to accidental damage.
3. any damage that existed at the commencement of the period of rental.

20.4 Additional Conditions applicable to this Section

1. A claim shall not be payable unless the **Rental Vehicle** has been rented from a licensed rental vehicle company.
2. A claim shall not be payable unless the **Insured Person** has complied with all requirements of the rental vehicle agreement and of the rental vehicle insurance policy or any other insurance policy applicable to the **Insured Person** under which the **Insured Person** is claiming in respect of loss of or theft of or damage to the **Rental Vehicle**.



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