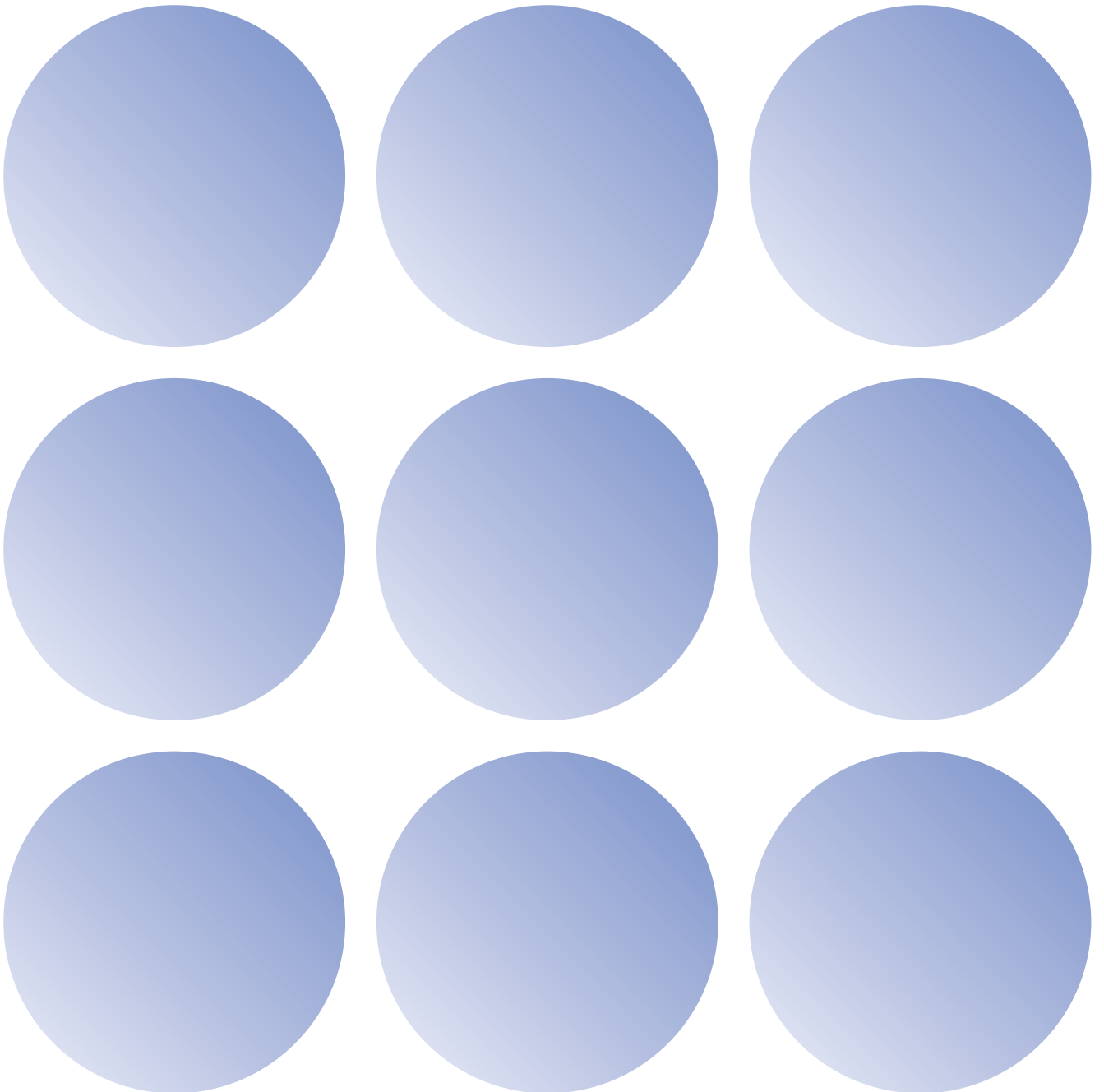


Business Travel

Policy document



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A Warm Welcome to Zurich

Thank **you** for taking out **your** Business Travel Insurance policy with **us** – and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

Business Travel policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** (also referred to as the Insured) and **us** (also referred to as the Company). **You** have made to **us** a proposal which is the basis of and forms part of the contract.

We will insure **you** under those sections shown in the schedule during any Period of Insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.



Guy Munnoch

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

We hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer **your** insurance policy and any claims made under this policy **we** may share personal data provided to **us** with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If **we** do transfer **your** personal data including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

Claims History

Under the conditions of this policy **you** must tell **us** about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) undertake credit searches
- c) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

The Company hereby agrees:

1 Baggage

That if personal baggage (including such baggage sent in advance) wearing apparel and other personal effects belonging to the Person Insured shall be accidentally lost or damaged the Company will pay the amount of such loss or damage provided that in no circumstances shall the liability of the Company exceed the sum insured stated in the schedule.

Provided that no one item shall be deemed to exceed £250 in value unless specifically declared to and agreed by the Company.

Exclusions to Section 1

The Company shall not be liable for:

- a) loss or damage arising from wear and tear, depreciation or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected
- b) cracking, scratching or breakage of sports gear while still in use or of china, glass, earthenware and the like
- c) breakdown of radios, record players, tape recorders, electrically operated instruments and the like
- d) loss of or damage to coin, bank and currency notes, travellers cheques, letters of credit, credit cards, travel tickets, vouchers, bonds, negotiable instruments, coupons or securities, passports or documents
- e) loss of or damage to property occurring in the course of a household removal
- f) loss or damage occasioned by or in consequence of confiscation or detention by Customs or other Authorities
- g) the first £10 of each and every loss or damage.

2 Money

That if coin, bank and currency notes, travellers' cheques, letters of credit, travel tickets, vouchers and petrol coupons belonging to the Insured or the Person Insured and taken on a journey shall be accidentally lost or damaged the Company will pay the amount of such loss or damage provided that in no circumstances shall the liability of the Company exceed the sum insured stated in the schedule.

Exclusions to Section 2

The Company shall not be liable for:

- a) any shortages due to error, omission or depreciation in value
- b) any loss not reported to the Police within 24 hours of discovery
- c) loss or damage occasioned by or in consequence of confiscation or detention by Customs or other authorities
- d) the first £10 of each and every loss or damage.

3 Losses incurred by cancellation or curtailment

If a Journey to which this policy applies shall necessarily be cancelled or curtailed because of:

- 1) injury to or death or illness of the Person Insured or the husband, wife, father, mother, brother, sister, child or close business associate of the Person Insured or any person with whom the Person Insured intended to travel
- 2) the Person Insured being subject to quarantine or being required for jury service or as a witness in a court of law

- 3) the home of the Person Insured being rendered uninhabitable by fire, explosion, malicious damage, storm, flood or burst pipes
- 4) the presence at home of the Person Insured being requested by the police following burglary or attempted burglary at the home or place of business of the Person Insured.

So that travel or other accommodation which was booked prior to the start of the journey is unused the Company will reimburse charges made upon the Insured or the Person Insured and not otherwise recoverable in respect of such unused accommodation together with the necessary and reasonable additional travel expenses incurred in the event of the Journey being curtailed provided that in no circumstances shall the liability of the Company exceed the sum insured stated in the schedule.

Provided that the Company shall not be liable for any loss consequent upon injury to or death or illness of any person aged over 75.

4 Medical and Emergency Travel Expenses

That if the Person Insured shall sustain accidental bodily injury or contract illness the Company will reimburse up to the limit of the sum insured stated in the schedule expenses reasonably and necessarily incurred as a direct result of the injury or illness for:

- 1) medical, surgical or other remedial treatment and hospital nursing home and ambulance services incurred outside the United Kingdom
- 2) additional accommodation or travel arrangements for the Person Insured or any relative or friend travelling to or remaining with the Person Insured
- 3) in the event of death burial abroad or transporting the body or ashes to the United Kingdom.

Exclusions to Section 4

The Company shall not be liable for:

- a) dental or optical expenses unless required in consequence of accidental bodily injury
- b) the first £10 of each and every claim.

Exclusions to Sections 3 & 4

The Company shall not be liable for:

- a) any expense or claim of a nature which could reasonably have been foreseen by the Insured or the Person Insured from circumstances known or details available at the time of booking the journey or before the journey is commenced
- b) any expense or claim in respect of any Person Insured aged 65 years or over who has not provided satisfactory medical evidence of fitness to travel to the Company before undertaking the journey involved
- c) any claim arising from travel arrangements made or undertaken against the advice of any medical practitioner
- d) expenses arising from an acute or chronic medical condition or physical infirmities affecting mobility existing at the commencement of the Period of Insurance and not disclosed to the Company before such commencement
- e) expenses caused prolonged or complicated by pregnancy known at the time the journey is commenced
- f) expenses caused by the Person Insured motor cycling, hunting, mountaineering, pot-holing, playing football, polo or ice hockey, skiing, tobogganing, racing or flying (except as a passenger and not as a member of the crew or for the purpose of engaging in any trade or technical operation therein, in any properly certificated or licensed power-driven aircraft constructed to carry passengers)
- g) expenses caused by the Person Insured being insane, under the influence of drink or drugs, contracting venereal disease, committing suicide or any act of intentional self-injury.

5 Personal Public Liability

If the Person Insured in his or her private capacity shall become legally liable for:

- a) accidental bodily injury (fatal or non-fatal) to any person other than a person in the service of the Person Insured or any member of the family or household of the Person Insured
- b) accidental loss of or damage to property not belonging to nor held in trust by or in the custody or control of the Person Insured or any servant or member of the family or household of the Person Insured

Occurring during the Period of Insurance then, in respect of such injury, loss or damage, the Company will at the request of the Insured indemnify the Person Insured or, in the event of his or her death, the legal representatives against all sums which the Person Insured shall become legally liable to pay as compensation and all law costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Company.

The total liability of the Company under this Section in respect of any one claimant or any number of claimants arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum of £500,000.

Exclusions to Section 5

The Company shall not be liable for:

- a) liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement
- b) claims for injury loss or damage arising from:
 - i) ownership or use of aircraft, mechanically propelled vehicles, waterborne craft, animals (other than horses, domestic dogs or cats) or firearms other than sporting guns
 - ii) the occupation or ownership of any land or building
 - iii) racing or the pursuit or exercise of any trade or profession
 - iv) wilful or malicious acts.

General exclusions

The Company shall not be liable for:

- a) loss, damage, death, injury, illness, disablement or expense resulting from manual work of any kind engaged in during the period of the Journey
- b) loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c) loss, damage, death, injury, illness, disablement or expense caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or taking part in civil commotion or riot of any kind
- d) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- e) Under any Section of this policy, any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant, derivative or variations thereof howsoever caused.

Conditions

- 1 This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or of the schedule shall bear such specific meaning whenever it may appear.
- 2 The Insured shall as soon as reasonably possible give notice to the Company upon the happening of any event that might give rise to a claim under this policy and shall take all reasonable precautions to minimise the effects thereof. The Insured shall as soon as possible deliver to the Company a written statement substantiating the claim and supply all information and evidence, including certificates and vouchers, and do all such things as may reasonably be required by the Company.
- 3 The Company may at any time at its own expense and without prejudice to any question between the Company and the Insured take such action as it may deem fit for the recovery of the property lost or stated to be lost and if so desired the Company may take over and prosecute for its own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any such proceedings and for these purposes may use the name of the Insured who shall give all necessary assistance to the Company.
- 4 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy all benefit thereunder shall be forfeited.
- 5 This policy does not cover any loss or damage, expense or liability which is insured by, or would but for the existence of this policy be insured by, any other policy or policies except in the respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been affected.
- 6 If the Insured pays the premium to the Company using the Company's Direct Debit instalment scheme, the Company will have the right (which the Company may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The Company may vary the terms of the policy (including the premium) at renewal. If the Insured decides that he does not want the Company to renew the policy, provided the Insured tells the Company (or his insurance intermediary) before the next renewal date, the Company will not renew it.
- 7 The Company may cancel this Policy by giving 14 days notice by registered post to the Insured at the last known address and in such event the premium shall be adjusted appropriately for the unexpired part of the Period of Insurance.
- 8 Within one month from the expiry of this policy or any renewal thereof the Insured shall if the premium be adjustable furnish a statement of Journeys undertaken or such other particulars and information as the Company may require for the purpose of assessing any premium which may be due to or from the Insured subject always to any stipulated minimum premium.
- 9 If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Europ Assistance Medical Emergency Service (Available only if Section 4 is operative)

All persons resident in the United Kingdom who are travelling abroad and are covered by this policy can call on the emergency service facilities of Europ Assistance Ltd.

Repatriation of patients – If in the opinion of Europ Assistance’s Medical Advisers it would be preferable to repatriate a patient to the U.K. the transfer will be undertaken by normal passenger air services or road ambulance. However if a patient’s condition warrants urgent treatment Europ Assistance will utilise an air ambulance subject to consultations between the doctor in attendance and the Europ Assistance Medical Advisers. (Kindly note that in respect of any journey beyond Europe (including Eastern Europe, countries bordering the Mediterranean, Madeira and the Canary Islands) it would only be possible for the repatriation of a patient to be undertaken by regular airline services). Remember that in the case of a patient requiring repatriation the attending doctor must provide a certificate confirming that the patient is fit to travel since without this the airline ferry company operators reserve the right to refuse to carry any sick or injured person.

Confirmation of payment – Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed thus eliminating the necessity for the patient to make payment out of his or her own funds.

Expenses incurred by providing the above facilities will be met up to the limits specified in this Policy. The operation and availability of the Service will be governed by the same general terms, Conditions and Exclusions that appear in the main policy.

Special note – If an emergency situation arises requiring an ambulance repatriation it may be that the cost of such a facility would exceed the Sum Insured under the Medical Expenses Section of this Policy. In these circumstances the full cost of such air ambulances will be borne by the Zurich Insurance plc.

The constantly manned Emergency Service headquarters can be contacted at any time of the day or night. The call will be answered by an experienced assistant co-ordinator to whom all relevant information should be given.

Telephone No: 01444 411999
Telex No: 947736 EURA
Telegrams: Eurassist Croydon (Telex)
Fax: 01444 459292

Our Complaints Procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

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

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.



CommunityMark
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Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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