



**XL Insurance**

**Retail Accident  
& Health**

**Personal  
Accident or  
Personal  
Accident and Illness  
And Business Travel  
Insurance**

**For Production Service Industry Crew**



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## Introduction

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This policy is a contract between **You** and **Us** administered by Precision Broking Limited on **Our behalf**.

This policy consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

**We** will pay the **Sum Insured** to **You**, or **Your** Executors or Administrators, in accordance with the following Schedule of Compensation in the event of **You** sustaining **Bodily Injury** or **Illness**, subject to the terms, Definitions, Exclusions and Conditions, contained in this policy

If however, **Insured Person** is named in the attaching **Schedule**, **We** will pay **Insured Person** and not **You**.

This policy insures only those items which have a **Sum Insured** entered by them in the **Schedule**. Items not insured have the words “NOT COVERED” by them.

### Accessibility

Upon request Precision Broking Limited can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged

### Information You Have Given To Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy;

in accordance with the Cancellation and Cooling-Off Period Provisions.



## Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

## Change in Circumstances

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy. For example, **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## Fraud

If **You**, or anyone acting for **You**, 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, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- (ii) **We** need not return any of the premium paid.

## Cancellation and Cooling- Off Period Provisions

### (a) **Your Right to Cancel during the Cooling-Off Period**

**You** can cancel this policy by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

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

### (b) **Your Right to Cancel after the Cooling-Off Period**

**You** can cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

### (c) **Our Right to Cancel**

**We** can cancel this policy, if there is a valid reason to do so, including for example:

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



by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

### **Choice of Law**

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy will 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.

### **Third Party Rights**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **Regulatory Information**

### (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, United Kingdom. Registered in England Number 5328622

**You** can check this out on the FCA's website at [www.fca.org.uk](http://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 Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.  
Registered in Ireland Number 659610.

**You** can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

### (c) **Precision Broking Limited**

Precision Broking Limited is registered in England and Wales. Company Registration No. 06906320. Registered office: 59 Prince Street, Bristol BS1 4QH.

Precision Broking Limited is authorised and regulated by the Financial Conduct Authority – Firm Reference Number 502742.

### (d) **HEALIX INTERNATIONAL Limited**

Healix Medical Services Limited, located at Healix House, Esher Green, Esher, Surrey, KT10 8AB (Co. reg. 08918624)

### (e) **CSA**

Claims Settlement Agencies Ltd, 308-314 London Road, Hadleigh, Essex, SS7 2DD

## **Complaints Procedure**

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

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

Complaints Department

XL Catlin Services SE, UK Branch

20 Gracechurch Street



London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

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

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: **From within the United Kingdom**

0800 0234 567                      calls to this number are free on mobiles and landlines

0300 1239 123                      calls to this number costs no more than calls to 01 and 02 numbers

**From outside the United Kingdom**

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586                      Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Insurance Guarantee Scheme

XL Catlin Insurance Company UK Limited is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to you

under this policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY) and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

### Fair Processing Note

(a) **Precision Broking Limited**

For more information about how Precision Broking Ltd T/a Crew Cover process your personal information, please see their full privacy notice at <https://www.crewcover.com/privacy>

(b) **HEALIX INTERNATIONAL Limited**

For more information about how Healix process your personal information, please see their full privacy notice at <https://healix.com/privacy-and-cookies/#1549041489846-ac629006-b434>

(c) **CSA Limited**



For more information about how CSA process your personal information, please see their full privacy notice at <https://www.csa.co.uk/privacy-policy/>

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

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

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

### **Amendments to this policy**

Should **You** (or **Insured Person**, if named in the **Schedule**) wish to amend this policy, notification of such amendment should be given to the agent shown in the **Schedule**.

## **Definitions**

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Throughout this policy and attaching **Schedule** and **Endorsements**, all words in bold type shall have the following meaning.

Words in the masculine gender shall include the feminine.

- (1) **Accident** means a sudden, unexpected, unusual, specific event, which is external to the body and occurs at an identifiable time and place but shall also include exposure resulting from a mishap to a conveyance in which **You** are travelling.  
**Accident** shall also include disappearance. If **You** are not found within ninety (90) days of disappearing, and sufficient evidence is produced satisfactory to **Us** that leads them inevitably to the conclusion that **You** have sustained **Bodily Injury** and that such injury caused **Your** death, **We** shall pay the death benefit, where applicable, under this policy provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if **You** are subsequently found to be living.
- (2) **Annual Salary** means the annual gross salary received by **You** in respect of **Your** occupation as a production services crew member.
- (3) **Benefit Period** means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement Sum Insured** is payable, after deduction of the **Excess Period**.
- (4) **Bodily Injury** means identifiable physical injury which: -
  - (a) Is sustained by You and
  - (b) Is caused by an Accident during the Period of Insurance and
  - (c) Solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions Your death or disablement within twelve (12) months from the date of the Accident.
- (5) **Country of Domicile** means the country in which **You** normally reside.
- (6) **Curtail / Curtailment / Curtailed** means cutting short a holiday trip to return to home or place of employment in the **United Kingdom**.
- (7) **Dependent Children** means all children under eighteen (18) years of age, or under twenty-three (23) years of age if in full time education, who normally reside with and are travelling with an adult insured under this policy.
- (8) **Endorsement** means a change in the terms and conditions of this policy agreed by **Us** that can extend or restrict cover
- (9) **Excess Period** means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.



- (10) **Gross Weekly Wage** means 1/52<sup>nd</sup> of the **Annual Salary**. However, for periods of disablement during the period 1<sup>st</sup> April until the 30<sup>th</sup> September, **Gross Weekly Wage** shall mean **Your** weekly average earnings received as a production services crew member since the 1<sup>st</sup> April of that year.
- (11) **Illness** means sickness or disease, the symptoms of which first appear during the **Period of Insurance** and which results solely and independently of any other cause in the total disablement within twelve (12) months after the symptoms first appear.
- (12) **Loss of Hearing** means the permanent, total and irrecoverable loss of hearing resulting in **You** being unable to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz when certified by a **Medical Practitioner**.
- (13) **Loss of Limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
- (14) **Loss of Sight** means the permanent and total loss of sight which shall be considered to have happened: -
- (a) In both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or;
  - (b) In one eye if, after correction, the degree **Your** sight has left is 3/60 or less on the Snellen scale certified by a **Medical Practitioner**.
- (15) **Loss of Speech** means total and irrecoverable loss of use of the power of audible and intelligible speech.
- (16) **Medical Expenses** means 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 .
- (17) **Medical Practitioner** means a registered, qualified, practicing member of the medical profession, registered in United Kingdom, or foreign equivalent, who is not member of **Your** family to or personally known to **You** or any person travelling with **You**.
- (18) **Money** means
- (a) Cash, bank or currency notes, travellers cheques, passports, green cards, petrol coupons or travel tickets,
  - (b) Credit cards, charge cards, or banker's cards, resulting in the fraudulent use thereof.
- (19) **Net Weekly Wage** means **Your Gross Weekly Wage**, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.
- For **Non-Salaried**, **Net Weekly Wage** means **Your** taxable earnings less Income Tax and National Insurance. In addition, where applicable, payment will include fixed, regular costs that were contracted to be paid by **You** prior to the date that **Bodily Injury** or **Illness** occurred.
- (20) **Non-Salaried** means that **You** are self-employed or **You** have a temporary contract of employment or contract that does not provide a regular income.
- (21) **Pair or Set** means **Property** forming part of a pair or set and such shall be considered together as one (1) item
- (22) **Partner** means the spouse or any person who has co-habited with **You** for at least six (6) consecutive months and continues to do so at commencement of the trip.
- (23) **Permanent Total Disablement** means disablement which entirely prevents **You** from attending to the duties of **Your** usual business or occupation and which lasts twelve (12) months and at the expiry of that period is beyond hope of improvement certified by a **Medical Practitioner**.
- (24) **Personal Property** means property owned by or in **Your** custody or control .
- (25) **Period of Insurance** means the period stated in the **Schedule**.
- (26) **Quarantine** means:
- (a) The period of time which **You** are required to compulsory self-isolate on instruction of competent authority (including for example, the national or local government or health authority) when returning to the **United Kingdom** during the **Period of Insurance** from **Your** trip; or
  - (b) The period of time which **You** are required to compulsory self-isolate on instruction of competent authority (including for example, the national or local government or health authority) when **You** reach **Your** trip destination during the **Period of Insurance**.



- (27) **Salaried** means **You** having a permanent contract of employment whereby they are paid an **Annual Salary**.
- (28) **Schedule** means the document showing details of the **Period of Insurance, You/Insured Persons**, Operative Time, included policy sections and sums insured and maximum incident limits which should be read with this policy.
- (29) **Sum Insured** means **Our** limit of liability, as shown in the **Schedule** and any attaching **Endorsement**.
- (30) **Temporary Total Disablement** means disablement that temporarily and totally prevents **You** from attending to the duties of **Your** usual business or occupation certified by a **Medical Practitioner**.
- (31) **Terrorism** means an act, including for example the use of force or violence and/or the 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.
- (32) **Travel Party** means friends, relatives or business associates who are travelling with **You** on the same carrier to the same destination.
- (33) **Unattended** an article will be deemed to be unattended if it is not close enough to **You** to prevent unauthorised interference with such article by a third party. This shall not include baggage left in the custody of a carrier or in a locked hotel room.
- (34) **United Kingdom** means England, Scotland, Wales and Northern Ireland. In respect of persons not resident in the **United Kingdom** reference to the **United Kingdom** is amended to read "**Country of Domicile**."
- (35) **War** means war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (36) **We/Us/Our** means XL Catlin Insurance Company UK Limited
- (37) **Wear and Tear** means reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
- (38) **Valuables** means spectacles, sunglasses, contact or corneal lenses, sports equipment, watches, furs, jewellery, cameras, camcorder and any accessories, telecommunication, audio and computer equipment or game consoles, including accessories.
- (39) **You/ Yours/ Insured Person** means the person, persons or corporate body or other entity named in the **Schedule** as **You** or **Insured Person**.

## General Conditions

(Applicable to the whole policy unless otherwise stated)

### Claims Under More Than One Section (Sections 2 to 9 only)

In the event of any one occurrence giving rise to claims under more than one Section of this policy, only the one monetary exclusion of GBP50 for each person mentioned in the **Schedule** as **You** shall be deducted from the total amount of the claim.

### Other Occupations

If **You** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this policy without first notifying **Us** and obtaining **Our** written agreement to the amendment of this policy (subject to the payment of such additional premium as **We** may require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising out of or in the course of such occupation.

### Claims Notification

Notice must be sent to the CSA Limited as soon as practicably possible of any **Accident** or **Illness** to **You**. In no case will **We** be liable to pay compensation to **You** or to **Your** representatives unless the medical adviser or advisers appointed by **Us** for the purpose shall be allowed so often as may be deemed necessary to make an examination of **You**.

### Accumulation Limit



In the event of an **Accident** involving more than one **Insured Person or You** and where the claim exceeds the Accumulation Limit shown in the **Schedule**, the compensation payable in respect of each person mentioned in the **Schedule as You**, shall be proportionately reduced until the total does not exceed that limit.

### **Other Personal Accident or Personal Accident and Illness Insurance**

This policy is issued on the condition that **You** have no other **Accident** or **Illness** Insurance except as specifically declared to **Us** at inception or agreed by them during the **Period of Insurance**.

### **Subrogation**

**We** shall be subrogated to all **Your** rights of recovery against any person or organisation for any claim paid or payable under this policy up to **Our** limit of liability in respect of such claim. **You** shall, wherever practicably possible, give all such information and assistance as **We** may require to secure such rights.

### **Reasonable Precautions**

**You** are required to take all practicable steps to protect yourself and **Your** property as though **You** were uninsured.

### **Endorsements Attaching to This Insurance**

No **Endorsement** or amendment to this policy shall override the Exclusions or General Exclusions applicable to Section 5, Personal Liability, or the following individual Exclusions: -

- Section 3, Cancellation and Curtailment, Exclusion 4
- Section 4, Journey Continuation and Delay, Exclusion 5

If there is an **Insured Person** named in the **Schedule**, these Conditions shall also apply to the **Insured Person**.

## **General Exclusions**

(Applicable to the whole policy)

This policy does not cover claims in any way caused or contributed to: -

- (1) **You** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- (2) **You** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
- (3) **You** whilst riding or driving in any kind of race.
- (4) **Your** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in genuine self-defence), or from **Your** own criminal act, or whilst engaged in or taking part in civil commotions or riots of any kind.
- (5) **War**, whether **War** be declared or not, invasion or civil **War**; except whilst **You** are travelling outside the **United Kingdom**, however this exception shall not apply where **You** are taking an active part in such war, invasion or civil war.
- (6) Terrorism involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
- (7) **You** being in a state of insanity, whether temporary or otherwise.
- (8) Nuclear reaction, nuclear radiation or radioactive contamination.
- (9) Any claims caused by alcohol abuse, excessive consumption, drugs or solvents (other than drugs prescribed by a registered **Medical Practitioner** but not for the treatment of drug addiction).
- (10) **We** shall not be liable to pay any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
- (11) **We** shall not be liable to pay any claims for anyone aged sixty-five (65) years or over at commencement of the **Period of Insurance**.
- (12)
  - (a) any benefits for **Bodily Injury** or **Illness**; or
  - (b) for any loss, damage, liability, cost or expense;



caused deliberately or accidentally by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).

Additional Exclusions applicable to Sections 2 to 9 only: -

(13) Any trip booked or commenced by **You**: -

- (a) Contrary to medical advice, or;
- (b) To obtain medical treatment, or;
- (c) After a terminal prognosis has been made.

(14) **We** shall not be liable to pay any claims or expenses arising directly or indirectly from any **Your** medical condition for which medical advice or treatment has been given by a **Medical Practitioner** or hospital during the twelve (12) months prior to commencement of the **Period of Insurance** or the date of booking any trip covered by this policy, whichever is the later.

This exclusion shall not apply to any condition for which **You** take regular continuing medication provided that there has been no change in the type, frequency or quantity of drugs within the last twelve (12) months. However no claims or expenses relating to such condition will be admitted hereunder in the event of **Your** failure to take such drugs in accordance with the medical advice given.

(15) Any claim for expenses arising as a consequence of a loss (e.g. reduced turnover due to an insured accident).

(16) Any claim arising from **Your** participation in sports where **You** are representing a sporting club or association.

(17) **We** will not be liable for any claims or expenses for any part of any trip booked or commenced in the knowledge that such trip will exceed the maximum duration(s) shown in the **Schedule** or any attaching **Endorsement**.



## Assistance

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**You** and **Insured Persons** should use the services of the following named assistance company to the full for all emergency matters, medical emergency matters, in-patient hospital treatment and evacuation/repatriation. The assistance company will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to the prior approval of said assistance company:

Healix International Ltd

Healix House, Esher Green, Esher, Surrey, KT10 8AB

[www.healix.com](http://www.healix.com)

Telephone: + 44 (0)203 9898925

Email: [internationalhealthcare@healix.com](mailto:internationalhealthcare@healix.com)

\*\*\*\*\* may be contacted at any time, should **You** require advice or assistance regarding all emergency matters.

In the event of **You** requiring in-patient hospital treatment and/or evacuation/repatriation, it is imperative that Healix International is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Healix International must be informed that this policy covers the person concerned and the following details must be provided:

- Your name
- Your location
- Your details (including passport/visa etc).
- The policy number
- The name and phone number of the doctor and hospital treating You (if applicable)
- Any additional people (outside of normal protocol) that should be updated throughout the case
- Nature of the incident
- The desired end state (what you want HEALIX INTERNATIONAL to do)
- Any other pertinent information on the incident that may effect HEALIX INTERNATIONAL' response (security situation etc)

**Failure to contact HEALIX INTERNATIONAL and obtain authorisation it may impact Your ability to make a claim under this policy and could mean that some or all of the costs involved may not be paid. You and the Insured Person should not attempt to find their own solution and then expect full reimbursement from Us without prior approval first having been obtained from the HEALIX INTERNATIONAL Limited.**

**In the event that liability cannot be established at the outset of an emergency it is agreed that the first named insured will guarantee payment until such time that liability can be accepted by Us.**



## Claims

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All claim matters that are not an emergency in nature should be advised to:

### CSA

CSA, 308 – 314 London Road, Hadleigh, Benfleet, Essex, SS7 2DD

Telephone: 01702 841004

Email: [protectandassist@csal.co.uk](mailto:protectandassist@csal.co.uk)

### EEA or Switzerland

For trips in the European Economic Area (EEA) or Switzerland, You must obtain a GHIC. An GHIC can either be obtained online through <https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/> \* or an application form can be obtained by telephoning prior to travel. This will entitle You to benefit from the health care arrangements which exist between countries within the EEA or Switzerland. \*An GHIC can be obtained free of charge from this site. Please be aware that other sites may charge for obtaining an GHIC.

### Australia

If **You** need medical treatment in Australia, **You** must enrol with a local MEDICARE office. **You** do not need to enrol when **You** arrive, but must do so after the first occasion **You** receive treatments. Inpatient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enroll and the free treatment available can be found either by visiting [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or the MEDICARE website at [www.hic.gov.au](http://www.hic.gov.au).

## Operative Time

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### Section 1: Personal Accident or Personal Accident and Illness

The **Schedule** will show whether Section 1 is operative or not.

24 Hour Cover: **You** will be covered at any time during the **Period of Insurance**,

However, no cover is operative for any **Bodily Injury** or **Illness** occurring whilst **You** are engaged in any occupation other than that of a production services crew member.

### Sections 2 to 9: Travel Benefits

The **Schedule** will show whether these Sections are operative or not.

This policy shall cover **You** for trips outside of the **United Kingdom** for the purpose of carrying out **Your** occupation as a production services crew member.

For all Sections other than Cancellation, cover operates for trips commencing during the **Period of Insurance** shown in the **Schedule** from the time **You** leave home or place of employment at the commencement of the trip (whichever is the later) during the whole time away and until return to home or place of employment (whichever is the earlier).

Cancellation cover operates from the date of booking a trip or the commencement date of the **Period of Insurance** shown in the **Schedule**, whichever is the later, until commencement of the trip or expiry of the **Period of Insurance** whichever is the earlier.

Each trip is deemed to be a separate insurance, each being subject to the terms, Definitions, Exclusions and Conditions listed within the **Schedule**, the policy and any attaching **Endorsements**.



## Extension

If **You** have not returned to the **United Kingdom** by the expected expiration date of a trip for reasons which are beyond **Your** control, this policy will remain in force from such expected expiration date for a further twenty-one (21) days or until **Your** return, whichever is the earlier, without additional premium.

In the event of **Hi-Jack** of **You**, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the **Hi-Jack** and during travel direct to **Your** home or original destination, up to twelve(12) months from the date of the **Hi-Jack**.

## Optional Extension

The **Schedule** will show whether this Extension is operative or not.

This policy shall cover **You** for trips within the **United Kingdom** for the purpose of carrying out **Your** occupation as a production services crew member, provided that such trip(s) involve at least three (3) nights pre-booked accommodation that have been booked before the commencement of the trip.



## Section 1: Personal Accident or Personal Accident and Illness

### Schedule of Compensation

Compensation payable in respect of **Accident**

The following items only cover claims which fall within the definition of **Bodily Injury** and do not cover any claim caused or contributed to by **Illness**.

**We** will pay the **Sum Insured** shown in the **Schedule** if **You** suffer **Bodily Injury** during the **Period of Insurance** which results in **Your**:

- (1) Death
- (2) **Loss of Sight** of One or Both Eyes
- (3) **Loss of One or More Limbs**
- (4) Permanent Total **Loss of Speech**
- (5) **Loss of Hearing**
  - (a) In One Ear
  - (b) In Both Ears
- (6) **Permanent Total Disablement**  
(other than **Loss of Sight, Limb, Speech or Hearing**)
- (7) **Temporary Total Disablement**  
Compensation payable in respect of Illness

The following items only cover claims which fall within the definition of **Illness** and do not cover any claim caused or contributed to by **Bodily Injury**.

**We** will pay the **Sum Insured** shown in the **Schedule** if **You** suffer **Illness** during the **Period of Insurance** which results in **Your**:

- (8) **Loss of Sight** of Both Eyes
- (9) **Permanent Total Disablement** by Paralysis
- (10) **Temporary Total Disablement**

### Medical Expenses Extension

In the event of a valid claim under Items 1, 2, 3, 4, 5, 6, 8 or 9, **We** will pay **Medical Expenses** incurred up to a maximum of 10% of the **Sum Insured**.

In the event of a valid claim under Items 7 or 10, **We** will pay **Medical Expenses** incurred up to a maximum of 20% of the claim admitted.

The maximum amount payable under this extension is GBP5,000.

**We** will only pay expenses incurred within two (2) years of the date of the **Accident** or **Illness**.

If **You** or **Insured Person** are able to recover Medical Expenses under any other insurance, **Our** liability shall be limited to the difference between such recovery and the total cost of **Medical Expenses** incurred (see Subrogation in the General Conditions on page 5).

If **Your Country of Domicile** is outside England, Scotland, Wales and Northern Ireland, this Extension may not apply (see General Exclusion 10 on page 13).

### Average Earnings International Clause

The benefit provided for **Temporary Total Disablement** shall be the **Sum Insured** or 100% of **Your Net Weekly Wage**, whichever is the less.



### Provided Always That:-

- (1)
  - (a) Compensation shall not be payable under more than one of the items of the **Schedule** of Compensation in respect of the consequences of one **Accident** or of the same **Illness**, and
  - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by **Us**. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident** or **Illness**.
- (2) The total sum payable under this policy in respect of any one or more claims shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this policy by **Endorsement**, except that **We** will in addition pay **Medical Expenses** as herein provided.
- (3) If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and **Medical Expenses**, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
- (4) If Item 1 of the Schedule of Compensation is covered and an **Accident** causes **Your** death within twelve (12) months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.

### Exclusions Applicable to Section 1

In addition to the **General Exclusions**, this policy does not cover: -

- (1) **You** whilst engaged in or taking part in aeronautics or aviation, other than as a passenger (unless as part of a corporate event on behalf of the **Insured Person**).
- (2) Any claim for disablement arising from the interaction between **Bodily Injury** and another medical condition, whether diagnosed or not.
- (3) Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder **You**, including anxiety, stress, depression and/or post-traumatic stress disorder.
- (4) Claims arising from any other employment elsewhere if **You** are not in full time employment with the **Insured Person**.
- (5) Physical or mental conditions or disabilities of a recurring or chronic nature from which **You** suffered, and was known to suffer, prior to the commencement of this policy, or prior to the date of addition to this policy, whichever is the later.

### Additional Exclusions

**applicable where this policy includes compensation for Illness: -**

Any claim consequent upon **Your** pregnancy or childbirth.

Any claim directly or indirectly arising out of, consequent upon or contributed to by a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (ARC, howsoever this syndrome has been acquired or may be named

## Section 2. Medical and Additional Expenses

**We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, for the following expenses should **You** suffer **Bodily Injury** or **Illness** during the Operative Time: -

- (1) Normal and necessary expenses incurred outside the **United Kingdom** for medical or surgical treatment including specialists' fees, emergency dental treatment up to GBP500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.



- (2) Reasonable additional accommodation and travel expenses incurred by **You** and any one close relative or member of **Your Travel Party** who has to remain or travel with **You**, while injured or ill.
- (3) Reasonable accommodation and travel expenses of one person to travel from the **United Kingdom** if his presence with **You**, while injured or ill is necessary on medical grounds.
- (4) expenses incurred in transporting **Your** remains or ashes to **Your** former place of residence in the **United Kingdom** or funeral expenses incurred abroad.
- (5) Expenses incurred for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate **You**, while seriously ill or injured to the **United Kingdom**.

## Exclusions

In addition to the **General Exclusions** We shall not be liable to pay for: -

- (1) The first GBP50 of each and every loss, each person mentioned in the **Schedule** as **You**.
- (2) Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within eight (8) weeks of the end of the trip.
- (3) Any claims consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.

Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted.

- (4) Any claims due to **You** practicing for or participating in: -
  - (a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or
  - (b) Any for of motor sports competitions or sports tours, or
  - (c) Aeronautics or aviation, other than as a passenger.
- (5) The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
- (6) Any expenses incurred more than twelve (12) months after the date the first expense was incurred or any continuing expense if **You** have refused the option of repatriation to the **United Kingdom**.
- (7) Any expenses for treatment that could have been delayed until **Your** return to the **United Kingdom**.
- (8) Subsistence, other than as a hospital in-patient, and phone charges other than to the Emergency Service Company.
- (9) Any claims arising from any health condition of **You**, where such condition has already been the subject of a claim under this policy in respect of any earlier trip.
- (10) Any claim arising as a result of **Your** failure to take prescribed medication with **You** on a trip.
- (11) **Your** travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which **You** are travelling has advised against all travel.
- (12) **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **Your** trip.

## Special Condition Relating to Section 2

In addition to the **General Conditions**: -

- (1) It is an important condition to **Our** liability under this policy, that any claims for costs or expenses incurred under this Section , must be pre-authorized by the Assistance Company as shown in the section 'Assistance'.
- (2) It is an important condition to **Our** liability under this policy, that all local health and safety laws and customers are compiled with whilst contracted work is being carried out at a venue; unsafe working practices that are not inline with local health and safety laws must be avoided



It may impact **Your** ability to make a claim under this section, if **You** do not comply with the above conditions.

## Section 3. Cancellation and Curtailment

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**We** will pay up to the **Sum Insured** each mentioned in the **Schedule** as **You**, for any irrecoverable payments paid or contracted to be paid for unused travel, accommodation and pre-booked excursions (including additional reasonable accommodation and travel expenses incurred for return to the **United Kingdom**) should the trip be cancelled or **Curtailed** during the Operative Time, directly as a result of: -

- (1) Death, **Bodily Injury, Illness** or compulsory **Quarantine** of: -
  - (a) **You**, or
  - (b) Any member of the **Travel Party**, or
  - (c) Any person with whom **You** intend to reside with during the trip, or
  - (d) Any close relative or business associate necessitating **Your** presence in the **United Kingdom**.
- (2) Redundancy (provided that such redundancy qualifies for payment under the **United Kingdom's** Redundancy Payments Acts) of: -
  - (a) **You**, or
  - (b) Any member of the **Travel Party**.
- (3) Summoning to jury service or witness attendance in a court of the **United Kingdom** or unavoidable requirement to be present in the **United Kingdom** for service in any military or civil emergency of: -
  - (a) **You**, or
  - (b) Any member of the **Travel Party**.
- (4) Major damage or burglary within seven (7) days immediately prior to a trip at the home or place of business of: -
  - (a) **You**, or
  - (b) Any member of the **Travel Party**, or
  - (c) Any person with whom **You** intend to reside with during the trip.
- (5) Adverse weather conditions making it impossible for **You** to travel to the point of departure at commencement of the outward trip.

## Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) 1. The first GBP50 of each and every loss, each person mentioned in the **Schedule** as **You**.
- (2) Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within eight (8) weeks of the end of the trip.
- (3) Any claims consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.  
**Note:** Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted.
- (4) Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or **Curtail** a trip.
- (5) **Your** disinclination to travel.
- (6) Any **Curtailment** claims due to **You** practicing for or participating in: -
  - (a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or
  - (b) Motor competitions or sports tours, or



- (c) Aeronautics or aviation, other than as a passenger.
- (7) Bank charges or transaction fees on cancellation claims.
- (8) Any claims arising as a result of **You** failing to take prescribed medication with **You** on a trip.
- (9) Any expenses that have been paid for using vouchers, reward or loyalty points or schemes.
- (10) Any claims arising from any health condition of **You**, where such condition has already been the subject of a claim under this policy in respect of any earlier trip.
- (11) Any claim arising as a result of **Your** failure to take prescribed medication with **You** on a trip.
- (12) circumstances known to **You** before **You** purchased **Your** policy or at the time of booking any trip which could reasonably have been expected to lead to cancelling the trip
- (13) any unused or additional costs incurred by **You** which are recoverable from:
  - (a) The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
  - (b) The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
  - (c) **Your** credit or debit card provider or Paypal.
- (14) any claim arising from a reason not listed in the Section 3- Cancellation and Curtailment
- (15) any claim where you cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- (16) any infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
  - (a) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
  - (b) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
  - (c) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means

### Special Condition Relating to Section 3

In addition to the **General Conditions**: -

- (17) It is an important condition of to **Our** liability under this policy, that any claims for costs or expenses incurred under this Section, must be pre-authorized by the Assistance Company as shown in the section 'Assistance'.

It may impact **Your** ability to make a claim under this section, if **You** do not comply with the above condition.

## Section 4. Journey Continuation and Delay

### Part 1 - Journey Continuation

**We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, for additional travel and related accommodation expenses incurred to enable **You** to reach a reserved overseas travel connection or accommodation or up to 30% of the **Sum Insured** each person mentioned in the **Schedule** as **You**, for such expenses to enable **You** to return to **Your** home in the **United Kingdom** should, during the Operative Time: -

- (a) The aircraft, sea vessel, coach or train on which **You** are booked to travel, or;
- (b) The means of transport in which **You** are travelling or intending to travel to reach the aircraft, sea vessel, coach or train or accommodation

Be delayed or interrupted as a result of one or more of the Insured Events listed below.

### Part 2 - Delay

Either:-



- (a) **We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, in accordance with the following scale, should the original scheduled departure time of the aircraft, sea vessel, coach or train on which **You** are booked for travel be delayed as a result of one or more of the Insured Events listed below.

Scale: -

- (1) GBP30 for the first completed twelve (12) hour period of delay, and
- (2) GBP15 for each subsequent completed twelve (12) hour period of delay up to but not exceeding the **Sum Insured**,

Or

- (b) In the event of delay of at least twenty-four (24) hours at the commencement of the trip, **We** will pay up to the **Sum Insured** under Section 2 – Cancellation and **Curtailement** - each person mentioned in the **Schedule** as **You**, for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that **You** opt to cancel the trip.

Insured Events

- (1) In respect of non-scheduled public transport: -  
Strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist act, fire, avalanche, landslide, earthquake, flood or accident to or mechanical breakdown of such non-scheduled transport.
- (2) In respect of scheduled public transport: -

The contingencies specified in 1 above, and adverse weather conditions.

## Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Any claims arising out of any of the contingencies specified under Insured Events if they had already started or been forecast before the original booking was made or prior to the date of issue of this policy.
- (2) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or Port Authority or any similar organisation.
- (3) Additional costs where the travel agent, tour operator or provider of transport has offered alternative travel arrangements.
- (4) In respect of Parts 1 and 2b) only, the first GBP50 of each and every loss each person mentioned in the **Schedule** as **You**.
- (5) Any claims attributable to any condition or set of circumstances known to **You** at the time of effecting this policy or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.

**Note:** No **Endorsement** or amendment to this policy shall override this Exclusion.

- (6) In respect of Part 2 only, any claims arising directly or indirectly out of **Your** failure to check in according to **Your** itinerary.

## Special Conditions Relating to Section 4

In addition to the **General Conditions**

- (1) A claim can only be made under one of the Parts of this Section in respect of each loss.
- (2) **You** must allow sufficient time for the transport that **You** are travelling in to arrive and deliver **You** to the departure point so that **You** can check-in according to **Your** itinerary.
- (3) **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- (4) **You** must obtain confirmation in writing from the carriers or their handling agents of the number of hours of delay and the reason for the delay.



In respect of travel delay claims, the period of delay shall be calculated from the original scheduled departure time until the actual departure time of the aircraft, sea vessel coach or train.

It may impact **Your** ability to make a claim under this section, if **You** do not comply with any of the above conditions.



## Section 5. Personal Liability

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**We** will cover **You** up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, any one event or series of events in all (including legal expenses), should **You** become legally liable to pay claims for accidental **Bodily Injury** to the public or accidental loss of or damage to property, occurring during the Operative Time.

### Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Any claims arising out of accidental **Bodily Injury** to any member of **Your** family or household or to any employee or business associate.
- (2) Any claims arising from loss of or damage to property belonging to or in **Your** care, custody or control or any member of **Your** family or household or of an employee or business associate.
- (3) Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
- (4) Any claims arising out of the ownership, possession, occupation or use of lands or building.
- (5) Any claims arising out of **Your** profession, occupation or business or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

### Special Conditions Applying to Section 5.

In addition to the **General Conditions**

It is an important condition to **Our** liability under this policy, that:

- (6) **You** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without **Our** written consent.

**We** shall be entitled, if they so desire, to take over and conduct in **Your** name, the defence of any claim or to prosecute in **Your** name for **Your** own benefit any claims for reimbursement or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. **You** shall, whenever possible, give all such information and assistance as **We** may require.

In the event of breach of any of the above conditions, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Section 6. Legal Expenses

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**We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, for legal expenses incurred by or on **Your** behalf in the pursuit of a claim for damages against a third party who has caused **Your Bodily Injury** or **Illness** during the Operative Time.

### Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Legal expenses incurred without **Our** written consent (which shall not be unreasonably withheld).
- (2) Actions against travel agents, tour operators, **Us** or **Our** agents, **Your** family, an employee or business associate or the **Insured Person**



## Special Conditions Applying to Section 6.

In addition to the **General Conditions**

It is an important condition to **Our** liability under this policy, that:

- (1) claims must be notified to CSA as soon as practicably possible after their occurrence;
- (2) **We** shall be entitled to nominate and appoint a legal representative to act on **Your** behalf and to have direct access to the legal representative at all times;
- (3) **We** reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses;

In the event of breach of any of the above conditions, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Section 7. Hospital Benefit

**We** will pay GBP25 for each completed 24-hour period up to the **Sum Insured**, should **You** suffer **Bodily Injury** or **Illness** during the Operative Time, which necessitates in-patient hospital treatment outside the **United Kingdom**.

### Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within eight (8) weeks of the end of the trip.
- (2) Any claims consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.
- (3) Any claims due to **You** practicing for or participating in: -
  - (a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or
  - (b) Motor competitions or sports tours, or
  - (c) Aeronautics or aviation, other than as a passenger.
- (4) Any claims arising from any health condition of **You**, where such condition has already been the subject of a claim under this policy in respect of any earlier trip.

## Section 8. Personal Property, Money and Delayed Baggage

**We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, in the event of loss of or damage to accompanied **Personal Property** and **Money** (including expenses incurred as a result of loss of **Money**), during the Operative Time, subject to: -

- (1) The limit shown in the **Schedule** for any one article or **Pair or Set** of articles
- (2) The limit shown in the **Schedule** for all **Valuables**
- (3) The limit shown in the **Schedule** for cash.

### Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Any claims due to moth, vermin, **Wear and Tear** and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.



- (2) Any claims in respect of **Money** or **Valuables** unless reported to the police within twenty-four (24) hours of discovery, and a police statement obtained.
- (3) Any claims arising from confiscation or detention by customs or any other authority.
- (4) Any claims in respect of property otherwise insured.
- (5) The first GBP50 of each and every loss, each person mentioned in the **Schedule** as **You**.
- (6) Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within twenty-four (24) hours and a Property Irregularity Report obtained.
- (7) Any claims in respect of **Valuables** or **Money** whilst in the custody of a carrier.
- (8) Any loss or damage to **Personal Property** whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or boot of a motor vehicle.
- (9) Any loss of or damage to **Money** whilst left **Unattended**, unless in a locked safe.
- (10) Any claims arising out of electrical and/or mechanical breakdown.
- (11) Any claims arising from the fraudulent use of credit cards, charge cards or banker's cards, if **You** have not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. **Our** liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to **You**.
- (12) Any claims for **Valuables** where suitable evidence is not provided as proof of ownership. **NOTE**
- (13) In respect of foreign currency and travellers cheques only, cover shall be effective from the time of collection from a bank or travel agent or from three (3) days prior to commencement of a trip, whichever is the later, and up to two (2) days after completion of a trip, or time of conversion or encashment, whichever is the earlier.

## Special Conditions Applying to Section 8

In addition to the **General Conditions**:

It is an important condition to **Our** liability under this policy, that:

- (1) **You** shall, in the event of any loss or damage, take all practicable steps to make a recovery.
- (2) **For articles less than two (2) years old, where evidence of original purchase can be provided**

If the **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost.

### **For articles more than two (2) years old OR where evidence of original purchase cannot be provided**

If the article has been damaged and can be repaired, then payment shall be based upon the repair cost.

If the article is lost or damaged beyond repair, payment shall be based upon prices at the date of loss, less a deduction for **Wear and Tear** and depreciation. This is usually 10% per annum up to a maximum of 30% deduction for items over three (3) years old, at **Our** discretion.

Alternatively, **We** reserve the right to replace, reinstate or repair the article.

### **For toiletries, cosmetics and perishable items**

**We** will pay the purchase cost less 50%.

### **For prescription medication**

**We** will only pay the original prescription cost or similar cost of such medication in the country to which **You** have travelled. **We** will not be liable for any associated costs with



regard to transportation of medication or the like.

In the event of breach of any of the above conditions, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Delayed Baggage Extension

This Delayed Baggage Extension will remain in force if this Section is otherwise not covered.

If accompanied **Personal Property** is temporarily lost for more than twelve (12) hours by the carrier during the Operative Time, **We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, for the purchase of immediate necessities, but such payment will be deducted from the final claim under this Section if the loss becomes permanent.

Receipts for such purchases must be provided.

## Additional Exclusion Applicable to This Extension

- (1) 1. **We** shall not be liable to pay for any claims occurring during return travel to the **United Kingdom**.

## Section 9. Car Hire Excess Waiver

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**We** will pay up to the **Sum Insured** each person mentioned in the **Schedule** as **You**, for any monetary loss or deductible that **You** are legally liable to pay in respect of loss of or damage to a rental car hired by **You** during the Operative Time.

### Exclusions

In addition to the **General Exclusions** **We** shall not be liable to pay for: -

- (1) Any claims arising out of loss of or damage due to violation of the terms of the rental agreement.
- (2) Any claims due to **Wear and Tear**, gradual deterioration, damage from insects or vermin, inherent fault or, latent defect or damage.

### Special Conditions Applicable to Section 9

In addition to the **General Conditions**:

It is an important condition to **Our** liability under this policy, that:

- (1) 1. The rental car must be rented from a licensed rental agency.
- (2) As part of the rental agreement, **You** must agree to accept all comprehensive motor insurance or waivers offered by the licensed rental agency, whether discretionary or mandatory, against loss of or damage to the rental car during the rental period.
- (3) **You** must comply with all the requirements of the licensed rental agency under the rental agreement and of the car insurer.

In the event of breach of any of the above conditions, **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



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