

Personal Accident or Personal Accident and Illness
And
Business Travel Insurance

For Production Service Industry Crew

Certificate of Insurance

Underwritten by certain underwriters at Lloyd's

The Underwriters will pay the **Sum Insured** to the **Insured Person**, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the **Insured Person** sustaining **Bodily Injury** or **Illness**, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate.

If however, an **Assured** is named in the attaching Schedule, the Underwriters will pay the **Assured** and not the **Insured Person**.

This Certificate 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.

CONTENTS

Applicable to the whole insurance	Page
Definitions	2 and 3
General Conditions:	4
Claims Under More Than One Section, Other Occupations, Cancellation Of This Insurance, Information Given To The Underwriters, Claims Notification	
General Conditions:	5
Fraudulent Claims, Accumulation Limit, Other Personal Accident Or Personal Accident And Illness Insurance, Subrogation, Non Payment Of Premium, Reasonable Precautions, Endorsements Attaching To This Insurance	
General Exclusions	6
Emergency Service Company and Claims Procedure	7
Complaints Procedure, Financial Services Compensation Scheme, Data Protection	8
Contracts Act 1999, Operative Time and Extensions	9
Section	
1 Personal Accident or Personal Accident and Illness	10
Extension	10
Provisions	11
Conditions and Exclusions	11
2 Medical and Additional Expenses	12
3 Cancellation and Curtailment	13 and 14
4 Journey Continuation and Delay	14 and 15
5 Personal Liability	16
6 Legal Expenses	17
7 Hospital Benefit	17
8 Personal Property, Money and Delayed Baggage	18 and 19
9 Car Hire Excess Waiver	19

DEFINITIONS

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

Words in the masculine gender shall include the feminine.

“**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 the **Insured Person** is travelling.

Accident shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he has sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **Insured Person** is subsequently found to be living.

“**ANNUAL SALARY**” means the annual gross salary received by the **Insured Person** in respect of his occupation as a production services crew member.

“**ASSURED**” means the company, organisation or individual shown within the Schedule.

“**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**.

“**BODILY INJURY**” means identifiable physical injury which: -

- a) Is sustained by the **Insured Person** 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 the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

“**CLOSE RELATIVE**” means **Partner**, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, grandparent, grandchild or child including adopted, foster or step-child.

“**COUNTRY OF DOMICILE**” means the country in which the **Insured Person** normally resides.

“**CURTAIL / CURTAILMENT / CURTAILED**” means cutting short a holiday trip to return to home or place of employment in the **United Kingdom**.

“**DEPENDENT CHILDREN**” means all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with and are travelling with an adult insured under this Certificate.

“**EXCESS PERIOD**” means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.

“**GROSS WEEKLY WAGE**” means 1/52nd of the **Annual Salary**. However, for periods of disablement during the period 1st April until the 30th September, **Gross Weekly Wage** shall mean the weekly average of the **Insured Person**'s earnings received as a production services crew member since the 1st April of that year.

“**ILLNESS**” means sickness or disease of the **Insured Person**, 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 of the **Insured Person** within twelve months after the symptoms first appear.

“**INSURED PERSON**” means the person(s) shown within the Schedule.

“**LOSS OF HEARING**” means the permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being unable to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz when tested by a qualified audiologist.

“**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.

Continued/...

DEFINITIONS (continued)

“**LOSS OF SIGHT**” means the permanent and total loss of sight which shall be considered to have happened: -

- a) In both eyes if the **Insured Person**'s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

“**MEDICAL EXPENSES**” means expenses properly incurred by the **Insured Person** for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.

“**MEDICAL PRACTITIONER**” means a registered, qualified, practicing member of the medical profession, who is not related to or known to the **Insured Person** or any person travelling with the **Insured Person**.

“**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.

“**NET WEEKLY WAGE**” means the **Insured Person**'s **Gross Weekly Wage**, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.

For **Non-Salaried Insured Persons**, **Net Weekly Wage** means the **Insured Person**'s 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 the **Insured Person** prior to the date that **Bodily Injury** or **Illness** occurred.

“**NON-SALARIED**” means a self-employed **Insured Person** or an **Insured Person** with a temporary contract of employment or contract that does not provide a regular income.

“**PARTNER**” means the spouse or any person who has co-habited with the **Insured Person** for at least 6 consecutive months and continues to do so at commencement of the trip.

“**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the **Insured Person** from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

“**PERSONAL PROPERTY**” means property owned by or in the custody or control of the **Insured Person**.

“**SALARIED**” means an **Insured Person** having a permanent contract of employment whereby they are paid an **Annual Salary**.

“**SUM INSURED**” means the limit of Underwriters liability, as shown in the Schedule and any attaching endorsement.

“**TEMPORARY TOTAL DISABLEMENT**” means disablement that temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

“**TERRORISM**” means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

“**TRAVEL PARTY**” means friends, relatives or business associates who are travelling with the **Insured Person** on the same carrier to the same destination.

“**UNATTENDED**” an article will be deemed to be unattended if it is not close enough to the **Insured Person** for him 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.

“**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**”.

“**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.

GENERAL CONDITIONS

(Applicable to the whole Certificate 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 Certificate, only the one monetary exclusion of GBP50 each **Insured Person** shall be deducted from the total amount of the claim.

Other Occupations

If the **Insured Person** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the Underwriters and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as the Underwriters 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.

Cancellation Of This Insurance

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer and cover does not relate to a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the **Insured Person** believe that there are legitimate reasons to have cancelled mid-term, then he may request a refund and this will be considered at the Underwriters' discretion.

Information Given To The Underwriters

In deciding to accept this Insurance and in setting the terms and premium, the Underwriters have relied on information given by the **Insured Person**. The **Insured Person** must ensure that all information provided is accurate and complete.

If it is established that the **Insured Person** deliberately or recklessly provided false or misleading information, the Underwriters will treat this Insurance as if it never existed, decline all claims and retain any premium paid.

If it is established that the **Insured Person** were careless in providing the information relied upon in accepting this Insurance and setting its terms and premium, the Underwriters will: -

- Treat this Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of this Insurance (which may include charging more for this Insurance). The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured Person's** carelessness, or
- Reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or the Agent shown in the Schedule will write to the **Insured Person** if any of these actions are taken.

Claims Notification

Notice must be sent to the Claims Administrators as soon as practicable of any **Accident** or **Illness** to the **Insured Person**. In no case will the Underwriters be liable to pay compensation to the **Insured Person** or to his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the **Insured Person**.

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GENERAL CONDITIONS (continued)

Fraudulent Claims

If the **Insured Person**, or anyone acting on his behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the **Assured**, the insurance will become invalid in respect of that **Insured Person**. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that **Insured Person**, but can retain any premium paid.

If the **Assured**, or anyone acting on the **Assured's** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of the **Assured** and all **Insured Persons**, but can retain any premium paid.

Accumulation Limit

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

Other Personal Accident or Personal Accident and Illness Insurance

This Certificate is issued on the condition that the **Insured Person** has no other **Accident** or **Illness** Insurance except as specifically declared to the Underwriters at inception or agreed by them during the Period of Insurance.

Subrogation

The Underwriters shall be subrogated to all the **Insured Person's** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The **Insured Person** shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

Non Payment of Premium

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the **Insured Person** and the Agent, then the Underwriters reserve the right to cancel this Insurance from inception as though cover was not taken up. The Underwriters or the Agent shown in the Schedule will write to the **Insured Person** if this action is taken.

This does not affect your statutory rights.

Reasonable Precautions

The **Insured Person** is required to take all reasonable precautions to protect himself and his property as though he is uninsured.

Endorsements Attaching To This Insurance

No endorsement or amendment to this Certificate 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 **Assured** named in the Schedule, these Conditions shall also apply to **Assured**.

GENERAL EXCLUSIONS (Applicable to the whole Certificate)

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

1. The **Insured Person** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. The **Insured Person** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
3. The **Insured Person** whilst riding or driving in any kind of race.
4. The **Insured Person's** intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the **Insured Person's** 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 the **Insured Person** is travelling outside the **United Kingdom**, however this exception shall not apply where the **Insured Person** is 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. The **Insured Person** 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, drugs or solvents (other than drugs prescribed by a registered **Medical Practitioner** but not for the treatment of drug addiction).
10. The Underwriters 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 them 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.
11. The Underwriters 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.
12. The Underwriters shall not be liable to pay any claims for **Insured Persons** aged 65 years or over at commencement of the Period of Insurance.
13. Any claims arising out of participation in Winter Sports unless this Insurance has been extended and the appropriate premium paid. The Winter Sports extension shall not however cover the **Insured Person** whilst racing in international or national events, or officially organised practice or training for these events.

NOTE: The Winter Sports extension is limited to 17 days in all during the Period of Insurance.

Additional Exclusions applicable to Sections 2 to 9 only: -

14. Any trip booked or commenced by the **Insured Person**: -
 - a) Contrary to medical advice, or
 - b) To obtain medical treatment, or
 - c) After a terminal prognosis has been made.
15. The Underwriters shall not be liable to pay any claims or expenses arising directly or indirectly from any medical condition of the **Insured Person** for which medical advice or treatment has been given by a **Medical Practitioner** or hospital during the 12 months prior to commencement of the Period of Insurance or the date of booking any trip covered by this Certificate, whichever is the later.

This exclusion shall not apply to any condition for which the **Insured Person** takes regular continuing medication provided that there has been no change in the type, frequency or quantity of drugs within the last 12 months. However no claims or expenses relating to such condition will be admitted hereunder in the event of the **Insured Person's** failure to take such drugs in accordance with the medical advice given.
16. Any claim for expenses arising as a consequence of a loss (e.g. reduced turnover due to an insured accident).
17. Any claim arising from the **Insured Person's** participation in sports where the **Insured Person** is representing a sporting club or association.
18. The Underwriters 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

The **Assured** 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:



Northcott Global Solutions Ltd (NGS) may be contacted at any time, should the **Insured Person** require advice or assistance regarding all emergency matters.

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

NGS must be informed that this Contract covers the person concerned and the following details must be provided:

- The Insured Person's name
- The Insured Person's location
- The Insured Person's details (including passport/visa etc).
- The Policy number
- The name and phone number of the doctor and hospital treating the Insured Person (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 NGS to do)
- Any other pertinent information on the incident that may effect NGS' response (security situation etc)

Failure to contact NGS and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. The Assured and the Insured Person should not attempt to find their own solution and then expect full reimbursement from the Underwriters without prior approval first having been obtained from the NGS 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 insurers.

CLAIMS

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



Van Ameyde UK Ltd

34 The Mall
Bromley, Kent
BR1 1TS

T +44 (0) 20 8315 07 01

F +44 (0) 20 8315 07 57

adjusters@vanameyde.com

Reciprocal health agreements with other countries

EEA or Switzerland

For trips in the European Economic Area (EEA) or Switzerland, the **Insured Person** must obtain a European Health Insurance Card (EHIC). An EHIC can either be obtained online through www.dh.gov.uk/travellers * or an application form can be obtained by telephoning 0845 606 2030 prior to travel. This will entitle the **Insured Person** to benefit from the health care arrangements which exist between countries within the EEA or Switzerland.

*An EHIC can be obtained free of charge from this site. Please be aware that other sites may charge for obtaining an EHIC.

Australia

If the **Insured Person** needs medical treatment in Australia, he must enrol with a local MEDICARE office. He does not need to enrol when he arrives, but must do so after the first occasion he receive treatments. Inpatient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found either by visiting www.dh.gov.uk/travellers or the MEDICARE website at www.hic.gov.au.

NOTICE TO THE ASSURED/INSURED PERSON

Law and Jurisdiction

The cover referred to in this Insurance is subject to English Law and English courts alone shall have jurisdiction in any dispute arising hereunder.

Complaints Procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints.

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

Munich Re Syndicate Ltd St Helen's, 1 Undershaft, London, EC3A 8EE

Email: complaints@mrunderwriting.com

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the complaints team at Lloyd's. The contact details are:

Complaints, Market Services, Lloyd's, One Lime Street, London EC3M 7HA

Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: complaints@lloyds.com

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).

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

Further information is available at: www.financial-ombudsman.org.uk

This complaint procedure is without prejudice to your right to take legal proceedings.

Amendments to this Certificate

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

Are there charges for cancellation or amendment?

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from:

Financial Services Compensation Scheme,
10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU
Website: www.fscs.org.uk

DATA PROTECTION CLAUSE

It is understood by the **Assured/Insured Person** that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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.

OPERATIVE TIME

Section 1: Personal Accident or Personal Accident and Illness

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

24 Hour Cover: The **Insured Person** will be covered at any time during the Period of Insurance, However, no cover is operative for any **Bodily Injury** or **Illness** occurring whilst the **Insured Person** is 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 Insurance shall cover the **Insured Person** for trips outside of the **United Kingdom** for the purpose of carrying out their 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 the **Insured Person** leaves 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 Certificate and any attaching endorsements.

EXTENSION

If the **Insured Person** has not returned to the **United Kingdom** by the expected expiration date of a trip for reasons which are beyond his control, this Insurance will remain in force from such expected expiration date for a further 21 days or until his return, whichever is the earlier, without additional premium.

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

OPTIONAL EXTENSION

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

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

HOLIDAY TRAVEL EXTENSION

This Insurance is extended to cover the **Insured Person** plus their accompanying **Partner** and **Dependent Children** for the following: -

- a) Holidays with a destination outside the **United Kingdom**.
- b) Holidays with a destination within the **United Kingdom** provided such trips involve at least 3 nights' accommodation that have been booked before commencement of the trip.
- c) Holidays not involving any hazardous activities unless declared to and agreed by the Underwriters.
- d) Holidays involving Winter Sports up to a maximum of 17 days in all during the Period of Insurance. However, certain activities remain excluded as stated in General Exclusions 13 and 17.
- e) Trips with a maximum duration of 30 days.

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**.

The Underwriters will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Bodily Injury** during the Period of Insurance which results in his:

- 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**.

The Underwriters will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Illness** during the Period of Insurance which results in his:

- 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, the Underwriters 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, the Underwriters 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.

The Underwriters will only pay expenses incurred within 2 years of the date of the **Accident** or **Illness**.

If the **Assured** or **Insured Person** are able to recover Medical Expenses under any other insurance, the Underwriters' 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 the **Insured Person's Country of Domicile** is outside England, Scotland, Wales and Northern Ireland, this Extension may not apply (see General Exclusion 12 on page 6).

Average Earnings Clause

The benefit provided for **Temporary Total Disablement** shall be the **Sum Insured** or 100% of the **Insured Person's 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 the Underwriters. 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 Certificate 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 Certificate by endorsement, except that the Underwriters 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 the death of the **Insured Person** within twelve 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 Insurance does not cover: -

1. The **Insured Person** 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 **Assured**).
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 of the **Insured Person**, including anxiety, stress, depression and/or post-traumatic stress disorder.
4. Claims arising from any other employment elsewhere if the **Insured Person** is not in full time employment with the **Assured**.
5. Physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered, and was known to suffer, prior to the commencement of this Certificate, or prior to the date of addition to this Certificate, whichever is the later.

ADDITIONAL EXCLUSIONS applicable where this Insurance includes compensation for Illness: -

6. Any **Insured Person** aged 65 years of age or older at commencement of the Period of Insurance.
7. Any claim consequent upon the **Insured Person's** pregnancy or childbirth.
8. 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

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for the following expenses should he 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 the **Insured Person** and any one **Close Relative** or member of his **Travel Party** who has to remain or travel with the injured or ill **Insured Person**.
3. Reasonable accommodation and travel expenses of one person to travel from the **United Kingdom** if his presence with an injured or ill **Insured Person** is necessary on medical grounds.
4. Reasonable expenses incurred in transporting the remains or ashes of the **Insured Person** to his former place of residence in the **United Kingdom** or reasonable 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 the seriously ill or injured **Insured Person** to the **United Kingdom**.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP50 of each and every loss, each **Insured Person**.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 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 the **Insured Person** practising 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.
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 12 months after the date the first expense was incurred or any continuing expense if the **Insured Person** has refused the option of repatriation to the **United Kingdom**.
7. Any expenses for treatment that could have been delayed until the **Insured Person's** 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 the **Insured Person**, where such condition has already been the subject of a claim under this Certificate in respect of any earlier trip.
10. Any claim arising as a result of the **Insured Person's** failure to take prescribed medication with him on a trip.

SPECIAL CONDITION RELATING TO SECTION 2

In addition to the GENERAL CONDITIONS: -

1. It is a Condition of this Insurance that under sub-sections 2, 3, 4 and 5 of this Section, any claims for costs or expenses must be pre-authorised by the Emergency Service Company as shown in the section 'Who To Contact'.

SECTION 3. CANCELLATION AND CURTAILMENT

The Underwriters will pay up to the **Sum Insured** each **Insured Person** 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) The **Insured Person**, or
 - b) Any member of the **Travel Party**, or
 - c) Any person with whom the **Insured Person** intends to reside with during the trip, or
 - d) Any **Close Relative** or business associate necessitating the **Insured Person's** presence in the **United Kingdom**.
2. Redundancy (provided that such redundancy qualifies for payment under the **United Kingdom's** Redundancy Payments Acts) of: -
 - a) The **Insured Person**, 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) The **Insured Person**, or
 - b) Any member of the **Travel Party**.
4. Major damage or burglary within 7 days immediately prior to a trip at the home or place of business of: -
 - a) The **Insured Person**, or
 - b) Any member of the **Travel Party**, or
 - c) Any person with whom the **Insured Person** intends to reside with during the trip.
5. Adverse weather conditions making it impossible for the **Insured Person** to travel to the point of departure at commencement of the outward trip.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. The first GBP50 of each and every loss, each **Insured Person**.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 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 attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or **Curtailment** of a trip.
Note: No endorsement or amendment to this Insurance shall override this Exclusion.
5. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or **Curtail** a trip.
6. The **Insured Person's** disinclination to travel.

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SECTION 3. CANCELLATION AND CURTAILMENT (continued)

7. Any **Curtailement** claims due to the **Insured Person** practising 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.
8. Bank charges or transaction fees on cancellation claims.
9. Any claims arising as a result of the **Insured Person** failing to take prescribed medication with him on a trip.
10. Any expenses that have been paid for using vouchers, reward or loyalty points or schemes.
11. Any claims arising from any health condition of the **Insured Person**, where such condition has already been the subject of a claim under this Certificate in respect of any earlier trip.
12. Any claim arising as a result of the **Insured Person's** failure to take prescribed medication with him on a trip.

SPECIAL CONDITION RELATING TO SECTION 3

In addition to the GENERAL CONDITIONS: -

1. Any claims for **Curtailement** must be pre-authorized by the Emergency Service Company as shown in the section "Who To Contact".

SECTION 4. JOURNEY CONTINUATION AND DELAY

Part 1 - Journey Continuation

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for reasonable additional travel and related accommodation expenses incurred to enable him to reach a reserved overseas travel connection or accommodation or up to 30% of the **Sum Insured** each **Insured Person** for such expenses to enable him to return to his home in the **United Kingdom** should, during the Operative Time: -

- a) The aircraft, sea vessel, coach or train on which the **Insured Person** is booked to travel, or
- b) The means of transport in which the **Insured Person** is 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) The Underwriters will pay up to the **Sum Insured** each **Insured Person** in accordance with the following scale, should the original scheduled departure time of the aircraft, sea vessel, coach or train on which he is 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 12 hour period of delay, and
2. GBP15 for each subsequent completed 12 hour period of delay up to but not exceeding the **Sum Insured**,

Or

- b) In the event of delay of at least 24 hours at the commencement of the trip, the Underwriters will pay up to the **Sum Insured** under Section 2 – Cancellation and **Curtailement** - each **Insured Person** for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that he opts to cancel the trip.

Continued/...

SECTION 4. JOURNEY CONTINUATION AND DELAY (continued)

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 the Underwriters 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 bookings were made or prior to the date of issue of this Insurance.
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 **Insured Person**.
5. Any claims attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance 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 Insurance shall override this Exclusion.
6. In respect of Part 2 only, any claims arising directly or indirectly out of the failure of the **Insured Person** to check in according to his 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. The **Insured Person** must allow sufficient time for the transport that he is travelling in to arrive and deliver him to the departure point so that he can check-in according to his itinerary.
3. The **Insured Person** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
4. The **Insured Person** 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.
5. 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.

SECTION 5. PERSONAL LIABILITY

The Underwriters will indemnify up to the **Sum Insured** each **Insured Person**, any one event or series of events in all (including legal expenses), should he 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 the Underwriters shall not be liable to pay for: -

1. Any claims arising out of accidental bodily injury to any member of the **Insured Person's** 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 the care, custody or control of the **Insured Person** or any member of his 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 buildings.
5. Any claims arising out of the profession, occupation or business of the **Insured Person** 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

1. The **Insured Person** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without the written consent of the Underwriters.
2. The Underwriters shall be entitled, if they so desire, to take over and conduct in the name of the **Insured Person**, the defence of any claim or to prosecute in his name for their own benefit any claims for indemnity 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. The **Insured Person** shall, whenever possible, give all such information and assistance as the Underwriters may require.

SECTION 6. LEGAL EXPENSES

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for legal expenses incurred by or on behalf of the **Insured Person** in the pursuit of a claim for damages against a third party who has caused his **Bodily Injury** or illness during the Operative Time.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for: -

1. Legal expenses incurred without their written consent (which shall not be unreasonably withheld).
2. Actions against travel agents, tour operators, Underwriters or their agents, the **Insured Person's** family, an employee or business associate or the **Assured**.

SPECIAL CONDITIONS APPLYING TO SECTION 6.

In addition to the GENERAL CONDITIONS

1. Claims must be notified to the Claims Administrator within 60 days of occurrence.
2. The Underwriters shall be entitled to nominate and appoint a legal representative to act on behalf of the **Insured Person** and to have direct access to the legal representative at all times.
3. The Underwriters reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses.

SECTION 7. HOSPITAL BENEFIT

The Underwriters will pay GBP25 for each completed 24-hour period up to the **Sum Insured**, should the **Insured Person** 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 the Underwriters 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 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 the **Insured Person** practising 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 the **Insured Person**, where such condition has already been the subject of a claim under this Certificate in respect of any earlier trip.

SECTION 8. PERSONAL PROPERTY, MONEY AND DELAYED BAGGAGE

The Underwriters will pay up to the **Sum Insured** each **Insured Person** in the event of loss of or damage to accompanied **Personal Property** and **Money** (including reasonable 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 the Underwriters 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 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 **Insured Person**.
6. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 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 the **Insured Person** has 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. The Underwriters liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **Insured Person**.
12. Any claims for **Valuables** where suitable evidence is not provided as proof of ownership.

NOTE

1. 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 3 days prior to commencement of a trip, whichever is the later, and up to 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: -

1. The **Insured Person** shall, in the event of any loss or damage, take all possible steps to make a recovery.
2. **For articles less than 2 years old, where evidence of original purchase can be provided**
If the **Insured Person** purchases a comparable replacement for a lost or damaged article, the Underwriters shall pay for the replacement cost.
For articles more than 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, tear and depreciation. This is usually 10% per annum up to a maximum of 30% deduction for items over 3 years old, at the Underwriters' discretion.
Alternatively, the Underwriters reserve the right to replace, reinstate or repair the article.
For toiletries, cosmetics and perishable items
The Underwriters will pay the purchase cost less 50%.
For prescription medication
The Underwriters will only pay the original prescription cost or similar cost of such medication in the country to which the **Insured Person** has travelled. The Underwriters will not be liable for any associated costs with regard to transportation of medication or the like.

Continued/...

SECTION 8. PERSONAL PROPERTY, MONEY AND DELAYED BAGGAGE (continued)

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 12 hours by the carrier during the Operative Time, the Underwriters will pay up to the **Sum Insured** each **Insured Person** 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. The Underwriters shall not be liable to pay for any claims occurring during return travel to the **United Kingdom**.

SECTION 9. CAR HIRE EXCESS WAIVER

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for any monetary loss or deductible that he is legally liable to pay in respect of loss of or damage to a rental car hired by him during the Operative Time.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters 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, latent defect or damage.

SPECIAL CONDITIONS APPLICABLE TO SECTION 9

In addition to the GENERAL CONDITIONS: -

1. The rental car must be rented from a licensed rental agency.
2. As part of the rental agreement, the Insured Person 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. The **Insured Person** must comply with all the requirements of the licensed rental agency under the rental agreement and of the car insurer.