



freelanceinsure

Personal Accident, Sickness & Annual Travel Insurance



THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE CAUNCE O'HARA & CO LTD IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT CAUNCE O'HARA & CO LTD.

ROYAL & SUN ALLIANCE INSURANCE PLC (HEREIN CALLED THE COMPANY) AND THE INSURED AGREE THAT THIS POLICY THE CERTIFICATE (INCLUDING ANY SCHEDULE ISSUED IN SUBSTITUTION) AND ANY MEMORANDA SHALL BE CONSIDERED ONE DOCUMENT AND ANY WORD OR EXPRESSION TO WHICH A SPECIFIC MEANING HAS BEEN ATTACHED SHALL BEAR SUCH MEANING WHEREVER IT APPEARS.

THE PROPOSAL OR ANY INFORMATION SUPPLIED BY THE INSURED SHALL BE INCORPORATED IN THE CONTRACT.

THE COMPANY WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY SUBJECT TO THE TERMS AND CONDITIONS FOR THE PERIOD OF INSURANCE SHOWN IN THE SCHEDULE AND ANY SUBSEQUENT PERIOD FOR WHICH THE INSURED SHALL PAY AND THE COMPANY SHALL AGREE TO ACCEPT THE PREMIUM.

OUR CLAIMS SERVICE

Your policy wording provides full details of when, and how, claims or circumstances should be reported to us. To assist us in being able to provide you with the highest possible standard of claims service such claims or circumstances should be forwarded in writing to the following address:

Professional & Financial Risks Claims Department
200 St. Vincent Street
Glasgow
G2 5SG

Telephone: 0845 071 6204 (dedicated Personal Accident and Business Travel claim telephone number)
Fax: 0845 077 0093

We recognise that there may be some occasions when you need to notify us of matters urgently and we are pleased to be able to offer a 24 hour Claim Helpline. The number is available 24 hours a day, 365 days a year.

The Enterprise Claims Helpline number is 0845 300 4006

Please quote your policy number and For your protection, telephone calls may be recorded or monitored.

WHO TO CONTACT

Emergency Medical Assistance - 24 hour Medical Emergency Company

To be contacted immediately in the event of an accident or illness resulting in hospitalisation or change to travel arrangements.

FirstAssist - Emergency Assistance

FirstAssist is a third party service provider approved by Royal & Sun Alliance Insurance plc

In an emergency an Insured or Insured Person can obtain immediate assistance by telephoning First Assist Insurance Services Limited who operate 24 hours a day 365 days a year

Telephone: +44 (0) 20 8763 3155
Fax: +44 (0) 20 8763 3035
Web: www.firstassist.co.uk

Assistance is supported by

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multi lingual assistance co-ordinators speaking more than 15 languages
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency natural disaster or terrorist attack

FirstAssist Travellers Helpline

As well as medical assistance the FirstAssist Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - FirstAssist will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person
- emergency message relay to family or business associate where normal channels fail
- referral to Embassy or Consulate where legal consultation is needed

N.B. the services of the **FirstAssist Travellers Helpline** are to provide advice and assistance only - there is no insurance cover in connection with these services

FirstAssist Pre Travel Advice

Even before the Insured Journey commences FirstAssist can help with the following advice on

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures

All advice and assistance from FirstAssist is accessed via the above contact numbers

DEFINITIONS

In this Certificate:-

1. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
2. **"BENEFIT PERIOD"** means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement** Benefit is payable, after deduction of the **Excess Period**.
3. **"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 illness 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**.
4. **"CLOSE RELATIVE"** means **Partner**, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law or child.
5. **"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.
6. **"EUROPE"** means all European countries including Russia west of the Ural Mountains, the Azores, Madeira, the Canary Islands, Mediterranean islands and Turkey.
7. **"EXCESS PERIOD"** means the period at the commencement of each **Benefit Period** during which the Benefit is not payable.
8. **"FAMILY"** means the Insured Person, his **Partner** and all **Dependent Children**.
9. **"HI-JACK"** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which the Insured Person is travelling as a passenger.
10. **"ILLNESS"** means illness of the Insured Person which declares itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
11. **"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.
12. **"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.
13. **"MEDICAL PRACTITIONER"** means a registered, qualified, practicing member of the medical profession, who is not related to the Insured Person or any person travelling with the Insured Person.
14. **"PARTNER"** means the spouse or any person who has co-habited with the Insured Person for at least 6 consecutive months.
15. **"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.
16. **"PHOTOGRAPHIC EQUIPMENT"** means cameras, camcorders and any accessories.
17. **"SUM INSURED"** means the limit of Underwriters liability, as shown in the Schedule.
18. **"TEMPORARY PARTIAL DISABLEMENT"** means disablement which temporarily prevents the Insured Person from attending to a substantial part of the duties of his usual occupation.
19. **"TEMPORARY TOTAL DISABLEMENT"** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual occupation.
20. **"TRAVEL PARTY"** means friends, relatives or business associates who are travelling with the Insured Person on the same carrier to the same destination.
21. **"UNATTENDED"** means 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.
22. **"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."
23. **"VALUABLES"** means spectacles, sunglasses, contact or corneal lenses, watches, furs, jewellery and telecommunication, audio, visual and computer equipment or game consoles, including accessories.

Words in the masculine gender shall include the feminine.

GENERAL EXCLUSIONS

The Underwriters shall not be liable under any Section of this Policy in respect of: -

1. Any claims if the Insured Person is aged 64 years or older at the commencement of the Period of Insurance, unless declared to and agreed by Underwriters.
2. The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
3. The Insured Person whilst engaged or taking part in aeronautics or aviation, other than as a passenger.
4. The Insured Person whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
5. The Insured Person whilst riding or driving in any kind of race.
6. Any claims arising directly or indirectly caused or contributed to by 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 or taking part in civil commotions or riots of any kind.
7. Any claims consequent on war, invasion or civil war.
8. Any claims in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

8. Any claims arising out of or consequent upon or contributed to by radioactive contamination.
9. Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
11. Any claims arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
12. Any claims arising from 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 inception of this Certificate.
13. 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 any trip covered by this Certificate. 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.
14. Any trip booked or commenced by the Insured Person contrary to medical advice or to obtain medical treatment, or after a terminal prognosis has been made.
15. 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).
16. Holiday travel unless this option is selected and shown as covered in the Schedule.
17. Any claims arising out of participation in Winter Sports.
18. Any part of any trip booked or commenced in the knowledge that such trip will exceed the maximum duration(s) shown within the PRODUCT DESCRIPTION, unless disclosed to and accepted by Underwriters.
19. Any claims for expenses arising as a consequence of a loss (e.g. loss of earnings due to an insured accident, change of locks due to lost keys and the like).
20. No cover shall be operative under this Insurance for trips to the following territories/ countries, unless such trips are declared to and agreed by Underwriters prior to travel.

Underwriters reserve the right to charge an additional premium and/or amend coverage in respect of these trips: - Afghanistan, Algeria, Chad, Chechnya, Colombia, Democratic Republic of Congo, Iraq, Israel, West Bank and Gaza Strip, Ivory Coast, Saudi Arabia, Somalia & Sudan.

Additional Exclusions applicable where this Insurance includes Benefit for Illness.

21. Any claims consequent upon the Insured Person's pregnancy or childbirth.
22. Any claims arising directly or indirectly arising out of, consequent upon or contributed to by venereal disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

GENERAL CONDITIONS

- 1 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 Company and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as the Company 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.
- 2 Notice must be sent to Caunce O'Hara & Co Ltd as soon as practicable of any **Accident** or **Illness** to the Insured Person. In no case will the Company be liable to pay Benefit to the Insured Person or to his representatives unless the medical adviser or advisers appointed by the Company for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.
- 3 Any fraud, concealment or deliberate mis-statement by an Insured Person in relation to any matter affecting this Insurance shall render this Insurance null and void in so far as it relates to such Insured Person, but any fraud, concealment or deliberate mis-statement made by or known to the Insured (if any) shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
- 4 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 Benefit payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.
- 5 This Certificate is issued on the condition that the Insured Person has no other **Accident** or **Illness** Insurance except as specifically declared to the Company at inception or agreed by them during the Period of Insurance.

SECTION 1 - PERSONAL ACCIDENT INSURANCE

The Company will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Benefits 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 Insured is named in the Schedule, the Company will pay the Insured 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.

Benefits payable in respect of Accident

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

Weekly Benefits

- 7 **Temporary Total Disablement**
- 8 **Temporary Partial Disablement**

Benefits payable in respect of Illness

- 9 Permanent Total Loss of Sight of Both Eyes
- 10 **Permanent Total Disablement** by Paralysis

Weekly Benefits

- 11 **Temporary Total Disablement**

PROVIDED ALWAYS THAT:-

- 1 (a) Benefits shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident**, except for any Benefits payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of the same **Illness**, and

(b) No weekly Benefit shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly Benefit, 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 Benefits or added to this Certificate by endorsement.
- 3 If Item 1 of the Schedule of Benefits is not covered then no claim shall be payable, other than for weekly Benefit, 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 Benefits 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 Benefit for disablement provided for under Items 2 to 6 of the Schedule of Benefits, there shall be paid only the Benefit provided for in the case of death.

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 £500 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**.

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 24 Hour Medical Emergency Company.

EXCLUSIONS

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

1. The first £50 of each and every loss, each Insured Person.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the Insured Person is, or would have been pregnant for 7 months or longer at any point during a trip.
3. Any claims consequent upon Venereal 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 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. 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 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 travel, accommodation and unused pre-booked excursions (including additional reasonable accommodation and travel expenses incurred for return to the **United Kingdom**) should the projected 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 £50 of each and every loss, each Insured Person.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the Insured Person is, or would have been pregnant for 7 months or longer at any point during a trip.
3. Any claims consequent upon Venereal 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 in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
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 cancellation or curtailment of a trip.
6. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a trip.
7. The Insured Person's disinclination to travel.

8. Any Curtailment claims due to participation 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.

Note In the event of the curtailment of a package holiday, Underwriters' liability shall be calculated on a proportionate basis, with the commencement of the curtailment period being the date the Insured Person arrived at his home in the **United Kingdom**.

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.

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 home to 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 a) above be delayed or interrupted as a result of one or more of the Insured Events listed below.

Part 2 - Delay

- a) The Underwriters will pay up to the **Sum Insured** each Insured Person in accordance with the following scale, should 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:
-
 1. £30 for the first completed 12 hour period of delay, and
 2. £15 for each subsequent completed 12 hour period of delay, or
- b) In the event of delay or interruption of at least 24 hours, the Underwriters will pay up to the **Sum Insured** under Section 2 – Cancellation and Curtailment - 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.

Insured Events

1. If delay or interruption occurs to non-scheduled 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. If delay or interruption occurs to 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.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Additional costs where the transport operator has offered reasonable alternative travel arrangements.
4. Under Parts 1 and 2b) only, the first £50 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.
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 the itinerary supplied to him.
7. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.

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 on schedule so that he can check-in according to the 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 from the carriers or their handling agents in writing of the number of hours of delay and the reason for the delay.

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 material 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.
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.
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 him 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, or the Insured Person's family.

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 – EMPLOYEE REPLACEMENT

The Underwriters will pay up to the **Sum Insured** each Insured Person for additional expenses necessarily and reasonably incurred by the Insured (if any) in recruiting and sending another employee overseas to replace him should he have to be replaced and return home before completion of his work overseas, for any of the following reasons occurring during the **Operative Time**: -

1. The death, **Bodily Injury**, illness or compulsory quarantine of the Insured Person, **Partner** or business associate(s).
2. **Hi-Jack** of the Insured Person.

Note: The onus of proof that replacement was necessary lies with the Insured/Employer.

EXCLUSIONS

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

1. Any claims due to the Insured Person 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.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the Insured Person is, or would have been pregnant for 7 months or longer at any point during a trip.
3. Any claims attributable to any condition or set of circumstances known to the Insured and/or the Insured Person at the time this Insurance is effected or a trip is booked, where such condition or set of circumstances could reasonably have been expected to give rise to replacement.
4. Any claims where medical or other suitable evidence is not provided as proof of the necessity to replace the Insured Person.
5. The first £50 of each and every loss, each Insured Person.
6. Any claims consequent upon Venereal 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.

SECTION 8 – HOSPITAL BENEFIT

The Underwriters will pay £25 for each completed 24-hour period up to the **Sum Insured** in total, 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 Insured Person is, or would have been pregnant for 7 months or longer at any point during a trip.
2. Any claims consequent upon Venereal 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 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 9 – PERSONAL BAGGAGE, CLOTHING OR EFFECTS AND MONEY

The Underwriters will pay up to the **Sum Insured** each Insured Person in the event of loss of or damage to accompanied personal baggage, clothing or effects, Tools 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 all **Photographic Equipment**
4. 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** or tools 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 £50 of each and every loss, each Insured Person. In respect of Tools the Underwriters shall only be liable for 80% of any loss admitted.
6. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a report obtained.
7. Any claims in respect of **Valuables**, **Photographic Equipment**, Tools or **Money** whilst in the custody of a carrier.
8. Any loss or damage whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or boot of a motor vehicle.
9. Any claims arising out of electrical and/or mechanical breakdown.
10. 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.
11. Any loss of or damage, directly or indirectly resulting from or attributable to war, invasion, civil war, armed hostilities, rebellion, revolution, insurrection, military or usurped power, unless whilst airborne or waterborne.
12. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.

NOTE:

1. "**Money**" shall mean: -
 - (a) Cash, bank or currency notes, travellers cheques, passports, green cards, petrol coupons or travel tickets,
 - or
 - (b) Credit cards, charge cards, or banker's cards, resulting in the fraudulent use thereof.
2. 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 9

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. If the Insured Person purchases a comparable replacement for a lost or damaged article, the Underwriters shall pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair.

DELAYED BAGGAGE EXTENSION

If accompanied personal baggage, clothing, or effects are 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 if the loss becomes permanent.

Receipts for such purchases must be provided.

NOTE: This Baggage Delay Extension will remain in force if cover by this Section is otherwise deleted.

Illness Benefit Extension

The Company will pay to the Insured the amount shown in the Schedule if during the Period of Insurance the Insured Person contracts illness and the illness results in Disability

Special Definition applying to this Extension

Disability

Temporary Total Disablement from usual occupation

Exceptions to this Extension

The Company will not pay any amount for illness

- 1 contracted
 - A) within 28 days of the commencement of this Extension unless this Extension immediately supersedes similar annual insurance (whether provided by the Company or not) in the name of the Insured covering the Insured Person
 - B) after the expiry of the Period of Insurance in which the Insured Person attains the age of 65
- 2 arising from or contributed to by
 - A) the Insured Person committing or attempting to commit suicide
 - B) the Insured Person having taken a drug unless it is taken on proper medical advice or instruction and is not for the treatment of drug addiction
 - C) pregnancy childbirth miscarriage or abortion
 - D) War
 - E) Terrorism occasioned by any Nuclear Chemical or Biological Cause
- 3 while any amount is payable under the Personal Accident Insurance provided by this Policy in respect of the same Insured Person

Notice to the Insured Person or Insured if Applicable

Law Applicable

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

Data Protection Clause

It is understood by the 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.

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with

Counce O'Hara & Co Ltd
City Wharf
New Bailey Street
Manchester
M3 5ER

Tel No: 0870 7525455
Fax No: 0161 839 2100
Email: info@caunceohara.co.uk

If your complaint is not resolved or you are not happy with their response and the course of action proposed you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details
Customer Relations Manager
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Tel. No: 0800 1076160
Fax No: 01422 325146
Email: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

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

Telephone: 0845 0801800
enquiries@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.



freelanceinsure



City Wharf

New Bailey Street

Manchester

M3 5ER

Tel: 0870 7525455

Fax: 0161 839 2100



The Freelance Insure PA & Travel Insurance Scheme is underwritten by Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised and regulated by the Financial Services Authority.

Calls may be recorded.