# battle face<sup>®</sup>

# **INDIVIDUAL**

TRAVEL MEDICAL EXPENSES POLICY

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### **USEFUL NUMBERS**

# C

### FOR EMERGENCY MEDICAL ASSISTANCE

Call Robin Assist on: + 44 (20) 3769 4976

See page 7 for more information

Travel medical insurance plan administered by battleface Insurance Services Ltd.

#### Insurer:

Insurance benefits are underwritten by Crum & Forster, SPC. C&F and Crum & Forster are registered trademarks of Crum & Forster, SPC. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2023.

#### **Policy Holder:**

Fairmont Specialty Trust

#### **Policy Holder Address:**

ITA GlobalTrust,LTD
Suite 4210, 2nd Floor Canella Court,
48 Market St,
Camana Bay
PO Box 32203,
Grand Cayman KY1-1208,
Cayman Islands

Master Policy Number: CC010074

Master Policy Effective Date: December 1 2023

Master Policy Expiration Date: November 30 2024

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The Period of Cover is stated on the Insurance Certificate

The Policy is a legal contract between the Policyholder and Crum & Forster SPC for and on behalf of ITI SP (herein referenced as "the Company"). This Policy is issued by Crum & Forster SPC for and on behalf of ITI SP to the Fairmont Specialty Trust located in the Cayman Islands. This Policy is not subject to U.S. jurisdiction.

**Master Policy** means that certain group insurance policy issued to Fairmont Specialty Trust.

**Underwriter and Company** shall mean Crum & Forster SPC.

The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy.

The Company and the Policyholder have agreed to all the terms and conditions of the Policy. The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.

BFG/BIS/011123

# THIS IS LIMITED BENEFIT SHORT DURATION COVERAGE. READ IT CAREFULLY. THE POLICY IS NOT RENEWABLE

The Company agrees to provide insurance, in exchange for payment of the required premium. Coverage is subject to the terms and conditions described in the Policy. The Company and the Policyholder have agreed to all the terms and conditions of the Policy.

The Company hereby insures all persons whose application has been accepted by Our administrator on behalf of the Company, subject to all the exclusions, limitations and provisions set forth in this Policy. Coverage is afforded only with respect to the Covered Person, the coverage, the amounts, and the limits specified in the Certificate issued to the Covered Person, for which premium has been paid.

By purchasing this insurance provided by Crum & Forster SPC, under the jurisdiction of the Cayman Islands, you become a member of the Fairmont Specialty Trust.

#### **Subscription Agreement**

I hereby apply to be a Plan Participant of the Fairmont Specialty Trust (the "Trust") and to participate in the insurance coverage extended to Plan Participants under the Trust by Crum & Forster SPC ("the Company") to Plan Participants under the Trust (the "Coverage").

I understand that the Coverage is not a general health insurance product, but is intended for use in the event of a sudden and unexpected event while traveling outside my Home Country.

I understand that the Coverage extended to me will terminate upon my return to my Home Country.

I understand that I may obtain full details of the insurance by requesting a copy of the Master Policy from the Plan Manager.

I understand that the liability of the Company as insurer of the Coverage is as provided in the Master Policy. By acceptance of coverage and/or submission of any claim for benefits, the Plan Participant ratifies the authority of the signer to so act and bind the Plan Participant.

The Plan Participant undertakes to make all premium payments as they fall due in respect of the Coverage extended to them.

The Plan Administrator shall not be responsible for the administration of such payments. If the Plan Participant fails to make any premium payment due in respect of the Coverage extended to them, subject to the discretion of the Insurance Company, such Coverage will lapse.

The Plan Participant hereby confirms the accuracy of all information validity of all representations and warranties provided to the Plan Administrator in connection with its participation in the Plan and/or the subscription for the Coverage, howsoever provided, including the terms of this Subscription Agreement, (together "Representations & Warranties").

The Plan Participant acknowledges that certain of such information will be relied upon by the Company as insurers of the Coverage and that any inaccuracy therein may result in the invalidity of such Coverage as it relates to the Plan Participant, the loss of Coverage and all monies paid in relation thereto.

The Plan Participant hereby undertakes to inform the Plan Administrator of any change to any of matter that forms the subject of any of the Representation & Warranties.

The Plan Participant hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any Representation & Warranty or failure to advise the Plan Administrator of any change in any matter that forms the subject of any of the

Representation & Warranties.

The Plan Participant agrees that the Plan Administrator shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Plan Participant and the Plan Participant hereby undertakes to indemnify and hold harmless the Plan Administrator against any loss or damage (including attorney's fees) occasioned by the Plan Administrator acting in accordance with any such instruction.

Payments under the terms of the Coverage shall be paid by the Insurers to the Plan Participant or directly to a provider if assignment of benefits has been authorised. The Plan Administrator shall not be responsible for the administration of such payments.

I confirm that I have satisfied myself that the insurance is appropriate for me and that I meet the eligibility criteria.

### **INTRODUCTION TO YOUR POLICY**

Please read this document and Your Policy Certificate very carefully to ensure You understand the extent of the cover, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements. This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency. The policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Conditions and exclusions will apply to individual sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
- following payment of the appropriate premium for the level of cover selected.

# Please keep this document in a safe place and take it with You when You travel in case You need assistance or need to make a claim.

Benefits under this policy are underwritten by Crum & Forster SPC and administered on their behalf by battleface Insurance Services Limited, Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK. battleface Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (registration 774757) in the UK.

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." PPACA also requires certain employers to offer PPACA compliant insurance coverage to their employees. Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, and on certain employers who do not offer PPACA compliant insurance coverage to their employees. In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether this policy meets any obligations you may have under PPACA

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### **MEDICAL HEALTH**

If anyone has an undiagnosed Medical Condition (for example, if waiting for tests, investigations or treatment), or has been given a terminal prognosis, this policy will not cover any related claim against Section A - Trip Interruption and Section B - Emergency Medical and Additional Expenses.

This insurance policy is designed to cover You for unforeseen illnesses and accidents occurring during the Period of Insurance.

Please refer to the 'Trip Interruption Cover for Non Insured Persons' section for terms that apply for non-travelling Close Relatives, a travelling companion not insured by this policy and people that You intend to stay with.

Pregnancy and childbirth: Cover under this policy is provided for unforeseen events. In particular, cover is provided under Section B-Emergency Medical and Additional Expenses, for unforeseen bodily injury or illness. Pregnancy and/or Childbirth is not considered to be either an illness or injury. For the avoidance of doubt, please note that cover is ONLY given under Sections A, B and C of this policy for claims arising from Complications of Pregnancy and Childbirth. Please make sure You read the definition of Complications of Pregnancy and Childbirth in the Meaning of Words.

### **Trip Interruption Cover for Non Insured Persons**

A Close Relative who is not travelling with You, a travelling companion not insured by this policy, or the person You are intending to stay with, may have a serious accident, illness or have a Preexisting Medical Condition which deteriorates during Your Trip. In some cases, if their state of health deteriorates greatly as a result of the accident, illness or Pre-existing Medical Condition, You may want to curtail Your Trip.

Subject to all the other terms and conditions, such claims are covered if the person's Medical Practitioner can confirm in writing that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition manifesting or deteriorating to such a degree that this would become necessary. If the Medical Practitioner will not confirm this Your claim is not covered.

# **EMERGENCY ASSISTANCE 24 HOURS A DAY**

Non-insurance assistance services are provided by Robin Assist LLC (in CA: battleface Insurance Services dba Robin Assist).

In the event of a medical incident contact our medical assistance team at Robin Assist on the number below. Please ensure that you contact Robin Assist as soon as reasonably possible, but in any event within 48 hours of any serious accident or illness abroad requiring in-patient hospitalisation, extended treatment or alteration to travel arrangements.

Please contact Robin Assist on: + 44 (20) 3769 4976 or help@robinassist.com

Give Your name, insurance details, reference number and as much information as possible. Please provide a telephone, fax number or email address where Robin Assist can contact You or leave messages at any time of the day or night.

This policy is NOT a Private Medical Insurance policy and does not provide cover for procedures that can be carried out in Your Home Country after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

### IMPORTANT INFORMATION

We would like to draw Your attention to important information about Your policy including:

- **Eligibility:** To be eligible for this insurance You must be 1 month or over on the date of travel and 79 years or under when the trip, for which this insurance is purchased, finishes. This insurance is not available for residents of the USA, Canada, Australia, New Zealand and the UAE, nor any country currently sanctioned by OFAC.
- Changes to Your Policy: You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes by contacting Us on + 44 (33) 0027 0999 or global@battleface.com. If You do not tell Us Your policy may be cancelled and any claim You make may not be paid.
- **Conditions and Exclusions:** There are conditions and exclusions which apply to each individual section of Your policy and there are general conditions and exclusions which apply to the whole of Your policy. See pages 33 to 37.
- COVID-19: This policy covers You for medical expenses arising from Covid19 infection while You
  are outside Your Home Country. The Covid19 benefit is available for COVID-19 (the disease); SARSCov-2 (the virus); and any mutation or variation of SARS-CoV-2. For the avoidance of doubt, cover
  for COVID-19 is only applicable to Section B, Medical and additional travel expenses and to no other
  section of this policy.
- **Cruises:** This policy does not cover any form of cruising either on inland waters such as canals, rivers or lakes, ocean cruising or sea cruising.
- **Personal Possessions:** This policy provides cover for loss, damage or theft of Your Baggage. There are some important limitations to cover that will apply to single articles, Valuables and also items lost or stolen from a beach/pool-side or where satisfactory proof of ownership cannot be provided. If You are planning to take expensive items such as cameras, e-readers, games consoles, laptops, mobile/smart phones, tablets, jewellery, watches or other Valuables with You then You should check that You have adequate personal possessions cover under a home contents or other insurance policy. Baggage claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis.
- Third Party Liability: If You use any form of mechanically propelled vehicle (e.g. car, motorcycle, moped or scooter), sail or powered boat, or an airborne craft, no liability cover will apply under this policy
- Winter sports: Winter Sports cover only applies if stated in Your Policy Certificate as included. Winter Sports Optional Cover will apply to sections A to F of your policy. It does not apply to Section G Personal Liability. If winter sports are stated in the Policy Certificate as being included, this insurance does not apply whilst You are skiing off piste unless with a qualified instructor or guide. There is strictly no cover under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/ snowboard-acrobatics, ski/ snowboard stunting, extreme skiing/ snowboarding, skeleton and luge or any variations. and You must ensure that You have cover for third party injury or property damage in place.
- Cover for Sports and Pastimes: This insurance excludes certain sports and pastimes. Please see page 9 for the list of Excluded Activities.

# **EXCLUDED ACTIVITIES**

#### **Activity**

Any organised race, speed trial, time trial, endurance event, trekking, whether competitive or not, competition or professional sporting event

Abseiling (without a licensed operator)

**Bungee Jumping** 

Gliding

Hang Gliding (Unless in tandem with a licensed operator)

Heli-Skiing

High Ropes (Unless with a licensed operator)

Kite Surfing (Unless with a licensed operator as part of a organised trip)

Martial Arts or Combat Sports of any kind

Microlighting (Unless as a one-off flight as a passenger only)

Motor Racing (Car, Go-Kart or motorcycle)

Mountain Biking (competition on designated tracks)

Mountaineering when higher than 4500m, 14,765 feet

Parachuting of any kind

Paragliding (Unless in tandem with a licensed operator)

Parasailing

Riding on the back of any animal e.g Horse, Camel, Elephant

Sailing and Yachting more than 12 miles, 20 kilometres, from the coast

Scuba Diving of any kind and any depth

Surfing more than 5 miles, 8 kilometres, from the coast unless as part of an organised tour

Track days (Car or motorcycle)

Water Skiing

Windsurfing more than 5 miles, 8 kilometres, from the coast

# **SCHEDULE OF BENEFITS**

This table shows the Limits of Cover available under each section of the policy. It should be read in conjunction with Your Policy Certificate which will confirm what level of cover You have taken along with details of any cover options You have selected. All limits and deductibles are per person.

Section	Benefit	Sum Insured	Deductible
А	Trip Interruption	USD 2,000	
В	Medical and Emergency Expenses	USD 10,000,000	USD 250
С	Hospital Benefit	USD 25 per day, maximum USD 100	
D	Personal Accident	USD 50,000	
Е	Baggage*	USD 2,000	USD 250
F	Personal Money and Passport ***	USD 500	USD 250
G	Personal Liability	USD 500,000	

<sup>\*\*\*</sup> Limited to USD 250 in respect of cash

#### **Please Note:**

Please note that the sum insured is the most You can claim under the section but other limits may apply. All cover limits and excesses shown are per person unless otherwise indicated.

#### \*Section E - Baggage

- Claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis.
- The maximum We will pay per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side is USD 100.
- An original receipt, valuation report or other satisfactory proof of ownership and value is required to support the claim. Evidence of replacement value is not sufficient.

If You cannot provide this the maximum payment will be limited to:

- USD 50 for any one article, or for any one Pair or Set of articles;
- USD 250 for all articles lost, damaged or stolen in any one incident.

# **SCHEDULE OF BENEFITS – OPTIONAL COVER**

Optional Cover\* – subject to payment of additional premium. If You have paid for this cover option, it will be shown on Your Policy Certificate. All limits and excesses / deductibles are per person.

Section	Benefit	Sum Insured	Excess / Deductible**
H1	Business Equipment	USD 1,000	USD 100
H2	Business Equipment Hire	USD 50 per day, maximum USD 500	
НЗ	Business Money	USD 1,000	USD 100
H4	Replacement Employee	USD 1,000	USD 100

#### WINTER SPORTS

Section	Benefit	Sum Insured	Excess / Deductible**
Е	Ski Equipment (USD 500 per single article, set or pair, limited to USD 300 for hired ski	USD 750	USD 50 per person (USD 100 per family)
	equipment)		(OSD TOO Per larrilly)

### **ADDITIONAL SUMS INSURED**

Section	Benefit	Sum Insured Up to	Excess / Deductible Reduced to
D	Personal Accident	USD 250,000	
Е	Baggage	USD 10,000	USD 50

<sup>\*</sup> Optional sections of cover – only valid when shown on Your Policy Certificate and the additional premium has been paid.

#### Please note:

Additional Sums Insured may be subject to justification of the increase in Sum Insured.

<sup>\*\*</sup> Please refer to Meaning of Words - Policy Excess / Deductible.

# **MEANING OF WORDS**

Wherever the following words and phrases appear in this policy they will always have these meanings:

**Accidental Bodily Injury:** A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.

An Act Of Terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

**Baggage:** Items usually carried or worn by travellers for their individual use during a Trip.

- Items hired to You, and all items loaned or entrusted to You are excluded.
- This travel insurance is not intended to cover expensive items for which You should take out full 'Personal Possessions' insurance under Your home contents policy.
- Wheelchairs and mobility aids are classed as Baggage and are covered according to the limits of cover on page 8.

**Business Equipment:** Any equipment You use for Your business, trade or profession, as declared to Us and used for the sole purpose of Your business Trip but not for the purposes of Manual Work.

**Business Money:** Money held by You for business purposes.

**Carrier:** A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

**Change in Health:** A change in Your state of health that occurs after the policy has been purchased. A change to Your state of health includes:

- Any new disease, illness or injury that requires medication, advice, treatment or
- A Pre-existing Medical Condition where there is a change to medication, advice or treatment, or
- You undergoing tests or treatment or being placed on a waiting list for out/day/in-patient treatment, investigations or surgery.

#### **Claims Administrator:**

Robin Assist Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

**Close Relative:** Spouse or Common Law Partner, parent, grandparent, step-parent, legal guardian, children (including legally adopted and step-children), sibling (including step-siblings and sister/brother-in-law) or fiancé(e) of an Insured Person.

**Common Law Partner:** The person living with the Insured Person in a domestic relationship, for at least six consecutive months at the commencement of the Period of Insurance.

Complications of Pregnancy and Childbirth: For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/ medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Geographical Limits:** The country(ies), province(s) and territories for which You have paid the appropriate premium, as specified on Your Policy Certificate. Please note:

Cover is included from the point of departure from Your Home Country and back again when You return. This extension does not apply if You purchased the cover whilst on a trip. In this case, cover starts twenty four (24) hours after the time of purchase and finishes when You return to Your Home Country or where this cover was purchased, whichever is reached first.

You will be covered when travelling by Public Transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private aircraft.

**Home:** Your principal place of residence, used for domestic purposes, and including garage(s) and other outbuilding(s).

**Home Country:** The country for which You hold a passport or that country in which You habitually reside (if different) and which is declared as Your Home Country on Your application for cover.

**Insured Person, Plan Participant or You/Your:** Each person named on the Policy Certificate and for whom the appropriate premium has been paid, and at the expiry of the Period of Insurance being not more than 79 years of age. See the 'Your Policy' section for eligibility and age limits.

**Limits of Cover:** The maximum amount that We will pay per person or per policy for each insured incident, as shown on the Schedule of Benefits.

**Loss of Limb:** Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**Loss of Sight:** Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what You should see at 60 feet.)

Medical Condition: A disease, illness, sickness or injury including Psychological Conditions.

**Medical Practitioner:** A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his/her licence and training and who is not related to You or any travelling companion.

**Mental Health Disorder:** A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioural symptoms, or a disease of the mind or personality, evidenced by abnormal behaviour, or a disorder of conduct evidenced by socially deviant behaviour. This includes but is not limited to psychosis, psychiatric illnesses and other similar conditions as may be listed in recognised medical manuals or journals.

**Money:** Currency from Your Home Country, currency from the country(ies) in which You are travelling, any of the recognised major currencies which are commonly used in transactions in lieu of local currency and travellers cheques.

Pair or Set: Similar items of Baggage which are complimentary to one another or used together.

**Period of Insurance:** The period shown on the Policy Certificate.

**Permanent Total Disablement:** Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to,

Your usual occupation for the remainder of Your life. For Insured Persons aged 65 or over the definition of Permanent Total Disablement is amended to:

A disablement which prevents You from performing at least three (3) of the following six (6) activities of daily living even with the aid of special equipment, and always to require physical assistance of another person throughout the physical activity for at least six (6) continuous months:

- a. Transferring: the ability to move from a bed to an upright chair or wheelchair and the vice versa
- b. Mobility: the ability to move indoors from room to room on level surfaces
- c. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene
- d. Dressing: the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances
- e. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by any other means
- f. Feeding: the ability to feed oneself once food has been prepared and made available

The diagnosis must be confirmed and certified by a Medical Practitioner.

**Policy Certificate:** The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the Period of Insurance, additional cover options and any other special conditions and terms.

**Policy Excess / Deductible:** The amount shown in the Schedule of Benefits for the cover You have purchased as shown on Your Policy Certificate, per Insured Person, each and every incident, each and every section of cover, where the Policy Excess / Deductible applies.

**Pre-existing Medical Condition:** Any medical condition (no matter how minor), which manifested itself, became acute or exhibited symptoms prior to the date of travel which would have caused any prudent person to seek diagnosis, care or treatment; or which medical advice, diagnosis, care or treatment was recommended or received (this includes being referred to a medical professional for any reason); or required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or required medical treatment or treatment was recommended by a Legally Qualified Physician.

**Psychological Condition:** A mental or addictive condition, including but not limited to, alcoholism, drug addiction or eating disorders.

**Public Transport:** any scheduled publicly licensed aircraft, sea vessel, train, coach or bus on which You are booked or had planned to travel.

**Quarantine:** A strict isolation imposed on You to prevent the spread of a virus or disease. This is a mandatory or suggested order given by an authorised individual or branch representing the government or health authority whether in your Home Country or destination of travel.

Schedule of Benefits: The details of cover as outlined on pages 10 and 11 of this document.

**Secure Luggage Area:** Any of the following, as and where appropriate:

- The locked dashboard, trunk or locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an station wagon / estate car with a fitted and engaged tray or roller blind cover behind the rear seats.
- The fixed storage units of a motorised or towed caravan.
- A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Strike or Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travel Documents:** Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driving licences and passports.

**Trip:** A journey outside Your Home Country and within the country(ies) stated on Your Policy Certificate, during the Period of Insurance. Please Note: Trips do not have to commence and end in Your Home Country. See 'Your Policy Certificate' for the maximum duration of Your Trip.

**Trip Interruption:** Abandoning or cutting short Your Trip by direct early return to Your Home Country. Please note: claims will be calculated from the day You returned to Your Home Country and based on the number of complete days of Your Trip You have not used, or by attending a hospital outside Your Home Country as an in-patient (and as part of a valid claim under Section B - Emergency Medical and Additional Expenses) for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital and based on the number of complete days for which You were hospitalised. Cover only applies to ill/injured persons.

**Unattended:** When You cannot see and/or are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or vehicle.

**Valuables**: Cameras, photographic, and video equipment, and associated equipment of any kind; computer hardware and software including notebooks, eReaders, laptops, tablet PCs, mobile telephones; smartphones; portable audio equipment (DVD, CD, Mini-Disc, MP3 players, iPods, etc) and all associated discs and accessories; spectacles; prescription sunglasses, binoculars; jewellery; watches; precious stones and articles made of or containing gold, silver or other precious metals.

**We, Our or Us:** battleface Insurance Services Limited, administering policies on behalf of the Crum & Forster SPC for and on behalf of ITI SP to the Fairmont Specialty Trust.

# **YOUR POLICY**

Your policy contains restrictions based on the type of policy You have purchased – these are explained below.

If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

Cover for any Trip ends on the earliest of:

- the end date shown on Your Policy Certificate; or
- the date You return to Your Home Country at the end of Your journey; or
- the date when the maximum number of days cover shown in Your policy has been reached.

# **GEOGRAPHICAL AREAS**

Cover is only valid outside Your Home Country and in the country(ies) requested on Your policy application and shown on Your Policy Certificate.

Due to international sanctions restrictions imposed by Canada, the European Union, the United Kingdom, United States and United Nations, it may not be possible for us to provide the full range of cover in one or more of the countries you plan to travel to. For more information please email us at <a href="mailto:global@battleface.com">global@battleface.com</a>.

# **SECTIONS OF COVER**

### **Section A – Trip Interruption**

#### What is covered:

We will reimburse up to the amount shown in the Schedule for financial loss You suffer, being non-refundable deposits and amounts You have paid for travel and accommodation You do not use because of Your inability to complete the Trip.

We will only pay for financial loss You suffer on behalf of any travelling companion if they are insured and named on this policy. If Your travelling companion is not insured under this policy, You will need to claim against their travel insurance policy for any amounts that You have paid on their behalf.

Trip Interruption cover applies if You are forced to cut short a Trip You have commenced, and return to Your Home Country, because of the unforeseen illness, injury or death of You, a Close Relative or any person with whom You have arranged to stay during the Trip in circumstances being beyond Your control and of which You were unaware at the time You booked the Trip.

#### **Special conditions relating to claims:**

In the event of Trip Interruption, You must contact Us first and allow Us to make all the necessary travel arrangements.

You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip in the event of unforeseen illness or injury.

If, at the time of requesting Our assistance in the event of a Trip Interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay whilst on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.

#### What is not covered:

- a. any disinclination to continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under 'What is Covered';
- b. any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You;
- c. any claim arising directly or indirectly from Your Mental Health Disorder;

- d. any claim arising directly or indirectly from a Pre-existing Medical Condition affecting any Close Relative, travelling companion who is not insured under this policy, or person with whom You intend to stay whilst on Your Trip, unless the person's Medical Practitioner can confirm in writing that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition manifesting or deteriorating to such a degree that this would become necessary;
- e. any costs relating to unused travel and accommodation for any persons not insured under this policy;
- f. Trip Interruption caused by pregnancy or childbirth unless the curtailment is certified by a Medical Practitioner as necessary due to complications of Pregnancy and Childbirth;
- g. any Trip Interruption claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You either booked the Trip or purchased this policy, whichever is the latest;
- h. in the event of Trip Interruption, any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- withdrawal from service of the aircraft, sea vessel, coach or train, on which You are booked to travel during Your Trip, by order or recommendation of the regulatory authority in any country You should direct any claim in this case to the transport operator involved;
- j. failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy You should direct any claim in this case to the provider involved;
- k. change of plans due to Your financial circumstances;
- I. any costs relating to airport taxes, air passenger duty and other surcharges levied by the airline (You may be able to obtain a refund from Your Carrier for such charges);
- m.any claim arising from volcanic eruption (including volcanic ash being carried by the wind), earthquake or tsunami;
- n. the Policy Excess;
- o. the cost of this policy;
- p. anything mentioned in the General Exclusions.

### **Section B - Emergency Medical and Additional Expenses**

#### What is covered:

- 1. **Emergency Medical and Repatriation:** We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate) for each Insured Person who suffers sudden and unforeseen Accidental Bodily Injury or illness (illness not available if You are 75 years or over), or who dies during a Trip outside Your Home Country for the following:
  - a. Medical expenses for the immediate needs of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital when deemed necessary by a recognised Medical Practitioner.
  - b. Additional travelling costs to repatriate You to Your Home Country when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary.
- 2. **Emergency Dental Treatment:** We will pay up to USD 750 for each Insured Person for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating.
- 3. Additional Accommodation and Travelling Costs: On condition that You contact Us first and We make all the travel arrangements, in the event of a valid claim for repatriation We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate) for the following:
  - a. If Our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home, and the return journey cannot take place on the original scheduled date, We will pay for the additional travelling costs and accommodation costs incurred by one person staying with You and accompanying You on the Trip Home.
  - b. Additional travelling and accommodation costs arranged by Us for one person required, on medical advice, to fly out to You and accompany You Home.
  - c. A return journey air ticket plus reasonable accommodation costs to enable a business colleague, where necessary, to replace You in Your location outside Your Home Country following Your medical repatriation or death during a Trip.
  - d. Reasonable accommodation costs incurred if You, on medical advice, are declared unfit to fly or travel. Our liability shall cease on the day you are scheduled to return Home or the day you are declared fit to fly or travel, whichever is earlier. Our expenses shall be limited to the normal cost of the accommodation you are in or USD 100 per day, whichever the lesser, and shall be limited to a maximum of 14 days. If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, Our liability to pay any further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place.

#### 4. Return of Deceased:

In the event of Your death during a Trip covered under the policy benefits, We will pay:

- The preparation and return of Your body, including the cost of a standard shipping container (excluding the cost of a burial coffin) to Your Home or,
- Up to a maximum of USD 5,000 for burial at the place of death (excluding the cost of funeral and related expenses or a burial coffin), in the event Your body is not returned to Your Home or,

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- Up to a maximum of USD 5,000 for cremation at the place of death (excluding the cost of funeral and related expenses or an urn) and the standard shipping cost to return Your ashes to Your Home and
- Transportation costs of one Immediate Family member to go to the place of Your death to identify your body when it is necessary to be identified prior to the release of Your body and up to a limit of USD 150 per day to a maximum of USD 1,500 for meals and commercial accommodation. The Immediate Family Member identifying your body will also be covered as an Insured Person under this Policy for the period of time required to identify Your body. Coverage for the Immediate Family Member is subject to the terms and conditions of the policy and standard Stable provisions.
- 5. **Quarantine:** This policy will pay for expenses You necessarily incur whilst at the destination mentioned on Your Policy Certificate if you are subject to Quarantine and shall be up to USD 150 per Insured Person per day not exceeding 14 days

#### What is not covered:

- a. costs in excess of USD 500 (or currency equivalent) which have not been authorised by Us in advance;
- b. costs arising from illness if You are 75 years or over;
- c. any claims arising directly or indirectly as a result of any Pre-existing Medical Condition;
- d. any claim arising directly or indirectly from Your Mental Health Disorder;
- e. any pre-planned or pre-known or expected medical/dental treatment or diagnostic procedure;
- f. treatment which, in the opinion of Our Medical Officer, can be delayed until Your return to the country of departure or Home;
- g. any medical or dental treatment, which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury; or to alleviate distress in eating;
- h. normal wear and tear of dental or orthodontic appliances;
- i. any damage to dentures, other than whilst being worn by You and any self-inflicted damage, including damage caused by tooth-brushing or any other oral hygiene activity;
- j. dental treatment involving the provision of dentures or the use of precious metals;
- k. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- I. any air travel costs in excess of a return economy/tourist class ticket, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- m. accommodation costs other than the cost of the room, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- n. medical/dental treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre unless confirmed as medically necessary by Our Medical Officer;

- o. the cost of private dental/medical expenses when You receive treatment in a state run practice or clinic and You have a right to state provided emergency treatment;
- p. treatment for cosmetic purposes unless the Medical Officer at the medical emergency service agrees that such treatment is necessary as the result of an accident covered under this policy;
- q. expenses incurred as a result of a tropical disease when You have not had the recommended inoculations and/ or taken the recommended medication;
- r. any costs incurred in Your Home Country other than in connection with transportation of You or Your remains to Your Home from abroad,
- s. the cost of any medical/dental expenses incurred in private facilities if a medically suitable state facility is available:
- t. any costs incurred in Australia which would have been covered by Medicare if You were eligible to be enrolled, and You failed to enrol, in Medicare;
- u. any costs where Your transportation Home has not been arranged by Us;
- v. any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;
- w. any search and rescue costs charged to You where an emergency service such as the coastguard or army have been called out to find You. This does not include the cost of emergency medical evacuation by the most appropriate transport or mountain rescue services;
- x. where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have not used a European Health Insurance Card to effectively reduce the cost of Your treatment or medicines if you are eligible for such card;
- y. medication and/or treatment which at the time of departure is known to be required or to be continued outside Your Home Country;
- z. the Policy Deductible.
- aa. travelling to obtain medical treatment;
- ab. any expenses incurred while under Quarantine upon arrival at Your destination.
- ac. anything mentioned in the General Exclusions

### In an Emergency

Please contact Robin Assist on + 44 (20) 3769 4976 giving Your name, Policy Certificate number and as much information as possible.

Please provide a telephone number and fax or email address where Robin Assist can contact You or leave messages at any time of the day or night.

To comply with the terms and conditions of the insurance You MUST contact Robin Assist as soon as possible. You MUST obtain their prior authorisation before incurring any expenses over USD 500 (or currency equivalent), except in case of emergency. In case of emergency, if You are physically prevented from contacting Robin Assist immediately, You or someone designated by You must telephone within 48 hours.

Please call Robin Assist on + 44 (20) 3769 4976

We recommend that You should carry Your insurance documents with You at all times.

### **Section C - Hospital Benefit**

#### What is covered:

In the event of a valid claim under Section B – Emergency Medical and Additional Expenses, We will pay You up to the amount shown in the Schedule of Benefits for every complete 24 hours You have to stay in hospital as an in-patient.

#### What is not covered:

- a. any claim with a Trip within Your Home Country;
- b. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- c. anything mentioned in the General Exclusions.

#### Section D - Personal Accident

#### What is covered:

We will pay one of the benefits shown in the Schedule of Benefits for the cover level as shown on Your Policy Certificate If You suffer Accidental Bodily Injury during Your Trip which, within 12 months of the date of the Accident, is the sole and direct cause of Your death or Loss of Limb, Loss of Sight or Permanent Total Disablement.

#### What is not covered:

- a. injury not caused solely by outward, violent and visible means;
- b. Your disablement caused by mental or psychological trauma not involving Your Accidental Bodily Injury;
- c. disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- d. any more than one payment for one item under this section;
- e. an Insured Person engaging in any occupation involving significantly greater risk or hazard than that declared to Us when this insurance was taken out;
- f. anything mentioned in the General Exclusions.

### Section E - Baggage

#### What is covered:

1. **Lost/stolen or damaged Baggage:** We will pay You up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate), If, during the course of a Trip, Your Baggage is damaged, stolen, destroyed or lost (and not recovered).

#### The maximum We will pay You for the following items is:

- USD 250 any one article, or for any one Pair or Set of articles, as shown in the Schedule of Benefits.
  If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example, a photograph of You wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of USD 50. Evidence of replacement value is not sufficient.
- USD 250 for all articles lost, damaged or stolen in any one incident if You cannot provide satisfactory proof of ownership and value.
- limited to the amount shown in the Schedule of Benefits for the total of all Valuables owned by each Insured Person.
- USD 100 per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side.
- the maximum We will pay for all mobile telephones or smartphones is limited to USD 100 per Insured Person.
- 2. **Emergency replacement of Baggage:** If Your Baggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours then You can claim up to USD 300 for the purchase of essential items.

Essential items are limited to: Essential clothing, Toiletries and a cell phone charger. No Deductible will apply to this aspect.

Note: Such sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/or a claim is made under part 1, Lost/stolen or damaged Baggage.

#### If You have selected the Winter Sports extension Optional Cover:

- 3. **Ski Equipment:** We will pay up to USD 750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Ski Equipment being the property or responsibility of the Insured Person occurring during the Journey.PROVIDED THAT: We will not be liable for more than:
  - A. USD 300 in total in respect of Ski Equipment hired by or to the Insured Person
  - B. USD 500 in total in respect of any one article, pair or set irrespective of single or joint ownership.

We will have the option of repair, replacement, reinstatement or cash payment.

**Excess / Deductible** This insurance does not cover the first USD 50 per Insured Person (USD 100 per Family) in respect of each separate incident giving rise to a claim. Ski Equipment Hire Charges We will pay up to USD 400 in total in respect of the necessary charges for the emergency hire of Ski Equipment if You are deprived of the Ski Equipment taken on the Journey for 12 hours or more from the time of arrival at the booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (e.g. airline). PROVIDED THAT: the non-arrival of Your Ski Equipment is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

You submit to Us the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

#### **Special conditions relating to claims:**

- 1. We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.
- 2. Claims are paid based on the value of the goods at the time of original purchase and a deduction is then made for wear, tear, and loss of value, bearing in mind the age of the items. Claims are not settled on a 'new for old basis' or replacement cost basis.
- 3. You must take suitable precautions to secure the safety of Your Baggage and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access.
- 4. If claiming for Your goods that were stolen or lost You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
- 5. Within 48 hours of discovery of the incident You must report loss of Baggage to the local Police or to the Carrier, as appropriate (damage to Baggage in transit must be reported to the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management, or to the tour operator representative.
- 6. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid.
- 7. For claims for essential items, in the event that Your Baggage is lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours by the Carrier, You must provide receipts and a report from the Carrier confirming the length of the delay otherwise no payment will be made.

#### What is not covered:

- a. any item loaned, hired or entrusted to You other than Ski Equipment rented by You provided that the Winter Sports Optional Cover has been selected, the relevant premium paid and it is mentioned as covered in Your Policy Certificate;
- b. any claim relating to Baggage delayed at any other time during Your Trip or on Your return journey to Your Home Country;
- c. any claim for a Trip within Your Home Country;
- d. any loss, theft of, or damage to Baggage left in an Unattended motor vehicle if:
  - i. the items concerned have not been locked out of sight in a Secure Luggage Area;
  - ii. no forcible and violent means have been used by an unauthorised person to effect entry into the vehicle; and
  - iii. no evidence of such entry is available.
- e. theft of Valuables from an Unattended motor vehicle;
- f. loss, theft of, or damage to Valuables from checked-in luggage left in the custody of a Carrier and/or Valuables packed in luggage left in the baggage hold or storage area of a Carrier;
- g. electrical or mechanical breakdown or manufacturing fault of the article insured;
- h. wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- i. confiscation or detention by Customs or other lawful officials and authorities;
- j. loss, theft or damage to debentures; bonds; securities; stamps or documents of any kind, Travel Documents, including driving licences and passports; musical instruments; glass; china; antiques; pictures; pedal cycles and accessories; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession; unused mobile telephone rental charges or pre-payments;
- k. loss, theft of or damage to vehicle keys;
- I. damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle;
- m. liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- n. sports equipment other than Ski Equipment provided that the Winter Sports Optional Cover has been selected, the relevant premium paid and it is mentioned as covered in Your Policy Certificate;
- o. loss or theft of or damage to Money (please see Section F Personal Money and Passport);
- p. loss or theft of or damage to cigarettes, tobacco and/or alcohol;
- q. the Policy Deductible;
- r. anything mentioned in the General Exclusions.

#### In respect of Ski Equipment;

This insurance does not cover:

- Sports Equipment other than Ski Equipment
- Loss or damage caused by or arising from:
  - A. delay, confiscation or detention by Customs or other officials or authorities;
  - B. fraud or deception.
- Loss of or damage to Ski Equipment whilst in use.
- Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
- Theft of Ski Equipment if left unattended and not properly secured;
- Theft or attempted theft of Ski Equipment from any Unattended Vehicle:
  - i. between the hours of 8pm and 9am local time
  - ii. at any other time unless such vehicle has been secured from unauthorised entry and the Ski Equipment is:
    - a. hidden from view within the vehicle or
    - b. secured within a purpose-built lockable container which is itself locked to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means.

Theft or loss of Ski Equipment not reported to the local police within 24 hours and a written report obtained from them.

## **Section F – Personal Money and Passport**

#### What is covered:

1. If during a Trip, the Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum shown in the Schedule of Benefits.

The maximum We will pay for the following items; bank notes, currency notes and coins, is USD 250.

- 2. If Your passport is lost or stolen while you are outside Your Home Country during a Trip, We will pay up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate):
  - Reasonable additional travel and accommodation expenses You incur abroad to obtain a replacement or temporary passport.
  - The cost of an emergency replacement or temporary passport, to enable You to continue Your Trip as planned.

#### Special conditions relating to claims:

- 1. Within 24 hours of discovery of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the tour operator representative and a written report obtained.
- 2. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid.
- 3. You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins otherwise no payment will be made.

There is no cover under this policy for pre-paid currency cards, and We advise that You contact the card issuer.

#### What is not covered:

- a. shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities;
- b. travellers cheques and/or Travel Documents that can be replaced by the issuer;
- c. the Policy Deductible except where You have paid the deductible;
- d. any pre-paid currency cards;
- e. anything mentioned in the General Exclusions.

### **Section G - Personal Liability**

#### What is covered:

If in the course of a Trip You become legally liable for Accidental Bodily Injury to, or the death of, any person and/or accidental loss of or damage to their property, then on condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or in the event of Your death, Your legal personal representatives) against:

- all sums which You shall become legally liable to pay as compensation; and
- all law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to a maximum, including costs, of the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered:

- a. injury to, or the death of, any member of Your Family or household, or any person in Your service;
- b. property belonging to, or held in trust by You or Your Family, household or employee;
- c. loss of or damage to property which is the legal responsibility of You or Your Family, household or employee. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);
- d. any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- e. claims for injury, loss or damage arising directly or indirectly from:
  - ownership or use of: airborne or waterborne craft, horse- drawn, motorised, mechanicallypropelled or towed vehicles, vessels, sail or powered boat or board (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), firearms;
  - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
  - the ownership or occupation of any land or building;
  - wilful or malicious acts.
- f. liability or material damage for which cover is provided under any other insurance;
- g. accidental injury or loss not caused through Your negligence;
- h. any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
- i. an Insured Person engaging in any Sports and Activities or Winter Sports;
- j. any claim arising in connection with a Trip within Your Home Country;
- k. the Policy Deductible;
- I. anything mentioned in the General Exclusions.

#### Section H - Business Cover

When You have paid for the Business cover option as shown on Your Policy Certificate, cover under sections H1 to H4 will apply, up to the amount shown in the Schedule of Benefits. Your policy can only be extended before departure from Your Home Country.

### **Section H1 – Business Equipment**

#### What is covered:

Up to the amount shown in the Schedule of Benefits for;

- Accidental loss, theft or damage to Your Business Equipment;
- Emergency courier expenses You have incurred, in obtaining any Business Equipment which is
  essential to Your intended business itinerary, due to the loss, theft or damage to Your original
  Business Equipment
- The purchase of essential items, if Your Business Equipment is delayed or lost in transit on Your outward journey for more than 12 hours.

#### The maximum We will pay is;

- Up to the amount shown in the Schedule of Benefits for any one article or samples;
- Up to the amount shown in the Schedule of Benefits for computer equipment;
- USD 50 per single item, up to a maximum of USD 250 in total for any one claim if You are unable to
  provide the original receipt, proof of purchase; or an insurance valuation which was obtained prior to
  the loss.

#### What is not covered:

- a. the Policy Deductible;
- b. wear, tear or depreciation;
- c. any claim for loss or theft of Your Business Equipment if You have not notified the police within 24 hours of its discovery and obtained a written report which includes the crime reference number;
- d. any claim if the loss or theft of Your Business Equipment occurs during a journey or whilst in the custody of an airline or other Carrier or their handling agent and You have not obtained an official report or a Property Irregularity Report (PIR);
- e. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- f. damage caused by the leakage of powder or liquid carried with Your Business Equipment;
- g. any breakage of fragile articles, unless the breakage is caused by fire or an accident involving the vehicle in which You are being carried;
- h. claims for loss, theft or damage to anything being shipped as freight or under a bill of lading;
- i. damage to, loss or theft of Your Business Equipment, if it has been left Unattended in a place to which the public have access; or left in an Unattended motor vehicle, unless it has been taken from a locked trunk between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report; or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- j. any claim for Business Equipment delay, if You cannot supply receipts for the essential items purchased and written confirmation from the Carrier as to the length of the delay;
- k. anything mentioned in the General Exclusions.

### **Section H2 - Business Equipment Hire**

#### What is covered:

If Your Business Equipment is lost, stolen, damaged, misdirected or delayed in transit by more than 12 hours We will pay You up to the maximum shown in the Schedule of Benefits for the cost of hiring the necessary Business Equipment for each 24 hour period You are without Your Business Equipment.

#### What is not covered:

- a. any claim for loss or theft of Business Equipment if You have not notified the police within 24 hours of its discovery and obtained a written report which includes the crime reference number;
- b. any claim, if the loss or theft of Your own Business Equipment occurs during a journey or whilst in the custody of an airline or other Carrier or their handling agent and an official report or a Property Irregularity Report (PIR) was not obtained;
- c. claims arising from Your own Business Equipment being delayed, detained, seized or confiscated by Customs or other officials;
- d. claims for loss, theft or damage to anything being shipped as freight or under a bill of lading;
- e. damage to, loss or theft of Your own Business Equipment, which is being carried on a vehicle roof rack;
- f. damage to, loss or theft of Your own Business Equipment, if it has been left Unattended in a place to which the public have access; or left in an Unattended motor vehicle, unless it has been taken from a locked trunk between 8am-8pm local time and there is evidence of forced entry which is confirmed by a police report; or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- g. anything mentioned in the General Exclusions.

### **Section H3 - Business Money**

#### What is covered:

If during a Trip, the Business Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum shown in the Schedule of Benefits for the cover level as shown on Your Policy Certificate.

#### Special conditions relating to claims:

- 1. Within 24 hours of discovery of the incident You must report loss of Business Money to the local police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the tour operator representative.
- 2. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid.
- 3. You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins otherwise no payment will be made.

#### What is not covered:

- a. the Policy Deductible;
- b. any claim for loss or theft of Business Money if You have not notified the police or relevant authority within 24 hours of its discovery and obtained a written report which includes the crime reference number:
- c. any loss if You have not taken reasonable steps to prevent a loss happening;
- d. loss or theft of Business Money that is not on Your person or not deposited in a locked safe or a locked safety deposit box;
- e. loss or theft of Business Money that does not belong to Your employer or You, if You are self-employed;
- f. loss or theft of travellers cheques if the issuer provides a replacement service;
- g. depreciation in value, currency changes or shortage caused by any error or omission;
- h. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- i. anything that can be replaced by the issuer;
- j. any pre-paid currency card;
- k. anything mentioned in the General Exclusions.

### Section H4 - Replacement Employee

#### What is covered:

Up to the amount shown in the Schedule of Benefits for necessary additional travel and accommodation expenses incurred for an employee to replace You due to:

- Your temporary total disablement which lasts for a continuous period of at least 72 hours, as certified by a Medical Practitioner; or
- Your death or Your hospitalisation; or
- the death, injury or illness (occurring in Your Home Country during the period of the Trip) of Your Close Relative or close business associate.

#### What is not covered:

- a. the Policy Deductible;
- b. anything mentioned in the General Exclusions.

# **GENERAL CONDITIONS APPLYING TO YOUR POLICY**

- 1. No cover will come into force under sections A, B or C for any Pre-existing Medical Condition.
- 2. To be covered under this insurance, You must be fit to travel and able to undertake Your planned Trip.
- 3. You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- 4. You must exercise reasonable care for the supervision and safety of both You and Your property. You must take all reasonable steps to avoid or minimise any claim. You must always act as if You are not insured.
- 5. You must avoid needless self-exposure to peril unless You are attempting to save human life.
- 6. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- 7. In the event of an emergency or any occurrence that may give rise to a claim for more than USD 500 (or currency equivalent) under this insurance, You must contact Us as soon as possible. You must make no admission of liability, offer, promise or payment without Our prior consent. Please telephone Us first.
- 8. We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 9. We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 10. If, at the time of making a claim there is any other policy covering the same risk We are entitled to contact that insurer for a contribution. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy. This includes any amounts recovered, or which could be recovered, by You from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, home contents insurers or any other recovery by You which is the basis of this claim.
- 11. You must assist Us to obtain or pursue a recovery or contribution from any third party or other insurers (including any Governmental or State departments) by providing all details required and completing the necessary forms.
- 12. You must take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time, and at Our expense, take such action as We deem fit to recover the property lost or stated to be lost.

- 13. In the event of a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
- 14. You must notify Us in writing of any event which may lead to a claim within 28 days of Your return Home. As often as We require You shall submit to medical examination at Our expense. In the event of the death of an Insured Person We shall be entitled to have a post mortem examination, where permissible, carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We reasonably require.
- 15. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 16. If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance. See Cancellation of Your Policy, page 40.
- 17. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged.
- 18. You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- 19. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 20. Although We are prepared to cover You when undertaking certain Sports and Activities, the availability of the insurance cover does not, in itself, imply that We or the underwriters consider such Sports and Activities as safe. At all times You must satisfy Yourself that You are capable of safely undertaking the planned sport or activity and You must take care to avoid injury, accident or loss to Yourself and to others.

### **GENERAL EXCLUSIONS APPLYING TO YOUR POLICY**

No section of this policy shall apply in respect of:

- 1. Any claim occurring in Your Home Country.
- 2. Any person practicing in Winter Sports who has reached the age of 71 years prior to the commencement of the Period of Insurance.
- 3. Cruises of any kind.
- 4. Winter sports of any kind UNLESS stated in the Policy Certificate as being included through the selection of Optional Cover in which case this insurance does not apply whilst the Insured Person is skiing off piste unless with a qualified instructor or guide. There is strictly no cover under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/snowboardacrobatics, ski/snowboard-stunting, extreme skiing/snowboarding, skeleton and luge or any variations.
- 5. Any claim from any sport or pastime listed in the Excluded Activities on page 9.
- 6. Any person who is travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had they sought his/her advice).
- 7. Any person who is travelling with the intention of obtaining medical treatment or consultation abroad.
- 8. Any person who has undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which they are awaiting investigations/ consultations or awaiting results of investigations where the underlying cause has not been established).
- 9. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any other valid and collectible insurance. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section D Personal Accident.
- 10. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 11. Any losses which are not directly covered by the terms and conditions of this policy. Examples of losses We will not pay for include, but are not limited to, loss of earnings due to being unable to return to work following injury or illness happening while on a Trip and replacing locks if You lose Your keys.
- 12. Costs of telephone calls or faxes, data usage, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital during a covered Trip due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings and any additional travel or accommodation costs (unless pre-authorised by Us or part of a valid claim under Section B Emergency Medical and Additional Expenses, Section A Trip Interuption or Section F Personal Money and Passport).

- 13. Any deliberately careless or deliberately negligent act or omission by You.
- 14. Any claim caused by You climbing, jumping or moving from one balcony to another regardless of the height of the balcony other than in an attempt to avoid Your immediate harm.
- 15. Any claim arising or resulting from Your own illegal or criminal act.
- 16. Needless self-exposure to peril except in an attempt to save human life.
- 17. Any claim arising directly or indirectly from Your drug addiction or solvent abuse, excessive alcohol intake, or You being under the influence of alcohol or drug(s).
- 18. Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, or intentional self-injury.
- 19. Any claim arising directly or indirectly from a Mental Health Disorder or Psychological Condition
- 20. You engaging in Manual Work during the Trip.
- 21. Participation in any organised competition involving any Sports and Activities or Winter Sports.
- 22. You fighting except in self-defence.
- 23. Any claim from an Insured Person employed in the occupations listed below while on any Trip undertaken for business purposes:
  - Airline personnel and aircrew
  - Member of a ship's crew
  - Regular armed forces personnel
  - Professional sports person.
- 24. Bodily Injury or Illness resulting from Your direct or indirect involvement in any war, act of terrorism, strike, riot or civil commotion provided that nothing contained in this exclusion shall exclude any claim for Bodily Injury or Illness arising from Your passive involvement in such situations.
- 25. Bodily Injury or Illness sustained if You have unreasonably failed or refused to depart a country within forty eight (48) hours of the time an evacuation order has been issued by the relevant authorities in Your Home Country.
- 26. Any expenses (medical travel or any other costs) relating directly or indirectly to the Ebola virus.
- 27. Loss or destruction or damage or any expense whatsoever resulting from: ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.

- 28. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date except under Section B Emergency Medical and Additional Expenses, and Section D Personal Accident.
- 29. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly operate as a result of a computer virus except under Section B Emergency Medical and Additional Expenses, and Section D Personal Accident. Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all.
- 30. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 31. Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
- 32. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by Us and/or acting on Our behalf) unless negligence on Our part can be demonstrated.
- 33. Any claim which arises directly or indirectly from You not being allowed to board a flight, train, sea vessel, coach or bus for any reason.
- 34. Any claim arising from air travel within 24 hours of scuba diving.
- 35. Any costs recoverable from another source.
- 36. Any costs incurred by, or on behalf of, any person who is not insured under this policy.
- 37. Any claim arising from Your failure to obtain the required passport or visa.

# **MAKING A CLAIM**

First, check Your Policy Certificate and the appropriate section of Your policy to make sure that what You are claiming for is covered.

The policy claim form, claimant's statement, and Proof of Claim must be mailed or e-mailed to the Claims Administrator at the following address:

#### **Robin Assist**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK t: +44 (33) 0027 0999

e: claims@robinassist.com

All claims must be notified within 30 days of the claim arising on a policy claim form, accompanied by original invoices, receipts, reports, etc (proof of claim). Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that Robin Assist require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use registered post.

When claims settlements are made by any electronic banking system or payment method, You will be responsible for supplying Robin Assist with the correct bank account or other payment details and Your full authority for them to remit monies directly to that account. Provided that payment is remitted to the account designated by You, We shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Robin Assist.

#### LIMITATION OF ACTION

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of the Cayman Islands.

# **HOW TO MAKE A COMPLAINT**

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.

If You wish to make a complaint, You can do so at any time by referring the matter to battleface Insurance Services. Please send your complaint, quoting your policy number, to:

#### **battleface Insurance Services**

Suite 24.

80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

t: +44 (33) 0027 0999

e: complaints@battleface.com

#### **Sanction Limitation and Exclusion Clause**

No Underwriter shall be deemed to provide cover and no Underwriter shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Underwriter 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.

#### **Language of Contract**

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

# **GOVERNING LAW AND JURISDICTION**

This contract shall be governed exclusively by the law of the Cayman Islands. Any litigation arising under, out of or in connection with this contract shall be subject to the exclusive jurisdiction of the Cayman Islands Courts.

Underwriters hereon agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of the party(ies) indicated.

Underwriters, by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

Any service which is carried out in accordance with the above manner shall be without prejudice to any other alternative method of service provided by the law of the Cayman Islands.

# **CANCELLATION OF YOUR POLICY**

Cancelling this Policy and Cooling-off period

#### **Cancellation by You**

For all policies that have a Period of Insurance of less than one month there is no cancellation or cooling-off period and no refund of premium will be payable at any time.

For all policies that have a Period of Insurance of one month or more, if the policy cover is not suitable and You want to cancel within fourteen (14) days of receiving the policy documentation and before the start date of the policy, You must e-mail or write to:

#### **battleface Insurance Services Ltd**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

e: global@battleface.com

If You cancel after fourteen (14) days of receiving the policy documentation the premium will be refunded on a pro rata basis from the date Your instructions are received or any later date specified by You and provided that a claim has not been made.

#### **Cancellation by Us**

We may cancel this policy by giving You thirty (30) days' notice in writing, which will be sent by post to the last address we hold for You. We will only do this for a valid reason such as non-payment of premium.

We may also cancel the policy if You commit a fraud which includes doing any of the following:

- Making any untrue statements to Us;
- Failing to disclose any material facts relevant to the policy or a claim;
- Acting fraudulently in any other way

If We cancel the policy because of fraud, the Policy will become void. If this happens, We will return all the policy premiums paid.

## **DATA PROTECTION INFORMATION NOTICE**

#### **Data Protection**

Please note that sensitive health and other information that you provide may be used by us, our representatives, the insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure your information is held securely.

Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use as set out above.

Information we hold will not be shared with third parties for marketing purposes. You have the right to access your personal records.

#### **Privacy Statement**

We know that your privacy is important to you and we strive to protect the confidentiality of your non-public personal information. We do not disclose any non-public personal information about our insureds or former insureds to anyone, except as permitted or required by law. We maintain appropriate physical, electronic and procedural safeguards to ensure the security of your non-public personal information. You may obtain a detailed copy of our privacy policy by calling us at + 44 33 0027 0999 or by emailing us at global@battleface.com.

# **GENERAL PROVISIONS**

#### **ENTIRE CONTRACT; CHANGES:**

The Policy, the application of the Policyholder, a copy of which is attached, endorsements, riders, and the application and attached papers constitute the entire contract between the parties. If an application of a Plan Participant is required, the application of any Plan Participant, at Our option, may also be made a part of this contract.

All statements made by the Policyholder, or by a Plan Participant are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Plan Participant's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

#### **WORKERS' COMPENSATION INSURANCE:**

The Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

#### **RECORDS MAINTAINED:**

The Policyholder or its authorise administrator will maintain records of the essential features of each Plan Participant's insurance under the Policy.

We shall be permitted to examine the Policyholder's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- 1. The two year period after the expiration of the Policyholder's coverage; or
- 2. The final adjustment and settlement of all claims under the Policyholder's coverage.

#### **REPORTING REQUIREMENTS:**

The Policyholder or its authorised agent must report to us, by the premium due date:

- 1. The names of all Plan Participants on the Effective Date of the Policy;
- 2. The names of all persons who are Plan Participant after the Effective Date of the Policy;
- 3. The names of those persons whose insurance has terminated; and
- 4. Additional information required as agreed to by Us and the Policyholder.

#### **EVIDENCE OF COVERAGE:**

An Evidence of Coverage of insurance will be delivered to the Plan Participant by way of a Certificate of Insurance. Each Evidence of Coverage will list the benefits, conditions and limits of the Evidence of Coverage. It will state to whom the benefits will be paid.

#### **POLICY TERMINATION:**

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

#### **OTHER COVERAGE WITH US:**

At any one time each Plan Participant may have only one Evidence of Coverage issued by Us having coverage similar to that described in the Policy. If we find He has more than one such Evidence of Coverage, coverage will be provided under the plan that has been in force for the longer period of time. We will refund premiums paid for all other Evidence of Coverages for concurrent periods of coverage.

#### **CLERICAL ERROR:**

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

#### **ASSIGNMENT:**

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

#### **INSOLVENCY:**

The insolvency, Bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Plan Participants under the Policy.

#### **WAIVER:**

Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

#### THIS IS A LIMITED BENEFIT POLICY:

The insurance described in this document provides limited benefits. Limited benefits plans are insurance products with reduced benefits intended to supplement comprehensive health insurance plans. This insurance is not an alternative to comprehensive coverage. It does not provide major medical or comprehensive medical coverage and is not designed to replace major medical insurance. Further, this insurance is not minimum essential benefits as set forth under the Patient Protection and Affordable Care Act.



#### **battleface Insurance Services Ltd**

Suite 24, 80 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, UK

**t:** + 44 (33) 0027 0999 **e:** global@battleface.com BFG/BIS/011123

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