



**CAXTON**  
PLUS

POLICY DOCUMENT

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## Introduction

This Policy records the terms under which **underwriters at Lloyd's of London** have agreed to provide cover to Caxton FX (Caxton) as **Policyholder** for the benefit of **Cardholders**.

Caxton is the sole **Policyholder** of this Policy; it will hold the Policy and all rights under it. The obligations of Caxton as policyholder will extend all rights under the insurance coverage provided by certain underwriters at Lloyd's of London (hereafter known as the **Underwriters**) to the **Cardholder** but has no obligation to any **Cardholder** to maintain this Policy or the insurance it provides and accordingly Caxton is free to exercise any rights to terminate the Policy or to agree with the **Underwriters** to amend, restrict or terminate the Policy at any time.

Caxton is the policyholder and Caxton recognises that the **Cardholders** have risks that Caxton wishes to insure. **Cardholders** have access to the benefits of the Policy by virtue of holding a specific type of card issued to them by Caxton.

**Cardholders** are authorised by Caxton as **Policyholder** to contact the Broadspire, the claims administrator for this insurance as appointed by the **Underwriters**, directly on its behalf for the purpose of notifying a claim under the travel protection benefits.

Caxton is responsible for the payment of the premium under this Policy.

Where anything in the Policy relates to a **Cardholder** or anything is to be done by a **Cardholder**, benefits will only be payable for the benefit of the **Cardholder** if the **Cardholder** complies strictly with the requirements of this Policy relating to the **Cardholder**.

Nothing in this Policy will give any right to any **Cardholder** or other person other than Caxton.

Caxton has authorised the **Underwriters** to make all payments due under this Policy other than payments due to service providers to the **Cardholder**.

Any undertaking by the **Underwriters** to pay any benefit under this Policy is an undertaking made to Caxton as **Policyholder**. The **Cardholder** does not have any direct or indirect claim against the **Underwriters**.

Only Caxton has any rights to enforce this Policy. Payment by **Underwriters** of a claim direct to the **Cardholder** on behalf of Caxton will discharge the **Underwriter's** obligation to Caxton or the **Cardholder** for the incident that is the cause of the claim.

## Eligibility

The benefits summarised in this document are dependent upon the **Cardholder** being a valid **Cardholder** at the time of any incident giving rise to a claim.

Only those **Cardholders** who are 13 (thirteen) years of age or older and have not yet reached 76 (seventy six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.

The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by Caxton in writing with the prior agreement from **Underwriters** and/or **International SOS**

Caxton will give the **Cardholder** notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits is cancelled or expires without renewal on equivalent terms.

The **Benefits** and **Services** provided to the **Cardholders** shall be on a Compulsory Inclusion basis.

## Insurer

Benefits under this Policy are underwritten by certain Underwriters at Lloyd's Of London, registered on the following address: Lloyd's, One Lime Street, London, EC3M 7HA

Travel Assistance under this Policy will be provided by International SOS registered on the following address: Chiswick Park, Building 4, 566 Chiswick High Rd, London W4 5YA.

Claims Administration under this Policy will be provided by Broadspire registered on the following address: Jan Olieslagerslaan 41, B-4100 Vilvoorde, Brussels, Belgium

**SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

Section	Benefit	Benefit Limit per Cardholder per event in GBP	Excess per Cardholder per event in GBP / Time
6	Medical and Travel Assistance <b>Services</b>	Benefit limit not applicable to this section	Not applicable
7	Emergency Medical, Evacuation and Repatriation Expenses Medical expenses Evacuation and Repatriation expenses/ Transportation of Mortal Remains/Return of Dependent Children	2,000,000 500,000	Not applicable Not applicable
8	Personal <b>Accident</b> Full Trip	25,000 For children aged 16 and under death benefit is limited to 3,000	Not applicable
9	Hospital Daily Benefit	35 per day up to a max of 30 days (for hospital stays longer than 48 hours)	The first 48 hours of your stay in hospital
10	Personal Liability	1,000,000	Not applicable
11	<b>Baggage and Money</b> Loss of <b>Baggage</b> Loss of <b>Money</b>	2,000 500	50 50
12	Cancellation Trip Abandonment	3,000 3,000	50 12 (Twelve) hours
13	Inconvenience <b>Benefits</b> Travel delay Baggage delay Document replacement Legal Expenses Missed Connection Missed Departure	45 per hour up to a max 540 40 per hour up to a max of 480 1,000 50,000 1,500 1,500	The first 4 (four) hours of your delay The first 4 (four) hours of your delay Not applicable Not applicable Not applicable 100
14	Winter Sports Ski Pack Piste Closure Winter Sport Equipment Avalanche Cover	500 500 2,500 Owned / 500 Hired 50 per day; max 500	Not applicable Not applicable Not applicable Not applicable

Compensation payable in respect of Personal Accident

- |  |                    |
|--|--------------------|
| 1. Death   | 100% of sums above |
| 2. Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. Loss of one or two Limbs                                  | 100% of sums above |
| 4. <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

## Journeys Covered

This Policy covers all **Journeys** during the **Period of Insurance** provided they meet all of the following conditions:

1. Each **Journey** begins with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home during the **Period of Insurance**.
2. No individual **Journey** exceeds 90 consecutive days;

## Journeys Not Covered

We will not cover any **Journey**:

1. When the **Cardholder** is travelling against the advice of a **Doctor** (or would be travelling against the advice of a **Doctor** had the **Cardholder** sought his/her advice);
2. When the **Cardholder** is travelling with the intention of obtaining medical treatment or consultation **Abroad**;
3. If the **Cardholder** has any undiagnosed symptoms that requires attention or investigation in the future (that is symptoms for which the **Cardholder** is awaiting investigation or consultation, or awaiting results of investigations, where the underlying cause has not been established)
4. Where, on the date it is booked (or commencement of the **Period of Insurance** if later), the **Cardholder** is aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a claim under the Policy;
5. If the **Partner** or Dependent **Child** is travelling without the **Cardholder**.

A full list of exclusions is contained within the policy wording.

## People Covered

There is no insurance under the Policy unless all of the following conditions are met:

1. The **Cardholder** must be:
  - a. Aged 13 years of age and not yet 76 years at the **Effective Date** and each yearly renewal date, and;
  - b. Is a holder of a Caxton Plus **Card** issued by the **Policyholder**, and;
  - c. Will include any family travelling with the **Cardholder** on the same **Journey**

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i. Unmarried, and;
- ii. Living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii. Under 19 years of age (or under 24 years of age if in full time education)

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

## Emergency Assistance

Contact International SOS on Telephone: +44 (0) 208 762 8293.

In the event of a serious illness or accident which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of **Curtailement** necessitating the **Cardholder's** early return **Home** or in the event of an emergency the **Cardholder** must contact **International SOS**. The service is available to the **Cardholder** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment the **Cardholder** must contact **International SOS** as soon as possible. Private medical treatment is not covered unless authorised specifically by **International SOS**.

**International SOS** has the medical expertise, contacts and facilities to help the **Cardholder** when injured in an accident or should they fall ill. **International SOS** will also arrange transport to the **Cardholder's** Home when this is considered to be medically necessary, or when the **Cardholder** has a notice of serious illness or death of a **Relative** at the **Cardholder's** Home.

If the **Cardholder** is admitted to a hospital/clinic while outside the **Country of Residence**, **International SOS** will arrange for medical expenses covered by the Policy to be paid direct to the hospital/clinic. To take advantage of this benefit the **Cardholder** must contact **International SOS** as soon as possible.

## Sports and Activities covered

The table below provides guidance on sports and activities that are and are not covered under this policy.

Where a sport is listed as covered then this must only be in a recreational capacity and cannot be undertaken on a professional or sponsored basis.

There is no cover under this policy for any form of racing (except on foot) unless specified otherwise in the table below.

Sport/Activity	Covered	Notes
Abseiling	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Adventure Racing (up to 12 Hours)	Covered	
Adventure Racing (over 12 Hours)	Not Covered	
Aerobics	Covered	
Amateur Athletic Track and Field Event	Covered	
American Football	Not Covered	
Angling	Covered	
Archery	Covered	
Assault Courses	Not Covered	
Athletics	Covered	
Badminton	Covered	
Ball Hockey	Covered	You must wear and use protective equipment common for the sport
Banana Boating	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Base Jumping	Not Covered	
Baseball	Covered	
Basketball	Covered	
Biathlon	Covered	
Black Water Rafting	Not Covered	
Blade Skating	Covered	
BMX Cycling	Covered	
BMX Freestyle or Racing	Not Covered	
Boardsailing/Windsurfing	Covered	
Bobsleighing	Not Covered	
Body Boarding	Covered	
Bouldering	Not Covered	
Bowling/Bowls	Covered	
Boxing	Not Covered	
Brazilian Jiu Jitsu	Not Covered	
Bridge Swinging	Not Covered	
Buggying	Not Covered	
Bull Running	Not Covered	
Bungee Jumping	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Camel/Elephant Riding	Covered	
Camping	Covered	
Canoe Trekking	Covered	
Canoeing (excluding white water)	Covered	
Canoeing - White Water	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Canyoning	Not Covered	
Cave Diving/ Tubing	Not Covered	
Clay Pigeon Shooting	Covered	

Sport/Activity	Covered	Notes
Climbing (ice climbing)	Not Covered	
Climbing (indoor)	Covered	
Climbing Solo	Not Covered	
Cricket	Covered	
Croquet	Covered	
Cross Country Running	Covered	
Curling	Covered	
Cycle Racing/Time Trials	Not Covered	
Cycle Touring	Covered	
Cycle Touring (multi-country expeditions)	Covered	
Cycling - Recreational Road Cycling or Recreational Mountain Biking	Covered	
Cycling - Endurance Events (e.g. Transcontinental etc.)	Not Covered	
Cyclo-Cross	Not Covered	
Dancing	Covered	
Deep Sea Fishing	Covered	
Diving (high diving or spring board)	Covered	
Dodgeball	Covered	
Dog Sledding (racing)	Not Covered	
Dog Sledding (recreational)	Covered	
Downhill Mountain Biking	Not Covered	
Eventing (equestrian)	Not Covered	
Everest Base Camp (Trekking)	Not Covered	
Expeditions (incl. Arctic)	Not Covered	
Fell Walking	Covered	
Fencing	Covered	
Figure Skating	Covered	
Fishing	Covered	
Football	Covered	
Four x Four Off Road Driving	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Free Diving	Not Covered	
Freestyle Mountain Biking	Not Covered	
Gaelic Football	Covered	
Glacier Walking	Covered	
Go-Karting	Covered	
Golf	Covered	
Gorge Walking (Not Covered ropes)	Covered	
Gymnastics	Covered	
Handball	Covered	
Hang Gliding (tandem only)	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Highland Games	Covered	
Hiking/Trekking (up to 5,000 metres)	Covered	
Hiking/Trekking (over 5,000 metres)	Not Covered	
Hiking (to Everest Base Camp or Kilimanjaro)	Not Covered	
Hockey	Covered	You must wear and use protective equipment common for the sport
Horse Jumping (Show Jumping)	Not Covered	

Sport/Activity	Covered	Notes
Horse Riding	Covered	
Horse Riding (Dressage)	Covered	
Horse Riding (Eventing)	Not Covered	
Horse Riding (Polo)	Not Covered	
Hot Air Ballooning	Covered	Passenger only, not as pilot
Hurling	Covered	
Ice Climbing using ropes & guides	Not Covered	
Ice Diving	Not Covered	
Ice Hockey	Covered	You must wear and use protective equipment common for the sport
Ice Holing	Not Covered	
Ice Skating (recreational)	Covered	
Ice Skating (Figure Skating)	Covered	
Ironman	Not Covered	
Jet Skiing	Covered	
Jogging	Covered	
Jousting	Not Covered	
Kayaking (excluding White Water)	Covered	
Kayaking (White Water)	Not Covered	
Kite Boarding	Covered	
Kite Buggy	Not Covered	
Kite Snowboarding	Not Covered	
Kite Surfing	Covered	
Kiting (flying kites)	Covered	
Lacrosse	Covered	
Luge/Bobsleigh	Not Covered	
Marathon (City / Street marathon)	Covered	
Marathon - (Arctic/Antarctic)	Not Covered	
Marathon Ultra (MdS, Jungle, Arctic etc)	Not Covered	
Martial Arts (other than boxing and Brazilian Jui Jitsu)	Covered	You must wear and use protective equipment common for the sport. This covers training only and not competition
Micro-Lighting	Not Covered	
Mixed Gas Scuba Diving	Not Covered	
Modern Pentathlon	Covered	
Motocross	Not Covered	
Motor Racing/Competitions (all types)	Not Covered	
Motor Rallies/competitions (all types)	Not Covered	
Mountain Biking - Competitive	Not Covered	
Mountain Biking - Downhill (non-competitive)	Not Covered	
Mountain Biking - Freestyle	Not Covered	
Mountain Biking - Mega Avalanche or Similar	Not Covered	
Mountain Biking - Racing Cross Country	Not Covered	
Mountain Biking - Recreational	Covered	
Mountaineering up to 2,000m	Covered	Not Covered cover should the activity require the use of guides or ropes
Mountaineering over 2,000m	Not Covered	
Mountaineering Solo	Not Covered	
Netball	Covered	



Sport/Activity	Covered	Notes
Off Piste Skiing	Covered	Must be accompanied by a qualified guide or instructor
Off Piste Snowboarding	Covered	Must be accompanied by a qualified guide or instructor
Off Road Motorcycling	Not Covered	
Off-road Car Driving (4x4, dune bugging etc)	Covered	
Orienteering	Covered	
Outdoor Endurance Events	Not Covered	
Paintballing	Covered	
Paintballing (Motor Paintball)	Not Covered	
Parachute Jumping	Not Covered	
Paragliding	Not Covered	
Parasailing	Covered	You must wear and use protective equipment common for the sport
Pot Holing/Caving	Not Covered	
Professional Sports of any kind	Not Covered	
Quad Biking	Not Covered	
Rackets/Racquetball	Covered	
Rafting	Covered	
Rafting, White Water up to Grade 3	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
Rafting, White Water up to grades 4-6	Not Covered	
Rock Climbing Freestyle (without ropes etc.)	Not Covered	
Rock Climbing Solo	Not Covered	
Rock Climbing under 2,000m	Covered	Not Covered cover should the activity require the use of guides or ropes
Rock Climbing Over 3,000m	Not Covered	
Roller Blading	Covered	
Roller Derby	Covered	You must wear and use protective equipment common for the sport
Roller Hockey	Covered	You must wear and use protective equipment common for the sport
Roller Skating	Covered	You must wear and use protective equipment common for the sport
Rounders	Covered	
Rowing	Covered	
Rugby	Not Covered	
Rugby Training (fitness training, not full contact)	Covered	
Running (city/street marathon)	Covered	
Running (keep fit)	Covered	
Running (ultra-marathon)	Not Covered	
Sail Boarding	Covered	
Sailing/Yachting Inshore (racing)	Not Covered	
Sailing/Yachting Inshore (recreational)	Covered	
Sailing/Yachting Offshore (Deep Ocean: beyond 30 miles from the shore.)	Not Covered	
Sailing/Yachting Offshore (racing or recreational)	Not Covered	
Scuba Diving Solo	Not Covered	
Scuba Diving to 30m	Covered	You must wear and use protective equipment common for the sport

Sport/Activity	Covered	Notes
Scuba Diving over 30m	Not Covered	
Sea Fishing	Covered	
Sea Kayaking	Covered	
Shinty	Covered	
Shooting (Clay Pigeon)	Covered	
Shooting (Target)	Covered	
Skate Boarding	Covered	
Skateboarding Freestyle	Not Covered	
Skateboarding, Downhill or Competitive	Not Covered	
Skeletons	Not Covered	
Skiing	Covered	See Winter Sports cover for exclusions
Sky Diving (free-fall)	Not Covered	
Snooker	Covered	
Snorkelling	Covered	
Softball	Covered	
Squash/Rackets	Covered	
Surfing	Covered	
Swim Trekking	Covered	
Swimming	Covered	
Swimming with Dolphins	Covered	
Swimming, Long Distance	Not Covered	
Swimrun (Utö Swimrun or similar)	Not Covered	
Table Tennis	Covered	
Tennis	Covered	
Tombstoning	Not Covered	
Touch Rugby	Covered	
Tough Mudder	Not Covered	
Trampolining (recreational only)	Covered	
Triathlon	Covered	
Ultimate Frisbee	Covered	
Ultra Marathon	Not Covered	
Volleyball	Covered	
Wakeboarding	Covered	
Water Polo	Covered	
Water Ski Jumping	Covered	
Water Skiing	Covered	
Weightlifting	Covered	
White Water Rafting - Up to Grade 4	Covered	Must be part of an event or experience run by a professionally qualified and insured organisation
White Water Rafting - Above Grade 4	Not Covered	
Windsurfing	Covered	
Wrestling	Covered	
Yoga	Covered	
Zip Wiring	Covered	
Zorbing	Covered	

## Policy Terms and Conditions

Please read the whole document carefully. It is arranged in different sections. It is important that **You** comply with **Your** duties under each section and under the insurance as a whole.

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### Section 1: THE CERTIFICATE OF INSURANCE

- 1.1 This **Certificate** is a contract of insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each **Cardholder**, and is the basis upon which all claims will be settled.
- 1.2 In consideration of payment of the premium by the **Policyholder**, the **Cardholder** is entitled to payment of **Benefits** and **Services** under this **Certificate**, during the **Period of Insurance**, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The **Benefits** are underwritten by certain **Underwriters** at Lloyd's. Lloyd's is authorised **and** regulated by the Financial Conduct Authority reference number 202761. The Financial Conduct Authority registered address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.
- 1.4 The **Services** are either provided or arranged by **International SOS**. In certain cases, where **International SOS** arrange assistance services, the cost of such **Services** must be borne by the **Cardholder**.
- 1.5 This **Certificate** shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in any dispute arising hereunder unless otherwise agreed by **Underwriters** in writing.

## Section 2: MEANING OF WORDS

The following words or expressions shown below appear in bold in this **Certificate** and have the following meanings wherever they appear.

**Accident** shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable point in time and place during a **Journey** which results in **Bodily Injury**.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Baggage** shall mean accompanied personal goods belonging to the **Cardholder** or for which the **Cardholder** is responsible and which are taken by the **Cardholder** on a **Journey** or acquired by the **Cardholder** during a **Journey**. **Baggage** shall include **Jewellery and Valuables**.

**Benefits** shall mean the benefits supplied by **Underwriters** under the terms and conditions of this **Certificate**, as set out in sections 7 to 21 inclusive.

**Bodily Injury** shall mean identifiable physical injury or death, which is caused by an **Accident**.

**Broadspire** shall mean Broadspire, by Crawford & Company, Jan Olieslagerslaan 41, B-4100 Vilvoorde, Brussels, Belgium – the claims administrator for this policy.

**Card** shall mean a card issued pursuant to the **Policyholder's** card program in which the **Benefits** and **Services** of this **Certificate** have been incorporated.

**Cardholder/s** shall mean any person 13 (thirteen) years of age or older and have not yet reached 76 (seventy six) years old who is a holder of a Caxton Plus **Card** issued by the **Policyholder**. **Solo Cardholders** will be covered only for the **Cardholder**. **Family Cardholders** will include any **Family** who are all travelling with him/ her on a **Journey**. Additional **Cardholder(s)** would be covered under this policy as defined by **Cardholder**.

**Certificate** shall mean this certificate of insurance.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

**Default** shall mean any breach of the obligations of any **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

**Dependent Children** shall mean the children, step-children and legally adopted children of the **Cardholder** who are:

- i. Unmarried, and;
- ii. Living with such **Cardholder** (unless living elsewhere whilst in full time education), and;
- iii. Under 19 years of age (or under 24 years of age if in full time education)

**Effective Date** shall mean the date you opened your Caxton Plus account.

**Expiry Date** shall mean 365 days after you opened your Caxton Plus account.

**Family** shall mean the **Spouse** and **Dependent Children** of the holder of the **Card**.

**Hi-jack** shall mean the unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

**Illness** shall mean any sudden and unexpected deterioration of health, that first manifests during a **Journey** and which is certified by a qualified medical practitioner and agreed by an **International SOS Physician**.

**International SOS** shall mean **International SOS Assistance (UK) Ltd**, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom.

**International SOS Physician** shall mean the physicians nominated by the **International SOS** assistance centres throughout the world.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first 90 days of any trip falling entirely within the Period of Insurance. The **Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home. Any **Journey** solely within the **Principal Country of Residence** is only covered where the **Cardholder** has pre-booked at least one night's accommodation.

**Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm, foot or leg.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the **Cardholder's Principal Country of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and Money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Party** shall mean a party to this contract of insurance.

**Permanent Total Disablement**

Where the **Cardholder** is gainfully employed

Shall mean disablement which medical evidence confirms, will prevent the **Cardholder** from engaging in any gainful occupation for at least 12 (twelve) months and will in all probability entirely prevent the **Cardholder** from engaging in any gainful occupation whatsoever for the remainder of his/her life.

Where the **Cardholder** is not gainfully employed

Shall mean disablement which lasts for 12 (twelve) months and which medical evidence confirms will in all probability entirely prevent the **Cardholder** from engaging in any and every occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall mean the period between the **Effective Date** and the **Expiry Date**.

**Policyholder** shall mean Caxton FX.

**Pre-existing Health Disorder or Condition** shall mean any **Illness**, defect, physical infirmity or condition, including sequelae or complications thereof that in the opinion of a qualified medical practitioner appointed by **International SOS** can reasonably be related thereto or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation prior to the **Journey** or for which the **Cardholder** is receiving or has received medical treatment, advice or investigation from a doctor, dentist, chiropractor, physiotherapist or naturopath prior to the **Journey**. This includes chronic or ongoing medical or dental conditions which **You** were aware of, or of which **You** could expect to be aware of that may lead to a claim under this **Certificate**.

**Principal Country of Residence** shall mean that country in which the **Cardholders** has his/her Principal place of residence. Immediate **Family** assumes the nationality of the **Cardholder** for the purposes of this insurance. In the event of dual nationality, the **Cardholder** assumes the nationality of their Principal Country of Residence for the purposes and for the duration of this insurance.

**Relative** shall mean spouse or common law partner, mother, step-mother, mother-in-law, father, step-father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a **Cardholder**.

**Serious Medical Condition** shall mean a condition, which in the opinion of an **International SOS Physician** requires emergency medical treatment to avoid death or serious impairment to the **Cardholder's** health. In determining whether such a condition exists, the **International SOS Physician** may consider the **Cardholder's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall mean the 24-hour assistance and other related emergency services to be provided by **International SOS** as described in section 6 of this **Certificate**.

**Spouse** shall mean either the **Cardholder's** legal wife/husband or, if the **Cardholder** is not married, the **Cardholder's** common law partner who has cohabited with the **Cardholder** at the same address for a continuous period of at least 1(one) year prior to the **Journey**.

**Underwriters/ We/ Us** shall mean certain underwriters at Lloyd's of London.

### Section 3: GEOGRAPHICAL LIMITS

3.1 The **Services** and **Benefits** described in this **Certificate** are provided on a worldwide basis.

### Section 4: ELIGIBILITY

4.1 Only those **Cardholders** who are 13 years of age or older and have not yet reached 76 (seventy-six) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.

4.2 The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance with the terms and conditions of this **Certificate** or any other eligibility criteria set by the Client in writing with the prior agreement from **Underwriters** and/or **International SOS**.

4.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a Compulsory Inclusion basis.

### Section 5: PERIOD OF INSURANCE

5.1 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Caxton Plus Card** account or the date the **Cardholder** has been notified to the **Underwriters**, whichever comes later and subject to the appropriate premium having been paid to **Underwriters**.

5.2 The entitlement to **Benefits** and **Services** will cease automatically on the date the **Underwriters** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's Caxton Plus** card account or the termination of the **Caxton Plus** card account, whichever comes first.

5.3 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:

- i. The date the **Cardholder** as shown is no longer eligible for the **Benefits** and **Services** pursuant to this **Certificate**; or
  - ii. The **Expiry Date**,
- whichever occurs first.

### Section 6: MEDICAL AND TRAVEL ASSISTANCE SERVICES

6.1 Assistance **Services**

**International SOS** will provide various medical and travel assistance **Services** to the **Cardholder**. Those **Services** provided directly by **International SOS** are covered under the terms of this **Certificate**, subject to the Premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such **Services** is at the expense of the **Cardholder**, unless such costs are covered under the terms of this **Certificate**.

6.2 **International SOS Services**

6.2.1 Telephone assistance

If contacted **International SOS** will provide medical advice to the **Cardholder** by telephone, including information on inoculation requirements for travel. **International SOS** will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances and **International SOS** cannot be held liable for errors.

6.2.2 Service Provider referral

If contacted, **International SOS** will provide to the **Cardholder** contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst **International SOS** exercises care and diligence in selecting the providers, does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the cost of the provision of the actual **Services** by third parties are covered by this **Certificate**, they must be borne separately by the **Cardholder**.

6.2.3 Medical Monitoring

In the event of a **Cardholder** requiring hospitalisation, **International SOS** will, if required, monitor the **Cardholder's** medical condition during and after hospitalisation until the **Cardholder** regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

6.2.4 **Cardholder** support

In the event that **International SOS** is contacted to report a lost or stolen **Card** or for account queries, **International SOS** shall contact the **Policyholder's** customers service line as soon as practicable.

#### 6.2.5 Guarantee of Payment

If covered under the terms of this **Certificate**, **International SOS** will guarantee or pay any required hospital admittance deposit on behalf of a **Cardholder**.

#### 6.3 Third Party Services

6.3.1 In the event of an emergency where, either the **Cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **Cardholder** cannot be moved and local medical treatment is unavailable, **International SOS** will send an appropriately qualified medical practitioner to the **Cardholder**. **International SOS** will not pay for the costs of such **Services** unless covered under the terms of this **Certificate**.

6.3.2 **International SOS** will arrange to have delivered to the **Cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **Cardholder's** care and/or treatment but which are not available at the **Cardholder's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally.

### Section 7: EMERGENCY MEDICAL, EVACUATION AND REPATRIATION EXPENSES

#### 7.1 Medical Expenses

If a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or suffering an **Illness**, the **Underwriters** will make a payment to the **Cardholder** in respect of such expenses up to the limit shown in Section 15 of this **Certificate**.

#### 7.2 Emergency Evacuation and Repatriation Expenses

7.2.1 In the event that a **Cardholder** sustains **Bodily Injury** or suffers an **Illness** whilst on a **Journey**, and the **Cardholder** is in a **Serious Medical Condition**, and in the opinion of **International SOS** such arrangements are necessary on medical grounds, **International SOS** will arrange for the transportation for moving the **Cardholder** to the nearest hospital where appropriate medical care is available or **International SOS** will arrange for the repatriation of the **Cardholder** to the **Principal Country of Residence**.

7.2.2 If required, **International SOS** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.

7.2.3 **International SOS** reserves the right to decide whether the **Cardholder's** medical condition is sufficiently serious to warrant an emergency medical evacuation. **International SOS** further reserves the right to decide the place to which the **Cardholder** shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which **International SOS** is aware at the relevant time.

7.2.4 **International SOS** reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which **International SOS** is aware at the relevant time.

#### 7.3 Transportation of Mortal Remains/Overseas Funeral Costs

In the case of death of a **Cardholder** whilst on a **Journey** outside the **Principal Country of Residence**, **International SOS** will arrange for transporting the **Cardholder's** mortal remains from the place of death to any location as may be reasonably selected by the **Cardholder's** legal personal representative. At the **Cardholder's** legal personal representative request, **International SOS** will arrange funeral services overseas and the **Underwriters** will make a payment in respect of such expenses up to the limit shown in Section 15 of this **Certificate**.

#### 7.4 Transportation to join a Cardholder

7.4.1 **International SOS** will arrange an economy class return ticket for a person chosen by the **Cardholder** to join the **Cardholder** who has been or will be hospitalised outside the **Principal Country of Residence** as a result of **Bodily Injury** or **Illness** for a period in excess of 7 (seven) consecutive days, subject to **International SOS'** prior approval and only when judged necessary by **International SOS** on medical and compassionate grounds.

#### 7.5 Return of Dependent Children

7.5.1 If **Dependent Children** are left unattended as a result of a **Cardholder's Bodily Injury** or **Illness** whilst on a **Journey**, **International SOS** will arrange the transportation for such **Dependent Children** by **Common Carrier** to their normal place of residence. Qualified attendants will be provided when deemed appropriate by **International SOS**.

#### *Specific exclusions applying to Section 7*

7.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this section:

- i. Expenses incurred after 12 (twelve) months from the date of the Accident or first manifestation of **Illness**;
- ii. Dental expenses unless incurred as a result of an **Illness** or **Bodily Injury**;
- iii. Optical expenses;
- iv. Treatment provided other than by a qualified medical practitioner;
- v. Expenses incurred within the **Principal Country of Residence**;
- vi. Expenses incurred which are non-medical in nature such as telephone calls, newspapers;
- vii. **Services** rendered without the authorisation and/or intervention of **International SOS**;
- viii. Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
- ix. Elective cosmetic surgery;
- x. Expenses incurred for treatment not verified by a medical report;
- xi. Expenses for treatment that an **International SOS Physician** considers are not medically necessary whilst on a **Journey** and can be treated on the **Cardholder's** return to their **Principal Country of Residence**; and
- xii. Expenses incurred where the **Cardholder** in the opinion of the **International SOS Physician** is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort.

### **Section 8: PERSONAL ACCIDENT COVER**

- 8.1 Full Trip (that is at all times during the **Journey**)
- 8.1.1 If a **Cardholder** sustains **Bodily Injury** during a **Journey** and independently of any other cause such **Bodily Injury** results in the death, total and irrecoverable loss of sight in one or both eyes or **Loss of Limb** or **Permanent Total Disablement** of the **Cardholder** within 12 (twelve) months of the date of the **Accident**, the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 15 of this **Certificate**.
- 8.1.2 In respect of the cover provided under Section 8.1.1 the **Journey** shall be deemed to have begun with the **Cardholders** departure from home where such **Cardholder** normally resides and shall end upon return to that home.

#### *Specific exclusions applying to Section 8*

- 8.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this section:
  - i. **Bodily Injury** which would have still been payable if the event giving rise to the intervention of **International SOS** had not occurred;
  - ii. More than one claim under this Section 8 in connection with the same **Accident**;
  - iii. Medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
  - iv. **Bodily Injury** sustained other than whilst the **Cardholder** is on a **Journey**.

### **Section 9: HOSPITAL DAILY BENEFIT**

- 9.1 If a **Cardholder** sustains **Bodily Injury** or **Illness** during a **Journey** which results in the in-patient hospitalisation of the **Cardholder**, the **Underwriters** will pay to the **Cardholder** or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 15 of this **Certificate**, per day, up to a maximum of 30 (thirty) days.

#### *Specific exclusions applying to Section 9*

- 9.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
  - i. **Services** rendered without the authorisation and/or intervention of **International SOS**;
  - ii. Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or



- work;
- iii. Payment of benefit where a **Cardholder** is suffering from sickness or disease not directly resulting from a valid claim for **Bodily Injury** or **Illness**;
- iv. Payment of benefit in respect of the first 48 (forty-eight) hours of hospitalisation unless the period of hospitalisation exceeds 48 (forty-eight) hours; being the Excess as stated in Section 15.
- v. Elective cosmetic surgery;
- vi. Payment of benefit arising after 12 (twelve) months from the date of the **Accident** or first manifestation of **Illness**;
- vii. Payment of benefit in respect of hospitalisation within the **Principal Country of Residence**;
- viii. Payment of benefit in respect of hospitalisation where treatment is not verified by a medical report.

## Section 10: PERSONAL LIABILITY

- 10.1 If whilst on a **Journey** the **Cardholder** is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of **Bodily Injury** and/or accidental loss of or damage to material property belonging to any third party then the **Underwriters** will pay to the **Cardholder** against all sums which they shall become legally liable to pay to a third-party claimant up to the limit specified in Section 15 of this **Certificate**.
- 10.2 The limit shown in Section 15 of this **Certificate** includes the **Cardholder's** costs and expenses incurred with the prior written approval of **Underwriters**.
- 10.3 Special Conditions:
- i. The liability of the **Underwriters** for all sums payable by the **Cardholder** under this section shall not exceed the limits shown in Section 15 of this **Certificate**;
  - ii. The **Cardholder** shall give immediate notice to the **Underwriters** of any occurrence for which there may be liability under this section and shall provide the **Underwriters** with such particulars and information as the **Underwriters** may require and shall forward to the **Underwriters** immediately on receipt any letter, writ, summons and process and shall advise the **Underwriters** in writing immediately the **Cardholder** has knowledge of any impeding prosecution, inquest or inquiry in connection with the said occurrence;
  - iii. No admission of liability or offer, promise or payment shall be made without the prior written consent of the **Underwriters**. The **Underwriters** shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The **Cardholder** shall give any and all information and assistance required;
  - iv. The **Underwriters** may at any time and at their sole discretion pay to the **Cardholder** the maximum sum payable under this section in respect of any claim. The **Underwriters** shall then be exempt from all future liability under this section.

### *Specific exclusions applying to Section 10*

- 10.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
- i. **Bodily Injury** to employees of the **Cardholder**;
  - ii. The **Cardholder's** liability arising out of:
    - a. the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
    - b. property belonging to or held in trust by or in the custody of, or control of the **Cardholder**;
    - c. any wilful or malicious act;
    - d. the ownership or use of firearms;
    - e. the carrying on of any trade, profession or business;
  - iii. The **Cardholder's** liability to other members of the **Family**; and
  - iv. Liability which has been assumed by the **Cardholder** under contract or agreement unless the liability would have attached in the absence of such contract or agreement;

## Section 11: BAGGAGE AND MONEY

### Loss of Baggage

- 11.1 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss of, theft of or damage to **Baggage**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 15 of this **Certificate**.
- 11.2 In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for wear and tear at the time of the loss, theft or damage.

### Loss of Money

- 11.3 If, whilst on a **Journey**, a **Cardholder** sustains accidental loss or damage to **Money**, the **Underwriters** will pay the **Cardholder** in respect of such loss, theft or damage up to the limits shown in Section 15 of this **Certificate**.
- 11.4 In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the **Money** lost.

### *Specific exclusions applying to Section 11*

- 11.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover provided by this Section:
- i. More than GBP 250 (two hundred and fifty) in respect of any one article;
  - ii. More than GBP 300 (three hundred) in respect of **Jewellery and Valuables** in total;
  - iii. Claims in respect of accessories for vehicles or boats;
  - iv. Loss or damage due to;
    - a. moths, vermin, wear and tear, depreciation, atmospheric or climatic condition or gradual deterioration;
    - b. mechanical or electrical failure;
    - c. any process of cleaning, repairing, restoring or alteration;
  - v. More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - vi. Loss or theft not reported to either the police within 24 (twenty-four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
  - vii. Loss or damage due to confiscation or detention by customs or any other authority;
  - viii. Loss or theft of or damage to **Baggage** or **Money** left unattended;
    - a. unless locked in Your accommodation;
    - a. in a motor vehicle/ trailer/ caravan during the hours of darkness, even if protected by an alarm or secured in a locked compartment;
    - a. in a motor vehicle/ trailer/ caravan during the hours of daylight unless secured in a locked compartment.
  - ix. Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - x. Loss of, theft of or damage to contact, corneal or micro-corneal lenses;
  - xi. The first GBP 50 per event being the Excess as stated in Section 15;
  - xii. Loss of personal goods borrowed, hired or rented by the **Cardholder**; and
  - xiii. In respect of **Money**, Devaluation of currency or shortages due to errors or omissions during monetary transaction;
  - xiv. Loss or theft of or damage for **Money** from **Baggage** which is checked in with an airline or other travel company;
  - xv. **Baggage** or **Money** that are lost, stolen or damaged or lost whilst being transported in a motor vehicle, trailer or caravan.

## Section 12: CANCELLATION

- 12.1 If a **Cardholder** incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original plan for the **Cardholder's Journey** as the direct consequence of:
- i. the **Cardholder** sustaining **Bodily Injury** or suffering **Illness**;
  - ii. the death, **Bodily Injury** or **Illness** of a **Relative**;
  - iii. compulsory quarantine, jury service, subpoena or hijacking involving the **Cardholder**;
  - iv. Redundancy;
  - v. Home Emergency where the **Cardholder** is required by the police to stay at home as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding, fallen tree or impact by aircraft or vehicle;
  - vi. Restrictions imposed by the government to travel to the area booked;
  - vii. The **Cardholder's** passport being stolen

then the **Underwriters** will be responsible for paying the **Cardholder** for the unused portion of prepaid travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 15 of this **Certificate**.

### Abandonment

- 12.2 Cover is provided for **Cardholders** who decide to abandon their **Journey** before they leave their **Principal Country of Residence** after a delay of more than 12 hours, or if the airline confirms in writing that the flight is cancelled or delayed by more than 12 hours from its original departure time.
- 12.3 Abandonment cover includes the cost of the flights and any associated accommodation expenses as per the limits shown in Section 15 of this Certificate. No cover exists for costs which **Cardholders** are able to reclaim from their airline or other source.
- 12.4 In all situations **Cardholders** shall be required to provide evidence of cancelled or delayed flights. If a flight is cancelled, most airlines will offer either a full refund or an alternative flight.

### *Specific exclusions applying to Section 12*

- 12.5 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section 12:
- i. Expenses which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
  - ii. Cases of minor **Illness** or **Bodily Injury** of the **Cardholder**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
  - iii. The first GBP 50 (fifty) per event per **Cardholder**; being the Excess as stated in Section 15;
  - iv. Death, injury or illness of any pet or animal.

## Section 13: INCONVENIENCE

### Travel Delay

- 13.1 In the event of:
- i. Industrial action;
  - ii. Adverse weather conditions;
  - iii. Mechanical breakdown or derangement of the **Cardholder's** aircraft or sea vessel; or
  - iv. The grounding of the aircraft on which the **Cardholder** is due to travel as a result of mechanical or structural defect

which results in the delayed departure of the **Cardholder's** flight or sailing for at least 4 (four) hours on the outward or return **Journey** from the time shown in the carrier's travel itinerary as supplied to the **Cardholder**, the **Underwriters** will arrange a payment to the **Cardholder**.

- 13.2 The payment to the **Cardholder** under Section 13.1 is up to the limits as shown in Section 15 of this **Certificate**, per hour's delay, up to a maximum of 12 (twelve) hours, provided always that the **Cardholder** shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have

obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

- 13.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

#### Baggage Delay

- 13.4 In the event of a **Cardholder's** Baggage being temporarily lost or misplaced on an outward part of a **Journey** by the airline, shipping line or their handling agents, the **Underwriters** will reimburse the **Cardholder** up to the limits as shown in Section 15 of this **Certificate** per hour's delay, to a maximum of 12 (twelve) hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

#### Document Replacement

- 13.5 In the event of a **Cardholder** forgetting, losing or misplacing (either permanently or temporarily) any essential documents needed whilst on a **Journey**, the **Underwriters** will arrange the payment of all reasonable costs necessarily incurred for replacing essential documents (including such items as personal computer discs and presentation slides) up to the limits shown in Section 15 of this **Certificate**.
- 13.6 All such costs must be approved by **Broadspire** on behalf of the **Underwriters** prior to their being incurred. Replacement costs shall not be payable for any loss consequent or resulting from the loss of said documents beyond the physical cost of replacing said documents. The intrinsic value of any savings bond, bankers bill of value (cheques, traveller's cheques and the like) or similar documents, if such is lost by a **Cardholder**, shall not be replaced.

#### Legal Expenses

- 13.7 The **Claims Administrator** will, with the **Underwriters** written consent, provide cover for legal expenses incurred up to the limits as shown in Section 15 of this **Certificate** arising from the pursuit of a claim against a third party who has caused **Bodily Injury** to or **Illness** of the **Cardholder** whilst on a **Journey**.

#### Missed Connection

- 13.8 The **Underwriters** will pay the **Cardholder** up to the limits shown in Section 15 of this **Certificate** for the reasonable extra costs of travel and accommodation incurred in order for the **Cardholder** to continue with a pre-booked journey in accordance with the **Cardholder's** itinerary should the **Cardholder** miss a flight connection due to:
- 13.9 The airline with which the **Cardholder** is booked to travel being unable to deliver the **Cardholder** in sufficient time to the connecting airport to meet their connecting flight due to poor weather conditions (but not including weather conditions defined as natural catastrophe), a strike, industrial action or mechanical breakdown.
- 13.10 The **Cardholder** must attempt to recover delay costs or missed connection costs from the airline. Evidence of this will be sought if a claim is being made against this Section of the **Certificate**. The claims handler may also pursue the airline for these missed connections costs should you be unable to make a full or partial recovery.

#### Missed Departure

- 13.11 The **Underwriters** will pay the **Cardholder** up to the limits shown in Section 15 of this **Certificate** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the **Cardholder's** destination or returning to their **Principal Country of Residence** if the **Cardholder** fails to arrive at the departure point in time to board the Public Transport on which the **Cardholder** is booked to travel on the initial international journey of the trip as a result of:
- i. The failure of other Public Transport or
  - ii. An accident to or breakdown of the vehicle in which the **Cardholder** is travelling or
  - iii. An accident or breakdown occurring ahead of the **Cardholder** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which the **Cardholder** are travelling or
  - iv. Strike, industrial action or adverse weather conditions.

#### Special Conditions relating to Missed Departure

- 13.12 In the event of a claim arising from any delay occurring on a motorway or dual carriageway the **Cardholder** must obtain written confirmation from the police or emergency breakdown services of the location, reason for and duration of the delay
- 13.13 The **Cardholder** must allow sufficient time for the Public Transport or other transport to arrive on schedule and to deliver the **Cardholder** to the departure point.

*Specific exclusions applying to Section 13*

- 13.14 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover provided by this Section:
- i. Payment in respect of the first 4 (four) hours of delay; being the Excess as stated in Section 15;
  - ii. Payment in respect of more than 2 (two) **Cardholders** travelling on the same journey;
  - iii. Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;
  - iv. Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
  - v. Delay arising as a result of any official Government suspension or cancellation of a service;
  - vi. In respect of **Baggage** delay or loss of documents, loss, temporary loss/misplacement not reported to either the police within 24 (twenty-four) hours of discovery and a written report obtained or airline, shipping line or their handling agent within any timescales stated in their terms and conditions and a 'Property Irregularity Report' obtained from such carrier;
  - vii. In respect of Hi-jack, claims arising from the **Cardholder** being individually selected as a victim as a result of their or their Family or business activities causing a reasonable expectation of increased risk;
  - viii. In respect of Legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original Journey and not any third party's carrier booked directly by the **Cardholder** during the Journey;
  - ix. In respect of Legal expenses, any claim where in the opinion of the **Underwriters** there is insufficient prospect of success in obtaining a reasonable benefit;
  - x. In respect of Legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
  - xi. In respect of Legal expenses benefits rendered without the authorisation and/or intervention of **International SOS**; and
  - xii. In respect of Legal expenses, claims for professional negligence;
  - xiii. In respect of Missed Connection; any claims arising due to a natural catastrophe or volcanic ash carried by the wind;
  - xiv. In respect of Missed Connection; any claims where the **Cardholder** has not allowed enough time to reach the initial departure point or check in, at or before the recommended time;
  - xv. In respect of Missed Connection; any claims where the **Cardholder** has not obtained written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted;
  - xvi. In respect of Missed Connection; any claims relating to the **Cardholder's** own vehicle suffering a mechanical breakdown if the **Cardholder** is unable to provide evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organization;
  - xvii. In respect of Missed Departure; the first GBP100 (one hundred) of each and every claim per incident for each **Cardholder**;
  - xviii. In respect of Missed Departure; claims arising directly or indirectly from:
    - ii. Strike or industrial action existing or declared publicly at the date the **Cardholder** books their trip;
    - iii. An accident to or breakdown of the vehicle in which the **Cardholder** are travelling for which a professional repairers report is not provided;
    - iv. Breakdown of any vehicle in which the **Cardholder** is travelling if the vehicle is owned by the **Cardholder** and has not been serviced properly and maintained in accordance with manufacturer's instructions; or
    - v. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the civil aviation authority or a Port authority or any similar body in any country;
  - xix. In respect of Missed Departure; additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.

## Section 14: WINTER SPORTS BENEFIT

### Ski Pack

- 14.1 If a **Cardholder** is unable to ski through Illness or Bodily Injury, the **Underwriters** will reimburse the **Cardholder** for the cost of the **Cardholder's** Ski Pack up to the limit shown in Section 15.

### Ski area closure

- 14.2 If a **Cardholder** is unable to Ski due to adverse weather conditions at their pre-booked ski area, the **Underwriters** will reimburse the **Cardholder** for the extra transport and ski lift pass costs if they have to travel to another ski area, up to the limit shown in Section 15.
- 14.3 If a **Cardholder** is unable to travel to another ski area or it is not possible to Ski, the **Underwriters** will pay the **Cardholder** the amount shown in Section 15. Specific conditions applying to ski area closure cover.

### Specific conditions applying to ski area closure cover

- 14.4 Written confirmation must be obtained from the appropriate authority to confirm that the ski area was closed and/or it was not possible to travel to another resort.
- 14.5 Cover for ski area closure is only available for **Journeys** that commence within 105 days of the first resort opening in the country in question.

### Winter sports equipment

- 14.6 **Underwriters** will reimburse the **Cardholder** if winter sports equipment is lost, stolen or damaged whilst they are on a Journey up to the limit as set out in Section 15. An allowance will be made for wear and tear or depreciation depending on the age of the winter sports equipment at the time of loss or theft. Cover for winter sports equipment is in addition to the cover provided under Section 11 – Loss of **Baggage**.

### Avalanche cover

- 14.7 We will cover the **Cardholder** for the necessary and reasonable travel and accommodation expenses up to the limit as set out in Section 15 that they pay or agree to pay overseas if they are prevented from arriving at or leaving their booked ski resort for more than 12 hours from the scheduled arrival or departure time because of an avalanche. The **Cardholder** must get written confirmation from the appropriate authority stating the reason for the delay and how long the delay lasted.

### *Specific exclusions applying to Section 14*

- 14.8 The **Underwriters** will not pay for accidental injury, Illness or death caused directly or indirectly by participation in the following winter sports: ski-racing, ski-jumping, snowboarding without a leash, off-piste skiing unless accompanied by a qualified guide or instructor, heli-skiing, bobsleighing, the use of skeletons, toboggans or luges, freestyle skiing, or competitive skiing.
- 14.9 The **Underwriters** will not pay for winter sports equipment you have left unattended in a public place unless the claim relates to skis, poles or snowboards and you have taken all reasonable care to protect them by leaving them in a ski rack between 8am and 6pm.
- 14.10 The **Underwriters** will not pay if you do not report the loss to the police, airline, shipping line or their handling agent within 24 hours of discovering the loss and you do not have a written report to substantiate your claim.

**Section 15: SUMMARY OF BENEFITS, LIMITS OF LIABILITY AND EXCESSES**

Section	Benefit	Benefit Limit per Cardholder per event in GBP	Excess per Cardholder per event in GBP / Time
6	Medical and Travel Assistance <b>Services</b>	Benefit limit not applicable to this section	Not applicable
7	Emergency Medical, Evacuation and Repatriation Expenses Medical expenses Evacuation and Repatriation expenses/ Transportation of Mortal Remains/Return of Dependent Children	2,000,000 500,000	Not applicable Not applicable
8	Personal <b>Accident</b> Full Trip	25,000 For children aged 16 and under death benefit is limited to 3,000	Not applicable
9	Hospital Daily Benefit	35 per day up to a max of 30 days (for hospital stays longer than 48 hours)	The first 48 hours of your stay in hospital
10	Personal Liability	1,000,000	Not applicable
11	<b>Baggage and Money</b> Loss of <b>Baggage</b> Loss of <b>Money</b>	2,000 500	50 50
12	Cancellation Trip Abandonment	3,000 3,000	50 12 (Twelve) hours
13	Inconvenience <b>Benefits</b> Travel delay Baggage delay Document replacement Legal Expenses Missed Connection Missed Departure	45 per hour up to a max 540 40 per hour up to a max of 480 1,000 50,000 1,500 1,500	The first 4 (four) hours of your delay The first 4 (four) hours of your delay Not applicable Not applicable Not applicable 100
14	Winter Sports Ski Pack Piste Closure Winter Sport Equipment Avalanche Cover	500 500 2,500 Owned / 500 Hired 50 per day; max 500	Not applicable Not applicable Not applicable Not applicable

Compensation payable in respect of Personal Accident

- |    |   |                    |
|----|---|--------------------|
| 1. | Death   | 100% of sums above |
| 2. | Total and irrecoverable loss of sight of one or both eyes | 100% of sums above |
| 3. | Loss of one or two Limbs                                  | 100% of sums above |
| 4. | <b>Permanent Total Disablement</b> (other than above)     | 100% of sums above |

Benefit shall not be payable under more than one of the items above in respect of the consequences of one **Accident**.

## Section 16: GENERAL CONDITIONS

- 16.1 The **Cardholder** must take reasonable care to prevent loss, theft, damage, expense, liability, **Bodily Injury** or **Illness**, and to protect, save and/or recover **Baggage** and **Money**.
- 16.2 **International SOS** shall use its best endeavours to provide the **Benefits** and **Services** described in this **Certificate** but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations and intervention depends on **International SOS** obtaining the necessary authorisations issued by the various authorities concerned. **International SOS** shall not be required to provide **Benefits** and **Services** to the **Cardholders**, who in the sole opinion of **International SOS** are located in areas which represent war risks, political or other conditions such as to make such **Services** impossible or reasonably impracticable.
- 16.3 Written notice of any event or proceedings which may give rise to a claim shall be given to **Underwriters** within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by **Underwriters** shall be provided at the expense of the **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to **Underwriters** within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of **Underwriters** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 16.4 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** or **Services** provided under this **Certificate**, any and all rights in respect of the concerned **Cardholder** in terms of this **Certificate** shall be forfeited immediately.
- 16.5 If the **Benefits** and **Services** of this **Certificate** are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other sources.
- 16.6 Any portion of a **Cardholder's** travel ticket, which is unused following the provision of evacuation /repatriation **Services** or cancellation **Benefits**, is to be surrendered to the **Claims Administrator**.
- 16.7 **Underwriters** may at any time and at their own expense and without prejudice to this **Certificate** take proceedings in the name of the **Cardholder** to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of **Benefits** and **Services**.

## Section 17: GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This **Certificate** does not cover:

- 17.1 Any claim which is more specifically covered elsewhere, as more fully set forth in General Condition 16.5.
- 17.2 Claims for events occurring after the **Journey**.
- 17.3 Any claim in respect of **Cardholders** aged 76 (seventy six) years or older at the start of a **Journey**.
- 17.4 Any **Pre-existing Health Disorder or Condition**;
- 17.5 Any **Journey** booked or undertaken against medical advice.
- 17.6 Any **Journey** specifically undertaken with the intention of obtaining medical treatment.
- 17.7 Any **Journey** booked after receipt of a terminal prognosis to the **Cardholder** or **Relative**.
- 17.8 Any claim arising from or related to psychiatric disorders infirmities or conditions for which treatment has previously been received.
- 17.9 Any claim arising from pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a **Journey**.
- 17.10 Any claim arising from or related to wilfully self-inflicted **Bodily Injury** or **Illness**, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) or suicide.
- 17.11 Any claim resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property.
- 17.12 The commission of, or the attempt to commit, an unlawful act.
- 17.13 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an Act war regardless of any contributory causes(s);
- 17.14 Any claim arising from or related to;
- i. loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever;



- ii. any legal liability of whatsoever nature.

Caused by or contributed to by or arising from:

- a. ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. nuclear reaction, nuclear radiation or radioactive contamination
- 17.15 Any claim arising from or related to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- i. This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.
  - ii. If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Cardholder**.
  - iii. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 17.16 **Services** provided by any party other than **International SOS** for which no charge would be made if this **Certificate** were not in place.
- 17.17 Claims notified more than 90 (ninety) days after the date an event, as more fully set forth in General Condition 16.3.
- 17.18 The **Cardholder** working overseas or exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession.
- 17.19 Any claim arising from or related to the **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route.
- 17.20 Any claim arising from or related to **Bodily Injury** occurring while the **Cardholder** is engaged in any sport/ activity that is indicated as not covered within the table on pages 6 to 10 of this document. Where a sport/ activity is listed as covered then this must only be in a recreational capacity and cannot be undertaken on a professional or sponsored basis. There is no cover under this policy for any form of racing (except on foot).
- 17.21 Any claim arising from or related to the **Cardholder** engaging in active service in the armed forces of any nation.
- 17.22 Any claim arising from or related to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).
- 17.23 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.
- 17.24 Any claim arising from or related to the **Cardholder** travelling to a country where the Foreign and Commonwealth Office has advised against non-essential travel.
- 17.25 Any claim arising from or related to the cessation of trading of the tour operator, agent or other transport provider.

## Section 18: REQUESTING EMERGENCY OR TRAVEL ASSISTANCE

- 18.1 Emergency Medical and Travel assistance **Services** are available 24 hours a day from **International SOS**. In the event that the **Cardholder** requires these **Services**, please call +44 208 762 8293

## Section 19: HOW TO MAKE A CLAIM

- 19.1 In the event of an event occurring that may give rise to a claim under this **Certificate**, the **Cardholder**, or his representative, should call Broadspire on +32 2 725 9680 during UK office hours of 08.00 to 16.00hrs. Outside normal UK working hours, the **Cardholder** should contact Broadspire by email [caxton@broadspire.eu](mailto:caxton@broadspire.eu) and request a claim form or call back during office hours as stated above.
- In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email [caxton@broadspire.eu](mailto:caxton@broadspire.eu)
- 19.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and

exclusions, to ensure that what **you** are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.

- 19.3 Upon contacting Broadspire to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within 28 (twenty-eight) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## Section 20: COMPLAINTS PROCEDURE

Broadspire aim to provide a high-class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem;

In the first instance, the **Cardholder** should write with details of the complaint to:

The Complaints Officer, Broadspire, by Crawford & Company, Jan Olieslagerslaan 41, B-4100 Vilvoorde, Brussels, Belgium.

The **Cardholder** can also refer the situation to the Policyholder and Market Assistance Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is: Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN

Tel No: 020 7327 5693. Fax No: 020 7327 5225. Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Complaints Department is unable to resolve the complaint, it may be possible for it to be referred it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## Section 21: OTHER PROVISIONS

Please note in the following section **We** refers to the **Underwriters** at Lloyd's of London.

### Data Protection Act 1998

**We** collect Personal Data from applicants for **Our** insurance products and from communications with **Certificate** holders including claims under insurance policies. **We** act as a Data Controller for all Personal Data **We** obtain from customers and prospective customers and comply with obligations under the Data Protection Act 1998.

**We** may disclose the Personal Data obtained to **Our** subcontractors, service providers and agents in connection with the provision of goods and **Services** to **Us** and **Our** customers. In order to prevent and detect fraud **We** may at any time share information about **You** with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give us false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:

- i. Help make decisions about the provision and administration of insurance, credit and related **Services** for **You** and members of **Your** household;
- ii. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- iii. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity.

**We** can supply on request further details of the databases **We** access or contribute to.

The recipients of Personal Data from **Us** may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where **We** provide Personal Data to parties in such countries **We** will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are equivalent to the standards observed by **Us** to comply with data protection laws within the European Union. Where a person provides **Us** with Personal Data about any other individual, he or she warrants that they have full rights to disclose the Personal Data to **Us** to use for the purposes for which it is disclosed.

For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

"Personal Data" means data which relate to a living individual who can be identified:

- i. from those data, or
- ii. from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;

“Data Controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

**Contracts (Rights of 3rd Parties Act) 1999**

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

**Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer 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 insurer 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.

LMA3100

15 September 2010