Delivering Knowledge, Value and Service to our Members

Part IV - Travel
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DEFINITIONS

Applicable to all sub-sections of this Cover unless stated to the contrary

Assistance Company shall mean in respect of the cover provided under:-

a) Sub-section 7 POLITICAL EVACUATION – Drum Cussac
b) All other sub-sections – Global Response

Bodily Injury shall mean in respect of the cover provided under:-

a) Sub-section 5 PERSONAL INJURY – physical injury which is caused by Accident and which within twenty-four months from the date of such Accident shall result in the death or disablement of the Person Covered
b) All other sections - death disease physical and mental injury

Business Equipment shall mean any articles used for business purposes which are the property of the Member or for which it is responsible and are taken on or acquired during the Covered Journey

Country of Domicile shall mean the country in which the Person Covered normally resides and has a permanent residence and/or permanent place of business

Covered Journey shall mean a Journey as described in the Certificate of Entry

Deductible shall mean the first amount of each and every claim for which the Association will not be liable

Emergency Repatriation Expenses shall mean the reasonable additional costs necessarily incurred for travel and accommodation of the Person Covered in returning to their Country of Domicile as authorised by the Assistance Company

Employee shall mean any

a) person acting in the capacity of a director or non-executive director or officer of the Member
b) person under a contract of service or apprenticeship with the Member
c) person who is supplied to hired to or borrowed by the Member
d) person supplied to the Member under a contract or agreement the terms of which deem such person to be in the employment of the Member for the duration of such contract or agreement
e) work experience student or trainee or person participating in an authorised study or work exchange arrangement with the Member
f) voluntary worker or honorary appointee
g) person acting as an outworker or homeworker contracted by the Member to do work
h) persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation

Europe shall mean the continent of Europe west of the Ural Mountains the Mediterranean Islands the
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Canary Islands Madeira Jordan and all those countries bordering the Mediterranean except Albania Lebanon Libya and Syria

**Event** shall mean one occurrence or all occurrences of a series consequent on or attributed to one source or original cause

**Laptop** shall mean a portable personal computer including Notebooks Netbooks Tablets and iPads but excluding mobile telephones smartphones and similar items

**Major Powers** shall mean the United Kingdom the United States of America France the People’s Republic of China and the former constituents of the Union of Soviet Socialist Republics

**Medical Expenses** shall mean in respect of the cover provided under:-

a) Sub-section 5 – Personal Injury: reasonable expenses necessarily incurred in respect of medical treatment required by the Person Covered as a direct result of his/her sustaining Bodily Injury

b) all other sub-sections: all reasonable costs necessarily incurred outside the Person Covered’s Country of Domicile for emergency medical surgical or remedial treatment given or prescribed by a qualified medical practitioner and hospital or nursing home treatment and ambulance charges which cannot be reasonably delayed until the Person Covered’s return to their Country of Domicile including dental and optical expenses in respect of emergency treatment for immediate relief of pain only

**Money** shall mean coins banknotes postal and money orders and travellers cheques letters of credit travel tickets credit cards and petrol and other coupons which have a monetary value

**Personal Belongings** shall mean personal goods and effects belonging to a Person Covered or for which he/she is responsible which are taken by him/her when travelling or acquired whilst travelling

**Person Covered** shall mean the person or party stated in the Certificate of Entry

**Sickness** shall mean serious illness of the Person Covered which becomes manifest during a Covered Journey and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation

**Supplementary Travel Expenses** shall mean all reasonable additional costs necessarily incurred for travel and accommodation of up to two close business associates relatives or friends (net of any such costs saved) to travel to and/or remain with the Person Covered as a direct consequence of the Person Covered having suffered Bodily Injury or Sickness and where the qualified medical practitioner treating the Person Covered advises that the Person Covered be so accompanied

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

**War** shall mean armed conflict between nations invasion act of foreign enemy civil war military or usurped power
GENERAL EXCLUSIONS

Applicable to all sub-sections of this Cover unless stated to the contrary

The Association shall not be liable to Indemnify the Member or Person Covered in respect of any claims arising directly or indirectly from:

1. War whether declared or not
   a) in the United Kingdom
   b) between any of the Major Powers
   c) in Europe in which one or more of the Major Powers or their armed forces are engaged
   d) in Europe involving forces acting for any international authority

2. Bodily Injury or Sickness or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination

3. Bodily Injury or Sickness or loss or damage or expense which is recoverable under any other indemnity or national programme which is applicable to the Person Covered

4. The failure or fear of failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date however this exclusion shall not apply to:
   a) SUB-SECTION 1 – MEDICAL AND OTHER EXPENSES
   b) SUB-SECTION 5 – PERSONAL INJURY

GENERAL CONDITIONS

Applicable to all sub-sections of this Cover unless stated to the contrary

1. The Association shall not be liable to indemnify the Member for Bodily Injury or Sickness that is suffered after the end of the Covered Journey during which the Person Covered attains the age of 80 years

2. Any circumstances which may give rise to a claim under this Cover must be notified to the Association in writing immediately but in any event within thirty days of such circumstances arising or arrival back from a Covered Journey

3. As soon as practicable after the occurrence of an Incident which may be the subject of a claim under this Cover
   a) the Member shall give notice to the Association and supply without cost to the Association such certificates receipts or evidence which thereafter may be required
   b) the Person Covered shall place himself/herself under the care of a qualified medical practitioner whose advice he/she must follow

4. Reasonable notice shall be given to the Association before interment or cremation or the holding of any
inquest enquiry or proceeding concerning the death or disappearance of a Person Covered.

5. The Member and Persons Covered shall take all reasonable care
   a) to avoid and prevent Bodily Injury or Sickness
   b) to maintain the safety of any Property and/or Money covered

The Association and the Member have agreed that this cover shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder except in the case of a Member domiciled in Scotland/Northern Ireland in which case the cover shall be governed by Scottish/Northern Irish Law respectively
Sub-Section 1 – Medical and Other Expenses

COVER

If the Person Covered sustains Bodily Injury or contracts Sickness whilst on a Covered Journey the Association may indemnify the Person Covered in respect of consequential Medical Expenses Emergency Repatriation Expenses and Supplementary Travel Expenses necessarily incurred up to the amount stated in the Certificate of Entry.

EXTENSIONS

Funeral Expenses – If during a Covered Journey the Person Covered sustains Bodily Injury or Sickness resulting in death in addition to the Benefits contained herein the Association may pay up to the amount stated in the Certificate of Entry for the funeral costs incurred in the burial or cremation of the Person Covered’s body.

Repatriation of Remains - If during a Covered Journey the Person Covered sustains Bodily Injury or Sickness resulting in death in addition to the Benefits contained herein the Association may pay up to the amount stated in the Certificate of Entry for the reasonable cost of transporting the Person Covered’s body or ashes to the Country of Domicile.

Search & Rescue Expenses - If costs and fees are incurred in the necessary use of emergency rescue services resulting from the need to rescue a Person Covered whilst on a Covered Journey to avoid serious Sickness or Bodily Injury this Sub-Section shall include such costs and fees provided always that the Association’s liability shall not exceed the amount stated in the Certificate of Entry.

In-patient Benefit - In addition to the Benefits contained herein the Association may pay the amount stated in the Certificate of Entry for each complete twenty-four hour period the Person Covered spends in hospital outside the Country of Domicile for up to 1 year.

Medical Expenses in UK - In the event of a valid claim under this section the Association may pay up to the amount stated in the Certificate of Entry any one loss towards the costs of hospital in-patient treatment in the United Kingdom for the same continuing Sickness or Bodily Injury where such hospital in-patient treatment is necessarily incurred by a Person Covered within the three months immediately following the date of return from a Covered Journey and where such hospital in-patient treatment is not otherwise available from the National Health Service and provided that the written approval of the Assistance Company is obtained before any such costs are incurred.

CONDITION

As soon as is practicable after the occurrence of Bodily Injury or Sickness which may be the subject of Indemnity under the Cover the Person Covered shall place himself/herself under the care of a qualified medical practitioner whose advice he/she must follow.

EXCLUSIONS

The Association shall not be liable to pay:

1. any expenses incurred in respect of Bodily Injury or Sickness which arises directly or indirectly from or in connection with or is aggravated by:
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a) Work Related Upper Limb Disorder or any gradually operating cause
b) a Person Covered’s
   (i) own criminal act
   (ii) taking part in civil commotion or riot
   (iii) committing or attempting to commit suicide or intentional self-injury
   (iv) deliberate exposure to needless danger (except in an attempt to save human life)
   (v) use of intoxicating liquor or drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction) solvent abuse or alcoholism
c) a Person Covered engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
d) a Person Covered engaging in air travel other than as a passenger
e) sexually transmitted disease
f) any expenses incurred in respect of testing for
   (i) Coronavirus disease (COVID-19)
   (ii) Severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2)
   (iii) any mutation or variation of SARS-CoV-2
   (iv) any fear or threat of (i), (ii) or (iii) above

2. any expenses incurred if a Person Covered is travelling or intending to travel against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment or medical advice

3. any expenses incurred after twenty four calendar months from the time of incurring the first expense

4. any Emergency Repatriation expenses incurred without the prior approval of the Assistance Company

5. the Deductible as detailed in the Certificate of Entry. If the cost of medical treatment is reduced by the use of a European Health Insurance Card (EHIC) this Exclusion will not apply

6. dental or optical expenses other than for immediate relief of pain
Sub-Section 2 – Personal Belongings and Business Equipment

COVER

If the Person Covered sustains accidental loss or damage of Personal Belongings or Business Equipment whilst on a Covered Journey the Association may indemnify the Member on behalf of the Person Covered in respect of such loss or damage up to the amount stated in the Certificate of Entry.

EXTENSIONS

Luggage Delay – essential purchases
In the event of the Person Covered losing or temporarily mislaying his/her property during a Covered Journey the Association may reimburse the Person Covered in respect of emergency purchases of essential clothing and toiletry articles up to the amount stated in the Certificate of Entry provided that the Personal Belongings or Business Equipment is outside his/her control for at least twelve hours. There is no cover for the final return stage to the Country of Domicile. Any amount paid will be deducted from a claim for total loss of personal property.

Loss of keys/replacement locks
The Association may pay up to the amount stated in the Certificate of Entry for the replacement of the lock mechanisms if the keys to the external doors safes or alarms of the Person Covered’s normal place of residence are lost damaged or stolen during a Covered Journey.

CONDITIONS

1. The Person Covered shall take all reasonable precautions for the safety of any Person Covered’s Personal Belongings or Business Equipment.
2. The Association shall be entitled to take and keep possession of any property and to deal with salvage of such following a loss under this Coverage.
3. The Association has the option to repair or replace any property damaged or lost for which an Indemnity may be given but the payments shall not exceed the Single Article Limit.

EXCLUSIONS

The Association shall not be liable for:-

1. Loss or damage due to moth vermin wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration.
2. More than the Single Article Limit unless declared to and accepted by the Association.
3. Loss or damage whilst Personal Belongings or Business Equipment are left:
   a) overnight in or on any vehicle.
   b) in any vehicle which is left unlocked or unattended at any other time unless in a locked garage or kept out of sight in a locked boot.
   c) unattended in the open or any public place.
4. Loss not reported to either the Police or transport carrier or in respect of the Person Covered’s Passport.
Consular representative of the relevant issuing country within twenty-four hours of discovery of loss
5. loss due to confiscation or detention by customs authority
6. more than the pro-rata proportion of the total value of the set where the lost or damaged article is part of a set
7. unsubstantiated losses
8. loss or damage to mobile telephones or smartphones (other than Business Equipment)
9. loss or damage to valuables from personal baggage unless carried by hand and under the personal supervision of the Person Covered. Valuables include but are not limited to mobile telephones smartphones personal jewellery watches gold or silver articles or articles of precious material Laptops computer radio or audio equipment (including discs cassettes memory sticks or mp3 players) electronic games e-books e-readers telescopes binoculars sunglasses or spectacles photographic equipment (including camera body and lenses flashguns filters cases straps discs films memory sticks and all other accessories) or video equipment (including discs cassettes or memory sticks).
10. the Deductible as detailed in the Certificate of Entry
Sub-Section 3 – Money

COVER

If the Person Covered sustains accidental loss of Money whilst on a Covered Journey the Association may indemnify the Member on behalf of the Person Covered for such loss up to the amount stated in the Certificate of Entry

EXTENSIONS

Foreign currency and signed travellers cheques obtained from a bank for the purpose of a Covered Journey may be covered by the Association against accidental loss from seventy-two hours prior to the commencement of that Covered Journey and up to seventy-two hours after the completion of that Covered Journey

If the Member or Person Covered sustains financial loss as a direct result of a credit charge or bankers card being lost or stolen during a Covered Journey and it is subsequently used fraudulently by any person other than the Person Covered a member of their family or additionally where the card is issued on behalf of the Member an Employee of the Member the Association may indemnify the Member or Person Covered for such loss up to the amount stated in the Certificate of Entry for any one Covered Journey. Provided that the Member or Person Covered has fully complied with all the terms and conditions under which such card has been issued

If after the Person Covered’s departure on a Covered Journey the Person Covered loses their Travel Documents the Association may indemnify the Person Covered up to the amount stated in the Certificate of Entry for the necessary additional costs of replacing the Travel Documents

Travel Documents shall mean passport visa travel tickets driving license belonging to the Person Covered

CONDITIONS

1. the Person Covered shall take all reasonable precautions for the safety of any Money and Travel Documents
2. the Person Covered shall take all reasonable steps to recover any Money and Travel Documents lost or stolen

EXCLUSIONS

The Association shall not be liable for

1. devaluation of currency or shortages due to errors or omissions during monetary transactions
2. more than the Cash Limit in respect of coins or banknotes unless declared to and accepted by the Association
3. any loss not reported to either the Police or transport carrier within twenty-four hours of discovery of loss or due to confiscation or detention by customs authority
4. personal Money from any unattended vehicle or unaccompanied baggage

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5. unsubstantiated losses

6. the Deductible as detailed in the Certificate of Entry
Sub-Section 4 – Disruption

a. Cancellation

If during the Period of Indemnity a Person Covered is forced to cancel any part of a planned Covered Journey prior to the commencement of that Covered Journey as the direct and necessary result of any cause outside of their control or the control of the person responsible for the cost of the Covered Journey the Association may indemnify the Member in respect of Cancellation Expenses incurred up to the amount shown in the Certificate of Entry for any one Covered Journey.

Cancellation Expenses shall mean the loss of deposits or charges for advance payments for travel or accommodation or other charges which have not or will not be used but are forfeited or payable under contract.

b. Curtailment

If a Person Covered is forced to Curtail any part of a Covered Journey during the course of that Covered Journey the Association may indemnify the Member in respect of expenses incurred up to the amount shown in the Certificate of Entry for any one Covered Journey.

Curtailment due to Bodily Injury or Sickness of the Person Covered must have the prior approval of the Assistance Company.

Curtailment due to a valid claim for Political Evacuation must have the prior approval of the Assistance Company.

Curtail shall mean to cut short the duration of a Covered Journey and the words ‘curtailment’ and ‘curtailed’ shall be construed accordingly.

Curtailment expenses shall mean loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been and will not be used but are forfeited or payable under contract resulting from:

1. the Person Covered becoming ill or sustaining Bodily Injury
2. the death injury or illness of the spouse partner mother father daughter son sister brother grandparent grandchild corresponding in-laws or other close relative of the Person Covered
3. compulsory quarantine jury service subpoena or Hijack of the Person Covered
4. cancellation or curtailment of scheduled public transport services consequent upon strike riot or civil commotion
5. the home of the Person Covered or place of business becoming uninhabitable following fire storm flood theft subsidence or malicious damage
6. the Person Covered returning to their Country of Domicile as a result of a valid claim under Sub-Section 7 – Political Evacuation.

c. Travel Delay

If the departure of the aircraft sea vessel or publicly licensed conveyance in which the Person Covered had arranged to travel during a Covered Journey including pre-booked connecting publicly licensed transportation is delayed for at least 6 hours from the time specified in the itinerary supplied to the Person Covered due to
a) strike or industrial action  
b) adverse weather conditions  
c) mechanical failure or breakdown of that aircraft sea vessel or publicly licensed transportation  
d) grounding of an aircraft or sea vessel or any publicly licensed transportation as a result of mechanical or structural defect  

the Association may pay the Member the amounts stated in the Certificate of Entry  

d. Hi-Jack  

If the aircraft or vehicle in which a Person Covered is travelling is hi-jacked during Covered Journey the Association may pay the Member the amounts stated in the Certificate of Entry  

If a Person Covered is the victim of a Hijack the cover provided by this Section Cover Wording will continue for a period not exceeding 12 months from the date of Hijack until such time as the Person Covered has returned to their place of residence  

Hijack shall mean the unlawful seizure or control of an aircraft or conveyance or the crew thereof in which the Person Covered is travelling as a passenger  

e. Rearrangement  

If after departure the Member or a Person Covered is forced to alter pre-booked arrangements in connection with a Covered Journey as a direct result of any cause outside the control of the Member or Person Covered the Association may reimburse the Member for the reasonable additional cost of sustenance travel and accommodation necessarily incurred to enable the Person Covered to continue that Covered Journey less any saving available  

Rearrangement due to Bodily Injury or Sickness of the Person Covered must have the prior approval of the Assistance Company  

f. Domestic Travel Expenses  

If a Person Covered sustains Bodily Injury while on a Covered Journey and requires an in-patient hospital admission within their Country of Domicile the Association may pay up to the amount stated in the Certificate of Entry for all reasonable costs necessarily incurred for:  

the return transportation of the Person Covered to their normal place of residence  
the transportation of the Person Covered to their final resting place within their Country of Domicile in the event of the death of the Person Covered as a result of such Bodily Injury  

g. Replacement Expenses  

The Association may pay up to the amount stated in the Certificate of Entry for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute person to complete the original Person Covered’s Covered Journey if during the Covered Journey any part of the pre-booked travel arrangements are cancelled curtailed or rearranged as a direct result of any cause outside the control of the Member or Person Covered
Sub-Section Exclusions

This Sub-section does not cover

1. any expenses where a Covered Journey is undertaken against the advice of a Qualified Medical Practitioner
2. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description
3. any expenses incurred as a result of disinclination to travel or as a result of financial circumstances
4. the financial failure of any transport or accommodation supplier or any agent or organiser other than the Member
5. any claim in any way caused by or resulting from
   a) Coronavirus disease (COVID-19)
   b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
   c) any mutation or variation of SARS-CoV-2
   d) any fear or threat of a) b) or c) above
Sub-Section 5 – Personal Injury

Definitions applying to the whole of this Sub-Section

Accident shall mean a sudden unexpected unforeseen and identifiable incident

Annual salary shall mean the total annual remuneration excluding payments for overtime commission or bonus payable to the Person Covered at the date of occurrence of Bodily Injury

Coma shall mean the continuous unconsciousness of the Person Covered caused solely and independently by Bodily Injury sustained during the Covered Journey

Face shall mean the front of the human head from the forehead to the chin and ear to ear

Facial Disfigurement means permanent scarring to the Face with a total scar length not less than 3cm

Loss of Limb shall mean permanent total and irrecoverable loss of use by physical separation or otherwise of one or both hands at or above the wrist and/or one or both feet at or above the ankle

Loss of Sight shall mean permanent total and irrecoverable loss of sight

Loss of Speech or Hearing shall mean permanent total and irrecoverable loss of speech or hearing

Paraplegia shall mean the permanent and total paralysis of both lower limbs

Permanent Disability shall mean one or more of the conditions specified under the heading Scale of Benefits

Permanent Total Disablement

1. Where the Person Covered is in gainful employment and is below state retirement age or above 16 years of age Permanent Total Disablement means total and absolute disablement which will entirely prevent the Person Covered from engaging in his/her usual occupation for the remainder of his/her life.

2. Where the Person Covered is not in gainful employment or is above the state retirement age or below 16 years of age Permanent Total Disablement means total and absolute disablement which will entirely prevent the Person Covered from engaging in any and every occupation for the remainder of his/her life.

Quadriplegia shall mean the permanent and total paralysis of all four limbs of the body

COVER

If the Person Covered sustains Bodily Injury whilst on a Covered Journey the Association may compensate the Member up to the amount stated in the applicable Section of the Certificate of Entry

Permanent Disability

The Association may pay a percentage of the amount shown in the Scale of Benefits to the degree of disability up to the maxima shown in the following Scale of Benefits which prescribes the percentage payable for specific Permanent Disablement Injuries
Provided that

1. the total Benefit payable will not exceed 100% of the amount shown in the Scale of Benefits for each Person Covered in respect of any one Accident

2. if Benefit is payable for Loss of or Loss of use of a Limb then benefits for parts of that limb cannot also be claimed

3. if a Permanent Disabling Injury of a Person Covered is provided for by one or a combination of Benefits B to H then that Permanent Disabling Injury will not be considered to be Permanent Total Disablement for the purposes of this Cover Wording notwithstanding that the Permanent Disabling Injury results in the inability to work of the Person Covered

**Scale of Benefits**

A. Permanent Total Disablement - 100%
   (other than by Permanent Disabling Injuries specified in B to H below)

B. Loss of Sight in both eyes total loss of speech or hearing in both ears - 100%

C. Loss of or total loss of use of one or more Limbs - 100%

D. Loss of Sight in one eye - 100%

E. Total loss of hearing in one ear - 25%

F. Total loss of use of
   
   i) back or spine (excluding cervical spine) without cord involvement - 40%
   
   ii) neck or cervical spine without cord involvement - 30%
   
   iii) shoulder elbow or wrist - 25%
   
   iv) hip knee or ankle - 20%

G. Loss of or total loss of use of
   
   i) foot below the level of the ankle (talo tibular joint) - 100%
   
   ii) thumb - 25%
   
   iii) one forefinger or big toe - 15%
   
   iv) any other finger - 10%
   
   v) any other toe - 5%

H. Facial disfigurement – 2%

I. Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment
by the Association of the degree of disability relative to this scale without reference to the occupation of the Person Covered

Disability Assistance
If a Person Covered sustains Bodily Injury during the Covered Journey that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the Association may pay up to the amount stated in the Certificate of Entry for expenses incurred with the Association’s prior written consent for alterations that are required to the Person Covered’s home or car. Provided always that expenses must have been incurred within 12 months of the Member receiving a benefit payment for either Paraplegia or Quadriplegia from the Association

Moving Costs
Where a Person Covered sustains Permanent Total Disablement and the Association agrees to a claim for such disablement the Association may pay up to the amount stated in the Certificate of Entry for estate agent’s fees stamp duty and removal costs incurred by the Person Covered within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence

Retraining Expenses
In the event of a claim being agreed by the Association for Permanent Total Disablement the Association may also pay up to the amount stated in the Certificate of Entry for reasonable expenses incurred in retraining any Person Covered for an alternative occupation.

Coma Benefit
In the event of the continuous unconsciousness of the Person Covered caused solely and independently by Bodily Injury sustained during the Covered Journey the Association may pay up to the amount stated in the Certificate of Entry for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

EXTENSIONS
Disappearance - If during a Covered Journey the Person Covered disappears and after twelve months it is reasonable to believe such Person Covered has died as a direct result of Bodily Injury caused by an Accident then compensation under Benefit (a) of the Schedule may become payable subject to a signed undertaking that if the Person Covered is subsequently found to be alive the compensation paid will be refunded to the Association

Exposure - If during a Covered Journey the Person Covered sustains Bodily Injury as a direct result of unavoidable exposure to the elements then compensation may become payable under Benefit a) - f) of the Schedule

CONDITIONS
1. Compensation may be payable in respect of either Death or Permanent Disabling Injuries but not both in respect of all Bodily Injury sustained by a Person Covered arising from any one Event

2. If Death is not covered the Association will not be liable to pay any compensation in respect of Permanent Disabling Injuries should the Person Covered’s death occur within thirteen weeks of the Accident causing the Bodily Injury

3. Any contributory degenerative condition or disability known by the Person Covered or their parent or guardian to be in existence at the time of sustaining Bodily Injury will be taken into account by the Association in assessing benefits payable in respect of Death or Permanent Disabling Injury
EXCLUSIONS

The Association shall not be liable to pay compensation:-

1. in respect of Bodily Injury which arises directly or indirectly from or in connection with or is aggravated by:-
   a) Work Related Upper Limb Disorder or any gradually operating cause
   b) a Person Covered’s
      i) own criminal act
      ii) taking part in civil commotion or riot
      iii) committing or attempting to commit suicide or intentional self injury
      iv) deliberate exposure to needless danger (except in an attempt to save human life)
      v) use of intoxicating liquor or drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction) solvent abuse or alcoholism
   c) a Person Covered engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
   d) a Person Covered engaging in air travel other than as a passenger

2. any expenses incurred if a Person Covered is travelling or intending to travel against the advice of a qualified medical practitioner or for the purpose of obtaining medical treatment or medical advice
Sub-Section 6 – Personal Liability

COVER

The Association may indemnify a Person Covered against legal liability for damages in respect of
1. accidental Bodily Injury to any person
2. accidental loss of or damage to tangible property

happening during a Covered Journey

The Association may also pay
1. all costs and expenses recoverable by a claimant from the Person Covered
2. all costs and expenses incurred with the written consent of the Association
3. solicitors’ fees for representation at any coroner’s inquest or fatal accident enquiry or in any Court of Summary Jurisdiction

CONDITIONS

No admission offer promise payment or indemnity shall be made without the written consent of the Association who shall be entitled to take over and conduct in the Person Covered’s name the defence or settlement of any claim or to prosecute in the Person Covered’s name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Person Covered shall give all information and assistance as the Association may require. Every letter claim writ summons and process shall be forwarded to the Association immediately on receipt. Written notice shall also be given to the Association immediately the Person Covered shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

The Association may at any time pay to the Person Covered in connection with any claim or series of claims the Limit shown in the Certificate of Entry (after deduction of any sum(s) already paid) or any lesser amount for which such claim(s) can be settled and upon such payment being made the Association shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

EXCLUSIONS

This sub-section does not cover liability

1. for Bodily Injury sustained or Sickness contracted by
   a) the Person Covered or any member of the Person Covered’s family
   b) any person who is under a contract of service with the Person Covered and which arises out of and in the course of such person’s employment with the Person Covered

2. for loss or damage to property owned by or in the care custody or control of the Person Covered his or her family the servants or agents or employees of the Member or Person Covered

3. arising out of the possession ownership or use of any land or buildings (other than temporary rented accommodation) or out of the ownership of any animal
4. arising out of possession ownership or use of any mechanically propelled vehicle aircraft hovercraft or...
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watercraft

5. arising from the Person Covered's criminal willful or malicious act or omission or his or her being under the influence of intoxicating liquor or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered qualified medical practitioner other than for drug addiction)

6. arising out of the Person Covered's trade business or profession

7. attaching to the Person Covered by reason of any express term of any contract unless such liability would have attached to the Person Covered notwithstanding such term

8. for which indemnity is provided under any other contract in the name of either the Member or the Person Covered.

SPECIAL CONDITION

In respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country

a) the liability of the Association under this Section in respect of all damages payable together with all costs and expenses shall not exceed the Limit of Liability in the Certificate of Entry

b) regardless of any of the other provisions of this Section this cover does not apply to punitive or exemplary damages

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Sub-Section 7 – Political Evacuation

COVER

If during a Covered Journey the Person Covered receives Formal Advice to leave the country in which they are currently working or studying the Association may reimburse the Member up to the amount stated in the Certificate of Entry for Evacuation Costs necessarily incurred to enable the Person Covered to reach the nearest place of safety or to return to the Person Covered’s Country of Domicile.

Evacuation Costs shall mean all reasonable expenses incurred for transportation to the nearest place of safety for continuation of the Covered Journey or for repatriation to the Person Covered’s Country of Domicile.

Formal Advice shall mean a formal recommendation from the Foreign & Commonwealth Office (or equivalent authority) for the Person Covered to leave the country or where the Person Covered is expelled or declared persona non-grata by the country.

CONDITIONS

1. Evacuation must occur within 10 days of any such event.

2. Coverage will apply to the most appropriate and economical means consistent under the circumstances with your health & safety. Evacuation costs will be paid once per Person Covered per occurrence. In the event this benefit is needed arrangements must be made by the Assistance Company.

EXCLUSIONS

The Association shall not be liable to pay compensation in respect of:-

1. Losses recoverable under any other indemnity through an employer or from any other source.

2. Losses arising from or attributable to

   a) dishonest or criminal acts committed or attempted by the Person Covered
   b) alleged violation of the laws of the host country unless the Association determines such allegations to be fraudulent or
   c) failure to maintain required documents or visas

3. Losses attributable to

   a) debt insolvency commercial failure or the repossession of any property
   b) Person Covered’s non-compliance with a contract or license or
   c) implementation of legally contributed exchange rates

4. Losses due to liability assumed by the Person Covered under any contract.

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