

Definitions

Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown on the **Schedule**.

Aircraft Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

Baggage

Any item of clothing or any article belonging to the **Insured Person** or **the Insured** but not **Money**.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

Business of the Insured

The business of **the Insured** as shown in the **Schedule**.

Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured** that forms part of the **Declared Travel Pattern**.

Clause

Any addition, variation or alteration to the terms of this **Policy**.

Computer Equipment

Computers and associated audio, visual, video projection, printing or other similar equipment (including data and disks) used solely or partly for business purposes.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause **Illness** and/or disablement and/or **Death**.

Contamination by Terrorism Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by **the Insured** to **the Insurer** before the inception of cover or the renewal of cover.

Directors

The registered company director of **the Insured**, and any other persons agreed with **the Insurer** in writing to be treated as a director under this **Section**.

Employee

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

Europe

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Event Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** not involving air travel.

Excess

The amount of each and every claim that **the Insured** or, as applicable, the **Insured Person**, must pay as shown in the **Scale(s) of Compensation** on the **Schedule**.

Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

Hospital

Any National Health Service Trust or registered private Hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

Illness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

Insured Person

Those persons specified in the **Schedule** as being Insured Persons.

Insured Trip

- Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured**

and

- any other journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) with the permission of **the Insured**

that forms part of the **Declared Travel Pattern**.

Kidnapped/Taken Hostage

The unlawful taking and holding captive of an **Insured Person**.

Loss

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Money

Cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons which have a distinct monetary value and are intended for travel, meals, accommodation and personal expenditure only.

Non-Scheduled Air Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

Operative Times of Cover

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule** by reference to the terms in this **Section**.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

Spouse

The spouse, partner or civil partner of the **Insured Person** with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse, partner or civil partner.

Strike or Industrial Action

Any form of industrial action, whether or not organised by a trade union which is carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Terrorism

An act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic 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.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

War

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Operative Times of Cover

- **Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first. Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

- **Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **Travel in the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors** of the **Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **Travel outside the United Kingdom**

On a **Business Trip** for **Insured Persons** and **Insured Trip** for **Directors** of the **Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first. Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

- **All Travel in the United Kingdom**

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **All Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom**, whichever is the last, until return to place of residence or place of work in the **United Kingdom**, whichever is the first.

Part 2 Emergency Medical and Other Expenses

Cover

If an **Insured Person** is injured or becomes ill outside the **United Kingdom** (or their normal country of residence if different) during an **Insured Trip** the **Insurer** will reimburse **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) for additional costs necessarily incurred by **the Insured** following the death, injury or illness of an **Insured Person** for:-

a. Medical Expenses outside the United Kingdom

All costs necessarily incurred outside the **United Kingdom** (or outside of the normal country of residence of the **Insured Person** if different) as a result of the injury or illness of an **Insured Person** for reasonable costs for:-

- i. medical, hospital, surgical, remedial or diagnostic treatment
- ii. attention given or prescribed by a registered medical practitioner or nursing home
- iii. ambulance fees
- iv. dental and optical treatment provided that such treatment is necessarily incurred by reason of a medical, dental or optical emergency.

b. Continued Medical Expenses inside the United Kingdom

Medical expenses necessarily incurred, and not otherwise available from the National Health Service, by an **Insured Person** in the **United Kingdom** within 6 months from the date of return from an **Insured Trip** during which a claim under this **Section** of the **Policy** for the same continuing injury or illness has been accepted by **the Insurer** up to but not exceeding £20,000 any one **Loss** provided that **the Insurer's** written approval is obtained before any expenses are incurred

c. Emergency Travel Expenses

Additional costs necessarily incurred following the death, injury or illness of an **Insured Person** for the:

i. Repatriation Costs

The cost of repatriation of an **Insured Person** when in the opinion of the doctor in attendance and **the Insurer's** medical advisers, **the Insured Person** is fit to travel.

ii. Attendants Travel Expenses

Travel and accommodation expenses of up to two relatives or friends of an **Insured Person**, or a qualified nurse, who on medical advice is required to travel or remain with the **Insured Person** for the remainder of the **Insured Trip** to escort the **Insured Person** to his or her residence and/or work place as appropriate.

iii. Overseas Funeral Expenses

Expenses for the burial or cremation of the **Insured Person** outside the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different).

iv. Body Transportation Costs

Transportation costs for the carriage of the body or ashes and the personal effects of the **Insured Person** back to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) or at **the Insurer's** discretion, to any other country as requested by the **Insured Person's** immediate family or Legal Representatives (but not the cost of burial or cremation).

v. Immediate Family Emergency

Travel expenses in respect of returning an **Insured Person** to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different) to attend the funeral or otherwise in the event of death or critical illness of any member of the **Insured Person's** immediate family provided that the death occurred after and could not have been foreseen at the time of commencement of the **Insured Trip**.

vi. Immediate Family's Travel Expenses

Travel expenses in respect of any member of the **Insured Person's** immediate family who is travelling with the **Insured Person** in returning to the **United Kingdom** (or the **Insured Person's** normal country of residence if different) in the event of the **Insured Person** being medically repatriated.

The most **the Insurer** will pay for any one **Loss** under Part 2 of this **Section** of the **Policy** is such expenses for up to two years from the date of injury or commencement of **Illness** up to the **Sum Insured** shown in the **Schedule** less the deduction of any **Excess**, provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) must first contact the Emergency Medical Assistance Service (as detailed overleaf) for advice and assistance to be taken prior to incurring any costs.

Failure to seek such prior advice and assistance may result in **the Insurer** declining to pay for any costs incurred.

Overseas Hospitalisation Benefit

If as a result of having sustained **Accidental Bodily Injury** or contracted **Illness** during the **Period of Insurance** and **Operative time of Cover** an **Insured Person** is admitted to **Hospital** outside the **United Kingdom** as an in-patient for a continuous period of not less than 24 hours on the recommendation of:-

- a. the **Insured Person's** general practitioner
- b. a doctor attached to the **Hospital**

the Insurer will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) the following amounts in addition to any other benefits payable in respect of the **Insured Person**.

1. In-Patient Benefit

£50 for each full 24 hour period which the **Insured Person** spends in **Hospital** as an in-patient.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

2. Convalescence Benefit

£50 for each full 24-hour period of convalescence during which the **Insured Person** is confined to his or her home or a registered nursing home on the recommendation of a doctor upon discharge following a period of **Hospitalisation**.

The maximum total amount payable is £1,000 in respect of any one **Insured Person**.

Emergency Medical Assistance Service

The Emergency Medical Assistance Service is operated by a specialist emergency assistance organisation whose details are advised to **the Insured** on a medical assistance card issued by **the Insurer**. **The Insured** shall where appropriate communicate these details to the **Insured Person**.

The Emergency Medical Assistance Service will advise on, and where appropriate arrange, all medical treatment, travel and accommodation covered under Part 2 Emergency Medical and Other Expenses.

The Emergency Medical Assistance Service will deal with enquiries and will ensure that where necessary:

1. the hospital is contacted and any necessary fees guaranteed
2. multi-lingual staff are used to converse with doctors and the hospital overseas in their own language
3. medical advisers are consulted at the outset for their views on the possibility of arranging repatriation and the best method of transportation to be adopted. Whenever necessary the patient will be escorted by a medical attendant

4. assistance is provided upon arrival in the **United Kingdom** (or the **Insured Person's** normal country of residence if different)
5. arrangements are made for the **Insured Person** to travel home and for the outward and return journeys for the next of kin to a sick or injured **Insured Person**

provided that medical treatment, travel and/or accommodation has been arranged by the Emergency Medical Assistance Service **the Insurer** will pay all costs covered under this **Section** incurred on behalf of the **Insured Person** or **the Insured**.

Policyholder Helplines

These added value services are provided as automatic benefits under your policy and are administered by FirstAssist Services Ltd on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting FirstAssist on the telephone numbers provided alongside each service.

Pre-travel Helpline

Tel 0208 763 4809

Planning a business trip to a country can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

Emergency Medical Assistance Service

Tel +44 (0)208 763 4810

In the event of an emergency our dedicated assistance provider is on hand 24 hours a day, 365 days a year. It does not matter how small the emergency is they will be there to help.

This includes advice and assistance for:-

- Loss of passport and travel documents
- Lost luggage
- Stolen and lost credit cards
- Referral to English speaking lawyers
- Medical treatment for illness or accident

In the event of an employee suffering an illness or accident, there are medical professionals who will take control and manage the process.

Their services include:

- Multi-lingual medical staff to converse with doctors and hospital overseas
- Contacting the hospital and dealing with any necessary fees covered under the policy
- Arranging for loved ones to visit
- Evacuation or repatriation with a qualified medical escort if medically advised

Advice before you travel

The Insured or **Insured Person's** may also choose to consider the following services which are totally independent of and are not part of this policy:

Foreign & Commonwealth Office Travel Advice

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations.

It is strongly recommended that **the Insured** consults the travel advice section of the Foreign & Commonwealth Office website (fco.gov.uk) before allowing an **Insured Person** to travel.

European Health Insurance Card (EHIC)

An EHIC entitles a person to reduced-cost, sometimes free, medical treatment that becomes necessary while they are in a European Economic Area (EEA) country or Switzerland.

The EEA consists of all European Union (EU) countries plus Iceland, Lichenstein and Norway. Switzerland applies the EHIC through an agreement with the EU.

Subject to restrictions, people who are ordinarily resident in the UK are entitled to an EHIC.

A person can apply for an EHIC:

- a. by phone on 0845 606 2030
- b. by post using an EHIC form available from the Post Office
- c. on-line at www.ehic.org.uk

Part 3 Cancellation and Curtailment

Cover

If an **Insured Trip** during the **Period of Insurance** and **Operative Time of Cover** is unavoidably cancelled or curtailed as a result of:

- a. any cause outside the control of **the Insured** and/or the **Insured Person**
- b. a companion or family member with whom the **Insured Person** is travelling becoming totally disabled by **Accidental Bodily Injury** or **Illness** occurring during the **Insured Trip** where the disablement is such that on the advice of a registered medical practitioner the travelling companion or family member must return to the **United Kingdom** (or to the normal country of residence of the **Insured Person** if different), immediately and without delay

and as a result the **Insured Person's** original journey plans are rearranged **the Insurer** will reimburse **the Insured** or **Insured Person's** for all non-recoverable deposits advance payments and other charges paid or due to be paid by **the Insured** or the **Insured Person** for travel and/or accommodation of the **Insured Person** in connection with the cancelled **Insured Trip** up to the **Sum Insured** shown in the **Schedule**.

Replacement Personnel Expenses

If an **Insured Person** suffers **Accidental Bodily Injury** or contracts **Illness** during the **Period of Insurance** and **Operative Time of Cover** which for medical reasons causes the **Insured Person** to be unable to continue a **Business Trip** **the Insurer** will reimburse **the Insured** for any transport and accommodation costs which **the Insured** necessarily incurs in sending one or more persons to replace the original **Insured Person(s)** in order to carry out and complete the original purpose of the original **Business Trip** provided that:

- a. **the Insured** or **Insured Person** do not incur any unnecessary costs
- b. the deployment of a replacement person or persons is a business necessity.

The maximum total amount payable is the **Sum Insured** shown in Part 3 Cancellation and Curtailment in the **Schedule** in respect of any one **Insured Person** for any one **Business Trip**.

Delayed Departure

If on an **Insured Trip** the **Insured Person** is delayed beyond the published departure time of the:

- a. aircraft
- b. sea vessel
- c. train

in which they are booked to travel during the **Period of Insurance** and **Operative Time of Cover** **the Insurer** will pay **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) the amount shown below:-

- £30.00 after the first 4 hours delay
- £30.00 for each subsequent full hour of delay

provided that the:

1. **Insured Person** checks in at the airport or port or other departure point designated by the relevant travel provider not later than the latest check in time indicated by the travel provider
2. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
3. **Insured** or **Insured Person** obtains written confirmation from the travel provider of the extent of and reason for any delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.

The maximum amount payable is £750 in respect of any one **Insured Person**.

Missed International Connection/Missed Departure

If the aircraft, sea vessel or train in which the **Insured Person** is travelling fails to:

- a. get them to the departure point on time to take the first aircraft, sea vessel or train to commence an **Insured Trip** outside of the **United Kingdom**
- b. arrives at its destination outside the **United Kingdom** at the published expected time of arrival which results in the **Insured Person** arriving too late to board an onward connecting aircraft, sea vessel or train on which they are booked to travel

during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will reimburse the **Insured** or **Insured Person** for any costs reasonably and necessarily incurred for additional travel, accommodation or refreshments up to the maximum amount of £500.00

provided that the:

1. published expected time of arrival of the original aircraft, sea vessel or train on which the **Insured Person** is travelling at its destination airport or port must be sufficiently early to allow the **Insured Person** a reasonable expectation of checking in for the onward connecting transportation at least 45 minutes prior to the latest time permitted by the relevant operator for check in.
2. **Insured** or **Insured Person** obtains in writing the actual time of arrival of the aircraft or sea vessel or train at its destination from the airline company or sea vessel operator or train operator on the first section of the journey, and written confirmation from the connecting airline company or sea vessel operator or train operator that the connection has been missed because of the late arrival of the aircraft or sea vessel or train.
3. **Insured Person** accepts alternative equivalent means of travel if this is offered by the travel provider within the period of delay
4. **Strike or Industrial Action** affecting travel services was not in progress or had not been publicly threatened and/or publicly announced at the time of booking the **Insured Trip**.

Part 4 Baggage and Money

Cover

If the **Baggage** or **Money** of an **Insured Person** is permanently lost, stolen or damaged during the **Period of Insurance** and **Operative Time of Cover**, **the Insurer** will at its sole option either pay to **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) the cost of replacement of such **Baggage** and/or **Money** or in the case of lost or stolen **Baggage** provide a replacement article up to the **sum insured** in the **Schedule** less the deduction of any **Excess** amount shown in the **Schedule** provided that:-

1. if **Baggage** or **Money** of an **Insured Person** is lost or stolen, **the Insured** or **Insured Person** must, as soon as possible and in any event within 48 hours of the **Loss** or theft being discovered, notify the loss to the Police or other appropriate authorities and obtain a written loss report from them (in the case of an airline **the Insured** or **Insured Person** will need to obtain a Property Irregularity Report)
2. **the Insured** (in the case of a **Business Trip**) or the **Insured Person** (if otherwise) provides **the Insurer** with evidence which substantiates the claim to **the Insurers** satisfaction which may include receipts or loss report forms for the lost or stolen **Baggage** or **Money**.

The maximum amount payable is:-

- a. the **Sum Insured** shown in Part 4 of the **Schedule** in respect of any one **Insured Person** for any one **Insured Trip**.
- b. £1500 for any one item of **Baggage**
- c. the **Sum Insured** shown in the **Schedule** for **Loss of Money**.

Pre-Journey and Post-Journey Money Cover

This **Policy** extends to include **Money** lost or stolen within the 72-hour periods immediately prior to and immediately following an **Insured Trip** provided that such **Money** has been obtained by the **Insured Person** specifically for the purposes of undertaking the **Insured Trip** and is in the custody and control of the **Insured Person**.

Pre-Journey Loss of Passport

If the passport and/or visa of an **Insured Person** is stolen within the 7-day period immediately prior to the planned departure date of an **Insured Trip**, provided that **the Insured** or **Insured Person** reports the theft to the Police, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £250 any one **Loss**.

Loss of Passport during a Journey

If the passport and/or visa of an **Insured Person** is lost, stolen, damaged or otherwise becomes void during the course of an **Insured Trip** other than as a result of the expiry date of the passport and/or visa having passed, **the Insurer** will reimburse **the Insured** or **Insured Person** for any travel and accommodation costs reasonably and necessarily incurred in travelling to the nearest issuing office to obtain replacement documents for the **Insured Person** including any charges levied by the issuing office for the replacement documents.

The maximum amount payable is £1,000 in respect of any one **Loss**.

Temporary Deprivation of Baggage

If during an **Insured Trip** an **Insured Person** is temporarily deprived of **Baggage** for reasons outside of their control for a period of more than four hours, **the Insurer** will reimburse **the Insured** or **Insured Person** for the cost necessarily incurred for emergency essential purchases. Such payment made under this extension will be deducted from any lost/stolen **Baggage** payment for the same **Loss**.

The maximum amount payable is £1,000 in respect of any one **Loss**.

Fraudulent Use of Credit Cards

If the **Insured Person** sustains financial loss as a direct result of a credit/charge/debit/bankers card being lost or stolen during an **Insured Trip** and it being fraudulently used by anyone other than the **Insured Person** the **Insurer** will pay either:

- a. **the Insured** an amount equivalent to such loss provided that **the Insured** had at the time of the **Loss** an obligation to the **Insured Person** to reimburse them for such loss and has so reimbursed them;
- or
- b. the **Insured Person** an amount equivalent to such loss

provided that the terms and conditions under which such card has been issued have been fully complied with.

The maximum amount payable is £1,000 in respect of any one **Insured Trip**.

Part 5 Personal Liability

Cover

The Insurer will pay the **Insured Person** the amount of any damages or other costs or expenses which the **Insured Person** on an **Insured Trip** becomes legally liable to pay as a result of the **Insured Person** causing death or bodily injury to third parties, or accidental loss of or damage to their property during the **Period of Insurance** and **Operative Time of Cover** up to the limit of indemnity shown in the **Schedule** in respect of any one **Loss** provided that:-

1. **the Insured** or the **Insured Person** must give immediate notice to **the Insurer** of any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy** even if no notice of impending prosecution, inquest or inquiry has been issued to **the Insured** or **Insured Person**. **The Insured** or **Insured Person** must notify **the Insurer** immediately in writing if any notice of prosecution, inquest or inquiry is received by **the Insured** or **Insured Person**.
2. **the Insured** or **Insured Person** must provide **the Insurer** with all information or documentation that **the Insurer** requests in connection with any occurrence which may result in a claim under Part 5 of this **Section** of the **Policy**.
3. **the Insured** or **Insured Person** must forward to **the Insurer** every letter, writ or summons received by the **Insured Person** or **the Insured** in connection with any occurrence that is or may be the subject of a claim under Part 5 of this **Section** of the **Policy** immediately it is received.
4. **the Insured** or **Insured Person** must not make any admission of liability, offer or promise or payment without **the Insurer's** specific written consent.
5. **the Insurer** is able at its discretion to take over the **Insured Person's** rights and conduct the defence or settlement of any claim in the name of the **Insured Person** and **the Insurer** is able to prosecute any other persons at its own expense and for its own benefit and the **Insured Person** gives **the Insurer** all information and assistance as the Insurer may require.
6. **the Insurer** may at any time and at its sole discretion pay to **the Insured** an amount equal to the Limit of Indemnity shown in Part 5 of the **Schedule** or any lower amount for which any claim or claims can be settled and in that event **the Insurer** will not be under any further liability.

Part 6 Legal Expenses

Cover

Allianz Legal Protection will pay the **Legal Costs** of the **Insured Person** taking legal action as a result of an **Insured Event**. The **Insured Event** must happen during the course of a **Journey** within the **Territorial Limits** and any legal action must be brought within the **Territorial Limits**.

Making a Claim under Part 6

To make a claim under Part 6, the **Insured Person** should telephone **Allianz Legal Protection** on 0870 241 4140 and quote Master Policy Number 34445. **Allianz Legal Protection** will send a claim form to the **Insured Person** who must complete the claim form and send it back to **Allianz Legal Protection** at Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol, BS32 4QW, United Kingdom.

Allianz Legal Protection will contact the **Insured Person** once **Allianz Legal Protection** has received the claim form. The **Insured Person** must not appoint a solicitor.

If the **Insured Person** has already seen a solicitor before **Allianz Legal Protection** has accepted the **Insured Person's** claim, **Allianz Legal Protection** will not pay any fees or other expenses that the **Insured Person** has incurred. If the **Insured Person's** claim is covered, **Allianz Legal Protection** will appoint the **Legal Representative** that they have agreed to in the **Insured Person's** name and on the **Insured Person's** behalf and will only start to cover the **Legal Costs** from the time **Allianz Legal Protection** has accepted the claim and appointed the **Legal Representative**.

Overseas Legal Advice

If an **Insured Event** happens outside the **United Kingdom**, within the **Territorial Limits**, and the **Insured Person** needs legal advice before he or she returns to the **United Kingdom**, he or she can call **Allianz Legal Protection**.

When calling from outside the **United Kingdom**, the **Insured Person** must remember to use the appropriate international dialling code, depending on which country he or she is calling from.

Definitions that only apply to Part 6 Legal Expenses

Allianz Legal Protection

Allianz Legal Protection, part of **the Insurer**. Their address is:

Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom.

Limit of Indemnity

The most **Allianz Legal Protection** will pay for all **Legal Costs** for all claims arising from one **Insured Event** is £50,000.

Territorial Limits

The **United Kingdom** and **Europe** including Madeira, the Canary Islands and countries bordering the Mediterranean other than Jordan, Libya, Syria, Israel, Egypt and Lebanon.

Insured Event

A sudden and specific event that causes death or bodily injury to an **Insured Person**.

Legal Representative

The solicitor or other person appointed with **Allianz Legal Protection's** agreement under this **Policy** to represent the **Insured Person**.

At any time before **Allianz Legal Protection** agree that legal proceedings need to be issued, **Allianz Legal Protection** will choose the **Legal Representative**. The **Legal Representative** that **Allianz Legal Protection** choose will be one of **Allianz Legal Protection's** approved specialist solicitors.

The **Insured Person** can only choose the **Legal Representative** if **Allianz Legal Protection** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send his or her name to **Allianz Legal Protection**. If **Allianz Legal Protection** agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **Allianz Legal Protection** would have appointed one of **Allianz Legal Protection's** approved specialist solicitors. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of Part 6.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

Legal Costs

1. The professional fees and expenses reasonably and properly charged by the **Legal Representative**, up to the standard rates set by the courts, which cannot be recovered from the **Insured Person's** opponent.
2. The **Insured Person's** opponents Legal Costs which the **Insured Person** is ordered to pay by a court or tribunal.

Allianz Legal Protection will only pay **Legal Costs** which **Allianz Legal Protection** consider are necessary and in proportion to the value of the **Insured Person** claim.

Allianz Legal Protection will only start to cover Legal Costs from the time **Allianz Legal Protection** has accepted the claim and appointed the **Legal Representative**.

Journey

Any period during which an **Insured Person** is away from his or her normal place of work, as long as

1. The **Insured Person** is away for at least 24 hours.
2. The **Insured Person** is away in connection with the **Business of the Insured**.
3. It is within the **Period of Insurance** and within the **Territorial Limits**.

Exclusions that only apply to Part 6 Legal Expenses

Alliance Legal Protection will not pay for the following:

1. Any amount of money that the **Insured Person** agrees to or has to pay to any **Legal Representative** out of any compensation or damages that the **Insured Person** receives.
2. Any claim relating to an **Insured Person** who does not normally live in the **United Kingdom**.
3. Any claim relating to the **Insured Person** driving a motor vehicle.
4. Any claim relating to medical treatment.

5. Any costs incurred before **Allianz Legal Protection** have accepted the **Insured Person's** claim in writing.
6. Any **Legal Costs Allianz Legal Protection** has not agreed to in writing.
7. Any fines or penalties.
8. Disputes between the **Insured Person** and:
 - any other person covered by this **Policy**;
 - someone the **Insured Person** lives with or has lived with;
 - **the Insured**; or
 - **Allianz Legal Protection**.
9. Any claim which happens because the **Insured Person** has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
10. An application for a judicial review.
11. Any dispute to do with written or verbal remarks which damage the **Insured Person's** reputation.
12. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
13. Any **Legal Costs** covered by another insurance **Policy**.
14. Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
15. Claims arising from war, invasion, riot, revolution, **Terrorism** or a similar event.
16. Any VAT which the **Insured Person** can get back from elsewhere.

Special Conditions that only apply to Part 6 Legal Expenses

If the **Insured Person** does not keep to the following conditions, **Allianz Legal Protection** will have the right to cancel Part 6 of this **Section**, refuse any claim and withdraw from the current claim.

1. The **Insured Person** must do the following
 - a. Report any claim to **Allianz Legal Protection** and not to any other person or organisation. Give **Allianz Legal Protection** written details of the claim along with any other supporting information **Allianz Legal Protection** ask for.
 - b. Make any claim within six months of the date of the **Insured Event**.
 - c. Not appoint a **Legal Representative**.
 - d. Follow the **Legal Representative's** advice and provide any information he or she asks for.
 - e. Take every step to get **Legal Costs** back and pay them to **Allianz Legal Protection**.
 - f. Get **Allianz Legal Protection's** written permission before making an appeal.
 - g. Make sure that the **Legal Representative** keeps to all parts of Condition 2 below.

2. The **Legal Representative** must do the following
 - a. Get **Allianz Legal Protection's** written permission before instructing a barrister or expert witness.
 - b. Tell **Allianz Legal Protection** if, at any stage, there is no longer a reasonable chance of successfully getting damages back or getting any other solution.
 - c. Tell **Allianz Legal Protection** straight away if the **Insured Person** or other party makes a payment into a court or any offer to settle the matter.
 - d. Report the result of the claim to **Allianz Legal Protection** when it is finished.
3. **Allianz Legal Protection** will have the right to do the following
 - a. Take over and conduct, in the **Insured Person's** name, any claim or proceedings.
 - b. Settle a claim by paying the amount in dispute.
 - c. Appoint the **Legal Representative** in the **Insured Person's** name and on the **Insured Person's** behalf.
 - d. Have any legal bill audited or assessed.
 - e. Contact the **Legal Representative** at any time, and have access to all statements, opinions and reports relating to the claim.
 - f. End the **Insured Person's** cover if, during the course of the claim, **Allianz Legal Protection** think there is no longer a reasonable chance of success. If the **Insured Person** continues the claim and gets a better settlement than **Allianz Legal Protection** expected, **Allianz Legal Protection** will pay his or her reasonable **Legal Costs**.
 - g. Settle the **Legal Costs** covered by Part 6 of this **Section** at the end of the claim.
 - h. End the **Insured Person's** cover and to recover any costs from the **Insured Person** which **Allianz Legal Protection** has already paid if the **Insured Person** withdraws their instructions to the **Legal Representative** without **Allianz Legal Protection's** agreement.
4. At any time before **Allianz Legal Protection** agree that legal proceedings need to be issued, **Allianz Legal Protection** will choose the **Legal Representative**. The **Legal Representative** that **Allianz Legal Protection** choose will be one of **Allianz Legal Protection's** approved specialist solicitors. The **Insured Person** can only choose the **Legal Representative** if **Allianz Legal Protection** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **Legal Representative** cannot act for the **Insured Person**. The **Insured Person** must send his or her name to **Allianz Legal Protection**. If **Allianz Legal Protection** agree to appoint a **Legal Representative** that the **Insured Person** chooses, he or she will be appointed on the same terms as **Allianz Legal Protection** would have appointed one of **Allianz Legal Protection's** approved specialist solicitors. **Allianz Legal Protection** may decide not to accept the **Insured Person's** choice of **Legal Representative**. If **Allianz Legal Protection** do not agree with the **Insured Person's** choice, the matter will be settled using the procedure in condition 6 of Part 6.

When choosing the **Legal Representative**, the **Insured Person** must remember the **Insured Person's** duty to keep the **Legal Costs** of any legal proceedings as low as possible.

5. Every notice which needs to be given under Part 6 of this **Section** must be given in writing. If the **Insured Person** gives **Allianz Legal Protection** notice, he or she must send it to **Allianz Legal Protection** at:
Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol, BS32 4QW, United Kingdom.
If **Allianz Legal Protection** gives the **Insured Person** notice, **Allianz Legal Protection** must send it to his or her last known address.

6. If there is a dispute between the **Insured Person** and **Allianz Legal Protection**, the matter may be referred to an arbitrator, who the **Insured Person** and **Allianz Legal Protection** agree to. If **Allianz Legal Protection** and the **Insured Person** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the **Insured Person** or **Allianz Legal Protection**, the arbitrator will decide how the **Insured Person** and **Allianz Legal Protection** will share the costs.

7. **Allianz Legal Protection** does not have to keep to any agreement between the **Insured Person** and the **Legal Representative** or the **Insured Person** and any other person or organisation.
8. **Allianz Legal Protection** or the **Insured** may cancel Part 6 of this **Section** of the **Policy** by giving 30 days notice. If the **Insured** cancels Part 6 of this **Section** of the **Policy** during this time, the **Insured** will not be entitled to a refund of the money the **Insured** has paid. If **Allianz Legal Protection** cancel Part 6 of this **Section** of the **Policy** during this time, **Allianz Legal Protection** will refund any amount the **Insured** has paid for the rest of the **Period of Insurance**, as long as any **Insured Person** has not made a claim.

No **Insured Person** can make a claim for an event which occurred after the date Part 6 of this **Section** of the **Policy** was cancelled, but cancelling Part 6 of this **Section** of the **Policy** will not affect an **Insured Person's** right to claim for an event which occurred before the date Part 6 of this **Section** of the **Policy** was cancelled.

Every notice to cancel Part 6 of this **Section** of the **Policy** must be given in writing by recorded delivery. If the **Insured** gives **Allianz Legal Protection** notice to cancel Part 6 of this **Section** of the **Policy**, the **Insured** must send it to **Allianz Legal Protection's** address. If **Allianz Legal Protection** give the **Insured** notice, **Allianz Legal Protection** will send it to the **Insured's** last known address. The **Insured** will notify all **Insured Person's** of such cancellation.

Part 7 Hijack and Kidnap

Cover

If on an **Insured Trip** the **Insured Person** is the victim of **Hijack, Kidnap** or is **Taken Hostage** during the **Period of Insurance** and **Operative Time of Cover** the **Insurer** will pay **the Insured** (in the case of a **Business Trip**) or **Insured Person** (if otherwise) £300 or the amount shown on the **Schedule**, whichever the greater, for each complete 24 hour period that the **Insured Person** is held.

The maximum amount payable is £15,000 in respect of any one **Loss**.

Exclusions

This part of the **Section** provides details of all Exclusions. Exclusions applicable to all parts of the **Section** are listed first, followed by Exclusions applicable to each individual part of the **Section**. There are also additional Exclusions applicable to Part 6 Legal Expenses which are detailed within this **Section**.

This **Section** does not cover:

Any claim arising out of or consequent upon or contributed to directly or indirectly by:-

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. the **Insured Person**
 - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
 - b. serving in the Armed Forces of any Nation or International Authority
 - c. committing suicide, attempted suicide or intentional self-injury
 - d. participating in off-piste winter sports.
3. **War** (whether declared or not):
 - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America)

and/or

- b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

In respect of Part 6 Exclusion 3 is replaced by Exclusion 15 as noted in Part 6.

4. ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
6. The following Exclusion applies to any **Loss** in excess of the **Contamination by Terrorism Accumulation Limit** shown in the **Schedule**.

Claims are not payable as a result of any event directly or indirectly arising out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.
7. Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.

8. Any claim in excess of:-
 - a. £25 million
 - b. the **Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit**
 - c. **Contamination by Terrorism Accumulation Limit**
 whichever shall be the lower.

9. Any claim under Part 2 of this **Section**:-
 - a. where an **Insured Person** is travelling:-
 - i. against the advice of a registered medical practitioner
 - ii. for the specific purpose of receiving medical treatment or advice.
 - b. in the last month prior to the most recently advised expected date of delivery as a result of the **Insured Person** being pregnant or giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c. for cosmetic treatment unless agreed by **the Insurer** and necessary as a result of **Accidental Bodily Injury**
 - d. for costs of medication known by the **Insured Person** to be required or continued whilst on the **Insured Trip**
 - e. costs of private medical care in the **United Kingdom** or country of residence unless covered by Continued Medical Expenses in the **United Kingdom** under Part 2.

10. Any claim under Part 3 of this **Section** in respect of:
 - a. disinclination of the **Insured Person** or companion or family member to travel
 - b. **Insured Person** or family member or companion who accompanies the **Insured Person**:-
 - i. travelling or planning to travel against the advice of a registered medical practitioner
 - ii. being pregnant where the cancellation, curtailment or re-arrangement occurs the last month of the most recently advised expected date of delivery for such person giving birth (unless disability arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth)
 - c. Cancellation or rescheduling of the intended purpose of the **Insured Trip**
 - d. Redundancy or the termination of employment of the **Insured Person**
 - e. **the Insured** or **Insured Person's** financial circumstances
 - f. default of any provider (or their agent) of transport or accommodation, acting for **the Insured** or **Insured Person**
 - g. delay due to the financial failure of the provider of the travel and/or accommodation services or the travel agent or tour operator acting for **the Insured** or **Insured Person**
 - h. any claim for Delayed Departure in respect of a claim that is covered by Missed International Connection/Missed Departure.

11. Any claim under Part 4 of this **Section** in respect of:
 - a. loss of monetary value due to depreciation
 - b. loss/damage to, or theft of, deeds, securities or manuscripts
 - c. **Computer Equipment** unless declared to and accepted by **the Insurer**
 - d. **Baggage** stolen or lost from an unattended vehicle unless such **Baggage** was in the locked boot or concealed in a covered luggage compartment of a fully locked vehicle
 - e. **Money** stolen or lost from an unattended vehicle
 - f. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority.

12. Any claim under Part 5 of this **Section** in respect of:
 - a. bodily injury caused to any member of the **Insured Person's** immediate family or loss or damage caused to property belonging to or in the custody or control of the **Insured Person** or any member of the **Insured Person's** immediate family or employee or any servant or agent of the **Insured Person**

- b. bodily injury or loss of or damage to property which arises whilst the **Insured Person** is performing any duty or action in connection with the **Business of the Insured** or any other business occupation or profession of the **Insured Person**
 - c. bodily injury or loss of or damage to property which arises out of the ownership, possession or use of or legal responsibility for any:
 - i. land or buildings
 - ii. mechanically propelled or towed vehicle
 - iii. aircraft, hovercraft or watercraft
 - iv. animal (of a species defined as a dangerous species in the Animals Act 1971 or the Dangerous Dogs Act 1991 or Dangerous Dogs Act (Amendment) 1996) by the **Insured Person**
 - d. Liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
 - e. Any loss or damage occurring outside the **United Kingdom** or in any country in which the **Insured Person** owns premises or is resident or domiciled
 - f. Liability arising directly or indirectly by or through or in connection with any wilful or malicious or unlawful act or omission
 - g. Liability loss or damage for which indemnity is provided under any other Insurance.
13. Any claim under Part 7 of this **Section** in respect of:
- a. **Hijack** or being **Kidnapped/Taken Hostage** when the scheduled destination of the flight is or is by way of a country in a state of **War**
 - b. being **Kidnapped/Taken Hostage** where the **Insured Person** is **Kidnapped/Taken Hostage** in a country that is in a state of **War**
 - c. ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an **Insured Person**.

Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

There are also additional Conditions applicable to Part 6 Legal Expenses which are detailed with this **Section**.

In addition the following **Section** Conditions apply to this **Section**.

1. Duty of Disclosure

All information supplied to **the Insurer** by or on behalf of **the Insured** or **Insured Person** in connection with this **Section** must be truthful and complete including any information supplied in relation to a claim.

2. Payment of Premium

The Insured must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

If **the Insured** then fails to pay such amount within seven days of **the Insurer** giving notice to **the Insured** of the default in payment **the Insurer** may cancel this **Section** by giving seven days' notice in writing to **the Insured**.

3. Assignment

The Insured and **the Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

4. Change in Risk

The Insured must give immediate notice to **the Insurer** of any change to the ownership of **the Insured**, the **Business of the Insured** or the occupation of any **Insured Person(s)** from that which **the Insured** originally advised to **the Insurer**.

5. The Insurer's right to cancel this Section

The Insurer may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

6. Cancellation - War Risks

The Insurer may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending seven days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Person's** of such cancellation.

7. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** as shown in the **Schedule** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**.

Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.

If **the Insured** does not provide the **Adjustment Information** within 30 days of the expiry of the **Period of Insurance** then **the Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

8. Claims conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this **Section**.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insurer** or **Insured Person** must at **the Insurer's** request provide medical examination report any **Accidental Bodily Injury** where **the Insured** requires **the Insurer** to consider a claim under this **Section** for which **the Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** where the **Insured Person** obtains and follows the advice of a registered medical practitioner.
The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.
- e. In the event of the death of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at its expense.

9. Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Person's** involved in the same **Loss** shall not exceed the **Aircraft Accumulation Limit, Event Accumulation Limit, Non-scheduled Air Accumulation Limit** or **Contamination by Terrorism Accumulation Limit** as applicable. Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

10. Age Limitation

Unless otherwise agreed by **the Insurer** and specifically noted in this **Section** no person aged 75 or over at commencement of the **Period of Insurance** will be covered by this **Section**.