



# Travel Insurance

## BACKPACKER COVER

### Policy Wording

## Evidence Of Travel Insurance

**YOUR** attention is drawn to important features of **YOUR** policy including:

- **Insurance Certificate:** **YOU** should read this document carefully as it gives **YOU** full details of what is and what is not covered and the conditions of the cover.
- **Conditions, Exclusions & Warranties:** conditions and exclusions will apply to individual sections of this policy while general exclusions, conditions and warranties will apply to the whole of the policy.
- **Health/Pre-existing Medical Conditions:** This policy will not pay for any claims arising from pre-existing medical conditions or if **YOU** (meaning anybody insured by this policy) are awaiting or undergoing treatment or **YOU** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or tests results or treatment. If **YOU** require medical attention in a country with a reciprocal health care agreement with the UK such as the countries of the European Union, Switzerland, Australia and New Zealand **YOU** must ensure that the medical treatment **YOU** obtain is provided wherever possible at hospitals or by doctors working within the terms of the agreement.
- **Hazardous Pursuits, Dangerous Sports or Pastimes:** The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please see the hazardous pursuits in the policy under Important Information and Conditions Applying to All Sections.
- **Property Claims:** these claims are paid based on the value of the goods at the time **YOU** lose them and not on a "new for old" replacement cost basis. Claims for **SPORTS EQUIPMENT** damaged whilst in use are not covered. Loss or damage of property not belonging to **YOU** is also not covered.
- **Policy Limits:** most sections of **YOUR** policy have limits on the amount **WE** will pay under that section. Some sections also include other specific limits, for example: for any one item or for **VALUABLES** in total. **YOU** are advised to check this insurance certificate if **YOU** intend taking expensive items with **YOU**. Items such as camcorders, jewellery etc, should be fully insured under **YOUR** Household policy.
- **Policy Excesses:** under most sections of the policy, claims will be subject to **EXCESS**. This means that **YOU** will be responsible for paying the first part of the claim. The amount **YOU** have to pay is the **EXCESS**.
- **Reasonable Care:** **YOU** need to take all reasonable care to protect yourself and **YOUR** property, as **YOU** would if **YOU** were not insured.
- **Complaints:** this insurance certificate has in it a Complaints Procedure which tells **YOU** what steps **YOU** can take if **YOU** wish to make a complaint.
- **"Cooling Off" Period:** **WE** hope **YOU** are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with **YOUR** requirements, please return it to your issuing agent within 14 days of receipt of your policy and **WE** will refund **YOUR** premium, provided **YOU** have not travelled or made a claim.

**SCHEME NAME:** IWE BackPacker Cover  
**SCHEME NO:** HIS2009/ONE/102T

policies valid from 01<sup>st</sup> February 2010 to 31<sup>st</sup> December 2010 in respect of trips completed by 31<sup>st</sup> December 2011

Dear Traveller

This is to certify that Great Lakes Reinsurance (UK) PLC will insure in accordance with the terms and conditions contained herein or endorsed hereon. The Policy Wording sets out in full details of the cover provided and is only valid if attached to a Schedule of Cover (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and a valid Confirmation Email detailing the premium, **GEOGRAPHICAL AREA**, period of cover and persons insured.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority.

This is **YOUR** insurance policy and contains all the information **YOU** need to know about **YOUR** Travel Insurance. However, this policy is only valid once a valid Confirmation Email showing proof of payment of premium is attached.



## Schedule Of Cover

### Schedule Of Cover And Limits Of Indemnity Per Insured Person

Section	Cover	Maximum Sums Insured Per Person	Excess
A	<b>Cancellation or Curtailment</b>	Up to £1,000	£100
B	<b>Emergency Medical Repatriation &amp; Other Expenses</b> Including Dental Treatment Limit	Up to £5,000,000 in total £250	£100 £100
C	<b>Personal Possessions</b> Single Article/Pair/Set Limit Total <b>VALUABLES</b> Limit Spectacles/ Sunglasses Limit	Up to £500 in total including: £100 £100 £75	£100
D	<b>Personal Liability</b> including Rented accommodation limit	£2,000,000 £100,000	£100
E	<b>Legal Expenses</b>	Up to £1,000	£100

**PLEASE NOTE REDUCED SUMS INSURED APPLY TO CERTAIN AGE GROUPS,  
POLICY EXCESSES ARE APPLIED ON A PER CLAIM, PER PERSON, PER SECTION BASIS**

Please read this policy carefully and remember this travel insurance is designed to cover most events which may happen during **YOUR** trip, but **WE** cannot cover all expenses and possibilities. **YOU** will find full details of the cover and the conditions and exclusions in the policy. If **YOU** have any queries, or if **YOU** require additional cover please contact the agent who sold this policy to **YOU**. If **YOU** need to make a claim or declare a health condition please call the relevant numbers shown in this policy.

#### WHAT TO DO IF YOU WISH TO MAKE A CLAIM

On **YOUR** return home, in the first instance, please obtain **YOUR** claim form from [www.oneclaims.com](http://www.oneclaims.com), alternatively write or telephone for a claim form to:



1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP  
TEL: 01992 708 728 FAX: 01992 450 717

E-MAIL: [mail@oneclaims.com](mailto:mail@oneclaims.com)

**Calls may be monitored or recorded for training purposes**  
please quote the Scheme Number HIS2009/ONE/102/T, the name of your agent and state under which Section(s) a claim is being made. This will ensure **WE** send **YOU** the correct claim form(s).

**PLEASE DO NOT FORWARD ANY DOCUMENTS WITHOUT  
THE COMPLETED CLAIM FORM.**

#### IMPORTANT:

Please read the claim form carefully and ensure that **YOU** provide all the documentation requested. Failure to fully complete the claim form or forward all the requested documentation in support of **YOUR** claim will prevent **US** from reviewing **YOUR** claim. Please note that additional information or documentation may be required to substantiate **YOUR** claim if it is considered necessary.

#### MEDICAL EMERGENCIES

**24-hour emergency service:** If **YOU** are admitted to hospital and **YOU** are likely to remain in hospital for more than 24 hours, **YOU** must contact **ONE Assist Limited** immediately. If **YOU** do not, this could mean **WE** will provide no cover or **WE** reduce the amount **WE** pay for medical expenses. If **YOU** receive medical treatment abroad and costs are likely to exceed £250.00 or the equivalent in local currency, **YOU** must notify **ONE Assist Limited**.

#### RETURNING EARLY TO THE UNITED KINGDOM

If **YOU** have to return to the United Kingdom under Section A (**CANCELLATION** or **CURTALMENT**), or Section B (Emergency Medical and other expenses) **ONE Assist Limited** must authorise this. If they do not, this could mean that **WE** will not provide cover or **WE** may reduce the amount **WE** pay for **YOUR** return to the United Kingdom.



TEL: +44 (0)1992 708 725 FAX: +44 (0)1992 708 721

E-MAIL: [ops@oneassist.com](mailto:ops@oneassist.com)

**ONE Assist Limited** will provide immediate help if **YOU** are ill or injured outside the United Kingdom. They provide a 24-hour emergency service 365 days a year.

When contacting the above **YOU** will need to quote the reference number, stated below, the name of your agent, **YOUR** name, address, telephone number, confirm that **YOU** are insured with Great Lakes Reinsurance (UK) PLC and quote the Scheme Number **HIS2009/ONE/102/T**.

#### For Legal Expenses claims please contact:

Legal Expenses Claims Department

FirstAssist Insurance Services Ltd, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU

Telephone: 0208 652 1313

#### IMPORTANT DECLARATION

##### PRE-EXISTING MEDICAL CONDITIONS

This insurance policy contains health restrictions that apply to the cover provided under the **CANCELLATION** or **CURTALMENT** and Emergency Medical and Other Expenses sections of this insurance (see the exclusions applying to Sections A and B). This policy will not pay for any claims arising from pre-existing medical conditions or if **YOU** (meaning anybody insured by this policy) are awaiting or undergoing treatment or **YOU** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or tests results or treatment.

With respect to **CANCELLATION** cover this exclusion applies to **YOUR** state of health at the time **YOU** applied for this insurance and the policy was issued. With respect to Medical cover **WE** will only pay for claims that arise from a new injury or illness that first happens after **YOU** have started the insured trip. If **YOU** do suffer a new injury or illness after taking out this insurance but before starting **YOUR** trip (this is known as a change in circumstance) **YOU** will only be covered by the **CANCELLATION** section of this policy and will not be able to have the condition covered for Medical expenses as this will be deemed to be an excluded pre-existing condition. **WE** may in the light of such changed circumstances not be able to continue cover under Section A of this insurance. If this is not acceptable to **YOU**, **WE** will cover **YOU** for any loss of deposit or **CANCELLATION** charges **YOU** have necessarily incurred up to the date of the change of circumstances that are normally covered under Section A of this insurance. In these circumstances no Policy **EXCESS** will be applied.

##### MEDICAL TREATMENT AND MEDICAL EMERGENCIES OVERSEAS

If **YOU** require medical attention in a country with a reciprocal health care agreement with the UK such as the countries of the European Union, Switzerland, Australia and New Zealand **YOU** must ensure that the medical treatment **YOU** obtain is provided wherever possible at hospitals or by doctors working within the terms of the agreement.

This insurance does not cover private in-patient health care treatment in countries that operate reciprocal health care agreements unless it is authorised in advance by the 24 Hour Medical Assistance Company detailed on the above. If **YOU** are admitted to a private clinic or are likely to incur medical expenses in **EXCESS** of £250 as an out-patient please ensure that immediate contact is made with the Assistance Company who will arrange a transfer to an appropriate medical facility.

**YOU** should before **YOU** travel obtain from **YOUR** local Post Office a European Health Insurance Card (EHIC) application pack or apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers).

Please refer to the specific exclusions applying to Section B - Emergency Medical & Other Expenses detailed in the policy herein.

## ADJUSTMENT FEES

Any mid-term adjustments that involve amendments to or cancellation of a policy outside the 14 day Cool Off Period will be subject to an administration fee of £10.00

## DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the Policy.

There are also more specific definitions which apply only to the Legal Expenses section of this Policy.

**INSURER** - Great Lakes Reinsurance(UK) PLC. Registered in England and Wales No. 2189462. Registered office at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

**WE/OUR/US** - **FIRSTASSIST** who administer the insurance on behalf of the **INSURER**. FirstAssist Insurance Services Limited. Registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU. **YOU** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**YOU/YOUR** - Any person named on the Confirmation Email who is eligible to be Insured and for whom premium has been paid.

**PERIOD OF INSURANCE** -The Confirmation Email or Schedule will show the issue date and start date and duration (or end date) of **YOUR** policy being the period of cover **YOU** are insured for. The time that cover for particular sections starts and ends is given in more detail below:

**Cancellation** - cover starts when **YOU** book **YOUR** trip or when the policy was issued (whichever is the later) and finishes when **YOU** start **YOUR OUTWARD JOURNEY**. Cover under all other sections begins when **YOU** start **YOUR OUTWARD JOURNEY** and ends upon **YOUR** return home from the trip. **YOUR OUTWARD** and **RETURN JOURNEY** must take place during the period of cover shown on the Confirmation Email and for which the correct premium has been paid.

If **YOU** have chosen an Annual Multi Trip Insurance the **OUTWARD** and **RETURN JOURNEY** must take place during the start and end date shown on the Confirmation Email. The total duration of any one trip is limited to a maximum of 31 days and any trip exceeding this duration will not be covered in whole or in part. Trips within the British Isles must involve at least 2 nights pre-booked **ACCOMMODATION** away from **YOUR** normal place of residence in order to be insured by this policy.

**CURTAL/CURTALMENT** - Abandonment of the planned trip by return to the United Kingdom after commencement of the **OUTWARD JOURNEY**. The amount payable will be the unused proportion of **YOUR** irrecoverable pre-paid charges calculated from the date of **YOUR** return to the United Kingdom. All **CURTALMENT** claims will need authorisation from **US** in advance.



**CLOSE RELATIVE** - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé (e).

**FAMILY** - A single parent or two parents travelling together with their child or children (under 18 years) for whom they are the legal guardians who all reside together.

**BUSINESS ASSOCIATE** - **YOUR** associate in the same employment as **YOU** whose absence from work necessitates **YOU** having to cancel **YOUR** trip as certified by **YOUR** Senior Director or partner.

**EXCESS** - The amount **YOU** will have to pay towards the cost of each claim under the Policy after the application of the Policy limits.

**UNATTENDED** - means left away from **YOUR** person where **YOU** are unable to clearly see and get hold of **YOUR PERSONAL POSSESSIONS** or **MONEY** or Passports, Tickets and Documents.

**PERSONAL POSSESSIONS** - Baggage, clothing, personal effects including **VALUABLES** and gifts purchased outside the United Kingdom, subject to the limits and Exclusions detailed under Section C.

**VALUABLES** - Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment including software, musical instruments, furs, or leather clothing, but excluding footwear.

**SPORTS EQUIPMENT** - Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

**ADVANCED BOOKING** - Any booking made at least 24 hours prior to the scheduled departure time shown on **YOUR** ticket.

**OUTWARD JOURNEY** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Outbound Journey from **YOUR** home address in the United Kingdom.

**RETURN JOURNEY** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Inbound Journey to **YOUR** home address or a hospital or nursing home in the United Kingdom.

**ACCOMMODATION** - The lodging room of no greater standard than that provided as part of **YOUR** prepaid charges in the vicinity of the hospital where the Insured Person is confined.

**HAZARDOUS PURSUITS** - Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity (please see part 3 of the Important Information detailed below for examples).

**MANUAL WORK** - Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **YOUR** bodily injury or illness.

**NECESSARY MEDICAL EXPENSES** - Any medical treatment that is appropriate and consistent with the diagnosis made in accordance with accepted community standards of medical practice and as agreed by **OUR** medical advisors and is not experimental or investigative and cannot be reasonably delayed until **YOU** are returned to the United Kingdom.

**GEOGRAPHICAL AREA** - The area or country shown on **YOUR** Confirmation Email and for which the appropriate premium has been paid and will involve **YOUR** return to the United Kingdom within the Period of Insurance.

**STRIKE OR INDUSTRIAL ACTION** - Organized action taken by a group of workers which prevents the supply of goods and services on which **YOUR** trip depends.

**HIJACK** - The unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which **YOU** are travelling as a fare-paying passenger.

**TERRORISM** - 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.

#### **WITHDRAWAL OF SERVICES:**

- (i) the withdrawal of all water or electrical facilities in **YOUR** hotel or trip **ACCOMMODATION** or
- (ii) the withdrawal of waiter/waitress services at meals or
- (iii) the withdrawal of kitchen services of such nature that no food is served or
- (iv) the withdrawal of room cleaning services.

## **IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS**

### **1. LIMIT OF COVER**

Each section of the personal insurance schedule shows the most **YOU** can claim, but other limits may apply. For example, under section C (**PERSONAL POSSESSIONS**), there is a limit for any single item and a total limit for all **VALUABLES**. **WE** will work out how much **WE** will pay **YOU** for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

### **2. LOOKING AFTER YOUR BELONGINGS**

Many claims for loss or theft are caused by people being careless with their belongings. If **YOU** do not take good care of **YOUR** belongings, it can be upsetting and inconvenient for **YOU** and **WE** may not pay **YOUR** claim.

Please note that if the schedule shows NIL cover then that section of the policy is not applicable to the insurance cover **YOU** have purchased.

### **3. HAZARDOUS PURSUITS**

**YOU** are not covered for taking part in any **Hazardous Pursuit** unless it is listed below. If **YOU** are going to take part in any activity which may be considered dangerous or Hazardous that is not detailed below please contact the selling agent who will contact **US** to see if **WE** can provide cover. Please note that under Section D (Personal Liability) **YOU** will not be covered for liability caused directly or indirectly by **YOUR** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following sporting activities when participated in for recreational purposes incidental to a trip and not in organized competitions or in any professional capacity are not considered to be **HAZARDOUS PURSUITS** and are not subject to the special provisions of the endorsement below:

Roller Skating, Basket Ball, Bowls, Snorkelling, Cricket, Cycling, Squash, Tennis, Volley Ball, Fishing, Water Polo, Golf, Racket Ball, Rambling, Badminton, Rounders, Football. Cover for the following activities that are considered to be **HAZARDOUS PURSUITS** is included for recreational purposes only and not for competitions or any professional activity subject to the following endorsement:

The exclusion of **HAZARDOUS PURSUITS** in the General Exclusions is deleted only with respect to cover under Section B Medical and Other Expenses and under Section A **CURTAILMENT** cover (but not **CANCELLATION**) for participation in the following **HAZARDOUS PURSUITS** on a non-professional (amateur) and recreational basis provided that **YOU** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets etc.) are worn at all times and **YOU** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**. The acceptable **Hazardous Pursuits** list is:

#### **Category A**

Your Insurance automatically covers you for the following activities:

- Aerobics
- Archery
- Badminton
- Basketball
- Beach games
- Bowls
- Cricket
- Cycling (but not BMX and mountain bikes) No PL cover
- Fell walking, rambling and trekking
- Fishing
- Ice-skating (rink only)
- Parasailing (towed by boat) No PL cover
- Rafting, canoeing and kayaking (including white water up to grade 3) \* No PL cover

- Roller skating
- Scuba diving (to 18 metres)
- Skateboarding
- Snooker, pool and billiards
- Snorkelling
- Squash
- Surfing
- Swimming (in pool or on inland waters or coastal waters within a 12-mile limit from land)
- Table tennis
- Tennis
- Volleyball
- Water-skiing (only on inland waters or coastal waters within a 12-mile limit from land) \* No PL cover
- Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) \* No PL cover
- Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land) \* No PL cover

When **YOU** have paid the appropriate additional premium. For Scuba or skin diving at any depth the following endorsement applies:

SCUBA or skin diving to a maximum depth of 30 meters (see category B) will be covered provided that **YOU** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **YOU** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **YOUR** fitness to dive.

The following activities are examples of what are known as **'HAZARDOUS PURSUITS'** and are not covered by this insurance unless an additional premium has been paid and the validation certificate shows the cover has been provided.

#### **Category B**

Provided you have paid the appropriate premium you will be covered for all of the activities listed in Category A plus the following activities:

- Boxing Training (no contact)
- Bungee Jump No PA cover
- Camel/Elephant Riding
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Flying a private plane or small aircraft
- Flying as a passenger in a private or small aircraft
- Go Karting (Specific use)
- Gymnastics
- Hiking (between 2,000 and 6,000 metres altitude)
- Hockey



Horse riding (no Polo, Hunting, Jumping)  
 Hot Air Ballooning (non-UK organised)  
 Hydro Zorbing  
 Kayaking  
 Manual Work (ground level only, no machinery)  
 Martial Arts (Training only)  
 Motorcycling (over 50cc - no racing) as a rider or passenger when wearing a helmet, provided the rider holds an appropriate UK motorcycle licence to ride the motorcycle.  
 Mountain Biking  
 Quad Biking (no racing)  
 Rugby  
 Safari (not involving use of firearms)  
 Scuba Diving (between 18 and 30 metres)  
 Sea Canoeing  
 Trekking (between 2,000 and 6,000 metres altitude)  
 White Water Canoeing/Rafting/Kayaking (Grade 4)  
 Work Abroad (manual, ground level only, no machinery)

### Category C

Provided you have paid the appropriate premium you will be covered for all of the activities listed in Category A and B plus the following activities:

Abseiling  
 American Football  
 Gliding  
 Outdoor Endurance Events  
 Parachuting  
 Paragliding  
 Parascending (over land)  
 Sail Boarding  
 Sand Boarding  
 Sand Yachting  
 Skiing  
 Skiing (Dry Slope)  
 Skiing, Big Foot  
 Sledging  
 Snow Boarding  
 Snow Kiting  
 Snow Mobiling  
 Snow Shoeing  
 Snowboarding (Dry Slope)  
 White Water Canoeing (Grade 5 to 6)  
 White Water Rafting (Grade 5 to 6)  
 Yachting (racing / crewing) - outside Coastal waters

### Category D

Provided you have paid the appropriate premium you will be covered for all of the activities listed in Category A, B and C plus the following activities:

Animal Riding (other than specified)  
 BMX Cycling

Bob Sleighting  
 Canyoning  
 Hang Gliding  
 Heli skiing  
 High Diving  
 Horse Jumping (no Polo, Hunting)  
 Ice Hockey  
 Land Yachting  
 Lugging  
 Manual Work (including the use of light machinery)  
 Micro Lighting  
 Motor Rallies  
 Parasailing  
 Rock Climbing  
 Rock Scrambling  
 Scuba Diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member  
 Show Jumping (no Polo, Hunting)  
 Skate Boarding  
 Sky Diving  
 Tobogganing  
 Wrestling

### 4. DATE RECOGNITION FAILURE

This policy contains exclusions for losses arising from equipment failing to recognise the correct calendar date. Please read the general conditions for further details.

### 5. EXCESSES

**WE** will take an **EXCESS** off each claim **YOU** make under certain sections of this insurance. The amount **YOU** will have to pay towards a claim is shown in the schedule. The **EXCESS** is applied on a per claim per incident basis. If **WE** agree to a medical expenses claim (section B) which has been reduced by **YOUR** using an EHC form or private health insurance, the **EXCESS** will not apply.

### 6. MAKING A CLAIM

To help **US** deal with **YOUR** claim quickly and efficiently, please read the claims procedure below (see **WHAT TO DO IF YOU WISH TO MAKE A CLAIM**). This explains what documents **YOU** will need to support a claim and when **YOU** will need this kind of proof. **YOU** must collect some of the proof **YOU** need, for example a police report, while **YOU** are on **YOUR** trip.

### 7. WHAT TO DO IN A MEDICAL EMERGENCY

In a medical emergency, contact the Assistance Company shown in this policy for help. Please read the policy for details. If **YOU** are admitted to hospital or need to curtail **YOUR** trip **YOU** must contact the Assistance Company for authorisation before incurring any expenses or **WE** may not pay **YOUR** claim. Simple outpatient treatment costing less than £250 should be paid locally and claimed for on **YOUR** return to the United Kingdom.

**IMPORTANT:** please quote the scheme number the Insurewithease and the cover you have. The Assistance Company provides immediate help in the event of **YOUR** illness or injury arising outside the United Kingdom - they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Should a serious medical problem arise **YOU** must contact the Assistance Company within 24 hours.

**YOU** are responsible in advising **YOUR** attending doctor to seek prior approval for any treatment except in extreme circumstances where a request for prior approval would delay life saving treatment. Failure to contact the Assistance Company may limit the benefits payable, or in certain circumstances, cover will not be provided.

When **YOU** call upon the services of the Assistance Company it is a condition of the service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors
2. Repatriation arrangements and necessary escorts by a medical attendant
3. Travel arrangements for other members of **YOUR** party or next-of-kin
4. On arrival in the United Kingdom, an ambulance service to hospital or home.

**PLEASE NOTE: WE** are not responsible for the availability, quality or results of any medical treatment received by **YOU** whilst travelling. Please refer to Exception 2 of Section B.

### 8. INSURERS

The Insurer is Great Lakes Reinsurance (UK) PLC.

### 9. COOLING OFF PERIOD

This Insurance is designed to cover most circumstances but **YOU** should be aware that not all eventualities are insured.

Please read this document carefully. If **YOU** find the Insurance does not meet **YOUR** requirements please return this policy and proof of premium to the selling agent within 14 days of receipt but before the trip departure date. Provided no claim has been made **YOUR** premium will be refunded in full.

### 10. ABOUT THE COVER AND CONDITIONS

This is **YOUR** contract of insurance. It contains certain conditions in each section and General Exclusions to all sections. **YOU** must meet the conditions or **WE** will not accept **YOUR** claim. Please read all of this policy carefully, especially the Important Declaration.

When **YOU** book **YOUR** trip, **YOU** must declare any information **WE** ask for in the declaration. If **YOU** do not contact the selling agent or **US** within 14 days of the date **YOU** receive this insurance policy **WE** will assume that **YOU** accept the terms and conditions of this insurance policy and can make the declaration set out.

This policy is only valid if **YOU** also have a valid Confirmation Email or Schedule showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid.

The policy describes the cover provided for **YOU** and the conditions which **YOUR** cover depends on. **YOU** must keep the policy, and Confirmation Email and send them to **US** if **YOU** make a claim. In return for the correct premium, Insurers will pay **YOU** or **YOUR** personal representative if **YOU** make a valid claim. **YOU** must keep to the terms, conditions and declaration of this insurance.

**Annual Multi Trip Insurance** covers **YOU** for any number of trips taking place during the dates of cover shown on the Confirmation Email. These trips must involve an **OUTWARD** and **RETURN JOURNEY** being completed during the maximum permitted trip duration of 31 days unless otherwise stated on the Confirmation Email. If the intended trip exceeds the maximum permitted trip duration it will not be covered in whole or in part.

### Extension of Cover

If **YOU** request any extension of the Period of Insurance after the commencement of travel **YOU** must advise **US** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this Policy.

### 11. RECIPROCAL HEALTH AGREEMENT – EU COUNTRIES

If **YOU** intend travelling to European Economic Area (EEA) country or Switzerland, **YOU** should either obtain from **YOUR** local Post Office European Health Insurance Card (EHIC) application pack or apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) which when completed will entitle **YOU** to certain free health arrangements in EEA countries and Switzerland. **YOU** should take the EHIC with **YOU** and make sure that wherever possible any medical treatment is provided at hospitals or by doctors working within the terms of the Reciprocal Healthcare Agreement unless the Medical Assistance Company agrees otherwise. If **YOU** are admitted to a private clinic **YOU** will be transferred to a public hospital as soon as the transfer can be arranged safely. Private medical treatment costing in **EXCESS** of £250 not specifically authorised by **OUR** 24 hour Medical Assistance Company will not be insured by this policy.

### 12. CLAIMS YOUR DUTIES

- a) **YOU** must advise **US** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **US** all such accounts and other documents as **WE** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **US** will not be paid.
- b) **YOU** must give **US** notice in writing immediately **YOU** or **YOUR** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence of which there may be liability under Section H of this Policy
- c) **YOU** must inform the Police of all loss or theft of property within 24 hours of discovery of such loss or theft and obtain a copy of the Police report in support of any claim.
- d) If **PERSONAL POSSESSIONS** or Golfing or Ski Equipment are lost or damaged whilst in the custody of a Carrier (i.e. Airline, Railway, Shipping Company, Bus Company, etc), **YOU** must notify such Carrier immediately and obtain a copy of their report.
- e) **YOU** must at all times act in a reasonable manner to prevent or minimize a claim.



### 13. CLAIMS OUR RIGHTS

- a) No admission, offer, promise, payment or indemnity will be made or given by **YOU** or on **YOUR** behalf without **OUR** written consent.
- b) **WE** will be entitled to take over and conduct in **YOUR** name the defence or settlement of any claim or to prosecute in **YOUR** name to **OUR** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **YOU** must give all such information and assistance as **WE** may require.
- c) In case of illness or injury **WE** may approach any doctor who may have treated **YOU** during the period of three years prior to the claim, and **WE** may at **OUR** own expense and upon reasonable notice to **YOU** or **YOUR** legal personal representative, arrange for **YOU** to be medically examined as often as required, or in the event of death have a post mortem examination of **YOUR** body.
- d) **YOU** must supply at **YOUR** own expense a Doctor's certificate in the form required by **US** in support of any medical related claim.

### 14. FRAUD

If any person makes any misrepresentation or concealment in obtaining this Policy or in support of any claim the insurance by this Policy will be void.

### 15. OTHER INSURANCES

**WE** will not be liable in respect of any claim where the event leading to the claim is insured by any other existing Policy or Policies, except in respect of any amount beyond that which is payable under such other Policy or Policies.

### 16. PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **YOU** will be a condition precedent to **OUR** liability to make any payment.

### 17. JURISDICTION

Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### 18. DATA PROTECTION

**FIRSTASSIST** will use the information supplied during the formation and performance of this Policy for policy administration, customer services, paying claims and fraud prevention. **FIRSTASSIST** may disclose this information to our service providers and both you and our agents for these purposes. We will keep this information for a reasonable period. Where sensitive personal data has been disclosed, including any medical or criminal record information, **FIRSTASSIST** will also use this information for the above purposes. **FIRSTASSIST** may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected. Individuals whose information has been supplied to

**FIRSTASSIST** have a right to ask for a copy of that information and to have any inaccuracies corrected. **FIRSTASSIST** may record telephone calls to make sure it follows instructions correctly and for staff training purposes. When personal or sensitive data is supplied to **FIRSTASSIST** about third parties other than the insured, both during the formation and performance of this policy, **FIRSTASSIST** assumes that those third parties consent to the supply of this information to **FIRSTASSIST**, to **FIRSTASSIST** processing this data, including sensitive personal data, and to the transfer of their information abroad. **FIRSTASSIST** will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

### PLEASE NOTE FAILURE TO OBSERVE THE FOREGOING REQUIREMENTS WILL INVALIDATE ANY CLAIM.

Please keep this Travel Insurance Policy in a safe place and carry it with **YOU** when **YOU** go on **YOUR** Trip

### CANCELLATION OR CURTAILMENT

If **YOU** cancel **YOUR** trip for medical reasons obtain a claim form. **YOUR** own medical practitioner should complete the Certificate on the reverse of the claim form. If the trip is curtailed for medical reasons obtain a medical certificate from the treating Medical Practitioner in the locality where the incident occurred **YOU** must

- Keep receipts or account for all expenses incurred
- In the event of **CANCELLATION** immediately notify the Tour Operator or the Travel Agency where **YOUR** trip was booked and obtain a **CANCELLATION** invoice
- Telephone the claims number shown above as soon as **YOU** know that there is a possibility of **YOUR** trip not taking place.
- Obtain authorisation from the 24 Hour Medical Emergency Service or from **US** before incurring any expenses in curtailing **YOUR** holiday.

### MEDICAL AND OTHER EXPENSES PLEASE SEE WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY FOR CASES INVOLVING MORE THAN SIMPLE OUTPATIENT TREATMENT.

- **YOU** must keep receipts or accounts for all expenses incurred.
- **YOU** should pay the hospital/clinic/doctor for routine or simple out patient treatment and claim back on **YOUR** return to the United Kingdom. If **YOU** think the level of treatment is excessive or costs are likely to exceed £250 please consult the 24 Hour Medical Emergency Service for guidance.

### PERSONAL ACCIDENT

- Obtain a medical certificate from the treating Medical Practitioner.
- In the event of a death **WE** will require a Death Certificate.

### DELAY

- Obtain a letter from the Airline, Railway Company or Shipping Line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

### PERSONAL POSSESSIONS & SPORTS EQUIPMENT

- For all loss or damage in transit claims, including delayed **PERSONAL POSSESSIONS** report to the Airline, Railway or Shipping Line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.
- For all damage claims obtain an estimate for repairs.
- In all circumstances, **YOU** must retain receipts or vouchers for items lost or damaged as these will help **YOU** to substantiate **YOUR** claim.
- In the case of lost or misplaced **PERSONAL POSSESSIONS** on the **OUTWARD JOURNEY**, **YOU** must produce receipts for the purchase of essential replacement items.
- **YOU** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **YOUR** Courier or Hotel/Apartment Manager whenever it is appropriate.

### PERSONAL LIABILITY

- **YOU** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
- **YOU** must give **US** notice in writing immediately **YOU** or **YOUR** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section H of this Policy.

### LEGAL EXPENSES

- **YOU** must notify **US** within 180 days of the event giving rise to **YOUR** claim in respect of Legal Expenses.

### ALL OTHER SECTIONS

- **YOU** must notify **US** within 30 days of the event giving rise to **YOUR** claim with full documentary support.

### GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

**WE** shall not be liable for:

1. Claims directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
2. Any losses that are not directly associated with the incident that causes **YOU** to claim. For example, loss of earnings due to being unable to return to work following injury or illness while on a trip or the cost of replacing locks in the event that keys are lost while on a trip.
3. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising indirectly caused by or contributed to, by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- (b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
5. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
6. Claims arising directly or indirectly from **YOUR** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs
7. Claims arising directly or indirectly from Hazardous Pursuits that are not specified under the Hazardous Pursuits list of this policy
8. Any claim arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change
9. Claims for persons aged over 75 years of age
10. Any **EXCESS** shown in the schedule
11. Claims arising directly or indirectly from an act of **TERRORISM**. This exclusion does not apply to Section B - Emergency Medical and Other Expenses except for any claims which are in any way caused or contributed by an act of **TERRORISM** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

### PLEASE NOTE THAT THE FOLLOWING SECTIONS OF COVER ONLY APPLY IF A SUM INSURED IS SHOWN IN THE SCHEDULE

### SECTION A – CANCELLATION OR CURTAILMENT

What is covered:

**WE** will indemnify **YOU** for

- (a) unused charges associated with **YOUR** trip that are not refundable and which were incurred before **YOUR** departure date if **YOU** have to cancel **YOUR** trip or
- (b) the extra cost of a one way airfare of a standard no greater than the class of journey on the **OUTWARD JOURNEY** or the applicable fee charged by the airline to change **YOUR** scheduled return date, and the unused non-refundable prepaid Accommodation costs and other land arrangements following **CURTAILMENT** of **YOUR** trip as a result of any of the circumstances detailed below:
  1. **YOUR** death, accidental bodily injury or illness, or that of a relative or a friend with whom **YOU** have arranged to travel or stay, or of **YOUR CLOSE RELATIVE** or of a **Close BUSINESS ASSOCIATE**
  2. **YOU** or any person with whom **YOU** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness (but not as an expert witness) in a Court of Law or for Military Service during the period of the trip



- YOUR** redundancy (qualifying **YOU** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **YOU** intend to travel provided that such notice of redundancy is advised to **US** within 14 days of its announcement and that **YOU** were not aware of any impending redundancy at the time of booking the trip or when the policy was issued whichever is later.
- YOUR** private dwelling becoming uninhabitable following fire, storm or flood, or **YOUR** presence being required by the Police following burglary at such private dwelling occurring at any time after **WE** have accepted this Insurance
- CANCELLATION** or interruption of scheduled public transport consequent upon **HIJACK** occurring during the Period of Insurance.
- Reasonable additional travelling expenses incurred by **YOU** in returning to **YOUR** home address in the United Kingdom, where such return is urgently necessitated by the death, serious illness or severe injury of **YOUR** Close Relative or a Close **BUSINESS ASSOCIATE** provided that such **CLOSE RELATIVE** or Close **BUSINESS ASSOCIATE** is resident in the United Kingdom.

**IN THE EVENT THAT YOUR TRIP IS CURTAILED DUE TO YOUR ACCIDENT OR ILLNESS A DOCTOR AT THE RESORT OR THE NEAREST TOWN MUST CONFIRM THAT SUCH CURTAILMENT WAS MEDICALLY NECESSARY. ALL CURTAILMENT COSTS MUST BE AUTHORISED IN ADVANCE BY THE ASSISTANCE COMPANY OR BY US.**

### SPECIFIC EXCLUSIONS APPLYING TO SECTION A

#### What is not covered:

- any expense following **YOUR** disinclination to travel or to continue with **YOUR** trip or loss of enjoyment on **YOUR** trip
- any expense arising from circumstances which could reasonably have been anticipated at the time **YOU** booked **YOUR** trip (see also the Specific Exclusions applying to Sections A and B in the policy)

### SECTION B – EMERGENCY MEDICAL & OTHER EXPENSES

#### What is covered:

If **YOU** sustain actual bodily injury or suffer illness outside the United Kingdom **WE** will indemnify **YOU** up to the amount stated in the Schedule against the following expenses which **YOU** necessarily incur outside the United Kingdom:

- Necessary Medical Expenses including hospital charges and in-patient treatment authorised by **US** and ambulance charges for conveyance to hospital. Dental treatment up to the limit shown in the schedule is included only for the alleviation of sudden pain, and does not apply to the provision of dentures or artificial teeth and work involving the use of precious materials

- Reasonable additional travelling expenses in returning to **YOUR** home address in the United Kingdom and reasonable additional Accommodation expenses for **YOU** and one relative or friend required on medical advice and authorised by **US** and **OUR** Assistance Company to remain with or to travel with **YOU**.
- The expense of a qualified medical attendant or other person authorised by **US** required on medical advice to escort **YOU** home
- The cost of returning **YOUR** body or ashes to **YOUR** home address in the United Kingdom. This cover includes the cost of a standard transportation container but does not include the cost of an ornamental casket or urn and must be authorized by the Assistance Company. Alternatively **WE** will pay the cost of burial abroad in the country where death occurs up to a maximum limit of £3,000.
- If **YOU** sustain actual bodily injury or suffer illness outside the United Kingdom during the Period of Insurance resulting in admission to a hospital overseas as an in-patient **WE** will pay **YOU** a daily benefit for each complete 24 hours **YOU** are hospitalised up to a maximum stated in the Schedule

United Kingdom trips only:

If **YOU** sustain actual bodily injury or suffer illness whilst on a trip within the United Kingdom **WE** will indemnify **YOU** up to £1,000 against expenses **YOU** necessarily incur inside the United Kingdom for cover operative in so far as paragraph 2, 3 and 4, (transportation of remains not burial) are concerned.

### SPECIAL PROVISO TO SECTION B

In accepting the cover provided by Section B **YOU** have given **US** or **OUR** Assistance Company permission to approach **YOUR** United Kingdom General Practitioner for details of **YOUR** medical records in the event **YOU** require any form of in-patient treatment following a medical emergency whilst outside the United Kingdom.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION B

#### What is not covered:

- expenses which **YOU** incur in **YOUR** normal country of residence (other than 2, 3 or 4 above for United Kingdom trips only)
- any surgery or MRIS, CT scans or invasive procedure including but not restricted to cardiac catheterisation or organ transplants unless pre-approved by the Assistance Company prior to it being performed.
- any in-patient hospital treatment or treatment costs in **EXCESS** of £250 or additional travelling expenses not specifically authorised by **US** or **OUR** Assistance Company.
- any expense which **YOU** incur more than twelve months after the occurrence of the injury or illness to which the claim refers
- any expense which is not usual, reasonable or customary for the medical services and/or supply
- any expense for non-essential or ongoing treatment or where treatment can be reasonably delayed until **YOU** are returned to the United Kingdom or for the cost of a single bed ward unless authorised by **OUR** Assistance Company detailed below for medical reasons only or for the service of a chiropractor, chiroprapist or osteopath or for non-medical costs

- any private medical treatment carried out in countries operating a reciprocal health care agreement with the UK unless specifically authorised by **OUR** Assistance Company and only in circumstances where a transfer to a public hospital is impossible. (see also the Specific Exclusions applying to Sections A and B detailed below)

### EXCLUSIONS APPLYING TO SECTION A & B

#### What is not covered:

Claims arising from:

- All pre-existing medical conditions or if **YOU** are awaiting or undergoing treatment or **YOU** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or test results or treatment (please refer to the Pre-Existing Medical Conditions)
- Travel arrangements made or undertaken:
  - against the advice of any Registered Medical Practitioner
  - for the purpose of obtaining medical treatment abroad
- YOUR** intentional self-injury or suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life)
- the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner), or substance or solvent abuse or venereal disease
- emotional, psychological or psychiatric disorder, or whilst suffering from any condition of anxiety, stress or depression (please refer to the Pre-Existing Medical Conditions)
- YOU** engaging in any Hazardous Pursuits not specified under the Hazardous Pursuits list of this policy
- Claims arising from pregnancy where the period of the trip terminates less than 16 weeks before the date of delivery as estimated by a Hospital or Registered Medical Practitioner. However where the insurance has been effected prior to confirmation of the pregnancy by such Hospital or Registered Medical practitioner and in the event of **YOU** effecting immediate **CANCELLATION** of the trip upon receipt of such confirmation **WE** will indemnify **YOU** under Section A.

### SECTION C – PERSONAL POSSESSIONS

#### What is covered:

**WE** will indemnify **YOU**

- For loss of or theft of or damage to **PERSONAL POSSESSIONS** belonging to **YOU** up to the amount stated in the Schedule (no single article being insured for more than the limit shown. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar set or pair of items will be considered as one article).
- For loss of or theft of or damage to **SPORTS EQUIPMENT** belonging to **YOU** up to the amount stated in the Schedule (no single article being insured for more than the limit shown).
- The cost of necessary purchase of replacement clothing and toiletries if **YOU** are temporarily deprived of **YOUR PERSONAL POSSESSIONS** on the **OUTWARD JOURNEY** for a period of more than 24 hours from the time of arrival at **YOUR** destination due to their delay or misdirection in delivery up to the amount stated in the Schedule under Delayed Baggage.

#### Provided that:

- YOU** take all reasonable precautions for the safety of the property insured.
- OUR** liability in respect of **VALUABLES** is limited to a total amount shown in the schedule.
- any claims payment made in respect of temporary deprivation of **PERSONAL POSSESSIONS** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **YOU** must keep receipts for all replacement purchases
- YOU** must supply at **YOUR** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if **WE** so require.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION C

#### What is not covered:

- loss or damage arising from wear and tear or depreciation or deterioration or any process of cleaning or repairing or restoring or atmospheric or climatic conditions or moth or vermin or electrical or mechanical breakdown or derangement
- loss of or theft of or damage to contact or corneal lenses, prescription or sunglasses over £75 in value, dentures, hearing aids, mobile telephones, samples or merchandise or property used in connection with **YOUR** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, pictures, **SPORTS EQUIPMENT** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature
- loss of or damage to property shipped as freight or under a bill of lading.
- loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
- loss or theft unless a) **YOU** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) **YOU** have obtained a written Police report
- loss of or theft of:
  - VALUABLES**, or Passports from an **UNATTENDED** vehicle at any time.
  - Other property insured from an **UNATTENDED** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle, but in any event excluding all property insured whilst left in an **UNATTENDED** motor vehicle between 2000 hours and 0800 hours local time, other than motor homes or caravans which are being occupied by **YOU** as **YOUR** holiday accommodation.
- theft of property left **UNATTENDED** other than as provided above or whilst in **YOUR** securely locked accommodation.
- loss of or theft of **VALUABLES** whilst in a suitcase or holdall or bag or similar receptacle outside **YOUR** immediate control.



## SECTION D – PERSONAL LIABILITY

### What is covered:

**WE** will indemnify **YOU** against all sums up to the amount stated in the Schedule which **YOU** are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Insurance resulting in:

1. Bodily injury, death or disease to any person not being a member of **YOUR FAMILY** or household or in **YOUR** service
2. Damage to property not belonging to **YOU** or in the charge of or under the control of **YOU** or a member of **YOUR FAMILY** or household or of a person in **YOUR** service N.B. For accidental damage to rented accommodation **WE** will pay up to £100,000 for a single incident which **YOU** are legally responsible for. The indemnity provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which **WE** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **YOU** with **OUR** written consent. In the event of **YOUR** death **YOUR** personal representative will receive the benefit of the cover granted by this section.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION D

#### What is not covered:

1. Claims arising:
  - (i) directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, motorised or electrically propelled water-borne craft, sailing vessels, wind surfers, mechanically or electrically propelled vehicles or conveyances or attached trailers and lifts
  - (ii) directly or indirectly out of the ownership, possession or use of animals or firearms
  - (iii) from any Hazardous Pursuit
  - (iv) directly or indirectly out of or incidental to **YOUR** business or trade or profession including voluntary work or any form of child minding
  - (v) out of actions between persons insured by **US**
  - (vi) directly or indirectly out of **YOUR** ownership possession or control of any land or buildings
  - (vii) out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract
  - (viii) directly or indirectly due to an infectious disease
2. Any **EXCESS** shown in the Schedule for 2 above.

## SECTION E - LEGAL EXPENSES

### Definitions which only apply to this Section

**APPOINTED LAWYER** - The lawyer or other suitably qualified person, who has been appointed to act for **YOU** under conditions 2 to 8 of this section.

**LEGAL COSTS** - All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the opponent's costs in civil cases if **YOU** have to pay them, or pay them with **OUR** agreement.

**DATE OF THE INCIDENT** - The date the incident happened that may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of the incident is the date of the first of these events.

**INSURED INCIDENT** - An event which causes the death of, or bodily injury to, **YOU**.

### What is covered:

Under this section, **WE** will negotiate for **YOUR** legal rights after an Insured Incident. **WE** will also help in appealing or defending an appeal. If **YOU** use an Appointed Lawyer, **WE** will pay the legal costs for this. The most **WE** will pay for all claims for an Insured Incident, resulting from one or more event arising at the same time or from the same cause is shown in the Schedule of Maximum Sums Insured. **WE** agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which **WE** agree to;
- in civil claims, it is always more likely than not that **YOU** will recover damages (or other legal remedy) or make a successful defence; and
- the Insured Incident happens during the Period of Insurance As well as the general conditions, the following exclusions and conditions apply

### EXCLUSIONS APPLYING TO SECTION E

#### What is not covered:

1. Any claim reported to **US** more than 180 days after the date **YOU** should have known about the Insured Incident.
2. Any legal costs incurred before **WE** agree to pay them.
3. Any claim relating to:
  - a) any illness that develops gradually or is not caused by a specific or sudden accident;
  - b) **YOU** driving a motor vehicle for which **YOU** do not have valid motor insurance;
  - c) an application for Judicial Review.
4. Defending **YOUR** legal rights but defending a counter claim is covered.
5. Any disagreement with **US** that is not in condition 17 of this section.
6. Any legal action **YOU** take which **WE** or the Lawyer have not agreed to or where **YOU** do anything that hinders **US** or the Lawyer.
7. any legal action against **US**, the **INSURER** or **OUR** agents.
8. Fines, damages or other penalties which **YOU** are ordered to pay.

### YOU must do the following:

1. Send everything **WE** ask for in writing and give **US** full details of any claim, and any information **WE** need, as soon as possible.
2. **WE** can take over and conduct, in **YOUR** name, any claim or legal proceedings at any time before an Appointed Lawyer is appointed. **WE** can negotiate any claim on **YOUR** behalf.

3. If **WE** agree to start legal proceedings and **YOU** have to be represented by a lawyer, or if there is a conflict of interest, **YOU** can choose an Appointed Lawyer by sending **US** the lawyer's name and address. **WE** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If **YOU** and **WE** disagree over the choice of Lawyer, another lawyer can be appointed to decide the matter (see condition 17).
4. Before **YOU** choose a lawyer, **WE** can appoint a Lawyer.
5. **WE** will appoint a Lawyer to represent **YOU** according to **OUR** standard terms of appointment. The Appointed Lawyer must co-operate fully with **US** at all times.
6. **WE** will have direct contact with the Lawyer.
7. **YOU** must co-operate fully with **US** and the Lawyer and must keep **US** up-to-date with the progress of the claim.
8. **YOU** must give the Lawyer any instructions that **WE** ask for.
9. **YOU** must tell **US** if anyone offers to settle the claim.
10. If **YOU** do not accept a reasonable offer to settle a claim, **WE** may refuse to pay further legal costs.
11. **YOU** must not negotiate or agree to settle a claim without **OUR** approval.
12. **WE** may decide to pay **YOU** the amount of damages that **YOU** are claiming or is being claimed against **YOU** instead of starting or continuing legal proceedings.
13. If **WE** ask, **YOU** must tell the Lawyer to have legal costs taxed, assessed or audited.
14. **YOU** must take every step to recover legal costs that **WE** have to pay and must pay **US** any legal costs that **YOU** recover.
15. If **YOUR** Appointed Lawyer refuses to continue acting for **YOU** or if **YOU** dismiss **YOUR** Lawyer, the cover **WE** provide will end at once, unless **WE** agree to appoint another Lawyer.
16. If **YOU** stop a claim without **OUR** agreement, or do not give suitable instructions to **YOUR** lawyer, the cover **WE** provide will end at once.
17. If **WE** and **YOU** disagree about the choice of Lawyer, or about how a claim is handled. **WE** and **YOU** can choose another lawyer to decide the matter. **WE** and **YOU** must both agree to this in writing. If **WE** cannot agree with **YOU** about the choice of second lawyer, **WE** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

## HOW TO COMPLAIN

If, for any reason, **YOU** consider that **WE** have not kept **OUR** promise or **YOU** have any cause for complaint regarding this insurance please contact:

The Customer Services Manager at ONE Underwriting Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP.

If **YOUR** complaint is regarding a claim, in the first instance contact The Claims Manager at ONE Claims Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP. Telephone 01992 708708.

If **YOUR** complaint is not resolved to **YOUR** satisfaction by ONE Claims Ltd then **YOU** should contact:

FirstAssist Insurance Services Limited, Customer Relations Office, 1 Drake Circus, Plymouth PL1 1QH. Telephone 0845 071 9069

Please always give details of the policy and complaint, together with the claims reference number. We will review **YOUR** case and reply to **YOU** in writing. If **YOU** are still not satisfied **YOU** can contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The complaints procedure above does not affect any legal rights **YOU** may have to take action against **US**.

Please note that the Ombudsman will not normally review **YOUR** case until such time **WE** have made **OUR** final decision. Please give **US** the opportunity to handle **YOUR** complaint before referring things to the Ombudsman.

## FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN or by calling 0207 892 7300.



