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# Policy Wording

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

▶ **INSURANCE POLICY WORDING:**

**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 insurance policy contains health restrictions that apply to the cover provided under the **CANCELLATION** or **CURTAILMENT** and **MEDICAL & OTHER EXPENSES** sections of this insurance (see the exclusions applying to Sections A, B & C). This insurance **POLICY** operates on the following basis:

1. To be covered, **YOU** must be healthy, fit to travel and to undertake **YOUR** planned trip;
2. The policy will **NOT** cover **YOU** when **YOU** are travelling against medical advice or with the intention of obtaining medical treatment or consultation abroad.

Further to the above, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting **YOU** or a travelling companion will not be covered unless:

- ▶ **YOU** have declared that **PRE-EXISTING MEDICAL CONDITION** to **US**; and/or
- ▶ **YOU** have declared any changes in **YOUR** health or prescribed medication; and
- ▶ **WE** have accepted that condition for insurance in writing.

Each Insured Person who has a **PRE-EXISTING MEDICAL CONDITION** must have declared their condition to us either through our website or by telephone on 0844 334 0155 before each Period of Insurance.

Additionally, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting, a close relative, travelling companion or person with whom you intend to stay whilst on **YOUR** trip will not be covered.

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 Medical Practitioner's 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**. Excesses are applied on a per person, per claim per section basis.

▶ **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.

▶ **BLOCK TRANSFERS:**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial to our clients.

**SCHEME NAME: INSUREWITHEASE****SCHEME NO: OPT/12/01/223**

Dear Traveller,

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/12/01/223 issued by Optimum Underwriting Limited as Underwriting Agents for Ageas Insurance Company Limited. This document gives the full terms, exceptions and conditions of the policy. **YOUR** policy is governed by English Law.

Optimum Underwriting Limited Registered in England No 3805719. Registered Office: 19 Bartlett Street, Croydon, Surrey CR2 6TB.

Ageas Insurance Limited Registered in England: No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Optimum Underwriting Limited (FCA Register number is 308041) and Ageas Insurance Limited (FCA Register number is 202039) are authorised and regulated by the Financial Conduct Authority. **YOU** can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

The policy wording, including any endorsement issued by **US**, constitutes a contract between **YOU** and **US** and is made up of the schedule and this policy document, which together forms the contract of insurance, and is based upon the information that **YOU** provided during **YOUR** application.

This is **YOUR** insurance policy wording and contains all the information **YOU** need to know about **YOUR** Travel Insurance. However, this policy is only valid once a valid Confirmation Email or Schedule of Cover showing proof of payment of premium sums insured, geographical area, period of cover & insured persons is attached.

Please read this policy wording 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 this 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  
(PLEASE SEE SECTIONS M, R AND S FOR SPECIFIC CLAIMS  
PROCEDURES RELATING TO THESE SECTIONS)  
FOR ALL OTHER SECTIONS EXCEPT LEGAL COSTS AND  
EXPENSES**

FOR all other sections 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:

One Claims Limited, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP

**TEL:** 01992 708706

**FAX:** 01992 450 717

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



For Claims under Section I – Legal Expenses – Please contact:

Lexceteras Limited, Minerva House, Holbeach, Technology Park, Park Road, Holbeach, Lincolnshire, PE12 7PT

**TEL:** 0843 208 2031

**FAX:** 01406 493083

**EMAIL:** [Enquiries@lexceteras.co.uk](mailto:Enquiries@lexceteras.co.uk)

Calls may be monitored or recorded for training purposes please quote **YOUR POLICY NUMBER**, the name of your agent and state under which Section(s) a claim is being made. This will ensure **YOU** are sent the correct claim form(s).

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

**IMPORTANT:** To assist **YOU** in making **YOUR** claim, please read below:

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 the claims company from reviewing **YOUR** claim. Please note that additional information or documentation may be required to substantiate **YOUR** claim if it is considered necessary.

**24HR EMERGENCY MEDICAL ASSISTANCE SERVICE**

Contact the Emergency Medical Assistance Service on:

**TEL:** 0044 (0)1992 454263

**FAX:** 0044 (0)1992 708721

Ref: InsurewithEase

**YOU** can use this service outside the **UNITED KINGDOM** during your journey. If **YOU** have a medical emergency please contact The Assistance Company as soon as possible.

The Assistance Company Medical Practitioner's and nurses and other technical support staff are on call 24 hours a day throughout the year. Please give The Assistance Company **YOUR** age and **YOUR** policy certificate number.

The service is available if medically necessary and when **YOU** have a valid policy certificate. It includes:

- ▶ a guarantee to pay hospital or Medical Practitioner fees;
- ▶ a translation service;
- ▶ repatriation arrangements to send **YOU** home by land, sea or air (accompanied by a nurse or Medical Practitioner if necessary);
- ▶ necessary travel arrangements for **YOUR** next-of-kin or the person with whom **YOU** are travelling (if covered under this policy); and
- ▶ an ambulance service to a hospital or nursing home or **YOUR HOME** when **YOU** arrive in the **UNITED KINGDOM** (if necessary)

**OUTPATIENT TREATMENT**

For simple out-patient costs **YOU** should settle the clinic bill directly and claim this back upon **YOUR** return.

**RECIPROCAL HEALTH AGREEMENTS**

**EU, EEA OR SWITZERLAND**

If **YOU** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland, **YOU** are strongly advised to obtain a European Health Insurance Card (EHIC) application from **YOUR** local Post Office. **YOU** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030. This will entitle **YOU** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **WE** will not apply the deduction of **EXCESS** under Section B - Medical and Other Expenses.

**AUSTRALIA**

If **YOU** require medical treatment in Australia, **YOU** must enrol with a local MEDICARE office. **YOU** do not need to enrol on arrival but **YOU** must do this after the first occasion **YOU** receive treatment. Inpatient and outpatient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the health advice for travellers booklet available from **YOUR** local Post Office.

Alternatively, please call The Assistance Company for guidance.

If **YOU** are admitted to hospital contact must be made with The Assistance Company as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact The Assistance Company on telephone number +44(0)1992 454263.

**IMPORTANT DECLARATION**

**PRE-EXISTING MEDICAL CONDITIONS**

This insurance policy contains health restrictions that apply to the cover provided under the **CANCELLATION** or **CURTAILMENT** and Medical and Other Expenses sections of this insurance (see the exclusions applying to Sections A, B & C). This insurance **POLICY** operates on the following basis:

1. To be covered, **YOU** must be healthy, fit to travel and to undertake **YOUR** planned trip;
2. The policy will **NOT** cover **YOU** when **YOU** are travelling against medical advice or with the intention of obtaining medical treatment or consultation abroad.

Further to the above, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting **YOU** or a travelling companion will not be covered unless:

- ▶ **YOU** have declared that **PRE-EXISTING MEDICAL CONDITION** to **US**; and/or
- ▶ **YOU** have declared any changes in **YOUR** health or prescribed medication; and/or
- ▶ **WE** have accepted that condition for insurance in writing.

Each Insured Person who has a **PRE-EXISTING MEDICAL CONDITION** must have declared their condition to us either through **OUR** website or by phone on 0844 334 0155 before each Period of Insurance.

Additionally, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting, a close relative, travelling companion or person with whom you intend to stay whilst on **YOUR** trip will **not** be covered.

## **FAILURE TO DECLARE ANY PRE-EXISTING MEDICAL CONDITION THAT IS RELEVANT TO THE INSURANCE MAY INVALIDATE THE POLICY.**

Based on **OUR** assessment of the medical information supplied to **US**, **WE** will decide whether or not the person is suitable for insurance, or if certain exclusions, restrictions or additional premiums should be imposed. If **WE** offer cover, it is subject to written confirmation by **US**.

### **Definition: Pre-existing medical conditions**

A pre-existing medical condition is one which you have answered yes to one or more of the following questions;

1. Have **YOU** any of the following Medical Conditions for which **YOU** have attended medical consultations or have received, or been referred for any treatment, surgery or clinic during the 2 years prior to the commencement of cover under this policy and/or prior to any trip:
  - ▶ Diabetes mellitus;
  - ▶ Cancer;
  - ▶ any growth or form of malignancy;
  - ▶ epilepsy or fits;
  - ▶ asthma, bronchitis or any other lung or respiratory condition;
  - ▶ any kidney or bladder disorder;
  - ▶ any mental or psychological condition?; or
2. have **YOU** any other Medical Condition that is ongoing; or from which **YOU** have suffered symptoms or required medical attention or treatment during the 2 years prior to the commencement of cover under this policy and/or prior to any trip?; or
3. have **YOU**:
  - ▶ any cardiovascular problem (e.g. heart attack, angina, chest pain, palpitations, any other heart condition, hypertension (raised blood pressure), blood clots, raised cholesterol); or
  - ▶ any cerebrovascular problem (e.g. stroke, transient ischaemic attack, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip?

### **TRAVELLING WHEN PREGNANT**

Pregnancy is not a medical condition, so **YOU** are able to travel until **YOU** are quite late into **YOUR** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **YOU** should check with them or any other mode of transport **YOU** propose to take before **YOU** book. Please make sure that **YOUR** Medical Practitioner and Midwife are aware of **YOUR** travel plans, that there are no known complications and that **YOU** are not travelling against any medical advice.

### **BY AIR**

After 28 weeks most airlines will require a letter from **YOUR** Medical Practitioner or Midwife confirming **YOUR** Estimated Date of Delivery and stating that there are no complications. **YOU** may travel, but **YOUR** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

### **BY SEA**

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

### **BY CAR, COACH AND TRAIN**

There are no known restrictions. Please make sure **YOUR** Medical Practitioner or Midwife are aware of **YOUR** travel plans and that there are no known complications

With respect to **CANCELLATION** cover the exclusion applies to **YOUR** state of health at the time **YOU** applied for this insurance and the policy was issued. With respect to **CURTAILMENT** cover and 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, unless **YOU** have declared the condition to **US** prior to **YOUR** departure and **WE** have written to **YOU** accepting it for this insurance policy.

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 may not be able to have the condition covered for Medical or **CURTAILMENT** expenses as this will be deemed to be an excluded pre-existing condition.

**TO DECLARE A CHANGE IN YOUR STATE OF HEALTH OR PRESCRIBED MEDICATION, YOU SHOULD CONTACT US DURING OFFICE HOURS ON 0844 334 0155 TO SEE IF WE CAN CONTINUE TO PROVIDE COVER FOR YOUR TRIP.**

**WE** may in the light of such changed circumstances not be able to continue cover under sections A and B 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.

### **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 within the wording of the Policy.

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

### **INSURER/WE/OUR/US (EXCLUDING SECTIONS M, R & S)**

Optimum Underwriting Limited as Underwriting Agents for Ageas Insurance Limited.

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

**PERIOD OF INSURANCE** - The Confirmation Email or Schedule of Cover 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:

For Single Trip Cover **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**. For Annual Multi Trip Cover **CANCELLATION** cover starts when you book your trip or the start date of the policy (Which ever 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 or Schedule of Cover 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 for Silver and Gold Cover and 45 Days for Platinum Cover, 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. If the Wintersports option has been taken, this is limited to 17 days in total for wintersports trips.

All trips must include a Pre-booked outward and return journey from and to the UK for the Insurance to be valid.

**NOTE:** Cover must be effected prior to departing the UK for Insurance to be valid.

**CURTAIL/CURTAILMENT** - 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 **CURTAILMENT** 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.

**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. Excesses are applied on a per person, per claim, per section basis.

**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 E.

**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, ipods/ipod touch discs, MP3/4 or mini-disc players, ebook readers and 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.

**MONEY** - cash taken for private purposes comprising cash only.

**PASSPORTS/TICKETS AND DOCUMENTS** - Passports, travel tickets, green cards and driving licences.

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

**OUTWARD JOURNEY** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the International 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 International 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 and activities that can be covered).

**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 (as detailed below) or country shown on **YOUR** Confirmation Email or Schedule of Cover and for which the appropriate premium has been paid.

**United Kingdom:** Is United Kingdom, and Isle of Man

**Benelux Countries:** Is Belgium, Holland and Luxembourg plus France and Germany.

**Europe:** Is all the countries above plus The Republic of Ireland, The Channel Islands, The Continent of Europe, West of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non-European Countries bordering the Mediterranean (excluding Egypt, Algeria, Israel, Lebanon, Libya & Syria)

**Worldwide 1:** means anywhere in the World except USA, Canada and the Caribbean

**Worldwide 2:** means anywhere in the World including the USA, Canada and the Caribbean

**Australia and New Zealand:** is Australia and New Zealand only

**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.

**MUGGING** - The violent and threatening attack necessitating **YOUR** medical treatment.

**GOLFING / GOLF EQUIPMENT**- golf clubs, trolleys, bags and specialised clothing and umbrellas used exclusively for playing or practicing golf, but excluding balls, tees, gloves and buggies.

## **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 E (**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, including wear and tear, 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 of Cover 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 and you have paid the appropriate premium. With regard to activities list B-D the age limit is 65yrs old. 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 H (Personal Liability) **YOU** will not be covered for liability whilst participating in Hazardous Pursuits or 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:

- ▶ Football
- ▶ Golf
- ▶ Racket Ball
- ▶ Rambling
- ▶ Rounders
- ▶ Water Polo

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
- ▶ Angling
- ▶ Archery
- ▶ Badminton
- ▶ Bamboo Rafting (only on inland waters or coastal waters within a 12 mile limit of land)
- ▶ Banana Boating
- ▶ Baseball
- ▶ Basketball
- ▶ Beach games
- ▶ Blade Skating
- ▶ Board Sailing (only on inland waters or coastal waters within a 12 mile limit from land)
- ▶ Body Boarding/Boogie Boarding (only on inland waters or coastal waters within a 12 mile limit from land)
- ▶ Bowls
- ▶ Catamaran Sailing (inland waters only) European Waters only
- ▶ Clay Pigeon Shooting
- ▶ Cricket
- ▶ Croquet
- ▶ Cross Country Running
- ▶ Curling
- ▶ Cycling (but not BMX and mountain bikes)
- ▶ Dinghy Sailing (inland waters only) within a 12 mile limit from land
- ▶ Dragon Boat Racing
- ▶ Fell walking, rambling and trekking
- ▶ Fishing
- ▶ Sea Fishing
- ▶ Fruit or Vegetable Picking (under 3 metres)

- ▶ Glass Bottom Boats
- ▶ Goalball
- ▶ Golf
- ▶ Handball
- ▶ Hobbie Catting (only on inland or coastal waters within a 12 mile limit from land) European Waters
- ▶ Ice-skating (rink only)
- ▶ Jet Boating
- ▶ Jogging
- ▶ Kite Boarding
- ▶ Kite Surfing
- ▶ Motorcycling up to 50cc
- ▶ Netball
- ▶ Non-Manual Labour – excluding Animal Sanctuary/Refuge work
- ▶ Parascending (towed by boat)
- ▶ Rafting, canoeing and kayaking (including white water up to grade 3)
- ▶ Pilates
- ▶ Pony Trekking
- ▶ Power Boating (non-competitive)
- ▶ Rackets
- ▶ Racquet Ball
- ▶ Roller skating
- ▶ Rounder's
- ▶ Scuba diving (up to 18 metres)
- ▶ Skateboarding
- ▶ Snooker, pool and billiards
- ▶ Snorkelling
- ▶ Softball
- ▶ Spinning
- ▶ Squash
- ▶ Surfing
- ▶ Swimming (in pool or inland waters or coastal waters within a 12 mile limit from land)
- ▶ Swimming with Dolphins
- ▶ Table tennis
- ▶ Ten Pin Bowling
- ▶ Tennis
- ▶ Trampolineing
- ▶ Trekking/Hiking up to 2000 metres
- ▶ Tubing
- ▶ Tug of War
- ▶ Volleyball
- ▶ Wakeboarding
- ▶ Walking
- ▶ Water Polo
- ▶ Water-skiing (only on inland waters or coastal waters within a 12 mile limit from land)
- ▶ Windsurfing (only on inland waters or coastal waters within a 12 mile limit from land)
- ▶ Yachting, boating, sailing and rowing (only on European waters)

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:

- ▶ Breathing Observation Bubble (BOB) up to 18 metres
- ▶ Bungee Jump No PA cover
- ▶ Camel/Elephant Riding
- ▶ Charity Rallies (No Racing)
- ▶ Cycle Touring
- ▶ Deep Sea Fishing
- ▶ Dog Sledging
- ▶ Farm Work (manual, excluding the use of powered machinery)
- ▶ Fencing
- ▶ Fives
- ▶ Flying a private plane or small aircraft
- ▶ Flying as a passenger in a private or small aircraft
- ▶ Football/Soccer
- ▶ Go Karting (Specific use) up to 250cc
- ▶ Gorilla Trekking
- ▶ Gymnastics
- ▶ Hiking (between 2,000 and 6,000 metres altitude)
- ▶ Hockey
- ▶ Horse riding over 7 days (no Polo, Hunting, Jumping)

- ▶ Hot Air Ballooning
- ▶ Hydro Zorbing
- ▶ Kayaking European waters only
- ▶ Manual Work (ground level only, no machinery)
- ▶ Motorcycling (between 51cc – 125cc, no racing) as a rider or passenger when wearing a helmet, provided the rider holds an appropriate UK licence
- ▶ Paint Balling
- ▶ Passenger Sledge
- ▶ Quad Biking (no racing) under 125cc as a rider or passenger when wearing a helmet, provided the rider holds an appropriate licence
- ▶ Safari (not involving use of firearms)
- ▶ Scuba Diving (between 18 and 30 metres)
- ▶ Sea Canoeing/Kayaking – inland waters only European waters only
- ▶ Trekking (between 2,000 and 6,000 metres altitude)
- ▶ White Water Canoeing/Rafting (Grade 4)
- ▶ Wind Tunnel Flying

### 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:

**PLEASE NOTE:** If you have purchased Winter Sports Cover **YOU** will be covered for winter sports activities listed below and do not require Category C cover

- ▶ Abseiling
- ▶ Devil Karting
- ▶ Dirt Boarding
- ▶ Fell Running/Walking
- ▶ Gaelic Football
- ▶ Glacier Skiing
- ▶ Gliding
- ▶ Hurling
- ▶ Ice Fishing
- ▶ Kendo (Training only)
- ▶ Kick Boxing (Training only)
- ▶ Lacrosse
- ▶ Martial Arts (Training only)
- ▶ Motor Cycling over 125cc. Must have a full Clean Licence and be over the age of 25 years as a rider or passenger when wearing a helmet
- ▶ Octopush/Water Hockey
- ▶ Off Piste Skiing (with a professional guide/instructor within recognised resort areas)
- ▶ Outdoor Endurance Events
- ▶ Roller Hockey
- ▶ Rugby
- ▶ Shark Diving (Cage)
- ▶ Shinty
- ▶ Sail Boarding
- ▶ Sand Boarding
- ▶ Sand Dune Surfing/Skiing
- ▶ Sand Yachting
- ▶ Ski Dooing
- ▶ Ski Run Walking
- ▶ Ski Yawing
- ▶ Skiing (Cross Country)
- ▶ Skiing
- ▶ Skiing (Dry Slope)
- ▶ Skiing, Big Foot
- ▶ Sledging
- ▶ Snow Blading
- ▶ Snow Boarding
- ▶ Snow Bobbing
- ▶ Snow Carting
- ▶ Snow Decking
- ▶ Snow Go Karting up to a 125cc
- ▶ Snow Parascending
- ▶ Snow Scooting
- ▶ Snow Shoe Walking
- ▶ Snow Shoeing
- ▶ Snow Tubing
- ▶ Snow Zorbing
- ▶ Snow Kiting
- ▶ Snow Mobiling
- ▶ Snowboarding (Dry Slope)
- ▶ Snowcat Driving

- ▶ Snowcat Skiing
- ▶ Tree Top Canopy Walking
- ▶ White Water Canoeing (Grade 5 to 6)
- ▶ White Water Rafting (Grade 5 to 6)
- ▶ Yachting (racing/crewing) – outside Coastal waters but within European 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)
- ▶ Athletics
- ▶ Biathlon
- ▶ BloKarting
- ▶ BMX Cycling
- ▶ Cat Skiing
- ▶ Cyclocross
- ▶ Gliding
- ▶ Hang Gliding
- ▶ Heptathlon
- ▶ Heli skiing
- ▶ High Diving
- ▶ Horse Jumping (no Polo, Hunting)
- ▶ Horse Training (not competitive riding)
- ▶ Hydro Speeding
- ▶ Ice Cricket
- ▶ Ice Go Karting
- ▶ Ice Hockey
- ▶ Ice Windsurfing
- ▶ Kite Buggy
- ▶ Kite Landboarding
- ▶ Land Skiing
- ▶ Land Yachting
- ▶ Langlauf
- ▶ Lugging
- ▶ Manual Work (including the use of light hand held machinery)
- ▶ Marathon Running
- ▶ Micro Lighting
- ▶ Modern Pentathlon
- ▶ Mono Skiing
- ▶ Motor Track Days
- ▶ Mountain Biking
- ▶ Mountain Boarding
- ▶ Nordic Skiing
- ▶ Parachuting
- ▶ Para Carting
- ▶ Paragliding
- ▶ Paramotoring
- ▶ Parascending (over land)
- ▶ Parasailing
- ▶ Professional Entertaining (stage acting/dancing/magician/singing etc. on cruise ships)
- ▶ Rap Running/Jumping
- ▶ Ringos
- ▶ Rock Climbing
- ▶ Rock Scrambling
- ▶ Scuba diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member
- ▶ Sky Diving
- ▶ Tandem Skydive
- ▶ Tobogganing
- ▶ Triathlon
- ▶ Working in Animal Sanctuary/Refuge Work – Domestic
- ▶ Wrestling
- ▶ Via Ferratta
- ▶ Zip Trekking

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 18 metres (see Category A) or 30 meters (see category B) or 40 meters (see category D) 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.

## 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 of cover. The **EXCESS** is applied on a per claim per person, per section basis. If **WE** agree to a medical expenses claim (section B) which has been reduced by **YOUR** using an EHIC 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 section of the policy 'Please note failure to observe the foregoing requirements will invalidate any claim' below (also 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 under '24hr emergency medical assistance service' for help. 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 should be paid locally and claimed for on **YOUR** return to the United Kingdom.

**IMPORTANT:** please quote **YOUR** policy number and your cover (Silver, Gold or Platinum). 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.

## 8. INSURERS (EXCLUDING SECTIONS M, R & S)

Optimum Underwriting Limited as Underwriting Agents for Ageas Insurance Limited.

## 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 with **YOUR** schedule of cover or confirmation email 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 available to United Kingdom Residents, **YOU** must have resided in the United Kingdom for no less than 6 consecutive months, have a permanent United Kingdom address and be registered with a UK General Practitioner.

This policy is only valid if **YOU** also have a valid Confirmation Email or Schedule of Cover 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 or Schedule of Cover and send them to the claims company 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 or Schedule of Cover. These trips must involve an **OUTWARD** and **RETURN JOURNEY** being completed during the maximum permitted trip duration of 31 days for Silver and Gold cover and 45 days for Platinum cover unless otherwise stated on the Confirmation Email or Schedule of Cover. 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 and **YOUR** policy must not have expired.

## 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 Medical Practitioner's 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.

## 12. CLAIMS YOUR DUTIES

- 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.
- 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
- YOU** must inform the Police of all loss or theft of property within 48 hours of discovery of such loss or theft and obtain a copy of the Police report in support of any claim.
- If **PERSONAL POSSESSIONS** or Golfing or Ski Equipment or Business 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.
- YOU** must at all times act in a reasonable manner to prevent or minimize a claim.

## 13. CLAIMS OUR RIGHTS

- No admission, offer, promise, payment or indemnity will be made or given by **YOU** or on **YOUR** behalf without **OUR** written consent.
- 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.
- In case of illness or injury **WE** may approach any Medical Practitioner 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.
- YOU** must supply at **YOUR** own expense a Medical Practitioner 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

### Introduction

Please make sure that **YOU** read and understand this Data Protection Notice as it explains to **YOU** what **WE** will do with the information that **YOU** give us. If **YOU** apply for **OUR** products and/or services it is highly likely that **WE** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **YOU** should show this notice to any other person covered under **YOUR** insurance policy. If **YOUR** application includes other individuals **WE** will assume that they have given their consent to **YOU** for **YOU** to give their information to **US**.

### PROTECTION OF YOUR PERSONAL DATA

The security of **YOUR** personal information is very important to **US** and **WE** are compliant with all current data protection legislation. All personal information that **YOU** supply to **US** either in respect of yourself or other individuals in connection with **OUR** products and/or services will be treated in confidence by **US** and will be held by **US** for the purpose of providing and administering **OUR** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **YOU** complete an application form for **OUR** products and/or services **YOU** will be giving **YOUR** consent to such information being processed by **US** (which may include other companies within **US**) or **OUR** agents.

It may be necessary to pass **YOUR** personal and sensitive data to other companies for processing on **OUR** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **YOUR** personal data, but in all cases **WE** will ensure that it is kept securely and only used for the purposes for which it was provided.

### TELEPHONE CALLS

Please note that for **OUR** mutual protection, telephone calls to **US** or our agents may be monitored and/or recorded.

### RENEWAL OF ANNUAL TRAVEL INSURANCE POLICIES

All renewals are at **OUR** discretion. We will notify **YOU** that **YOUR** policy is due for renewal 28 days before it expires and include a quotation based closely on **YOUR** current cover type.

Where possible we will automatically renew **YOUR** policy for a further 12 months. Automatic credit card renewal ensures that **YOU** never have to worry about travelling uninsured. **WE** will debit **YOUR** payment card annually. Contact details will be provided along with **YOUR** renewal quotation so that **YOU** can get in touch if **YOU** need to make any changes to **YOUR** cover, for instance; declare a medical condition, add extra cover for sports or activities, change the geographic area or the level of cover required.

Payment will be taken from **YOUR** card on the renewal date.

If we are unable to renew your policy for any reason, we will contact **YOU** by email, letter or telephone.

If you would prefer not to automatically renew **YOUR** annual travel insurance you can let **US** know by email, telephone or letter at any time. In this instance **WE** will contact **YOU** to let you know when **YOUR** policy is due to expire but will not issue a new policy or charge **YOUR** card unless **YOU** instruct us to do so.

Once **YOUR** policy has been renewed, whether automatically or after your instruction, **YOU** have a 14 day cooling off period, when **YOU** can cancel the cover and receive a full refund, provided no claim has been made.

**WE** are unable to automatically renew **YOUR** policy if **YOU** have any pre-existing medical conditions.

### 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 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 Supplier/Tour Operator or Travel Agency where **YOUR** trip was booked and obtain a **CANCELLATION** invoice. Any **CANCELLATION** claim will be settled at the time **YOU** were aware **YOU** had to cancel the trip and the amount payable will be based on the Suppliers/Tour Operators/Travel Agencies **CANCELLATION** scale at that time.
- ▶ Telephone the claims number, (see 'What to do if you need to make a claim')-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 24HR EMERGENCY MEDICAL ASSISTANCE SERVICE FOR CASES INVOLVING MORE THAN SIMPLE OUTPATIENT TREATMENT.**

- ▶ **YOU** must keep receipts or accounts for all expenses incurred.
- ▶ **YOU** should pay the hospital/clinic/Medical Practitioner for routine or simple outpatient treatment and claim back on **YOUR** return to the United Kingdom. If **YOU** think the level of treatment is excessive 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 48 hours of discovery and obtain a written Police report. Also report to **YOUR** Courier or Hotel/Apartment Manager whenever it is appropriate.

### **MONEY, PASSPORTS, TICKETS OR DOCUMENTS**

- ▶ **YOU** must report all theft or losses to the Police within 48 hours of discovery and obtain a written Police report. Also report to **YOUR** Courier or Hotel Apartment Manager whenever it is appropriate.
- ▶ **YOU** must enclose confirmation from **YOUR** bank or bureau de change of the issue of foreign currency. In the case of Sterling **YOU** must produce documentary evidence.
- ▶ For a lost or destroyed Passport **YOU** need to supply **US** with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the Passport.

### **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. any claim arising as a result of:
  1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
  - i. this exclusion will not apply to Section B – Medical and Other Expenses, or Section C – Personal Accident, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities.

2. any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
  - i. this exclusion will not apply to Section B – Medical and Other Expenses, or Section C – Personal Accident, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities,
  - ii. provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.
3. any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents: An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
4. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;
5. any other loss connected to the event **YOU** are claiming for, unless **WE** provide cover under this policy;
6. 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:
  - ▶ ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ▶ the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
7. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
9. Claims arising directly or indirectly from **YOUR** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs
10. Claims arising directly or indirectly from Hazardous Pursuits that are not specified under the Hazardous Pursuits list of this policy for which the appropriate Additional Premium has been paid.
11. 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
12. Claims for persons aged over 75 years of age for Single Trip Cover and 65 years of age for Silver and Gold and 60 years of age for Platinum Annual Multi-Trip Cover or for persons aged under 18 years old travelling without an insured adult named on the Schedule of Cover
13. Any **EXCESS** shown in the Schedule of Cover and Limits of Indemnity Per Insured Person.
14. Cruise Holidays unless the appropriate premium has been paid
15. Any circumstances that are known at the time of purchasing this insurance or at the time of booking **YOUR** trip, whichever is latest, which could reasonably be expected to give rise to a claim
16. Any claim arising as a result of **YOUR** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
17. any claim which arises directly or indirectly from **YOU** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever.

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

## SECTION A – CANCELLATION OR CURTAILMENT

**NOTE:** If you have opted to remove this section then the following cover will not apply.

What is covered:

**WE** will indemnify **YOU** up to the limit shown in the Schedule of Cover for:

- ▶ 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
- ▶ 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
3. **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.
4. **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
5. **CANCELLATION** or interruption of scheduled public transport consequent upon **HIJACK** occurring during the Period of Insurance.
6. 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 MEDICAL PRACTITIONER 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:

1. any expense following **YOUR** disinclination to travel or to continue with **YOUR** trip or loss of enjoyment on **YOUR** trip
2. any expense arising from circumstances which could reasonably have been anticipated at the time **YOU** booked **YOUR** trip.
3. Any expense which you have agreed to pay, if your trip is cancelled due to a pre-existing medical condition relating to you, or any person whose illness or death would cause you to cancel or curtail your trip, unless you have declared the condition to us prior to your departure and we have written to you accepting it for this insurance policy.
4. the cost of any visa required in connection with **YOUR** trip; for **YOU** undertaking a trip, if at the start of **YOUR** trip, during **YOUR** trip or on **YOUR** return date, **YOU** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy by air;
5. Avios Awards, Loyalty card vouchers or points or unused Timeshare points;

(see also the Specific Exclusions applying to Sections A, B and C in the policy)

## SECTION B – 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 limit shown in the

Schedule of Cover against the following expenses which **YOU** necessarily incur outside the United Kingdom:

1. Necessary Emergency 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
2. 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**.
3. The expense of a qualified medical attendant or other person authorised by **US** required on medical advice to escort **YOU** home
4. 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.
5. 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 shown in the schedule of cover for each complete 24 hours **YOU** are hospitalised up to a maximum shown in the Schedule of Cover

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 2, 3 and 4, above (transportation of remains not burial) are concerned.

### SPECIAL PROVISION 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:

1. expenses which **YOU** incur in **YOUR** normal country of residence (other than 2, 3 or 4 above for United Kingdom trips only)
2. 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.
3. 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.
4. any expense which **YOU** incur more than twelve months after the occurrence of the injury or illness to which the claim refers
5. any expense which is not usual, reasonable or customary for the medical services and/or supply
6. 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, chiropodist or osteopath or for non-medical costs
7. 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.
8. Claims arising directly or indirectly as a result of **YOUR** pre-existing medical condition(s) unless **YOU** have declared these to **US** prior to **YOUR** departure and **WE** have written to **YOU** accepting them for this insurance.

(see also the Specific Exclusions applying to Sections A, B and C detailed below)

## SECTION C – PERSONAL ACCIDENT

What is covered:

If **YOU** sustain bodily injury caused solely by accidental, violent, external and visible means and such bodily injury solely and directly results within twelve months in **YOUR** death or disablement, **WE** will pay to **YOU** or your legal representative the benefits shown in the Schedule of Cover in accordance with the following items:

**ITEM 1** Death

**ITEM 2** Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

**ITEM 3** Permanent total disablement resulting in **YOUR** permanent and absolute inability to attend to any profession, business or gainful occupation of any and every kind provided that:

▶ if **YOU** are under 16 years of age the benefit under Item 1 is limited to £1,500

▶ if **YOU** are aged 65 years or over Item 1 is limited to £1,500 and no compensation will be payable under items 2 or 3.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION C

What is not covered:

No compensation will be payable:

- under more than one of items 1,2 or 3 and on payment of a claim under any one of these items all liability under this Section will cease in so far as **YOU** are concerned
- In respect of claims arising from any medical condition or treatment or illness or disease. (See also the Specific Exclusions applying to Sections A, B and C detailed below)

## EXCLUSIONS APPLYING TO SECTION A, B & C

What is not covered:

Claims arising from:

- All pre-existing medical conditions that have not been declared and accepted by **US** 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 and the appropriate premium being paid
- For claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- the cost of any visa required in connection with **YOUR** trip;
- for **YOU** undertaking a trip, if at the start of **YOUR** trip, during **YOUR** trip or on **YOUR** return date, **YOU** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days after a multiple pregnancy when travelling by air;
- Avios Awards, Loyalty card vouchers or points or unused Timeshare points;

## SECTION D – TRAVEL DELAY & MISSED DEPARTURE

What is covered:

- If as a direct result of the outbreak of Strike or Industrial Action or weather conditions affecting scheduled public transport which has been the subject of **ADVANCED BOOKING** by **YOU**, or mechanical or electrical breakdown of motor transport or train or aircraft or watercraft which has been the subject of **ADVANCED BOOKING** by **YOU** occurring after the date of commencement of cover, the departure time of the **OUTWARD JOURNEY** or **RETURN JOURNEY** takes place more than 12 hours after the departure time appearing on **YOUR** ticket, **WE** will indemnify **YOU** as shown below:

a. Delay Compensation - An amount as stated in the Schedule of Cover

b. **CANCELLATION** Compensation - If **YOU** elect to cancel the **OUTWARD JOURNEY** after a delay exceeding 24 hours as described above **WE** will indemnify **YOU** in respect of irrecoverable travel or **ACCOMMODATION** deposits or charges paid or contracted to be paid under Section A

- If **YOU** miss **YOUR** booked departure due to late arrival at the point of international departure caused by accident or electrical or mechanical breakdown to the conveyance in which **YOU** are travelling, or to exceptional and unforeseeable traffic conditions, in the course of:-

a. **YOUR** direct journey to the point of international departure immediately prior to commencement of the **OUTWARD JOURNEY** from the United Kingdom, or

b. **YOUR** direct journey to the point of international departure immediately prior to commencement of the **RETURN JOURNEY** to the United Kingdom.

**WE** will pay up to the limit stated in the Schedule of Cover for additional travel and **ACCOMMODATION** charges which **YOU** necessarily and reasonably incur to continue **YOUR** journey.

Provided that:

- any payment **WE** make in respect of 1 a. above for delays in the **OUTWARD JOURNEY** will be deducted from any subsequent payment made under 1 b.
- in respect of 1 above **YOU** must check-in according to the itinerary provided by the Tour Operator or Carrier, and obtain written confirmation of the delay from such Tour Operator or Carrier
- compensation as described in 1 b. above is only payable in respect of delays on the **OUTWARD JOURNEY** from the United Kingdom
- YOU** must produce independent evidence in writing to support any claim
- OUR** limit of liability under 1 b. will not exceed the amount stated in the Schedule for Section A **CANCELLATION**
- in respect of 2 above **YOU** must take all reasonable steps to arrive at the departure point at or before the recommended check in time and have allowed sufficient time for **YOUR** journey.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION D

What is not covered:

- circumstances which could reasonably have been anticipated at the date this insurance was effected
- withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country
- any **EXCESS** shown in the Schedule for item 1 b.

## SECTION E – PERSONAL POSSESSIONS

**NOTE:** If you have opted to remove this section then the following cover will not apply.

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 of Cover (no single article being insured for more than the limit shown in the Schedule of Cover. 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 of Cover (no single article being insured for more than the limit shown in the Schedule of Cover).
- 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 shown in the Schedule of Cover 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 of Cover.
- 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

4. **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 E

What is not covered:

1. More than £50 per single item, up to a Maximum of £200 in total for any one claim, if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
2. 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
3. loss of or theft of or damage to contact or corneal lenses, dentures, hearing aids, mobile telephones, smart phones and/or accessories, computers/games consoles (including handheld consoles) laptops, ipads, computer tablets or similar and/or accessories, 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
4. loss of or damage to property shipped as freight or under a bill of lading
5. Prescription glasses or sunglasses are limited to the amount shown in the Schedule of Cover.

(see also the Specific Exclusions applying to Sections E, F and G detailed below)

### SECTION E1 – EXTENSION TO SECTION E PERSONAL PROPERTY - GADGET COVER

This cover is provided only if **YOU** have paid the premium required.

What is covered:

**WE** will indemnify **YOU** up to the amount shown in the schedule of cover and limits for the intrinsic value or cost of repair of **YOUR laptop, tablet or mobile phone** (not hired, loaned or entrusted to **YOU**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation).

What is not covered:

1. the **excess** shown in the schedule of cover and limits of each and every incident per each insured person involved in the incident;
2. if **YOU** do not exercise reasonable care for the safety and supervision of **YOUR** property;
3. loss, destruction, damage or theft of any items left **UNATTENDED** in a public place, or a place to which members of the general public have access;
4. if, in the event of loss, burglary, or theft of **YOUR laptop, tablet or mobile phone** and **YOU** do not report this to the police within 48 hours, and do not obtain a written police report;
5. loss, destruction, damage or theft:
  - a. from confiscation or detention by customs or other officials or authorities;
  - b. due to wear and tear, denting or scratching, moth or vermin;
  - c. of **YOUR laptop, tablet and mobile phone** left as checked-in baggage;
6. **laptops, tablets or mobile phones** stolen from:
  - a. an **UNATTENDED** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
  - b. an **UNATTENDED** vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am;
7. any shortages due to error, omission or depreciation in value;
8. any property more specifically insured or recoverable under any other source;
9. anything mentioned in the General Exclusions

### SECTION F PERSONAL MONEY

**NOTE:** If you have opted to remove this section then the following cover will not apply.

What is covered:

**WE** will indemnify **YOU** up to the amount stated in the Schedule of Cover in respect of accidental loss or theft of **MONEY** whilst on **YOUR** person or whilst in a safety deposit box within a hotel or bank or whilst in **YOUR** securely locked accommodation under **YOUR** control.

Provided that:

1. **YOU** take reasonable precautions for the safety of the property insured

2. **YOU** must supply at **YOUR** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if so required
3. **OUR** limit of liability in respect of cash being carried on any one person is up to the amount stated in the Schedule (for persons aged under 16 years the loss of cash limit is £125)

### SPECIFIC EXCLUSIONS APPLYING TO SECTION F

What is not covered:

1. shortages of **MONEY** due to error or omission or depreciation in value or currency transfers costs (see also the Specific Exclusions applying to Sections E, F and G below)

### SECTION G – PASSPORT

What is covered:

**WE** will indemnify **YOU** up to the amount shown in the Schedule of Cover for the reasonable costs in obtaining a replacement passport (or travel document) to enable **YOU** to return to the United Kingdom following the accidental loss or theft of **YOUR** Passport whilst outside the United Kingdom.

### EXCLUSIONS APPLYING TO SECTIONS E, F & G

What is not covered:

1. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
2. loss or theft unless a) **YOU** have reported the loss or theft to the nearest Police authority within 48 hours of discovery and b) **YOU** have obtained a written Police report
3. loss of or theft of:
  - a. **VALUABLES**, Passports or **MONEY** from an **UNATTENDED** vehicle at any time.
  - b. 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.
4. theft of property left **UNATTENDED** other than as provided above or whilst in **YOUR** securely locked accommodation.
5. loss of, theft of or damage to **VALUABLES** or **MONEY** whilst in a suitcase or holdall or bag or similar receptacle outside **YOUR** immediate control.

### SECTION H – PERSONAL LIABILITY

What is covered:

**WE** will indemnify **YOU** against all sums up to the amount shown in the Schedule of Cover 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 the rented accommodation limit shown in the Schedule of Cover 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 H

What is not covered:

1. Claims arising:
  - a. 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
  - b. directly or indirectly out of the ownership, possession or use of animals or firearms
  - c. from any Hazardous Pursuit
  - d. directly or indirectly out of or incidental to **YOUR** business or trade or profession including voluntary work or any form of child minding
  - e. out of actions between persons insured by **US**

- f. directly or indirectly out of **YOUR** ownership possession or control of any land or buildings
  - g. out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract
  - h. directly or indirectly due to an infectious disease
2. Any **EXCESS** shown in the Schedule for 2 above.

## SECTION I - LEGAL COSTS AND EXPENSES

This section of cover is arranged and managed by Lexceteras Limited.

### DEFINITION OF WORDS THAT APPLY TO THIS SECTION OF COVER

Throughout this cover, the words and phrases listed below have the meanings given next to them and are printed in bold:

**INSURED PERSON, YOU, YOUR** - any person shown on the Schedule of Cover as being insured under this policy.

**WE, OUR, US** - the Insurer and Lexceteras Limited

What is covered:

If **YOU** die or are injured as a result of an accident which occurs during **YOUR**

trip during the period of insurance, and **YOU** or **YOUR** legal representative

take legal action to get compensation, **WE** will do the following in an attempt

to get compensation for the death or injury:

1. provide up to £25,000 for each insured person (but not more than £50,000 in total for all insured persons) for any fees and other disbursements reasonably incurred by **YOUR** legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **US**;
2. any costs payable by **YOU** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings;
3. any fees, expenses and other disbursements reasonably incurred in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator;
4. provide up to £1,000 for each insured person, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 1) above;
5. if no compensation is received either as a result of the claim being abandoned or failing, then subject to the limits of cover stated in the policy and policy schedule **WE** will pay the costs incurred;
6. if compensation is recovered for **YOU** then the usual costs rules of the relevant jurisdiction will apply. In some jurisdictions **YOU** will recover **YOUR** costs, in others **YOU** will not. Any costs not recovered must first be met from the compensation. If the value of the costs not recovered exceeds the compensation then **WE** will pay the balance of costs after the application of the compensation, subject to the limits of the cover in the policy and policy schedule.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION I

What is not covered:

1. legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, the Insurers or their agents, someone **YOU** were travelling with or another **INSURED PERSON**;
2. legal costs and expenses incurred prior to the granting of support by **US** in writing;
3. any claims notified to **US** more than 180 days after the date of the incident giving rise to such claim;
4. any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
5. any claim where **YOU** are insured for legal costs and expenses under any other insurance policy;
6. any claim where legal costs and expenses are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement);
7. legal costs and expenses incurred if an action is brought in more than one country;
8. any claim where in **OUR** opinion there is insufficient prospect of success in obtaining a reasonable benefit;
9. anything detailed in the General Exclusions.

Conditions

1. **WE** shall have complete control over the legal proceedings and the appointment and control of a lawyer. **WE** shall

appoint a lawyer on **YOUR** behalf with the expertise necessary to pursue **YOUR** claim.

2. **YOU** must follow the lawyer's advice and provide any information and assistance required. Failure to do so will entitle **US** to withdraw cover.
3. **WE** must have access to any and all of the lawyer's file of papers.
4. **WE** may include a claim for **OUR** legal costs and expenses.

## SECTION J – CATASTROPHE

What is covered:

**WE** will pay **YOU** up to the limit shown in the Schedule of Cover should **YOU** be forced to move from **YOUR** pre-booked and pre-paid **ACCOMMODATION** outside of the United Kingdom as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive occurring while **YOU** are abroad and which is confirmed in writing by local or national authority for the additional irrecoverable travel or **ACCOMMODATION** costs necessarily incurred to continue with **YOUR** prepaid trip or, if the trip cannot be continued, for **YOUR** return to the United Kingdom.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION J

What is not covered:

No compensation will be payable for:

1. Any expense following **YOUR** disinclination to travel or to continue with **YOUR** trip when official directives from the local or national authority state it is acceptable to do so.
2. Any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.
3. Any cost or expense resulting from circumstances existing prior to **YOUR** arrival at **YOUR** pre-paid and pre-booked accommodation

## SECTION K – HIJACK

What is covered:

If **YOU** are prevented from reaching **YOUR** scheduled destination as a result of **HIJACK** of the aircraft or ship in which **YOU** are travelling, **WE** will pay **YOU** for each full 24 hours of delay up to the maximum stated in the schedule.

Provided that:

1. Compensation is only payable if no claim is made under Section A Cancellation or Section D Travel Delay.
2. **YOU** must produce independent evidence in writing in support of any claim.

## SECTION L - PETCARE

What is covered:

In the event of a delay of more than 12 hours to **YOUR** final planned inbound flight, rail or sea trip to the United Kingdom or Republic of Ireland, **WE** will indemnify **YOU** up to the amount stated in the Schedule of Cover in respect of additional kennel and/or cattery fees necessarily incurred as a direct result of the delay.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION L

What is not covered:

1. claims not substantiated by a written report from the carrier stating the length and exact nature of the delay.
2. claims arising from delay caused by strike or industrial action if already notified at the time the insurance was purchased.

## SECTION M – SCHEDULED AIRLINE AND END SUPPLIER FAILURE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Lloyds Syndicates (the insurer).

What is covered:

**WE** will pay **YOU** up to the limit shown in the Schedule for each **PERSON-INSURED** named on the Invoice for:

1. Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure **OR**
18. In the event of insolvency after departure:
  - A. additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard to that originally booked **OR**
  - B. if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard to that originally booked.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION M

What is not covered:

- ▶ Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure
- ▶ The Financial Failure of:
  - a. any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Certificate
  - b. any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - c. any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation
- ▶ Any loss for which a third party is liable or which can be recovered by other legal means
- ▶ We will not pay for any losses that are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre booked hotel following the financial failure of an airline.

Provided that:

in the case of 2(a) and (b) above where practicable the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below.

### CLAIMS PROCEDURE FOR SECTION M:

International Passenger Protection claims **ONLY** - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

International Passenger Protection Claims Office:

IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom

**TEL:** +44 (0)20 8776 3752

**FACSIMILE:** +44 (0)20 8776 3751

**EMAIL:** info@ipplondon.co.uk

IPP will only accept claims submitted up to six months after the failure.

Any claims submitted after the six month period will **NOT** be processed.

### ALL OTHER CLAIMS - REFER TO YOUR INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

This Certificate is only a summary of the protection provided. A copy of the Master Policy wording providing full details of the terms and conditions of this Insurance is available from the Policyholder upon request.

## NOTES ON END SUPPLIER FAILURE INSURANCE

We cover:

For the insolvency of any travel arrangements booked in the United Kingdom, Channel Islands, Isle of Man or Ireland (not forming part of an inclusive holiday) and not bonded or insured already.

These would include:

- ▶ Scheduled airlines (See PPIPB);
- ▶ Hotels;
- ▶ Car ferries;
- ▶ Villa's abroad & cottages in the UK;
- ▶ Railway journeys including the Eurostar;
- ▶ Coach journeys;
- ▶ Cruises not bonded;
- ▶ Car hire;
- ▶ Caravan sites / campsites / mobile homes;
- ▶ Camper rental;
- ▶ Safaris;
- ▶ Excursions;
- ▶ Eurotunnel;
- ▶ Theme parks such as Disneyland Paris

We do not cover:

The booking agent or consolidator.

## SECTION N - WINTER SPORTS EXTENSION

This cover is provided only if **YOU** are under 65 and have paid the premium required. Below are the details of winter sports cover provided by this extension.

## WINTER SPORTS

1. **YOU** will be covered under all sections for the following winter sports: cross country skiing, curling, downhill skiing/snowboarding and ice-skating. Skiing and snowboarding off-piste is covered provided **YOU** are skiing within the boundaries of a recognised resort area designed for public use and are not skiing in areas marked out of bounds or hazardous by the piste authorities. Heli skiing is only covered as part of a pre-paid excursion led by professional guides. Tobogganing and snowmobiling are covered under sections A, B & C but **WE** will not cover any claims under any other section resulting from any bodily injury or damage to property that may arise from **YOUR** use of sledges, skidoos or powered vehicles of any kind. No cover is provided for any form of ski racing, ski jumping, ice hockey or any other hazardous or extreme sports not specifically listed above.
2. **YOU** are not covered for winter **SPORTS EQUIPMENT** under section E (**PERSONAL POSSESSIONS**) of this travel policy. Please see below for details of winter **SPORTS EQUIPMENT** cover.
3. Ski lift passes are included in the cover provided by section F (**PERSONAL MONEY**) of this policy wording.

The following extra cover up to the maximum limits shown in the schedule is also included in the Winter Sports Extension:

### SECTION N1 WINTER SPORTS EQUIPMENT

What is covered:

1. If **YOUR** snowboard or skis (including bindings) boots and poles are lost, destroyed or stolen, **WE** will pay **YOU** up to the limit shown in the Schedule of Cover subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s)
  - ▶ 80% under 6 months old,
  - ▶ 60% over six months old and less than one year,
  - ▶ 50% over one year old and less than two years,
  - ▶ 40% over two years old and less than three years,
  - ▶ 30% over three years old and less than four years,
  - ▶ 20% over four years old and less than five years and
  - ▶ 10% if over five years.
2. **YOU** will be covered for repair costs up to the values shown above if **YOUR** snowboard or ski equipment is damaged.
3. If **YOUR** hired equipment is lost, stolen or damaged **WE** will pay up to £100 for replacement or repair if **YOU** are held responsible.

### SECTION N2 - WINTER SPORTS EQUIPMENT HIRE

What is covered:

If **YOUR** own equipment is lost, stolen or damaged after commencement of the **OUTWARD JOURNEY**, **YOU** will be covered for the reasonable cost of hiring a snowboard or skis (including bindings), boots and poles during **YOUR** trip up to the limit shown in the Schedule of Cover.

## SPECIFIC EXCLUSIONS APPLYING TO SECTIONS N1 AND N2

What is not covered:

1. **YOU** are not covered for the following
  - a. Loss of, theft of or damage to **YOUR** winter sports equipment during **YOUR OUTWARD** or **RETURN JOURNEY** if **YOU** do not get a written 'carrier's report', or a 'Property Irregularity Report' in the case of an airline. If **YOU** cannot report the loss, theft or damage to the carrier straight away, **YOU** must do so in writing within seven days
  - b. Loss or theft of **YOUR** winter **SPORTS EQUIPMENT** at any other time if **YOU** do not report the loss or theft to the police within 48 hours of discovering it and get a police report from them
  - c. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - d. Loss of or theft of or damage to property left in or on a vehicle overnight.
2. **YOU** are not covered for claims for which **YOU** receive compensation from someone else.
3. **YOU** are not covered for more than the limit shown in the Schedule of Cover for any one snowboard or pair of skis (including bindings), boots or poles.

Conditions:

1. **YOU** must take proper care of **YOUR** belongings and act as if **YOU** did not have this insurance policy.
2. **YOU** must keep any of **YOUR** own damaged property so that **WE** can inspect it. When **WE** make a payment for that property, it will then belong to **US**.

### SECTION N3 - SKI PACK (LESSONS, HIRE, LIFT PASS)

What is covered:

If **YOU** fall ill or are injured during the trip and **WE** accept a valid claim under Section B (Medical Expenses), **YOU** will be covered for the proportional costs of the part of the ski pack which **YOU** cannot use. Ski pack expenses are limited to irrecoverable pre-paid costs for ski lessons, ski equipment hire and lift passes incurred prior to the date of the illness or injury that gave rise to the claim.

#### SPECIFIC EXCLUSIONS APPLYING TO SECTION N3

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses)

### SECTION N4 - PISTE CLOSURE

What is covered:

This cover is only available for holidays starting after 1st January and ending before 1st April. If adverse weather conditions cause the total closure of all ski facilities for more than one day at the resort **YOU** are booked into, **YOU** will be covered for a daily benefit up to the limits shown in the Schedule of Cover for reasonable additional transport costs and lift hire costs to enable **YOU** to ski in a different resort. If it is not possible to arrange transport to a different resort, **YOU** will receive the daily benefit for each whole day's skiing lost.

#### SPECIFIC EXCLUSIONS APPLYING TO SECTION N4

What is not covered:

1. **YOU** will not be covered for any amount **YOU** can get back from someone or somewhere else.
2. **YOU** will not be covered if **YOU** booked the trip within 14 days of going on the trip.

Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all skiing facilities at **YOUR** resort.
2. Cover will only apply if **YOUR** resort area has ski facilities above 1600 metres.
3. **YOU** must get written confirmation from the appropriate piste authority to confirm that all pistes were closed or that it was not possible to travel to another resort.

### SECTION N5 - AVALANCHE CLOSURE

What is covered:

If **YOUR** arrival at, or departure from, **YOUR** resort is delayed for more than 12 hours due to avalanche, landslide or landslip, **YOU** will be covered for reasonable extra travel and accommodation expenses up to the limits shown in the Schedule of Cover for each full 24 hours that **YOU** are delayed.

#### SPECIFIC EXCLUSIONS APPLYING SECTION N5

What is not covered:

1. **YOU** will not be covered if the tour operator pays for **YOUR** extra travel and accommodation costs.
2. If **YOU** receive compensation from someone or somewhere else, **WE** will take this off **YOUR** claim.

### SECTION O - BUSINESS COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

#### SECTION O1 - BUSINESS EQUIPMENT COVER

What is covered:

**WE** will pay **YOU** up to the amount shown in the Schedule of Cover, if **YOU** have paid the additional premium to include business cover for:

1. Business equipment cover the accidental loss, theft or damage to **YOUR** business equipment. Following this accidental loss, theft or damage to **YOUR** business equipment, **WE** will also pay for any emergency courier expenses **YOU** have incurred, in obtaining any business equipment, which is essential to **YOUR** intended business itinerary
2. Business equipment delay the purchase of essential items, if **YOUR** business equipment is delayed or lost in transit on **YOUR OUTWARD JOURNEY** for more than 12 hours.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O1

What is not covered:

1. more than £50 per single item, up to a maximum of £200 in total for any one claim, if **YOU** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
2. Loss or theft of **YOUR** Business Equipment at any other time if **YOU** do not report the loss or theft to the police within 48 hours of discovering it and get a police report from them
3. any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **YOU** have not notified the carrier or their handling agent of the

incident and obtained an official report or a Property Irregularity Report (PIR)

4. wear, tear, or depreciation
5. loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
6. damage caused by the leakage of powder or liquid carried within **YOUR** business equipment.
7. any breakage of fragile articles, unless the breakage is caused by fire or an accident involving the vehicle in which **YOU** are being carried
8. damage to, or loss or theft of **YOUR** business equipment, if it has been left:
  - a. unattended, in a public place
  - b. in the custody of a person who does not have an official responsibility for the safekeeping of the property
  - c. in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report
9. items being carried on a vehicle roof rack or locked roof top box
10. valuables stolen at any time whilst in transit unless **YOU** are carrying them as hand luggage
11. loss, theft or damage to anything being shipped as freight or under a Bill of Lading
12. any claim for business equipment delay if **YOU** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.

#### SECTION O2 - BUSINESS EQUIPMENT HIRE

What is covered:

**WE** will reimburse **YOU** up to the amount as shown in the Schedule of Cover, if **YOUR** business equipment is:

1. lost, stolen or damaged; or
2. misdirected or delayed in transit by more than 24 hours.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O2

What is not covered:

1. Loss or theft of **YOUR BUSINESS EQUIPMENT** at any other time if **YOU** do not report the loss or theft to the police within 48 hours of discovering it and get a police report from them
2. any claim, if the loss or theft of **YOUR** own business equipment occurs during a journey or whilst in the custody of an airline or other carrier, and **YOU** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
3. claims arising from **YOUR** own business equipment being delayed, detained, seized or confiscated by Customs or other officials
4. claims following loss or theft of, or damage to **YOUR** own business equipment whilst being shipped as freight or under a Bill of Lading
5. damage to, or loss or theft of **YOUR** own business equipment, which is being carried on a vehicle roof rack
6. damage to, or loss or theft of **YOUR** own business equipment, if it has been left unattended in a public place; or in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report; or in the custody of a person who does not have an official responsibility for the safekeeping of the property.

#### SECTION O3 - BUSINESS MONEY

What is covered:

The insurer will reimburse **YOU** up to the amount as shown in the Schedule of Cover, for the loss, theft or suspected theft of **YOUR** business money and travellers cheques during **YOUR TRIP**, up to the amount shown in the Schedule of Cover.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O3

What is not covered:

In addition to the General Exclusions of the policy, the insurer shall not be responsible for:

1. the excess as shown in the Schedule of Cover
2. Loss or theft of **YOUR** Business Equipment at any other time if **YOU** do not report the loss or theft to the police within 48 hours of discovering it and get a police report from them
3. any claim, if the loss or theft occurs whilst in the custody of an airline or other carrier
4. any loss, if **YOU** have not taken reasonable steps to prevent a loss happening
5. loss or theft of business money that is not on **YOUR** person; or not deposited in a safe, safety deposit box or similar locked fixed container in **YOUR** trip accommodation

6. loss or theft of business money that does not belong to **YOUR** employer; or **YOU**, if **YOU** are self employed
7. loss or theft of travellers cheques, if the issuer provides a replacement service
8. depreciation in value, currency changes or shortage caused by any error or omission
9. loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials

### SECTION P - GOLF COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

### SECTION P1 - GOLF EQUIPMENT

What is covered:

1. If **YOUR GOLF EQUIPMENT** is lost, destroyed or stolen, **WE** will pay **YOU** up to the limit shown in the Schedule of Cover subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s):
  - ▶ 80% under 6 months old,
  - ▶ 60% over six months old and less than one year,
  - ▶ 50% over one year old and less than two years,
  - ▶ 40% over two years old and less than three years,
  - ▶ 30% over three years old and less than four years,
  - ▶ 20% over four years old and less than five years and
  - ▶ 10% if over five years.
19. **YOU** will be covered for repair costs up to the values shown above if **YOUR** golf equipment is damaged in transit.
20. If **YOUR** hired equipment is lost, stolen or damaged **WE** will pay up to £100 for replacement or repair if **YOU** are held responsible.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P1

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section E (Personal Possessions) and Exclusions applying to sections E, F and G.

### SECTION P2 - GOLF PACK (LESSONS, HIRE, GREEN FEES)

What is covered:

If **YOU** fall ill or are injured during the trip and **WE** accept a valid claim under Section B (Medical Expenses), **YOU** will be covered up to the limit shown in the Schedule of Cover for the proportional costs of the part of the pre-paid golf pack which **YOU** cannot use. Golf pack expenses are limited to irrecoverable pre-paid costs for golf lessons, golf equipment hire and green fees incurred prior to the date of the illness or injury that gave rise to the claim.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P2

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses)

### SECTION P3 – GOLF COURSE CLOSURE

What is covered:

This cover is only available for holidays starting after **1ST APRIL** and ending before **1ST NOVEMBER**. If adverse weather conditions cause the total closure of all golf facilities for more than one day (24 hours) at the golf course **YOU** are booked into, **YOU** will be covered for a daily benefit up to the limits shown in the Schedule of Cover for reasonable additional transport costs and green fee costs to enable **YOU** to play in a different golf course. If it is not possible to arrange transport to a different resort, **YOU** will receive the daily benefit for each whole day's golf lost.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P3

What is not covered:

1. **YOU** will not be covered for any amount **YOU** can get back from someone or somewhere else.

Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all golf facilities at **YOUR** resort.
2. **YOU** must get written confirmation from the appropriate course authority to confirm that all facilities were closed or that it was not possible to travel to another resort.

### SECTION P4 – HOLE IN ONE

What is covered:

If **YOU** achieve a hole in one **WE** will pay up to the amount shown in the Schedule of Cover for **YOU** to buy a round of drinks in the golf club lounge/bar.

Conditions:

1. The hole in one must be achieved at the first strike of the ball from the appropriate tee and not be subject to any stroke index allowance.
2. The secretary or other appropriate official of the club must certify in writing that **YOU** achieved the hole in one.
3. The course and hole in question must be of a minimum 90 metres length and not be part of a short putting green, pitch and put facility, crazy golf or similar non-standard course.
4. Expenses must be receipted and incurred in the club facilities.

### SECTION Q - WEDDING COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

What is covered:

1. Up to the limit shown in the Schedule of Cover Loss or theft of or damage to:
  - ▶ Each wedding ring taken, sent in advance or purchased during **YOUR** trip.
  - ▶ Your wedding gifts taken, sent in advance or purchased during **YOUR** trip.
  - ▶ Your wedding attire taken, sent in advance or purchased during **YOUR** trip.
  - ▶ Your wedding photographs or video recording within 14 days of **YOUR** wedding and whilst you are still on **YOUR** trip.
21. Reasonable additional costs of hiring a professional photographer or video recording professional up to the limit shown in the Schedule of Cover, if the professional originally booked to take photographs or video recording is unable to attend **YOUR** wedding due to illness, injury or unforeseen transport problems.

### SPECIFIC EXCLUSIONS APPLYING TO SECTIONS Q

What is not covered:

1. Any loss or theft NOT reported to the nearest police authority with 48 hours of discovering it's occurrence, and **YOU** obtain a written police report, for
22. Damage to **YOUR** rings, gifts, attire, photographs, video and Baggage caused deliberately.
23. Loss of, theft of or damage to:
  - a. Rings, Gifts, Attire, Photographs or Video while in the custody of an airline, rail company, shipping line, bus or coach company, hotel or their agents unless **YOU** obtain a written report from them (known as a Property Irregularity Report).
  - b. Valuables not carried in **YOUR** hand luggage (i.e. carried on or about **YOUR** person) while in transit.
  - c. Rings, Gifts, Attire, Photographs or Video in an unattended motor vehicle unless securely closed and locked with the items placed out of sight in a locked boot, luggage area or compartment and there is evidence of forcible or violent entry.
  - d. Rings, Gifts, Attire, Photographs or Video in **YOUR** accommodation unless the accommodation has been securely locked or items locked in a safe or safety deposit box, where this is reasonably practicable.
  - e. Rings, Gifts, Attire, Photographs or Video left unattended in a place to which the public has or may obtain access.
  - f. Items shipped as freight or under a bill of lading.
  - g. Films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased pre-recorded.
24. Any loss or damage caused by the process of cleaning, repairing or by restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown.
25. Any loss due to delay, detention, confiscation, requisition or damage by Customs or other officials or authorities.



## IN THE EVENT OF A CLAIM FOR: WEDDING COVER

You will need to:

- ▶ Report theft or loss to the Police within 48 hours of discovery and ask them for a written Police report.
- ▶ If appropriate, report the theft or loss to **YOUR** courier or hotel/apartment manager and ask for a written report.
- ▶ Send **US YOUR** original trip booking invoice(s) and travel documents showing the dates and times of travel.
- ▶ Send **US** all original receipts, vouchers or other suitable evidence of hire/purchase/ownership/value for lost, stolen or damaged items.

For loss or damage in transit claims:

- ▶ Ask the airline, rail company, shipping line or their handling agent for a 'Property Irregularity Report' form or similar before leaving the baggage reclaim area.

For all damage claims:

- ▶ Send **US** an estimate to repair the damage.
- ▶ Keep damaged items as **WE** may want to inspect them.

## HOW TO MAKE A COMPLAINT

**WE** are committed to treating our customers fairly. However, **WE** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following. Please tell **US YOUR** name and **YOUR** claim number or policy number and the reason for your complaint.

**WE** may record phone calls.

(Please see sections M, R and S for specific complaints procedures relating to these sections)

## FOR COMPLAINTS ABOUT CLAIMS YOU SHOULD CONTACT:

The Claims Director, One Claims Limited, 1 -4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP

Phone: 01992 708 703

If **YOU** have any other type of complaint please contact **OUR** Customer Relations Manager at [www.ancileinsurance.com/contact-us/](http://www.ancileinsurance.com/contact-us/) or at Ancile Insurance Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex, CM20 2NQ

Financial Ombudsman Service

If **YOU** are not happy with our final decision, **YOU** may be able to pass **YOUR** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service

South Quay Plaza 183 March Wall, London, E14 9SR.

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

**YOU** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

If **YOU** take any of the action mentioned above, it will not affect **YOUR** right to take legal action.

Financial Conduct Authority

Optimum Underwriting Limited Registered in England No 3805719. Registered Office: 19 Bartlett Street, Croydon, Surrey CR2 6TB.

Ageas Insurance Limited Registered in England: No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Optimum Underwriting Limited (FCA Register number is 308041) and Ageas Insurance Limited (FCA Register number is 202039) are authorised and regulated by the Financial Conduct Authority. **YOU** can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme

**WE**, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **WE** fail to carry out our responsibilities under this policy, **YOU** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

## SECTION R - TRAVEL DISPUTES PROFESSIONAL FEES

This cover is provided only if **YOU** have paid the premium required.

Failure to comply with the following terms could mean that we decline to pay a claim.

- All potential claims must initially be reported to **OUR** Claims Notification and Advice Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

## CLAIMS HELPLINE SERVICE – 01384 377000

- This is a policy where **YOU** must notify **US** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy. Failure to do so could mean that **WE** decline to pay a claim for **YOUR** Professional Fees.
- Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought in a United Kingdom or European Union (EU) country's Court Jurisdiction.
- If **YOU** can convince **US** that there are sensible prospects of being successful in **YOUR** claim and that it is reasonable for Professional Fees to be paid **WE** will;
- take over the claim on **YOUR** behalf
- appoint a specialist of **OUR** choice to act on **YOUR** behalf.

**WE** may limit the Professional Fees that **WE** will pay under the policy where:

1. **WE** consider it is unlikely a reasonable settlement of **YOUR** claim will be obtained, or
2. the potential settlement amount of **YOUR** claim is disproportionate compared with the time and expense incurred in pursuing **YOUR** claim.
3. **WE** consider that it is unlikely that **YOU** will recover the sums due and or awarded to **YOU**.

Where it may cost **US** more to handle a claim than the amount in dispute **WE** may at **OUR** option pay to **YOU** the amount in dispute which will then constitute the end of the claim under this policy.

If Legal Proceedings have been agreed by **US YOU** may at this stage decide to nominate and use **YOUR** own solicitor or indeed, **YOU** may wish to continue to use **OUR** own specialists. If **YOU** decide to nominate **YOUR** own professional **WE** must agree this in advance and **YOU** will be responsible for any Professional Fees in excess of those which **OUR** own specialists would normally charge **US** (Details are available upon request) or in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.

At conclusion of **YOUR** claim if **YOU** are awarded any costs (not **YOUR** damages), these must be paid to **US**.

**PLEASE NOTE THAT IF AN INSURED PERSON ENGAGES THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THIS HELPLINE AND INCUR ANY COSTS WITHOUT OUR PRIOR WRITTEN APPROVAL THESE COSTS WILL NOT BE COVERED BY THIS INSURANCE.**

If upon receipt of this policy **YOU** are unhappy with any of the requirements as stated above please advise **YOUR** insurance adviser within 14 days of issue, who subject to **YOU** not having travelled or made a claim under this policy, will arrange a full refund of premium

## DEFINITIONS

### AGENT

The Agent appointed by the Coverholder to transact this insurance with **YOU**.

### AUTHORISED PROFESSIONAL

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **US** under the terms and conditions of this Policy to represent **YOUR** or an Insured Person's interests.

### CLAIMS SPECIALIST

**OUR** own claims panel solicitor or claims handler.

### COURT

A Court, tribunal or other competent authority.

### EVENT

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and a benefit under this Policy

### EXCESS

The first £35 of each and every claim.

### HOLIDAY

A holiday trip outside the United Kingdom or a holiday within the United Kingdom which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

### INSURED PERSON

The persons named within the Schedule of cover and limits attached to this policy.

## INSURER

Arranged by Legal Management Limited Registered Office: 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF, with UK Underwriting Limited, Registered Office: Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire, LS10 1RJ, on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Legal Insurance Management Ltd (FCA Register number is 552983), UK Underwriting Limited (FCA Register number is 310101) and Ageas Insurance Limited (FCA Register number is 202039) are authorised and regulated by the Financial Conduct Authority. **YOU** can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

## LEGAL PROCEEDINGS

When formal Legal Proceedings are issued against an opponent in a Court of Law.

## CLAIM LIMITS

£25,000 being the maximum amount **WE** will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

## PERIOD OF INSURANCE

The **PERIOD OF INSURANCE** shown in the Schedule of cover and limits.

## POLICYHOLDER, YOU, YOUR

The person who has paid the premium and is named in the Schedule of cover and limits as the Policyholder.

## PRE-BOOKED ACCOMMODATION

A commercially run premises where a fee is charged which has been booked prior to **YOUR** departure on **YOUR** Holiday not including premises owned by friends or family.

## PROFESSIONAL FEES

Legal fees and costs reasonably and properly incurred by the Authorised Professional, with **OUR** prior written authority including costs incurred by another party for which **YOU** are made liable by Court Order, or may pay with **OUR** consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Incident.

In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

## SCHEDULE OF COVER AND LIMITS

The document which shows details of **YOU** and this insurance and is attached to and forms part of this policy.

## STANDARD PROFESSIONAL FEES

The level of Professional Fees that would normally be incurred by **us** in either handling this matter using **OUR** own Claims Specialists or a nominated Authorised Professional of **OUR** choice.

## TERRITORIAL LIMITS

Worldwide but only where Legal Proceedings can be brought in a United Kingdom or European Union (EU) country's Court Jurisdiction.

## TIME OF OCCURRENCE

When the Event occurred or commenced whichever is the earlier.

## WE, US, OUR

The insurers and/or Legal Insurance Management Ltd, the Coverholder.

## COVER

**YOU** have paid the premium and supplied to **US** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy excess **WE** will pay Your claim in accordance with **OUR** Standard Professional Fees and where requested by **YOU** any other Insured Person up to the Claim Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Incident within the Territorial Limits where **YOU** notify **US** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

## What is covered:

Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by You or on **YOUR** behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:-

- a. **YOUR** Tour Operator or Holiday Company
- b. **YOUR** Travel Agent
- c. A Car Hire company with whom **YOU** have pre-booked a vehicle
- d. An Airline, Ferry, Train, Cruise liner or Coach Operator
- e. A Hotelier or Property Owner

Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a United Kingdom or European Union (EU) Country's Court jurisdiction.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION R

### What is not covered:

1. Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.
2. An Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
5. The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.
6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
7. Professional Fees incurred: -
  - a. in respect of any Insured Incident where the **EVENT** commenced prior to the inception of the insurance.
  - b. before **OUR** written acceptance of a claim.
  - c. before **OUR** approval or beyond those for which **WE** have given **OUR** approval.
  - d. where **YOU** fail to give proper instructions in due time to **US** or to the Authorised Professional.
  - e. where **YOU** are responsible for anything which in **OUR** reasonable opinion prejudices **YOUR** case.
  - f. if **YOU** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **YOU**.
  - g. in respect of the amount in excess of **OUR** Standard Professional Fees where **YOU** have elected to use an Authorised Professional of **YOUR** own choice.
  - h. where **YOU** decide that **YOU** no longer wish to pursue **YOUR** claim as a result of disinclination. All costs incurred up until this stage will become **YOUR** responsibility.
8. The pursuit or continued pursuit of any claim if **WE** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
9. Claims which are conducted by **YOU** in a manner different from the advice or proper instructions of the Authorised Professional.
10. Appeals unless **YOU** notify **US** in writing of **YOUR** wish to appeal at least six working days before the deadline for giving notice of appeal expires, and **WE** consider the appeal to have a reasonable chance of success.
11. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this Policy not been effected.
12. Damages, fines or other penalties **YOU** are ordered to pay by a Court tribunal or arbitrator.
13. Claims arising from an Event arising from **YOUR** deliberate act, omission or misrepresentation.
14. Claims arising from:-
  - a. Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
  - c. War, Terrorism or any like or any associated risk.
  - d. Seepage pollution or contamination of any kind.
  - e. pressure waves caused by aircraft or other aerial devices.
15. Any dispute relating to written or verbal remarks which damage **YOUR** reputation.

16. Any Professional Fees relating to **YOUR** alleged dishonesty, or deliberate and wilful criminal acts or omissions.
17. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
18. A dispute which relates to any compensation or amount payable under a contract of insurance.
19. A dispute with **US** not dealt with under the Arbitration Condition.
20. An application for judicial review.
21. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
22. Any claim arising from stress or psychological related condition.
23. Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.
24. Fees payable to the Appointed Professional that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
25. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
26. Legal Proceedings between an Insured Person and a central or local government authority.
27. Any matter in respect of which an Insured Person is entitled to Legal Aid.
28. Any claims made or considered against **US**, the Agent or Authorised Professional used to handle any claim.
29. Any claims relating to cosmetic treatment, surgery or tanning.
30. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.

#### **CONDITIONS:** **Alteration of Risk**

Once cover has been arranged, you must immediately notify **US** of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before **YOU** take out insurance, or when your circumstances change, could be the invalidation of **YOUR** cover. In that instance it would mean that a claim will be rejected.

#### **OBSERVANCE**

**OUR** liability to make any payment under this policy will be conditional on **YOU** complying with the terms and conditions of this insurance.

#### **CLAIMS**

**YOU** must tell **US** in writing within 30 days of returning from the respective holiday about any matter, which could result in a claim being made under this Policy, and must obtain in writing **OUR** consent to incur Professional Fees.

**WE** will give such consent if **YOU** can satisfy **US** that there are sufficient prospects of success in pursuing **YOUR** claim and that it is reasonable for Professional Fees to be paid and **YOU** have paid the **EXCESS**.

**WE** may require (at our discretion) **YOU** at **YOUR** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If **WE** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **WE** decide that:

1. **YOUR** prospects of success are insufficient, or
2. It would be better for **YOU** to take a different course of action, or
3. **WE** cannot agree to the claim.

**WE** will write to **YOU** giving **OUR** reasons and **WE** will not then be bound to pay any further Professional Fees for this claim.

**WE** may limit any Professional Fees that **WE** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **WE** consider it is unlikely a reasonable settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.
3. **WE** consider that it is unlikely that **YOU** will recover the sums due and or awarded to **YOU**.

Alternatively, where it may cost **US** more to handle the amount in dispute **WE** may at **OUR** option pay to **YOU** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **YOU** make a claim under this policy which **YOU** subsequently discontinue due to **YOUR** own disinclination to proceed, any legal costs incurred to date will become **YOUR** own responsibility and will be required to be repaid to the insurer.

UK General Insurance Limited is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

#### **REPRESENTATION**

**WE** will take over and conduct in **YOUR** name the prosecution, pursuit, or settlement of any claim. The Authorised Professional nominated and appointed by **US** will act on **YOUR** behalf and **YOU** must accept **OUR** nomination.

If Legal Proceedings have been agreed by **US**, **YOU** may nominate **YOUR** own Authorised Professional whose name and address **YOU** must submit to **US**. In selecting **YOUR** Authorised Professional **YOU** shall have regard to the common law duty to minimise the cost for **YOUR** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions of this policy.

Where **YOU** have elected to use **YOUR** own nominated Authorised Professional **YOU** will be responsible for any Professional Fees in excess of **OUR** Standard Professional Fees.

#### **CONDUCT OF CLAIM**

1. **YOU** shall at all times co-operate with **US** and give to **US** and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at **YOUR** own expense.
2. **WE** shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **YOU** shall give any instructions to the Authorised Professional which may be required for this purpose. **YOU** or **YOUR** Authorised Professional shall notify **US** immediately in writing of any offer or payment into Court made with a view to settlement and **YOU** must secure **OUR** written agreement before accepting or declining any such offer.
3. **WE** will not be bound by any promise or undertaking given by **YOU** to the Authorised Professional or by either of **YOU** to any Court, witness, expert, agent or other person without **OUR** agreement.

#### **RECOVERY OF COSTS**

**YOU** should take all reasonable steps to recover costs, charges, fees and expenses. If another person is ordered, or agrees, to pay **YOU** all of any costs, charges, fees and expenses or compensation **YOU** will do everything possible (subject to **OUR** directions) to recover the money and hold it on **OUR** behalf. If payment is made by instalments these will be paid to **US** until **WE** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges, fees or expenses.

#### **FRAUD**

**WE** have the right to refuse to pay a claim or to avoid this insurance in its entirety if **YOU** make a claim which is in any respect false or fraudulent.

#### **DATA PROTECTION**

The data supplied by **YOU** will only be used for the purposes of processing **YOUR** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **WE** have mentioned hereon.

**YOU** are entitled upon the payment of an administration fee to inspect the personal data which **WE** are holding about **YOU**. If **YOU** wish to make such an inspection, **YOU** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

**WE** may respond to enquiries by the Police concerning **YOUR** policy in the normal course of their investigations. Where it is necessary to administer **YOUR** policy effectively or to protect **YOUR** interests **WE** may disclose data **YOU** have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

#### **REASONABLE CARE**

**YOU** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **US**.

#### **CANCELLATION**

**WE** hope **YOU** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **YOUR** requirements, please return it to **YOUR** Agent within 14 days of issue **WE** will refund **YOUR** premium, provided **YOU** have not travelled or made a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

### ACTS OF PARLIAMENT

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland, the Channel Islands, The Isle of Man and under European Law where applied in the United Kingdom.

### ARBITRATION

Any dispute between **YOU** and **US**, which is not solved by the Policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor or barrister on whom **WE** both agree, or if **WE** cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### NOTICES

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### CLAIMS NOTIFICATION AND ADVICE HELPLINE

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support. **WE** will not accept responsibility if the Helpline services fail for reasons beyond **OUR** control.

### LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### COMPLAINTS PROCEDURE FOR SECTION R

In the event of a complaint arising under this insurance, **YOU** should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter **YOU** should write to:-

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North, The Waterfront, Brierley Hill West Midlands  
DY8 1PS

Please ensure **YOUR** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **YOU** have the right to make an appeal to the Financial Ombudsman Service.

This also applies if **YOU** are insured in a business capacity but have a group annual turnover of less than €2 million and fewer than ten staff **YOU** may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to **YOUR** statutory rights as a consumer. For further information about **YOUR** statutory rights contact **YOUR** local Authority Trading Standards Service or Citizens Advice Bureau.

### COMPENSATION SCHEME

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **YOU** may be entitled to

compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **YOU** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

### SECTION S- NATURAL CATASTROPHE COVER

This cover is provided only if **YOU** have paid the Premium required.

### SCHEME REFERENCE: NCC2012

Insurewithease has arranged this insurance with Professional Travel Insurance Company Limited. Registered in Companies House (Gibraltar) Ltd., 317 Main Street, P.O. Box 848, Gibraltar. Reg no. 33927.

insurewithease.com is a trading name of Ancile Insurance Group Ltd, Ancile Insurance Group Ltd, Registered Office: East Wing Goffs Oak House, Goffs Lane, Goffs Oak, Herts, EN7 5BW is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 471641. **YOU** can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

Professional Travel Insurance Company Limited are authorised and regulated by the Financial Services Commission (FSC) in Gibraltar. The FSC holds a register of all regulated firms on its website (visit [www.fsc.gi](http://www.fsc.gi)).

### IMPORTANT CONTACT NUMBERS

**FOR POLICY ENQUIRIES** - Call the Customer Helpline on: Telephone Number 0844 334 0155.

**FOR CLAIMS** - Call the Claims Helpline on: +44 (0) 1992 454 256.

### MAKING A CLAIM

Any incident or loss which gives rise, or may give rise, to a claim under **YOUR** Natural Catastrophe Cover should be advised immediately to:

ONE Claims Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP. Tel: +44(0)1992 454 256.

On contacting the Claims Team, please state **YOUR** insurance is provided by Insurewithease and **YOU** are claiming under the Natural Catastrophe Cover section **YOU** will then be sent a claim form, which **YOU** should arrange to complete as fully as possible, and return with the necessary supporting documents.

If **YOU** have to make a claim, **YOU** must notify **US** as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after **YOUR** return **HOME**. **WE** reserve the right to decline liability for any claim notified after this date.

**WE** will, subject to the terms of the Policy, and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This Policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the **CERTIFICATE / SCHEDULE** that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

### TABLE OF COVER

Natural Catastrophe

	Cover	Max Sum Insured per person	Excess
<b>A</b>	<b>Cancellation</b>	Up to £1,500	£50
<b>B</b>	<b>Additional Expenses</b>	Up to £150 per day to a maximum of £1,500	£50
<b>C</b>	<b>Replacement Accommodation</b>	Up to £150 per day to a maximum of £1,500	£50
<b>D</b>	<b>Travel Delay</b>	£25 per 12 hours up to a maximum of £250	Nil

### DEFINITIONS

Wherever the following words or phrases appear within this Policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

### CERTIFICATE / SCHEDULE

Means the **CERTIFICATE / SCHEDULE** is proof of insurance and is part of the Policy. This document describes **YOU** and the insured person(s) who are covered under this Policy, the period of insurance and the cover **YOU** have chosen.

### EXCESS

Means the first amount of the claim for each person, each section and each incident which is payable by **YOU**. The Excess amounts are shown in the Summary of Cover.

### **HOLIDAY SERVICES**

Means pre-booked, pre-paid elements of the trip for car hire, airport parking, and excursion tickets.

### **HOME**

Means **YOUR** usual place of residence in the **UNITED KINGDOM**, Channel Islands, Isle of Man.

### **MAXIMUM PERIOD OF COVER**

Cover is provided for up to 31 days from when the **NATURAL CATASTROPHE** occurs or up to the first available date to get **YOU** to **YOUR** destination or **HOME** (whichever is sooner).

### **NATURAL CATASTROPHE**

Means an event caused by the following forces of nature that has a catastrophic consequence: fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **YOU** purchased this insurance.

### **POLICY**

**YOUR CERTIFICATE/SCHEDULE**, this wording and any endorsements.

### **PUBLIC TRANSPORT**

Means an airline, train, bus, coach, or ferry services, operating to a published timetable or Tour Operator's own transport service, or taxi, to join **YOUR** booked travel itinerary

### **UNITED KINGDOM/UK**

England, Scotland, Wales, Northern Ireland.

### **US, WE, OUR**

Professional Travel Insurance Company Limited.

### **YOU, YOUR(S), INSURED**

Means all person(s), the names of whom are on the Certificate at the time of premium payment and are shown on the Certificate / Schedule. All persons must be resident and registered with a medical practitioner in the **UNITED KINGDOM**, Channel Islands and Isle of Man.

What is covered:

If any part of **YOUR** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **NATURAL CATASTROPHE**, **WE** will provide cover up to the amount shown below as follows:

- A. Cancellation costs-up to the amount shown in the Table of Cover for any non-refundable unused travel, accommodation and **HOLIDAY SERVICES** which **YOU** have paid or are contracted to pay if the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is cancelled and **YOU** are unable to use **YOUR** travel, accommodation or **HOLIDAY SERVICES**.
- B. Additional Expenses-up to the amounts shown in the Table of Cover for any reasonable additional accommodation (room only) costs and transport expenses necessarily incurred, by **YOU** up to the standard of **YOUR** original booking, in reaching **YOUR** booked destination at any stage of **YOUR** trip, including **YOUR** return **HOME**, if
  - I. the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **YOU** to reach **YOUR** destination; or
  - II. the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is cancelled and an alternative is not provided to **YOU** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **YOU** to continue with **YOUR** original itinerary.
- C. Replacement Accommodation-up to the amounts shown in the Table of Cover for reimbursement of additional accommodation (room only) costs due to circumstances outside of **YOUR** control.
- D. Travel Delay-up to the amounts shown in the Table of Cover if the public transport on which **YOU** are booked to travel is delayed or cancelled at any international departure point from or to the **UK**, provided **YOU** have checked in at the airport or, if **YOU** have checked in online, **YOU** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **YOU** incur when delayed at the airport such as food, drink and telephone expenses.

**PLEASE NOTE THAT IF YOU RECOVER YOUR COSTS FOR ANY PRE-BOOKED ELEMENTS OF YOUR ORIGINAL ITINERARY, WE WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS**

### **THAT YOU INCUR DURING THOSE ORIGINAL TRIP DATES.**

This condition does not apply to costs that **YOU** incur after **YOUR** original trip end date where **YOU** have to extend **YOUR** trip for any of the covered reasons identified under sub-sections a) to d) above.

### **SPECIAL NOTE REGARDING CLAIMS ARISING FROM VOLCANIC ASH CLOUDS:**

**WE** will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **YOU** booking the trip, whichever is later.

### **SPECIFIC EXCLUSIONS APPLYING TO SECTIONS S**

What is not covered:

1. The first £50 of each and every claim per incident per person (except claims under sub-section 1d).
2. Travel tickets paid for using any airline mileage reward scheme or other reward points scheme.
3. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward points scheme.
4. Any circumstance existing or being publicly announced on or before the date **YOU** purchased this insurance or at the time of booking any trip, whichever is later, or, if **YOU** are cutting short **YOUR** trip under sub-sections b(i) and b(ii), before **YOU** had started **YOUR** trip.
5. Any costs incurred by **YOU** which are recoverable from a tour operator, public transport operator, accommodation provider, holiday services provider or any other source, or for which **YOU** receive or are expected to receive compensation or other assistance.
6. Any accommodation costs, charges and other expenses where the public transport operator has offered reasonable alternative travel arrangements or accommodation.
7. Any costs for normal day to day living such as food and drink.
8. Anything covered under the main Travel Insurance Policy being purchased with this cover.
9. Any travel or accommodation expenses **YOU** would normally incur.
10. Any costs if **YOU** have made **YOUR** own arrangements as the result of which less than a 24 hour delay has been incurred.
11. Any costs if **YOU** do not take the first available means of transport to get to **YOUR** destination or Home or any unreasonable or unnecessary costs to get **YOU** to **YOUR** destination or **HOME**.
12. Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, public transport provider or holiday services provider.
13. Any claims directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
  - a. act of terrorism; or
  - b. nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - c. war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
  - d. seizure or illegal occupation; or
  - e. confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **YOU** of the use or value of **YOUR** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
  - f. discharge of pollutants or contaminants, (other than from **NATURAL CATASTROPHES** as defined under the Policy definitions above) which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
  - g. chemical or biological release or exposure of any kind (other than from Natural Catastrophes as defined under the Policy definitions above); or
  - h. threat or hoax, in the absence of physical damage due to an act of terrorism; or
  - i. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or

- j. prohibitive regulations by the government of any country.
14. Any claims arising directly or indirectly from **YOU** travelling against Foreign Office advice.

### SPECIAL CONDITIONS RELATING TO CLAIMS

1. The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us. If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.
2. If **YOU** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **YOU** find out it is necessary to cancel the trip, the amount **WE** will pay will be limited to the cancellation charges that would have otherwise applied.
3. **YOU** must obtain (at **YOUR** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **YOU** could not use **YOUR** pre-booked accommodation and the reason for this.
4. **YOU** must give notice as soon as possible to **US** of any circumstances making it necessary for **YOU** to return **HOME** and before any arrangements are made for **YOUR** repatriation.
5. **YOU** must obtain (at **YOUR** own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
6. **YOU** must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of **YOUR** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **YOUR** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of **YOUR** rights can be downloaded from:  
[http://europa.eu.int/comm/transport/air/ rights/index\\_en.htm](http://europa.eu.int/comm/transport/air/ rights/index_en.htm).

In all correspondence please state **YOUR** insurance is provided by Insurewithease and quote scheme reference **NCC2011**.

### COMPLAINTS PROCEDURE FOR SECTION S

In the event that **YOU** remain dissatisfied about any matter and wish to make a complaint, **YOU** can do so by contacting the following:

The Complaints Officer, Professional Travel Insurance Company Limited's Representative, Insurance House, Prisma Park, Berrington Way, Basingstoke RG24 8GT

If **YOU** remain dissatisfied, **YOU** may write to:  
The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR

Please note that the Financial Ombudsman Service will not consider **YOUR** complaint until **YOU** have received a final decision from Professional Travel Insurance Company Limited.

The existence of these internal arrangements does not affect **YOUR** right to take immediate legal action against Professional Travel Insurance Company Limited.

### COMPENSATION SCHEME

**WE** are covered by the Financial Services Compensation Scheme (FSCS). **YOU** may be entitled to compensation from the FSCS if **WE** cannot meet **OUR** obligations. Insurance advising and arranging is covered at 90% of the claim, without any upper limit.

### DATA PROTECTION ACT 1998

Please note that any information provided to **US** will be processed by **US** and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **WE** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### SECTION T – MISSED CONNECTION COVER

This cover is provided only if **YOU** have paid the Premium required. What is covered:

Up to the amount shown in the schedule of cover and limits for:

1. Additional transportation and/or accommodation expenses incurred to join **YOUR** connecting Aircraft, Watercraft, Train or Motor vehicle or to get **YOU** to **YOUR** pre-booked final destination; should **YOU** miss **YOUR** pre-booked connecting Aircraft, Watercraft or Train departure, as the result of the cancellation or delay of 3 or more hours of **YOUR** pre-booked Aircraft, Watercraft or Train on **YOUR** initial international **OUTWARD JOURNEY** or **RETURN JOURNEY** due to adverse weather, mechanical breakdown or technical fault.

Conditions:

1. **YOU** must check-in according to the itinerary provided by the Tour Operator or Carrier, and obtain written confirmation of the delay or cancellation from such Tour Operator or Carrier
2. **YOU** must produce independent evidence in writing to support any claim
3. **YOU** must allow sufficient time to reach **YOUR** connecting Aircraft, Watercraft, Train or Motor vehicle.

What is not covered:

1. circumstances which could reasonably have been anticipated at the date this insurance was effected
2. withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country
3. Anything listed in the General Exclusions