



# LANCASHIRE POLICE FEDERATION

TRAVEL INSURANCE POLICY  
Effective from 1st May 2021 to 30th April 2022

Scheme Reference 100732896BDN



DESCRIPTION OF COVER	LIMITS PER PERSON	EXCESS
<b>Personal Accident</b>		
Death	£25,000	
Permanent Total Disablement	£25,000	
Permanent Partial Disablement	£12,500	
Loss of Sight	£25,000	
Loss of Limb	£25,000	
Loss of Internal Organ	£25,000	
Loss of Hearing both ears	£25,000	
Loss of Hearing in one ear	£12,500	
Loss of Speech	£25,000	
<b>Medical and Emergency Travel Expenses</b> <i>(cover does not apply in the UK or country of residence)</i>	£10,000,000	£50
Continuing medical charges	£50,000	
Domestic travel expenses	£5,000	
Foreign coma benefit – £50 per day for each complete 24 hour period up to 730 days	£36,500	
Emergency dental treatment	£350	
Funeral expenses	£2,000	
Hospital expenses £50 per night to a maximum of 30 days	£1,500	
Search & rescue expenses	£25,000	
Repatriation of human remains	£5,000	
<b>Personal Belongings</b>	£2,000	£50
Maximum any one item, pair or set	£400	
Maximum Benefit for Temporary Loss	£250	
Valuables limit	£400	
Delayed personal belongings	£250	
Loss of keys	£500	
<b>Money</b>	£1,000	£50
Credit Card Misuse	£1,000	£50
Lost or damaged documents	£250	
Theft of documents	£250	
<b>Cancellation, Curtailment or Abandonment</b>	£5,000	£50
<b>Travel Delay</b>	£120	
£60 per complete 12 hour period in excess of 12 hours and up to £120 per insured person		
<b>Catastrophe</b>	£1,000	£50
<b>Missed Departure</b>	£1,000	£50
<b>Hijack and Kidnap</b>		
For each complete 24 hour period of delay	£500	
Maximum benefit any one claim	£15,000	
<b>Personal Liability</b>	£2,000,000	
<b>Legal Expenses</b>	£50,000	£50
<b>Winter Sports</b>		
Sports equipment (Hired)	£300	£50
Sports equipment (Owned)	£500	£50
Ski hire for each complete 24 hour period – Max any one claim	£350	
Lost or stolen lift pass	£200	£50
Ski pack	£400	£50
Piste closure	£50 per day to £500	
Delay due to Avalanche	£500	£50
Inability to take part in winter sports activities	£100 per day up to max £300	

## THE TRAVEL SCHEDULE

Policy Holder: Trustees of the Lancashire Police Federation Insurance Benefits Trust – Policy Number: 100732896BDN

Effective Date:	1st May 2021
Expiry Date:	30th April 2022
Maximum number of days any one trip:	60
Maximum number of days any one year of cover:	180
Covered Person Age limit	Under 70 years
Dependants Age Limit:	Under 23 years (subject to conditions in the Definitions section)
Grandchild/ren Age Limit:	Under 23 years (subject to conditions in the Definitions section)
Partner and Child(ren) can travel separately	Yes

## CONTACT DETAILS FOR CLAIMS AND ASSISTANCE SERVICES

### Emergency Medical Assistance Service

Our service will provide advice on and where to arrange all appropriate medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses. In the event of a medical emergency overseas please telephone;

Emergency Medical Assistance Number: **+44 (0)1243 621 568**

### Non Emergency Claims

Should you suffer a loss under this policy other than a medically related claim, please contact us as soon as reasonably possible on the following contact number; **+44 (0)1243 621416**

Should you need to make an Overseas Legal Expenses claim, in the first instance, please call **0800 0516 583**

or email [gpaclaims@aviva.com](mailto:gpaclaims@aviva.com)

### Advice Before You Travel – +44 (0)1243 621556

Our Travel Assistance Helpline can be contacted any time day or night and will provide advice and information on:-

- Visa and entry permits you may need;
- Necessary vaccination and inoculation requirements and where they can be arranged;
- What you should take with you in relation to first aid and health;
- Currencies, travellers cheques and current exchange rates;
- Languages, time zones and details of countries you will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country. This can be found at website address [www.fco.gov.uk](http://www.fco.gov.uk)

### Other Services providing assistance and guidance whilst travelling

- A phone home service if there is an emergency.
- A translation and interpretation service if You need it.
- On stolen or lost passports, driving licences, air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money to You if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives or friends or employees if You are hospitalised.

*Note: There may be charges for some services and You will have to pay these together with travel costs resulting from the advice You are given.*

In the event of a query surrounding policy cover, please contact Philip Williams and Company on 01925 604421.

## COMPLAINTS PROCEDURE

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Philip Williams & Company on 01925 604421 or [enquiries@philipwilliams.co.uk](mailto:enquiries@philipwilliams.co.uk)

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:-

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone:-

**0800 023 4567** (free from landlines) or

**0300 123 9123** (free from most mobile phones)

Or simply log on to their website at

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## IMPORTANT INFORMATION

### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which the Insured Person(s) normally lives or;
- (2) Should the above not be applicable, the law of England and Wales will apply.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:-  
Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street London  
EC3A 7QU

### Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance broker.

## THE CONTRACT OF INSURANCE

The policy wording, the information the Insured Person or The Policyholder have provided and/or the application form, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and The Policyholder, and must be read together. In return for the Insured Person or The Policyholder having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy. This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance

is material ask Your insurance broker. If You fail to tell Us it could affect the extent of cover provided to the Insured Person(s) under the policy. You should keep a written record (including copies of letters) of any information You give Us or The Policyholder's insurance broker when You renew this policy.

#### **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

#### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **ELIGIBILITY**

**Cover under the policy will be subject to the following eligibility criteria:-**

#### **Age limitations**

- (a) The maximum age under this policy is 69 years at the effective date of the policy detailed in The Schedule. If the Insured person attains 70 years of age during an Insured Journey, cover will continue until they return to the UK or Country of Residence.
- (b) Dependant Child/ren and Grandchild/ren; The maximum age under this policy is 23 years. Children must be normally cohabiting in the family home. If the Child/ren is 23 years of age during the policy period cover will continue until the end of the policy period provided the journey was booked prior to their 23rd birthday. If the dependant Child/ren has a disability either mental or physical which is substantial and long term as defined under the Equality Act 2010, no age limit will apply.

#### **Pre-Existing Medical Conditions**

This policy will not cover you for any claims arising from Pre-existing Medical Conditions as set out below:-

- (a) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy as a result of any Pre-existing Medical Condition where a Qualified Medical Practitioner has not permitted the Insured Person to travel.
- (b) Any claims under the Cancellation, Curtailment or Change of Itinerary section of this policy as a result of any Pre-existing Medical Condition where the Insured Person is on a waiting list for in-patient treatment.
- (c) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you are travelling for the purpose of obtaining medical treatment abroad.
- (d) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you have been given a terminal prognosis.

(e) Purchase of any prescription medicines relating to a Pre-existing Condition.

(f) If an Insured Person or Close Relative has suffered a Pre-existing Medical Condition that You could have reasonably foreseen would have given rise to a Cancellation or Curtailment or Change of Itinerary claim under the Cancellation, Curtailment or Change of Itinerary section of this policy.

## **POLICY DEFINITIONS**

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and assistance services', 'Complaints Procedure' and 'Important Information' and in headings and titles. Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

#### **Accident / Accidental**

A sudden violent external unforeseen and identifiable event.

#### **Accidental Bodily Injury**

- (1) Injury caused by Accidental and/or violent means;
- (2) Injury resulting from Exposure; occurring within 12 months from the date of such Accident or Exposure.

#### **Assistance Provider**

Shall mean CEGA.

#### **Capital Benefits**

Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

#### **Country of Residence**

The country in which the Insured Person is habitually resident during the period of insurance.

#### **Child/ren**

Children, stepchildren, and legally adopted children and foster children of the Insured Person and the partner or spouse. To be insured under this policy Child/ren must be dependant on the Insured Person or their partner or spouse under 23 years of age at the effective date of cover and normally resident in the family home.

#### **Close Relative**

Shall include father, stepfather, father in-law, mother, stepmother, mother in-law, grandmother, grandfather, Grandchild, brother, step-brother, sister, step-sister, wife, husband, Partner, son (including son-in-law), daughter (including daughter-in-law), legal guardian or anyone noted as next of kin on a legal document.

#### **Epidemic**

Shall mean a widespread infection or contagious disease.

#### **Excess**

Shall be the amount of the claim We will not pay up to the limit stated in The Schedule for each and every loss up to a maximum of £100 for any one loss or event.

#### **Exposure**

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

#### **Geographical Limits**

(1) Europe – The European Union (outside the United Kingdom), the Channel Islands, Isle of Man, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein,

Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Morocco, Tunisia and Turkey.  
(2) Worldwide – anywhere in the world other than the United Kingdom or Europe.

#### **Grandchild/ren**

Grandchild/ren (including step-grandchildren) of the Insured Person and the partner or spouse up to a maximum of three Grandchildren per Insured Journey. To be insured under this policy the Insured Person must have parental control of the Grandchild/ren over the duration of the Insured Journey and the parent(s) are not holidaying with the Insured Person.

#### **Hijack**

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

#### **Hospital**

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

#### **Insured Journey**

In respect of Insured Journey that is devoted entirely to pleasure, rest or relaxation, the following operative times and covers apply:-

- (a) In respect of Cancellation cover for an Insured Journey commences from the time the journey is booked and ends when the journey begins.
- (b) For all other sections under this policy cover commences at the point the Insured Person leaves their residence and returns to the Insured Persons residence irrespective of the renewal date of the policy
- (c) Any holiday not exceeding the maximum number of days any one trip stated in The Schedule unless agreed with underwriters which begins during the Period of Insurance.
- (d) If the Insured Journey is solely within the United Kingdom or the Insured Person's Country of Residence (if different) cover will only be operative if the journey involves at least one overnight stay away from home in pre booked accommodation and/or a flight as a fare paying passenger.

#### **Insured Person/You/Your**

Any serving member, support staff or retired member of the Policy Holder and/or their Child/ren and/or their Partner.

#### **Kidnap**

Unlawful seizure detention or taking by force or fraud of an Insured Person (except a child by its parent or legal guardian) by a third party without the consent of that Insured Person.

#### **Loss of Hearing**

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

#### **Loss of Limb**

Shall mean in respect of:-

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or;
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint) and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

#### **Loss of Sight**

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred:-

- (1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

#### **Loss of Speech**

Total and permanent loss of speech.

#### **Money**

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

#### **Natural Catastrophe**

Will include earthquake, tsunami, high water, wildfire, volcanic eruption, floods, hurricane, tempest, Landslide, snowstorm.

#### **Partner**

The spouse or civil partner or an individual who acts as their spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least three months.

#### **Period of Insurance**

From the effective date until the expiry date shown in the schedule and any subsequent period for which We accept payment for renewal of this policy.

#### **Permanent Total Disablement**

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

#### **Personal Belongings**

Items which are the property of the Insured Person or property for which they are personally responsible (excluding any business equipment or business samples) and which are taken on or acquired during an Insured Journey.

#### **Pre Existing Medical Conditions**

Shall mean:-

- (a) any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy as a result of any Pre-existing Medical Condition where a Qualified Medical Practitioner has not permitted the Insured Person to travel;
- (b) any claims under the Cancellation, Curtailment or Change of Itinerary section of this policy as a result of any Pre-existing Medical Condition where the Insured Person is on a waiting list for in-patient treatment;
- (c) any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you are travelling for the purpose of obtaining medical treatment abroad;
- (d) any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you have been given a terminal prognosis;
- (e) purchase of any prescription medicines relating to a Pre-existing Condition;
- (f) if any Insured Person or Close Relative has suffered

a Pre-existing Medical Condition that You could have reasonably foreseen would have given rise to a Cancellation or Curtailment or Change of Itinerary claim under the Cancellation, Curtailment or Change of Itinerary section of this policy.

#### **Qualified Medical Practitioner**

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an Insured Person, Partner or a member of the immediate family of an Insured Person.

#### **Quarantine**

Restriction or closure of the accommodation in which the Insured Person is staying as ordered by a local, national or international health authority as a direct result of a widespread infectious disease or Epidemic.

#### **Repatriation**

With prior approval from Our Emergency Medical Assistance Provider and due solely to medical reasons, the return of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

#### **Sickness**

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

#### **The Policyholder**

The persons, companies, partnerships, unincorporated association or organisation named in The Schedule as The Policyholder.

#### **The Schedule**

The document which specifies details of The Policyholder, section limits and any Excess(s) applying to the policy.

#### **United Kingdom**

For the purposes of this policy means England, Scotland, Wales, Channel Islands, Isle of Man and Northern Ireland.

#### **Valuables**

Jewellery, watches, items made of or containing gold, silver precious metals or precious stones, binoculars, hand held games consoles and equipment, mobile phones, audio visual, photographic, video camera, computer and television equipment.

#### **War**

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

#### **We/Us/Our**

Aviva Insurance Limited. Registered in Scotland No. 2116  
Registered Office: Pitheavlis, Perth PH2 0NH.

## **ACTIVITIES AND SPORTS**

This policy will provide cover for participation in general activities and sports. The policy will NOT provide cover for you taking part in the following Activities and Sports; steeple-chasing, polo, hunting, any professional sport(s), mountaineering (normally requiring ropes or requiring the services of a guide), pot holing, canyoning, quad biking, fighting (except in self-defence), scuba-diving below a depth of 30 metres, parachuting, racing, speed or endurance tests or practising for such events or any form of organised team sport; Please see Policy Exceptions on page 16.

If you are unsure if a sports or activity you are planning to take part in is covered, please contact Philip Williams and Company on 01925 604421 during office hours.

## **POLICY COVER**

### **PERSONAL ACCIDENT**

We will pay the sum insured shown in The Schedule to You for Accidental Bodily Injury occurring during the Period of Insurance and whilst on an Insured Journey which within 12 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits for:-

- Death;
- Permanent Total Disablement;
- Capital Benefits.

#### **Amount Payable**

The amount payable to You shall be the amount as stated in The Schedule.

#### **Extension**

##### **Permanent Partial Disablement**

In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury We will pay a percentage of the benefit provided for Capital Benefits depending on the degree of permanent disablement. Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of:-

- A thumb 30%
- A forefinger 20%
- Any finger other than a forefinger 10%
- A big toe 15%
- Any toe other than a big toe 5%
- A shoulder or elbow 25%
- A wrist, hip, knee or ankle 20%
- The lower jaw by surgical operation 30%
- Loss of Hearing in one ear 25%
- Loss of Internal Organ 25%
- Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Capital Benefits sum insured. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.
- When more than one form of permanent partial disablement results from Bodily Injury the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total. If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.

#### **Exceptions**

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:-

- (1) any gradually operating cause;
- (2) any naturally occurring condition or degenerative process;
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

#### **Conditions**

The following conditions apply to this section in addition to the Policy Conditions at the back of this policy.

##### (1) Payment of Benefit

- (a) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person:-
  - Death;
  - Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing;
  - Permanent Total Disablement.

After payment has been made for:-

- Death;
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing;

- Permanent Total Disablement;  
no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

(b) If death benefit is covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.

(2) Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a medical examiner appointed by Us that disablement is permanent and without expectation of recovery.

(3) Medical Evidence

(a) We may, at Our expense, arrange for an Insured Person to undergo:-

- (i) a medical examination or
- (ii) a post mortem examination.

(b) You or Your legal representative will supply to Us, at Your expense, any:-

- (i) Certificate;
- (ii) Information;
- (iii) Evidence;

in the format We require.

(4) Dependant Child/ren and Grandchild/ren

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim the maximum amount payable for death will be £25,000.

## MEDICAL AND EMERGENCY TRAVEL EXPENSES

In the event of the Insured Person sustaining Accidental Bodily Injury or contracting an illness during the course of an Insured Journey We will pay up to the sum insured stated in The Schedule for:-

(a) Medical Expenses

Reasonable and necessary emergency medical, surgical, Hospital or nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of rescue services to take the Insured Person to Hospital;

(b) Emergency Travel Expenses

Reasonable and necessary additional costs of transport and accommodation incurred in respect of the Insured Person or any two relatives or friends who have to travel to or remain with or escort the Insured Person home to the United Kingdom or the Insured Person's Country of Residence (if different);

(c) Repatriation

Upon medical advice the Repatriation of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different);

(d) Emergency Medical Evacuation upon the advice of Our Emergency Medical Assistance Service the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital incurred outside the United Kingdom or the Insured Person's Country of Residence (if different).

### Additional Covers

#### Continuing Medical Charges

In the event of a valid claim under Medical and Emergency Travel Expenses We will pay the reasonable and necessary cost of Hospital In-patient medical charges incurred within three months immediately following the date of the Insured Person's Repatriation to the United Kingdom or the Insured Person's Country of Residence (if different) up to the sum insured stated in The Schedule.

### Domestic Travel Expenses

In the event of a valid claim under Medical and Emergency Travel Expenses which results in an Insured Person being treated in Hospital as an outpatient We will indemnify the Insured Person for any reasonable costs of a taxi or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital for a maximum of 26 weeks from the date of the first claim up to a maximum of £5,000.

### Emergency Dental Treatment

In the event that an Insured Person, during an Insured Journey, needs treatment for immediate emergency pain relief, We will indemnify the Insured Person up to a maximum of £350.

### Foreign Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury outside the United Kingdom or the Insured Person's Country of Residence (if different) during the Insured Journey which results in a continuous unconscious state We will pay the Insured Person an additional sum per day as stated in The Schedule for each complete 24 hour period of continuous unconsciousness up to a maximum of 730 days.

### Funeral Expenses

In the event of the death of the Insured Person We will Indemnify the Insured Person's estate up to the sum insured stated in The Schedule for the reasonable costs incurred for a funeral outside the United Kingdom or their Country of Residence (if different) or the costs of transportation of the Insured Person's body or ashes and the Insured Person's Personal Belongings back to the United Kingdom or Country of Residence (if different).

### Hospital Benefit

In the event that an Insured Person is admitted as a Hospital in-patient We will pay the Insured Person the sum insured stated in The Schedule that the Insured Person spends as an in-patient.

### Emergency Medical Assistance Service

Our service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses. In the event of a medical emergency overseas please call +44 1243 621 568

Our specialist emergency assistance provider has

experienced multi-lingual staff who will-

- Take charge of Your enquiries 24 hours a day 365 days a year and where necessary contact Hospitals and guarantee any necessary fees;
- Talk to doctors and hospital staff in their own language;
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Medical Assistance Service We will pay all associated costs incurred on behalf of the Insured Person for the following:-

- making arrangements for the Insured Person to travel home and where necessary ensure they are escorted by a medical attendant;
- ensuring assistance is provided upon the Insured Person's arrival in the United Kingdom or other Country of Residence following a Repatriation;
- making arrangements for the outward and return journeys for the next of kin or other nominated persons to visit a sick or injured Insured Person;
- assisting in locating and sending drugs if not available locally;
- providing advice on minor ailments.

## **Other Emergency & Assistance Services Provided Whilst Travelling**

- A phone home service if there is an emergency.
- A translation and interpretation service if You need it.
- On stolen or lost passports, driving licenses, air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of money to You if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- To relatives or friends if You are hospitalised.

Note: There may be charges for some services and You will have to pay these together with travel costs resulting from the advice You are given.

## **Advice Before You Travel**

Our Travel Assistance Helpline can be contacted any time day or night on +44 (0)1243 621556 and will provide advice and information on:-

- Visa and entry permits You may need;
- Necessary vaccination and inoculation requirements and where they can be arranged;
- What You should take with You in relation to first aid and health;
- Currencies, travellers cheque and current exchange rates;
- Languages, time zones and details of countries You will be visiting.

In addition, there is a wealth of information available on the Foreign & Commonwealth Office website which provides lots of advice for travelling including briefings for each country.

This can be found at the following website address:

[www.fco.gov.uk](http://www.fco.gov.uk).

## **Exceptions**

The following exceptions apply to Medical and Emergency Travel Expenses in addition to the Policy Exceptions at the back of this policy.

We will not pay:-

- (1) any claim resulting Pre-existing Medical Conditions as detailed in the Eligibility section;
- (2) medical expenses incurred whilst on an Insured Journey within the Insured Person's Country of Residence;
- (3) any expenses incurred more than 12 months after the date the need for treatment first arises;
- (4) the Excess stated in The Schedule for each and every claim except where an Insured Person has obtained a reduction in the cost of medical expenses in European Union Countries using a European Health Insurance Card;
- (5) for repeat prescription medicines;
- (6) any expenses incurred for the purchase of food and beverages in the event of an Insured Medical emergency that is being claimed for under this Policy.
- (7) any medical treatment which, in the opinion of our Assistance Provider, can reasonably be delayed until Your return to Your Country of Residence;
- (8) for any costs arising from single or private rooms within a hospital, nursing home or other medical centre unless our Assistance Provider and the attending General Medical Practitioner deem it necessary;
- (9) for normal costs of pregnancy unless there have been complications due to an Accident or illness whilst on an Insured Journey.

## **Conditions**

The following conditions apply to Medical and Emergency Travel Expenses in addition to the Policy Conditions at the back of this policy.

- (1) You must contact the Emergency Medical Assistance Service if You require inpatient Hospital treatment or Repatriation otherwise We may not be able to reimburse the costs incurred.

(2) The Emergency Medical Assistance Service must be informed immediately or as soon as reasonably possible of any potential Search and Rescue Expenses claim. A written statement from the police, coastguard or other approved rescue authority involved in the search/rescue must be obtained and submitted to Us in the event of a claim. If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Medical Assistance Service to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.

## **PERSONAL BELONGINGS**

In the event of the Insured Person suffering loss of or damage to Personal Belongings during an Insured Journey We will indemnify the Insured Person in respect of such loss or damage up to the sum insured stated in The Schedule.

### **Automatic Extensions**

#### **Temporary Loss**

In the event of an Insured Person being temporarily deprived of their Personal Belongings for at least 24 hours from the time of arrival at their destination during an Insured Journey, We will reimburse the Insured Person in respect of emergency and necessary purchases up to the sum insured stated in The Schedule for any one claim.

#### **Loss of Keys**

In the event that the Insured Person loses their keys to their main permanent residence or vehicle whilst on an Insured Journey We will indemnify the Insured Person for the costs (parts and labour) of replacing the relevant locks up to the sum insured stated in The Schedule. We will not arrange for the work to be carried out and will not be liable for any damage caused in the process of replacing the locks.

### **Exceptions**

The following exceptions apply to Personal Belongings in addition to the Policy Exceptions at the back of this policy.

We will not pay any claim resulting from:-

- (1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried;
- (2) Items of high value including sports equipment over the value shown in this schedule for single items;
- (3) loss or damage caused by:-
  - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container);
  - (b) mechanical or electrical failure or breakdown;
  - (c) any process of cleaning, dying, restoring, repairing or alteration;
- (4) loss of Money;
- (5) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority;
- (6) loss unless it is reported within 48 hours of discovery to any of the following: the local police or appropriate authority, hotel, airline or tour operator and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report);
- (7) loss or damage from pressure in an aircraft cargo hold;
- (8) theft or attempted theft from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into;
- (9) loss of or damage to vehicles their parts or accessories;
- (10) loss of or damage to Personal Belongings sent as freight or under a bill of lading.

### **Conditions**

The following conditions apply to Personal Belongings in addition to the Policy Conditions at the back of this policy.



- (1) The Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings.
- (2) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to reimburse the Insured Person not exceeding in any event the insured value thereof.
- (3) We will not pay more than the sum insured stated in The Schedule in respect of any one item, pair or set.
- (4) We will not pay the Excess stated in The Schedule for each and every claim.
- (5) Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the temporary Loss becomes permanent.
- (6) The Insured Person must retain any damaged articles for Our inspection. We shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

## MONEY

In the event of the Insured Person suffering the loss or theft of Money during the course of an Insured Journey, occurring 48 hours immediately prior to such a Journey or up to 48 hours immediately following such a Journey We will pay up to the amount specified in The Schedule if obtained for the purpose of the Insured Journey and in the custody and control of the Insured Person.

### Fraudulent Use of Credit Cards

If the Insured Person sustains financial loss as a direct result of a credit charge, debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify the Insured Person for such loss up to the sum insured for any one Insured Journey provided that the Insured Person has fully complied with all terms and conditions under which such cards have been issued.

### Automatic Extensions Lost or Damaged Documents

If the Insured Person sustains loss of or damage to travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify the Insured Person in respect of any fees charged in issuing an emergency passport including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to the sum insured stated in The Schedule for any Insured Journey.

### Theft of Documents

If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained up to the sum insured stated in The Schedule for any claim.

### Exceptions

The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.

We will not pay:-

- (1) for any claim resulting from:-
  - (a) delay confiscation errors or omissions in receipts or payment or accountability or depreciation in value;
  - (b) loss unless it is reported to the local police or appropriate

authorities within 72 hours of its discovery and a written report in respect thereof is obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

(2) for any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the Insured Person has complied with all the terms and conditions under which the card was issued.

(3) for theft or attempted theft of Money from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

(4) the Excess stated in The Schedule for each and every claim.

## CANCELLATION, CURTAILMENT OR CHANGE OF ITINERARY

### Cancellation

If an Insured Person is forced to cancel an Insured Journey as a direct and necessary result of any cause numbered below We will reimburse the Insured Person for all non returnable deposits advance payments and other charges paid or due to be paid for travel and accommodation in respect of the Insured Journey up to the sum insured stated in The Schedule for each Insured Person.

### Curtailed

If an Insured Person is forced to cut short an Insured Journey and return to the United Kingdom or normal Country of Residence (if different) as a direct and necessary result of any cause numbered below We will reimburse up to the sum insured stated in The Schedule for each Insured Person for:-

- (a) all non returnable deposits advance payments and other charges paid or due to be paid by the Insured Person for travel and accommodation in respect of the Insured Journey;
- (b) the reasonable additional cost of travel and accommodation necessarily incurred to return the Insured Person to the United Kingdom or normal Country of Residence (if different).

### Change of Itinerary

If following departure the Insured Person is forced to alter pre-booked travel arrangements in connection with an Insured Journey as a direct and necessary result of any cause numbered below We will reimburse the Insured Person for the reasonable additional costs of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey up to the sum insured stated in The Schedule.

This section of the policy protects You for the necessary Cancellation, Curtailment or Change of Itinerary due to:-

- (1) Your death, serious injury, sudden illness, complications in pregnancy or quarantine or that of a Close Relative or any person accompanying You or their Close Relative on the Insured Journey provided such cancellation, curtailment or change of itinerary is confirmed as medically necessary by a Qualified Medical Practitioner;
- (2) the compulsory quarantine, jury service or witness call, military service, medical service, subpoena or exigencies of duty of an Insured Person;
- (3) Your unemployment which qualifies for any payment under any applicable statute;
- (4) Your home becoming uninhabitable within 14 days of travel following fire, storm, flood, theft, subsidence or serious damage or Your presence being required by the police following burglary or attempted burglary at Your home;
- (5) Either:
  - (i) Natural Catastrophe causing the local government or national government of the destination country to declare a state of emergency or;
  - (ii) the Foreign & Commonwealth Office recommending

against all but essential travel;

(6) Cancellation or Curtailment of scheduled public transport services consequent upon adverse weather conditions, strike, riot or civil commotion.

### Exceptions

The following exceptions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Policy Exceptions at the back of this policy.

We will not pay for any claim resulting from:-

- (1) disinclination to travel or if on an Insured Journey, deciding not to continue;
- (2) Your or an Insured Person's financial circumstances;
- (3) redundancy or resignation of an Insured Person or the termination of an Insured Person's contract of employment within 30 days of a pre-booked Insured Journey or once an Insured Journey has started;
- (4) the financial failure or omission or neglect of any provider or its agent of transport or accommodation;
- (5) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to:-
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary as a result of a Natural Catastrophe;
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary as a result of a Natural Catastrophe;All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider;
- (6) strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
- (7) You or the Insured Person violating the laws or regulations of the country in which they are travelling;
- (8) an Insured Person failing to check in according to the itinerary provided unless the failure was due to strike or industrial action;
- (9) You or the Insured Person failing to produce or maintain visas, permits or documents for the country to which they are travelling;
- (10) regulations made by any Government or public authority;
- (11) any claim where it is subsequently found that the person involved is not an Insured Person. Any costs incurred in this event shall be Your sole responsibility;
- (12) any claim of less than the Excess stated in The Schedule for each Insured Person. Any valid claim for more than Excess stated in The Schedule will be reduced by Excess stated in The Schedule for each Insured Person;
- (13) Pre-existing Medical Conditions as detailed in the Eligibility section.
- (14) Any expenses incurred for the purchase of food and beverages in the event of an Insured claim under this section of the Policy.

### TRAVEL DELAY

We will compensate You for Travel Delay if the outward or homeward departure of an aircraft, train, or sea vessel in which You have booked to travel is delayed due to strike, industrial action, adverse weather conditions, Natural

Catastrophe, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel which results in delay for at least 12 hours from the departure time indicated by the carrier we will reimburse You by the amount stated in The Schedule per Insured Person,or;

If Your delay is for more than 24 hours as a direct result of strike, industrial action, adverse weather conditions, Natural Catastrophe, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel and You abandon the Insured Journey We will reimburse You for all non returnable deposits advance payments and other charges paid or due to be paid for travel and accommodation in respect of the Insured Journey up to the sum insured stated in The Schedule for each Insured Person.

### Exceptions

The following exceptions apply to Travel Delay in addition to the Policy Exceptions at the back of this policy

We will not pay for any claim resulting from:-

- (1) the failure of You or the Insured Person to check in not later than the time indicated by the carriers;
- (2) the failure of You or the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
- (3) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the Insured Person is due to depart from the United Kingdom such Insured Person is prevented from taking their trip due to:-
  - a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
  - b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary;All claims must be supported by documentary evidence that the Insured Person has been unable to obtain a refund from their travel and/or accommodation provider;
- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance;
- (5) strike labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked;
- (6) any claim of less than the Excess stated in The Schedule for each Insured Person. Any valid claim for more than the Excess stated in The Schedule will be reduced by the Excess stated in The Schedule for each Insured Person.

### CATASTROPHE

We will indemnify you up to the limit shown on your policy schedule for additional accommodation and/or transport costs to allow you to continue your trip if you are forced to move from your independently booked and prepaid accommodation, due to one of the following events occurring during your trip:-

- (1) Natural Catastrophe;
- (2) Avalanche;
- (3) Explosion;
- (4) Fire;
- (5) Landslide;
- (6) Quarantine.

### Exceptions

The following exceptions apply to Catastrophe in addition to the Policy Exceptions at the back of this policy

We will not pay any claim:-

- (1) where prepaid accommodation costs can be claimed back from the hotel or any other service provider;
- (2) for transport costs incurred in returning home;
- (3) where the accommodation provider, local or national authority do not deem it necessary for you to leave your prepaid accommodation;
- (4) for prepaid accommodation costs for management fees, maintenance costs or exchange fees;
- (5) for associated with timeshares and similar arrangements.

#### Conditions

The following conditions apply to Catastrophe in addition to the Policy Conditions at the back of this policy.

- (1) Additional accommodation costs must be of a similar standard to that which you were originally staying.
- (2) Written confirmation from the local or national authority or accommodation provider confirming that the accommodation in which you are staying is uninhabitable.
- (3) The accommodation must be pre booked and paid for independently for this section to apply.

#### MISSED DEPARTURE

We will indemnify You for reasonable additional accommodation and transport expenses necessarily incurred in order for the Insured Person to reach their final destination caused by their late arrival at any departure point shown on their itinerary to start the Insured Journey caused by;

- (1) the public transport used by the Insured Person being delayed;
  - (2) the car the Insured Person is travelling in being involved in an accident;
  - (3) the car the Insured Person is travelling in breaking down;
  - (4) the car the Insured Person is travelling in being delayed due to exceptional and unforeseen traffic flow congestion (must be supported by documentary evidence);
- up to the sum insured stated in The Schedule.

#### Exceptions

The following exceptions apply to Missed Departure in addition to the Policy Exceptions at the back of this policy.

We will not pay any claim:-

- (1) if the Insured Person does not do everything possible to get to the International Departure Point from or to the Country of Residence for the time specified on the travel tickets;
- (2) unless a police report or Insurer's accident report form has been obtained showing the time and place of the accident;
- (3) unless a written repairer's report has been obtained if claiming because the vehicle the Insured Person was travelling in has broken down;
- (4) any claim of less than the Excess stated in The Schedule for each Insured Person. Any valid claim for more than Excess stated in The Schedule will be reduced by Excess stated in The Schedule for each Insured Person.

#### HIJACK & KIDNAP

In the event of the conveyance in which an Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours or if during an Insured Journey the Insured Person is detained as a result of Kidnap We will indemnify You up to the limit specified in the Policy Schedule per complete 24 hour period that the Insured Person is detained.

#### Exceptions

The following exceptions apply to Hijack & Kidnap in addition to the Policy Exceptions at the back of this policy.

We will not be liable for any claim arising from:-

- (1) Hijack or Kidnap whilst an Insured Person is within the United Kingdom or their normal Country of Residence (if different);

- (2) relating to any criminal or fraudulent act of The Policyholder or the Insured Person.

#### PERSONAL LIABILITY

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or Accidental Bodily Injury to any other person or Accidental loss of or damage to material property of any other person. All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition notwithstanding that Our total liability does not exceed the sum insured stated in The Schedule.

#### Exceptions

The following exceptions apply to Personal Liability in addition to the Policy Exceptions at the back of this policy

We will not pay any claim arising from:-

- (1) any liability in respect of Accidental death or Accidental Bodily Injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course of their employment by You or liability arising in connection with any business profession or occupation;
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person, their family or of any employee or agent of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of an Insured Journey;
- or;
- liability arising from the ownership possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the Insured Person;
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement;
- (4) liability which is the result of any claim resulting from the transmission of any communicable disease or virus;
- (5) liability which is the result of any wilful malicious or unlawful act;
- (6) any punitive or exemplary damages.

#### Conditions

The following conditions apply to Personal Liability in addition to the Policy Conditions at the back of this policy.

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability under this Policy and shall provide Us with such particulars and information as We may require and shall forward to Us immediately on receipt every letter, writ, summons and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) No Insured Person must admit any liability or pay, offer to pay or negotiate any claim without Our prior written consent.
- (3) We shall be entitled at Our discretion to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other person(s) and the Insured Person shall give all information and assistance required.
- (4) We may at any time at Our sole discretion pay to the Insured Person a sum equal to the limit of indemnity for Personal Liability in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

(5) In the event of a claim or series of claims resulting in the liability of the Insured Person to pay a sum in excess of the sum insured stated in The Schedule Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bear to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

(6) Our liability under Personal Liability for all damages payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the sum insured stated in The Schedule.

## LEGAL EXPENSES

### Definitions

The following definitions apply to Legal Expenses in addition to the Policy Definitions at the front of this policy. They keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Appointed Representative

The lawyer or other suitably qualified person:-

- (1) appointed by Us to act on Your behalf;
- (2) Nominated by You.

### Costs and Expenses

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to or authorised.

### Legal Proceedings

Legal action for the pursuit of a claim for damages.

### Medical Treatment

The consultation in respect of and treatment of an illness or bodily injury conducted by a Qualified Medical Practitioner or dental practitioner who is or has been responsible for the clinical care of an Insured Person.

### Prospects of Success

In respect of all claims it is always more likely than not that an Insured Person will:-

- (1) recover damages or obtain any other legal remedy which We have agreed to;
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

### Cover

We will negotiate on Your behalf for Your legal rights to bring Legal Proceedings to pursue a civil claim resulting from an incident, for which You are not at fault which causes the death of or personal injury to an Insured Person during an Insured Journey, provided that:-

- (1) the insured incident occurs within the Geographical Limits stated in The Schedule and during the Period of Insurance;
- (2) prospects of Success exist for the duration of the claim;
- (3) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal;
- (4) the maximum amount We will pay for Costs and Expenses for any one Insured Person in respect of any or all claims arising from one cause is the sum insured stated in The Schedule;
- (5) an Insured Person or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

### Exceptions

The following exceptions apply to Legal Expenses in addition to the Policy Exceptions at the back of this policy.

We will not pay any claim:-

- (1) where You are more specifically insured under another policy or in respect of any amount which You cannot recover from a more specific insurance because the insurer of that insurance refuses the claim;
- (2) relating to the Insured Person driving a motor vehicle without a valid licence and/or insurance;
- (3) relating to any illness, death or bodily injury which develops gradually or is not caused by a specific sudden event;
- (4) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air;
- (5) in respect of libel or slander;
- (6) for Costs and Expenses incurred prior to Our written acceptance of a claim;
- (7) for Costs and Expenses which have been incurred by the Appointed Representative on a contingency fee Basis;
- (8) in respect of any legal action an Insured Person takes which We have not agreed to or where an Insured Person does anything to hinder Us or the Appointed Representative;
- (9) deliberately or intentionally caused by the Insured Person or as a result of the Insured Person's criminal act;
- (10) for any fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority;
- (11) in respect of an application for judicial review;
- (12) relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- (13) for a dispute with Us other than as catered for in conditions 6 and 7 Legal Expenses;
- (14) against a tour operator, travel agent, insurer or their agent, a member of any Insured Person's family, another Insured Person under this policy, The Policyholder or Us;
- (15) for anything mentioned in the Policy Exceptions at the back of this booklet.

### Conditions

The following conditions apply to Legal Expenses in addition to the Policy Conditions at the back of this policy.

#### (1) Claims – An Insured Person's Duty

An Insured Person must report an insured incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the insured incident.

#### (2) Claims – Legal Representation

- (a) In acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, You are free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to Your choice of Appointed Representative under condition 2b above, You may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent You. We and You must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent You according to Our standard terms of appointment (which may include a 'no win no fee' agreement). The Appointed Representative must co-operate with Us at all times.

#### (3) Claims – Our Rights and Your Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.

(b) You must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.

(c) At Our request You must give the Appointed Representative any instructions that We require.

(d) You must notify Us immediately if anyone offers to settle a claim or makes a payment into court.

(e) If You do not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.

(f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

#### **(4) Discontinuance of a Claim**

If You:-

(a) Settle a claim or withdraw a claim without Our prior agreement;

(b) do not give suitable instructions to the Appointed Representative;

(c) dismiss an Appointed Representative without Our prior consent;

the cover We provide will end immediately and We will be entitled to re-claim from You any Costs and Expenses We have incurred.

#### **(5) Recoveries**

You must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

#### **(6) Disputes**

If any difference arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

#### **(7) Arbitration**

You have the right to refer any difference that arises between Us and You in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and You. If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

#### **(8) The Most We Will Pay**

The most We will pay for each Insured Person in respect of any or all claims arising from one cause is the sum insured stated in The Schedule.

## **WINTER SPORTS**

### **Winter Sports Equipment**

If Your winter sports equipment is lost, stolen or damaged during Your trip, we will pay for their replacement or repair, which ever is the lower, after making an allowance for wear and tear and loss of value using the scale below:-

- Up to 1 year old, up to 90% of the price You paid;
- Up to 2 years old, up to 70% of the price You paid;
- Up to 3 years old, up to 50% of the price You paid;
- Up to 4 years old, up to 50% of the price You paid;
- Up to 5 years old, up to 20% of the price You paid;
- Over 5 years old, nothing.

The most we will pay is the sum insured stated in The Schedule for each Insured Person.

If You hire winter sports equipment and it is lost, stolen or damaged by accident during Your trip, we will pay for its replacement or repair. The most we will pay is the sum insured stated in The Schedule for each Insured Person.

If we pay under the above, we will also pay to hire replacement winter sports equipment for the rest of Your trip. The most we will pay is the sum insured stated in The Schedule for each Insured Person for each 24 hour period that the equipment is needed.

We will pay up to the sum insured stated in The Schedule to replace Your lift pass if it is lost or stolen during Your trip.

### **Exceptions**

The following exceptions apply to winter sports equipment in addition to the Policy Exceptions at the back of this policy.

We will not pay for a claim for:-

- (1) deliberate or malicious damage to winter sports equipment caused by the Insured Person;
- (2) loss or damage to winter sports equipment caused by the Insured Person's carelessness or neglect;
- (3) wear and tear, loss of value and damage caused by moth or vermin, or any process of cleaning, repairing or restoring;
- (4) losses from motor vehicles;
- (5) any loss or theft which You do not report to the police within 24 hours of discovery and get a written report for (where it is not possible to obtain in a police report You must provide other dependant proof of loss such as a letter from Your transport company or resort management).

### **Special Conditions**

- (1) You must take reasonable care to keep the winter sports equipment safe. If the winter sports equipment is lost or stolen, You must take all reasonable steps to get it back.
- (2) If the winter sports equipment is lost or damaged by an authority, a transport company or hotel, You must report the details of the loss or damage to them in writing and get written confirmation.
- (3) If winter sports equipment is lost or damaged by an airline You must:-
  - get a property irregularity report;
  - give written notice of the claim to the airline within the time limit in their conditions of carriage (You should also keep a copy);
  - keep all travel tickets and tags if You claim under this policy;
  - You must be able to prove that You were responsible for the lost, stolen or damaged items and the purchase price. If You do not do this, it may affect Your claims.

### **Delay due to Avalanche**

We will cover You for the cost of extra travel and accommodation if an avalanche delays Your arrival at or departure from the booked resort.

The most we will pay for each Insured Person is the sum insured stated in The Schedule.

### **Piste closure**

(This section does not apply to cross country skiing.)

We will pay You one of the following:-

- (1) the sum insured stated in The Schedule per day (up to the maximum amount stated in The Schedule in total) towards the costs You have to pay to travel to another resort if there is not enough snow, too much snow or high winds which result in all ski lifts and ski schools at Your booked resort being closed.
- (2) the sum insured stated in The Schedule per day (up to the maximum amount stated in The Schedule in total) for each day Your resort stays closed if there is not enough snow, too much snow or high winds which result in all ski lifts and ski schools at Your booked resort being closed and there is no other resort available.

### **Exceptions**

The following exceptions apply to piste closure in addition to the Policy Exceptions at the back of this policy.

We will not pay a claim:-

(1) where evidence that confirms the piste closures from either Your tour operator or resort management has not been provided.

### **Ski Pack**

If, due to illness or injury, You are medically certified as being unable to ski or board we will pay the proportionate cost of Your non-refundable ski pack. The ski pack includes lessons from a ski school, ski hire and the cost of any lift pass. The most we will pay for each Insured Person is the sum insured stated in The Schedule.

### **Exceptions**

The following exceptions apply to ski pack in addition to the Policy Exceptions at the back of this policy.

We will not pay a claim:-

(1) if You do not get a written report from a doctor at the start of the injury or illness to confirm the dates You were unable to ski.

### **Inability to take part in Winter Sports activities**

If, due to injury or illness during the Insured Journey, You cannot take part in winter sports activities, we will pay You the sum insured stated in The Schedule as compensation for each day You were prevented from doing so.

The most we will pay for each Insured Person is the maximum sum insured stated in The Schedule.

### **Exceptions**

The following exceptions apply to inability to take part in Winter Sports activities in addition to the Policy Exceptions at the back of this policy We will not pay a claim:-

(1) arising from an illness from which the Insured Person is aware of and travelling against medical advice;

(2) Medical Expenses incurred in the United Kingdom or normal country of residence;

(3) the Insured Person travelling against the advice of a medical practitioner;

(4) if You do not get a written report from a Doctor at the start of the injury or illness to confirm the dates You were unable to take part in.

## **POLICY CONDITIONS**

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

### **(1) Assignment**

You may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

### **(2) Cancellation**

a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement. If Your policy is cancelled under (a) or (b) above and provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment,

(ii) claim(s) made under the policy which are still under consideration, incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us, during the current Period of insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to

Your last known address.

d) We may also cancel this policy at any time by sending not less than 90 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

(i) claim(s) made under the policy for which We have made a payment,

(ii) claim(s) made under the policy which are still under consideration,

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us, during the current Period of insurance.

### **(3) Cessation of Employment**

Cover under this policy will cease for any Insured Person on the last day of the month in which the insured Person is no longer eligible to remain a member of the Group Insurance Scheme.

### **(4) Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must:-

(a) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event;

(b) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim;

(c) provide Us at Your own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe;

(d) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this;

(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

The Insured Person shall:-

(a) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury or Sickness where We shall pay the fee;

(b) as soon as possible after the occurrence of any Accidental Bodily Injury or Sickness obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed. In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

### **(5) Contribution**

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your name which covers You for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

### **(6) Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

(1) refuse to pay the claim,

(2) recover from You any sums paid by Us to You in respect of the claim,

(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium. If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This

will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act. If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

#### **(7) Identification**

The policy and The Schedule will be read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

#### **(8) Interest**

We will not pay interest on any claim payable.

#### **(9) Non Disclosure, Misrepresentation or Misdescription**

##### **Before this policy was entered into**

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
- We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
- We would have agreed to provide cover under this policy but on different terms (other than premium terms). We may require that this policy includes such different terms with effect from its commencement, and/or
- We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

##### **Before a variation was agreed**

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
- We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
- We would have agreed to the variation but on different terms (other than premium terms). We may require that the variation includes such different terms with effect from the date it was made, and/or
- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any

loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

#### **(10) Reasonable Precautions**

You must take all reasonable precautions to prevent:-

- (a) loss, destruction or damage to the property insured;
- (b) accident or injury to any person or loss, destruction or damage to their property.

#### **(11) Subjectivity**

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You:-

- (a) providing Us with any additional information;
- (b) completing any actions agreed between You and Us;
- (c) allowing Us to complete any actions agreed between You and Us.

If this is the case, then The Schedule will clearly state the information required and the dates We require such information by. Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:-

- (i) modify Your premium;
- (ii) amend the terms and conditions of this policy;
- (iii) exercise Our right to cancel Your policy under Policy Condition (2) Cancellation;
- (iv) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

#### **(12) The Contracts (Rights of Third Parties) Act 1999**

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

#### **(13) Right to change**

We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

### **POLICY EXCEPTIONS**

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:-
  - (a) War in the Insured Person's Country of Residence or secondment;
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to 1 (a) above;The above exception shall be inoperative for an Insured Person in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad;
- (2) the Insured Person engaging in any kind of flying as a pilot;
- (3) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- (4) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury other than Replacement Recruitment Expenses and Repatriation of human remains;
- (5) the Insured Person's own criminal act;
- (6) Travel to any country or destination where the Foreign and Commonwealth Office has advised against all but essential travel;

(7) any circumstance that could have been reasonably foreseen as giving rise to a claim for Cancellation, Curtailment & Change of Itinerary or Travel Delay or Missed Departure at the time an Insured Journey was booked and paid for in part or in full;

(8) any loss resulting from any winter sports activity where the Insured Person has been travelling on winter sports holidays for more than 30 days during the Period of Insurance;

(9) any loss if the Insured Person has been taking part in any of the following Activities and Sports; steeplechasing, polo, hunting, any professional sport(s), mountaineering (normally requiring ropes or requiring the services of a guide), pot holing, canyoning, quad biking, fighting (except in self-defence), scuba-diving below a depth of 30 metres, parachuting, racing, speed or endurance tests or practising for such events or any form of organised team sport;

(10) any Insured Person aged above the age limit in the Schedule at the effective date of this insurance;

(11) Pre-Existing Medical Conditions as set out below:-

(a) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy as a result of any Pre-existing Medical Condition where a Qualified Medical Practitioner has not permitted the Insured Person to travel;

(b) Any claims under the Cancellation, Curtailment or Change of Itinerary section of this policy as a result of any Pre-existing Medical Condition where the Insured Person is on a waiting list for in-patient treatment;

(c) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you are travelling for the purpose of obtaining medical treatment abroad;

(d) Any claims made under the Cancellation, Curtailment or Change of Itinerary and/or Medical & Emergency Travel Expenses section of this policy where you have been given a terminal prognosis;

(e) Purchase of any prescription medicines relating to a Pre-existing Condition;

(f) If any an Insured Person or Close Relative has suffered a Pre-existing Medical Condition that You could have reasonably foreseen would have given rise to a Cancellation or Curtailment or Change of Itinerary claim under the Cancellation, Curtailment or Change of Itinerary section of this policy.



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