# Policy Booklet



## Norfolk Police Federation

# **Annual Travel Insurance Policy**

Scheme reference number: 5190007



This is to certify that Ageas Insurance Limited will insure in accordance with the terms and conditions contained herein or endorsed hereon. Family Travel Insurance for members of the Norfolk Police Federation, civilian support staff, pensioners and serving members of the Special Constabulary who subscribe to the scheme and have not attained the age of 75.

This policy provides cover for the scheme member, his/her spouse or cohabiting partner and their dependant children/grandchildren living with them and in full time education under the age of 23.

Note: No age limit will apply to dependant children/grandchildren of the scheme member who have a disability, either physical or mental, which is substantial and long-term, as defined under the Equality Act 2010.

Annual multi-trip cover for couples and families allows those covered under the policy to travel either together or separately.

There is no limit to the number of trips you may take, but each trip must be no longer than 31 days.

The period of cover can be extended (up to a maximum of 180 days) by payment of an additional premium. Extensions must be arranged before you travel and full details of your travel plans must be given to George Burrows. See page 9, Definitions, period of insurance for full details.

#### **Useful telephone numbers:**

Travel Claims: 0345 122 3280 Legal Claims: 0344 770 1053

International Medical Rescue: 00 44 23 8064 4633

Health Line: 01689 892 262

## Contents

#### Thank you for taking out this insurance. Please read this policy before you leave on your trip.

This policy will not cover all eventualities. Please see pages 6 and 7 for a schedule of benefits and pages 19 to 46 for important information regarding conditions and exclusions.

All insurance policies contain restrictions and exclusions which **you** should be aware of. It is important that **you** read this policy carefully because we will use it to settle any claim. Please make sure that:

- the cover meets your needs
- you can make the declaration on pages 4 and 5 of this policy. It is important that, as per the declaration, you tell us of any medical conditions each time you receive your documents, even if you have declared these before and there has not been any change.
- you can agree to condition 1 of 'General conditions' applying to all sections' (see page 47).

If you need more advice, please contact George Burrows on 01403 327719 who will contact us for you.

# Declaration

This Travel Insurance Policy contains conditions and exclusions in relation to the health of the insured persons and cover provided.

#### **Medical Exclusions**

If at the time of taking out this policy or when booking a trip, anyone insured under this policy answers 'Yes' to any of the following questions, this policy will not provide cover for any claim arising directly or indirectly from that condition.

- (a) Is anyone waiting for an operation, post operative check up, any other hospital treatment or any medical investigations, tests or test results (for anything other than a) pregnancy or b) the following routinely offered NHS screening tests: Cervical screening, Breast screening, Bowel Cancer screening and Abdominal aortic aneurysm screening)?
- (b) Is anyone waiting for a consultation with a hospital doctor for any medical condition or set of symptoms, other than for regular check-ups for a stable condition?
- (c) Does anyone have a condition for which a **terminal prognosis** has been given?
- (d) Is anyone travelling against the advice of a doctor, or in order to obtain medical advice or treatment abroad?

#### **Health Questions**

At the time of joining the scheme and at each renewal, as well as when booking a trip, you and each insured person must read, and be able to answer 'No' to the health questions (1-9).

If anyone insured under this policy answers 'Yes' to any of the questions, they must contact the Police and Fire Brigade Health Line on 01689 892 262, quoting the scheme code on the front cover of this policy wording, to declare the specific condition(s) to which they answered 'Yes', along with any condition for which they take prescribed medication and all other existing medical conditions regardless of whether they are applicable to the health questions below, to see if cover can be provided.

You may have to pay an extra premium to include cover for your medical conditions.

You must ensure that all answers to medical questions that you give are truthful and accurate. In the event that you do not contact the Health line if required to do so, or you do not declare fully and accurately all existing medical conditions when contacting the Health line we reserve the right to cancel the policy, or refuse to deal with any claim arising, or to reduce the amount of any claim paid.

If you are in any doubt as to how to answer any questions, you must refer to your GP.

- 1 Has anyone been admitted to hospital overnight or treated as a day-patient in the last 12 months?
- 2 Has anyone ever been diagnosed with or received any treatment or medication for any heart/cardiac problem?
- 3 Does anyone have a breathing condition for which they take more than 2 prescribed medications, or which their medication has changed in the last 6 months?
- 4 Does anyone have a breathing condition which in the last 5 years has required either the use of supplementary oxygen or the use of a nebuliser?
- 5 Has anyone ever been diagnosed with or had treatment or medication for any circulatory condition (including stroke, TIA (mini stroke), blood clots) or diabetes?

- 6 Has anyone ever been diagnosed with or had treatment for High Blood Pressure? (Where high blood pressure is controlled by no more than one medication and their medication has not changed in the last 6 months, this question can be answered as 'No')
- 7 Has anyone been diagnosed with or had any treatment in the last 5 years for any type of cancer (including leukaemia) or brain tumour?
- 8 Has anyone ever had an organ transplant, or been on kidney dialysis?
- 9 Has anyone been diagnosed with dementia or Alzheimer's or ever had treatment or medication for a psychiatric or psychological episode or condition, or had treatment or medication for depression?

If you've answered 'No' to all of the Medical **Exclusion and Health Questions, this means** you are covered by the policy and you don't need to contact the Police and Fire Brigade Health Line to tell us about any medical conditions you may have.

#### Changes to your health

PART ONE

If your health changes after you joined the scheme or after **vour** renewal date but before you travel, you must contact the Police and Fire Brigade Health Line immediately on 01689 892 262, quoting the scheme code on the front cover of this policy wording, to tell us about these changes if because of these you:

- Have seen a doctor or seen or been. referred to a consultant or specialist
- Have been admitted to hospital, or are waiting to receive treatment (including surgery, tests or investigations)

We will then tell you if we can cover these medical conditions free of charge or for an additional premium.

#### PART TWO

If we cannot cover your medical conditions, or **you** do not want to pay the additional premium quoted, we will give you the choice of either:

- · Cancelling your membership and if appropriate (i.e. **you** have paid the annual premium in full and not through monthly installments) receiving a proportionate refund (provided that **you** have not made a claim or are not about to); or
- · Making a cancellation claim for any prebooked trips; or
- · Continuing the policy but without cover for your medical conditions.

# Schedule of benefits

#### **Personal Travel Insurance**

Sec	tion	Sum insured per insured person (up to):	Excess	Page
1a	If your trip is cancelled	£5,000	£40	19 to 20
1b	If your trip is cut short	£5,000	£40	20 to 22
2	Medical and other expenses	£5 million	£40	23 to 25
3	Hospital benefit	£500	Does not apply	26 to 27
4	Personal accident	£20,000	Does not apply	27 to 28
5	Personal belongings total Valuables limit Single article limit	£2,000 £500 £500	£40	29 to 30
6	Delayed Baggage	£100	Does not apply	30 to 31
7	Money and documents Cash (adult) Cash (child under 16)	£750 £500 £50	£40	31
8	Loss of passport	£250	Does not apply	32
9	Personal liability	£2 million	£250 (for rented accommodation)	32 to 33
10	Missed departure – extra travel and accommodation expenses	£800	Does not apply	33
11	Mugging	£250	Does not apply	34
12	Delay	£100 (£5,000 for cancellation)	Does not apply	34
13	Rental car excess	£1,000	Does not apply	35 to 36
14	Catastrophe	£500	Does not apply	36
15	Withdrawal of Services	£600	Does not apply	37
16A	Winter sports equipment	£500	£40	37 to 38
16B	Winter sports equipment hire	£150	Does not apply	38 to 39

Section	Sum insured per insured person (up to):	Excess	Page
16C Ski pack	£400	Does not apply	39
16D Piste closure	£500	Does not apply	40
16E Avalanche closure	£500	Does not apply	40
17 Overseas legal expenses and assistance	£25,000	Does not apply	41 to 46

Please note that the sum insured is the most you can claim under the section but other limits may apply. These are shown under the appropriate sections of the policy. All cover limits and excesses shown are per person (with the exception of section 16 - Overseas legal expenses and assistance - please refer to this section for details).

# **Definitions**

Wherever the following words and phrases appear in bold in this policy or the schedule they will always have the meanings shown below (with the exception of section 16 - Overseas legal expenses and assistance - please refer to this section for details).

#### Accidental injury

Injury to **you** resulting directly from an accident involving something violent and visible. This does not include sickness or disease, any natural condition or the result of anything that happens gradually.

#### Acts of terrorism

An act, including but not limited to the use or threat of force or violence, by any person or group, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to cause fear to the public, or any section of the public.

#### **Booked Scheduled Transport**

The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where **you** are a fare-paying passenger, and pre-booked Taxis.

#### **Business associate**

Anyone who works at **your** place of business and who needs to be in work while **you** are away so the business can run properly.

#### Country of residence

The country within the **EEA** in which **you** habitually reside during the **period of insurance**.

#### Close relative

Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, common law partner (defined as living together at the same address and including same sex relationships) or fiancé/fiancée.

#### **European Economic Area (EEA)**

Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

#### **Fragile Articles**

Perishable goods, glass, antiques, works of art and china.

#### Hijack

The unlawful seizure or wrongful exercise of control of the aircraft (or crew thereof) in which **you** are travelling as a passenger.

#### Home

The address where **you** live in the **United Kingdom** or the **EEA**.

#### Labour dispute or protest

Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.

#### **Manual Work**

Any work that involves working at heights of more than 2 metres and/or the use of physical labour, including but not limited to construction, installation, assembly, building work and any work involving the use of heavy machinery or specialist equipment.

#### Mugging

Theft or attempted theft involving an act of violence against **you** by someone not insured on this policy which results in **your** injury and hospitalisation.

#### **Natural Disaster**

Hurricane, tornado, storm, high water, wind, driven water, tsunami, earthquake, volcanic eruption, landslide, snowstorm or natural fire.

#### Period of insurance

The period **you** are covered for. The time that cover for particular sections starts and ends is given in more detail below.

Cancellation cover starts when **you** book each **trip** or on the start/renewal date of the insurance policy, if this is later. Cover under all other sections begins when you leave home to go on your trip and ends when you return home from that trip.

There is no limit to the number of **trips you** may take, but each trip must not exceed 31 days. This can be extended if you have paid an additional premium. Please contact George Burrows on 01403 327719 if vou require this cover. The insurance is only valid if you have insured the whole duration of each individual trip. There is no cover offered by the policy whatsoever for trips which are longer than the insured trip duration you have paid for. This would include not insuring **vou** for any part of a **trip**, where the total **trip** is longer than the insured trip duration. The start and finish dates of the trip must fall within the 12 month period.

For holidays booked during the 12-month period and that start after the end of the 12-month period. we will provide cancellation cover until the policy ends.

• We will extend the period of insurance by up to 30 days, at no extra cost, if you have to stay on your trip longer because of events which **you** have no control over. If the transport you are on is hijacked, we will automatically provide worldwide cover. The period of **insurance** will continue for up to 12 months without extra charge.

#### Personal Belongings

Items owned entirely by you including your luggage and their contents, articles you are wearing or carrying with you including your valuables.

#### Ski Pack

Ski-school fees, ski-instructor fees, hired skis, hired ski boots and bindings, hired snowboard, hired snowboard boots and bindings or hired ice-skates, and the cost of any lift pass you have booked.

#### Terminal prognosis

When a doctor tells a patient that they have a condition that will eventually lead to their death

#### Trip

Your holiday or business trip that starts and finishes from **your home** address. The start and finish dates of the **trip** must fall within the **period** of insurance.

#### Unattended

Where **vou** are not in a position to prevent unauthorised interference with the theft or damage to **your** property.

#### **United Kingdom**

Great Britain. Channel Islands and the Isle of Man.

#### Valuables

Audio, visual, video, photographic, computer and portable navigation equipment, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, tablet devices, MP3 players and electronic games.

#### We, our, us

Ageas Insurance Limited and the other insurers shown on page 48.

#### Winter Sports

On-piste snowboarding, on-piste skiing, monoskiing, ice-skating, curling, tobogganing and snow-mobiling, cross-country skiing on locally recognised tracks, off-piste skiing with a qualified instructor and off-piste snowboarding with a qualified instructor.

#### Withdrawal of Services

- The withdrawal of all water or electrical facilities in your accommodation; or
- The Withdrawal of waiter/waitress services at meals: or
- The withdrawal of kitchen services of such nature that no food is served: or
- The withdrawal of room cleaning services.

#### You, your

Each insured person who the correct premium has been paid for.

## Who to contact if you need help following a Medical Emergency - International Medical Rescue

International Medical Rescue is a 24-hour worldwide emergency service. If you need help following a medical emergency, please call: 00 44 23 8064 4633

The numbers from the countries most often visited are as follows.

France, Greece. Portugal, Spain and Italy 00 44 23 8064 4633 USA and Canada 011 44 23 8064 4633 Fax number 00 44 23 8064 4616 E-mail ai@ageas.co.uk

We may record or monitor calls for training purposes or to improve the quality of our service.

#### Information needed in medical emergencies

- Your name and address, and your phone or fax number abroad
- The name of the agent who arranged this insurance
- Your scheme number shown on the front cover.
- The details of your booked outward and return journeys
- The type of help you need

If you go into a hospital abroad and you are likely to be in for more than 24 hours, or if you have to return home early, someone must contact International Medical Rescue for vou as soon as possible.

We may be required to contact vour GP to check your medical records.

#### Getting you home after a medical emergency

If you are too ill to return home using your return travel tickets, International Medical Rescue can arrange other travel for you. In special circumstances, they will arrange a road or air ambulance. Before **you** travel, the doctors looking after you must provide a certificate confirming that it is medically necessary for you to return home and that you are fit to travel. The conditions of Section 2 'Medical and other expenses' and condition 5 of the general conditions that apply to all sections also apply to the service provided by International Medical Rescue.

#### Paving Outpatient Medical Fees

If **you** receive medical treatment abroad as an outpatient, you should pay the hospital or clinic and claim back **your** medical expenses when you return home. If your outpatient treatment is likely to cost more than £300, you must contact International Medical Rescue immediately.

#### **Reciprocal Health Agreements** and Private Health Insurance

If **we** agree to a medical expenses claim (Section 2) which has been reduced because **you** have used private health insurance or through a reciprocal health agreement, you will not have to pay the excess under that section.

# Making a Claim

Call our Claims Helpline on 0345 122 3280. The claims team are available to handle your claim Monday to Friday from 8am to 6pm (excluding Bank holidays, Christmas Day, Boxing Day and New Year's Day), however the phone line is open 24 hours a day, 365 days a year, so **you** can notify them of your claim at any time. They will lodge your claim and may issue a claim form.

Fill in the claim form and return it with:

- the relevant proof we need as stated here and on the claim form
- this policy
- your confirmation of travel insurance.

All the certificates, accounts, receipts, information and evidence you send must be in the form we ask for. Always send originals and not photocopies. Please ensure you keep copies of any documents you send to us. You must pay any costs involved in providing these documents.

We may be required to contact your GP to check your medical records.

We will aim to answer all correspondence within five working days of receiving it.

Please notify us of your claim as soon as possible. Any unreasonable delays in your notification may prejudice the way we handle vour claim.

### You must supply the following proof. If you cancel the trip

Please send us:

- the reason for cancelling the trip
- your booking invoice or receipt and your cancellation invoice
- independent written proof of the reason for cancellation.

For example, if the cancellation is due to an illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured to confirm that cancellation was medically necessary.

#### Cutting the trip short

Please give the reason you cut your trip short, confirming that you had to come home early. Before you return home early for medical reasons, you must get a doctor's certificate to confirm that this is necessary and that you are fit to travel. You must then send this with your claim form.

#### Medical and other expenses

Please send details of the illness or injury and original receipts and bills for any expenses you have paid.

#### Personal accident

Please send full details of the accident and injury.

#### Personal belongings, and winter sports equipment

Please send full details of the belongings which have been lost, stolen or damaged. You should also send receipts, proof of ownership, or bills for the cost of repairs. For loss or theft claims, vou must also send a police report. If your belongings were lost, stolen or damaged while in the care of a carrier or handling agent, you must send a 'carrier's report' or 'property irregularity report' as well as the travel tickets and luggage receipts the carrier or handling agent gave you when **you** checked in. **You** must also provide written confirmation from the carrier or handling agent that tracing procedures have been completed and your belongings are now considered to be permanently lost. For delayed baggage claims, please send receipts for the replacement items you have bought and a 'carrier's report' or 'property irregularity report'.

#### Money and documents

Please send full details with a police report and cash withdrawal slips or similar proof of the money you withdrew or that was held by you for business reasons.

#### Loss of passport

Please send a police report and any bills or receipts for travel and accommodation expenses.

#### Personal liability

You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our permission in writing.

#### Missed departure - extra travel and accommodation expenses

If your booked scheduled transport service is interrupted please send confirmation of the delay from your transport provider. You must also send receipts or bills for **your** expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how **you** got to the airport, port or station.

#### Overseas legal expenses and assistance

Please refer to the Overseas legal expenses and assistance section of this policy on pages 41 to 46.

#### Rental car excess

Please refer to the Rental car excess section of the policy on pages 35 to 36.

#### Delav

When you claim you must ask the airline or transport company to confirm in writing:

- the cause of the delay or cancellation
- the period of the delay
- the scheduled time of departure and arrival
- the actual time of departure and arrival.

#### Mugging

Please send a police report and a certificate from the doctor confirming the injuries you received and the period you were in hospital receiving inpatient treatment.

#### Winter sports

Please send receipts for the cost of hiring the snowboard, skis and full details of what was lost. damaged or stolen.

#### Ski pack (lessons, hire and lift pass)

Give the reason for cutting short the use of your ski pack and send us a medical certificate confirming that this was necessary.

#### Piste closure

Please ask the relevant authority to confirm in writing that the piste was closed. You must also send **your** receipts for transport to the other resort and the cost of the lift pass.

#### Avalanche closure

You must get written confirmation from the appropriate authority that getting to or from your resort was not possible for the period claimed due to an avalanche or a landslide

We may record or monitor calls for training purposes or to improve the quality of our service.

# Dangerous activities

You are not covered for claims caused by you taking part in mountaineering, potholing, riding or driving in any kind of race, flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or doing any other dangerous activity.

#### Ageas travel insurance cover includes the following:

Abseiling - professionally organised & supervised

Aerial safaris - in chartered aircraft & an organised excursion

**Angling** 

Archery - properly supervised

**Badminton** 

Banana Boat

Baseball - non professional

Basketball - non professional

**Bowls** 

Camel riding - not racing

Canoeing/Rafting/White water rafting - up to category 2

Catamaran sailing - up to 12 miles from coast only\*

Cave tours - for school children only, when accompanied by a qualified guide

Clay pigeon shooting - organised event

**Cross-country running** 

Curling

Cycling - transport only, excludes mountain biking

Deep sea fishing - game fishing

Dinghy sailing - up to 12 miles from coast only\*

**Driving a car, van, lorry** - excludes professional drivers. No cover for off-roading, track days, racing or competing\*

**Driving or riding on a motorcycle or moped** - Only if the driver has the appropriate licence to do so. The insured must wear a helmet. No cover for off-roading, track days, racing or competing\*\*

Dry slope skiing

Fell running

Fell walking - no picks or ropes

Fencing - amateur only

**Fishing** 

#### Ageas travel insurance cover includes the following:

Football - not professional, semi professional or major competition or tournament

Gliding - not piloting & subject to flying with qualified pilot

Go-karting - up to 120 cc\*

Golf

Gorilla trekking

**Gymnastics** 

Hiking/Walking/Trekking - no ropes or equipment & on recognised routes

Horse riding - excluding jumping, hunting & competition

Hot air ballooning - licensed operation only, not piloting

Ice skating on ice - rink

Indoor climbing - at a properly organised activity centre

**Jet boating** (as a passenger only)

Jet skiing\*

Kite boarding - not racing (no cover for kite damage)

Kite buggying - not racing (no cover for kite damage)

**Kite surfing** - not racing (no cover for kite damage)

Land skiing

Lapland trips - skidooing, husky dog sledge and reindeer sledge (all as a passenger only)

Marathon running - not professional

Netball - not professional or semi-professional

Non competitive running - not exceeding 26.2 miles

Orienteering

Paint balling - war games

Paragliding/Parascending over water - only when attached to a speedboat

Passenger sledge

Pony trekking

Powabykes - up to 15 mph\*

**Quad biking** - (including ATV's) only if wearing a helmet and protective clothing, up to 125cc, not racing or competing\*

Racket ball

Rambling

Rifle range\*

Ringos

#### Ageas travel insurance cover includes the following:

River bugging

River sledding

Roller skating/blading/hockey - incidental

Rounders

Rowing

Safaris without guns - professional organised tours only

Sail boarding

Sailing - coastal waters only - up to 12 miles from coast\*

Sand dune surfing

Scuba-diving - to a depth of 30 metres (increased to 40 metres if you hold a recognised diving qualification which shows you are competent to make the dive)

Shark diving in a cage under water - professionally supervised

**Shooting** - range only (must be adequately supervised\*)

Skateboarding

Skin diving - see scuba diving

**Sledding** 

Small bore target shooting\*

Snorkelling

Summer tobogganing

Surfing

**Swimming** 

**Table tennis** 

Ten pin bowling

**Trekking** 

Tug-of-war

Volleyball

Wake boarding

Water polo

Waterskiing

Wilderness walking - organised tour (recognised routes)

Windsurfing

Yachting - coastal waters only - up to 12 miles from coast\*

**Zorbing** 

#### Winter sports cover includes the following:

**Cross-country skiing** 

Curling

**Downhill skiing** 

Heli skiing\*

Ice skating

Mogul skiing

Monoskiing

Skiing on-piste

Skiing off-piste - with a qualified instructor

Snowboarding on-piste

Snowboarding off-piste - with a qualified instructor

Snowmobiling\*

**Tobogganing** 

The policy may not cover **you** if **you** are going to do any activity that **we** may consider to be dangerous and that is not listed above, or if you take part in any competition. Please contact George Burrows on 01403 327719 to contact us to see if we can provide cover.

\*Under Section 9 (Personal Liability), you will not be covered for liability caused directly or indirectly by you owning or using any aircraft, motorised vehicle, boat, or any form of motorised leisure equipment.

# Important Information

#### 1 About the cover and conditions

This is **your** contract of insurance. It contains certain conditions in each section and general conditions on pages 47 to 48. You must meet the conditions or we will not accept your claim. We have designed this insurance to cover most events which could affect vour trip, but there are certain things which are not covered.

#### 2 Limit of cover

Each section of the personal insurance cover shows the most vou can claim, but other limits may apply. For example, under Section 5 (Personal belongings), the overall limit is £2,000 but there is a limit of £500 for any single item and a total limit of £500 for all valuables. We will work out how much we will pay you for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

#### 3 Cancelling your policy

If you are not satisfied with this policy and have not taken a **trip** protected by the cover provided and; have not made a claim against the policy and; there has been no incident likely to give rise to a claim (such as the cancellation of a booked trip), you can cancel this policy within 14 days from the date you receive the policy wording. We will then refund your premium in full. We will not refund your premium after the 14-day period.

If you want to cancel your policy, please contact George Burrows on 01403 327719.

We or anyone we authorise have the right to cancel this policy at any time by sending you fourteen days' notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for vou and we will set out the reason for

cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to us.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means we no longer wish to provide cover.

As long as **you** have not made a claim, **we** will refund you for the time that was left on your policy. If any claim has been made during the period of cover provided, you must pay the full premium and **vou** will not be entitled to any refund.

#### 4 Excesses

We will take an excess off each claim you make, per insured person, under certain sections of this insurance policy. The amount **you** will have to pay towards a claim is shown under each section. If we agree to a medical expenses claim (Section 2) which has been reduced because **you** have used private health insurance, or through a reciprocal health agreement, you will not have to pay the excess under that section.

#### 5 Trips within the United Kingdom or country of residence

This policy provides cover for **trips** within the United Kingdom or your country of residence, only if they include at least one nights' accommodation, which you must pay for and which has been pre-booked.

#### 6 Couples and families

This policy allows couples and families to travel either together or separately.

#### 7 Winter sports

This policy will provide up to 17 days' winter **sports** cover in a 12 month period.

#### 8 Declaration

The declaration applies to each **trip** separately.

#### 9 Limits of cover

The limits of cover apply to each insured person and each insured **trip** separately.

#### 10 For business travel insurance

The premium will automatically cover you while vou are away from home on a business trip which is for managerial, clerical or other nonmanual work. We can cover your business equipment if you pay the extra premium. Please contact George Burrows on 01403 327719 if you require this cover.

#### 11 Eligibility

This policy is only available to persons who subscribe to the scheme and who are resident in the United Kingdom or the EEA.

#### 12 Geographical limits

Anywhere in the world provided travel starts from your home and you return home within 31 days of the initial departure.

#### 13 Balcony exclusion

We will not cover any claim related to you falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, or jumping, regardless of the height (unless in an attempt to save someone's life).

#### 14 Alcohol exclusion

We will not cover any claim as a result of the following:

- (a) The effect of your alcohol, solvent or drug dependency or long term abuse.
- (b) You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP. unless they are for the treatment of drug addiction).

#### 15 Medicare/Medicaid

For travel to the United States of America, we will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

# Personal Travel Insurance

#### Section 1a – If your trip is cancelled - up to £5,000

#### What is covered

#### We will repay you for your proportion of expenses you have paid or legally have to pay for **your** unused travel and accommodation which you do not use if you have no choice but to cancel the trip as a result of one of the following commencing during the period of insurance:

- (a) Your death, injury or illness or that of your travelling companion (not including a tour leader or someone **you** have paid to provide any part of your trip), the person you are going to stay with, a close relative or business associate.
- (b) You or your travelling companion being required by the police to stay at **home** as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding. vandalism, fallen tree or impact by aircraft or vehicle to your or their home or usual place of business in the **United Kingdom**.
- (c) You or your travelling companion being required for jury service or as a witness in a court of law as long as you became aware of the commitment after taking out this policy or booking the trip (whichever is later).
- (d) You being made involuntarily redundant if you are under 65 and have 2 years' continuous employment with the same employer.
- (e) You or your travelling companion having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, acts of terrorism, hostilities (whether war be declared or not), civil unrest,

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 You are not covered for claims caused directly or indirectly by the following:
  - (a) You deciding you no longer want to travel
  - (b) Government regulations, acts of parliament or currency restrictions. This exclusion does not apply in the event of a natural disaster.
  - (c) Your financial circumstances or unemployment (other than involuntary redundancy if **you** are under 65 and have two years' continuous employment with the same employer)
  - (d) The tour operator, or anyone you have made travel or accommodation arrangements with, failing to provide the arrangements
  - (e) You travelling against medical advice or to get medical treatment
  - (f) If **vou** fail to get a valid passport or other travel documents you need.
- 2 If **you** receive payment from someone or somewhere else, we will take this off your claim.
- 3 Costs which have been paid for on behalf of a person who is not insured under this policy.
- 4 If, at the time of taking out this insurance (or booking the trip if this was later) vour close relative, business associate or travel companion had a medical condition for which he or she:
  - was receiving treatment at hospital (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)

#### What is covered

- revolution, rebellion, act of foreign enemy or any similar event.
- (f) Natural disaster, which directly or indirectly results in the recommended cancellation of your booked scheduled transport following any directive issued by any recognised government or government body, providing the directive came into force after you purchased this insurance or booked the trip, whichever is later. This cover will only apply when you are unable to recover your incurred expenses through any other means.

#### Note

Each **trip** is covered when **you** book it or on the start/renewal date of **your** policy, whichever is later.

#### What is not covered

- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis,
   or been told that their condition is likely to
   get worse in the next 12 months;
   We will not pay for any claim you (or any
   insured person) make, that has anything
   to do with the medical condition of that
   close relative, business associate or
   travel companion.
- 5 We will not pay the first £40 of every claim made for each of you. Where there are two or more members of the same family this amount will not exceed £80.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must do everything that you can to get to the airport, port or station you are leaving from on time.
- 2 If you do not tell the travel agent, tour operator or organisations providing transport and accommodation as soon as you need to cancel your trip, the amount we pay will be limited to the cancellation charges that would have applied at that time.

#### Section 1b - If your trip is cut short - up to £5,000

#### What is covered

# You will be covered for your proportion of expenses you have paid or legally have to pay for travel and accommodation which you do not use if you have no choice but to cut short the trip and you return home as a result of one of the following occurring during your trip.

One of the following people is injured, falls ill or dies:

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) You taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if you hold

#### Section 1b - If your trip is cut short - up to £5.000 - continued

#### What is covered

- (a) You or the person you had arranged to travel or stav with
- (b) A close relative
- (c) A business associate
- 2 Your home is damaged and not fit to live in, or the police ask you to return because your home has been burgled.
- 3 **Natural disaster**, which directly or indirectly results in the recommended cancellation or curtailment of vour booked scheduled transport following any directive issued by any recognised government or government body, providing the directive came into force after **you** purchased this insurance or booked the trip, whichever is later. This cover will only apply when **you** are unable to recover your incurred expenses through any other means.
- 4 If **you** have to return **home** early because a close relative or business associate is seriously ill or injured or has died during the period of insurance, you will be covered for your extra travel expenses.

#### What is not covered

- a recognised diving qualification which shows you are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
- (b) Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life)
- (c) You taking part in manual work in connection with a profession, business or trade
- (d) Your suicide or attempted suicide, or deliberately injuring yourself.
- (e) You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet
- (f) You travelling against medical advice or to get medical treatment.
- 2 Costs which have been paid for on behalf of a person who is not insured under this policy
- 3 If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:
  - · was receiving treatment at hospital (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
  - · was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)

Section 1b - If your trip is cut short - up to £5,000 - continued

What is covered	What is not covered
	<ul> <li>had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;</li> <li>We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.</li> <li>We will not cover any claim related to you falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, or jumping, regardless of the height (unless in</li> </ul>
	an attempt to save someone's life).  5 <b>We</b> will not cover;
	<ul> <li>(a) The effect of your alcohol, solvent or drug dependency or long term abuse.</li> <li>(b) You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).</li> <li>6 We will not pay the first £40 of every claim made for each of you. Where there are two or more members of the same family this</li> </ul>
	amount will not exceed £80.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact International Medical Rescue for you as soon as possible.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that you are fit to travel.
- 3 If you return home early because of the illness, injury or death of a close relative or business associate, you must get a doctor's certificate confirming the illness, injury or death.
- 4 If we pay for your additional travel arrangements to return home, we will not also pay for your unused travel.

#### Section 2 – Medical and other expenses - up to £5 million

#### What is covered

You will be covered for the following expenses incurred outside of the **United Kingdom** and your country of residence caused by you becoming ill, being injured or dying during the period of insurance, as long as the expenses are necessary:

- 1 (a) Expenses **you** would have to pay, within 12 months of the start of **vour** illness or injury. The expenses must be for medical, surgical or hospital charges, emergency dental treatment (for pain relief), ambulances, nursing homes and nursing.
  - (b) The extra cost of returning to **your home**, including returning you by air ambulance if this is medically necessary,
  - (c) Your extra accommodation (room only) expenses.
  - (d) Extra travel and accommodation (room only) expenses for one person who has to either stay with you or travel from the United Kingdom or your country of residence, to escort you home if you are seriously ill or injured.
  - (e) The extra cost, above that which would be paid in the **United Kingdom** or your country of residence, of funeral expenses abroad or of bringing your body or ashes home.
  - (f) If you are on a business trip and your company needs to send someone to replace you, we will pay their replacement's economy-class air fare or second-class rail fare to the point at which you were too ill to continue the business trip.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 You are not covered for claims caused directly or indirectly by the following:
  - (a) You taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if vou hold a recognised diving qualification which shows you are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity
  - (b) Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life)
  - (c) You taking part in manual work in connection with a profession, business or trade
  - (d) Your suicide or attempted suicide, or deliberately injuring yourself
  - (e) You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and vou are wearing a helmet
  - (f) You travelling against medical advice or to get medical treatment.
- 2 **You** are not covered for treatment or surgery which our medical advisers and the doctor treating **you** believe is not essential or could wait until your return home.

#### Section 2 - Medical and other expenses - up to £5 million - continued What is covered What is not covered 3 You are not covered for extra costs for a (g) Emergency dental treatment up to £300 for the immediate relief of pain only. single room or private accommodation. 4 You are not covered for any treatment you receive after you have returned home. 5 **You** are not covered for treatment or surgery whilst on **your trip** where the requirement for this was known prior to **your** travelling. 6 You are not covered for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Agreement. 7 We will not cover any claim related to you falling as a result of **you** climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, or jumping, regardless of the height (unless in an attempt to save someone's life). 8 We will not cover; (a) The effect of **your** alcohol, solvent or drug dependency or long term abuse. (b) You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction). 9 If, at the time of taking out this insurance (or booking the trip if this was later) your close relative, business associate or travel companion had a medical condition for which he or she:

 was receiving treatment at hospital (other than where they go to hospital for checkups for a stable condition, at regular

What is covered	What is not covered
	intervals which have been arranged beforehand)
	<ul> <li>was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)</li> </ul>
	<ul> <li>had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;</li> </ul>
	We will not pay for any claim you (or any insured person) make, that has anything to do with the medical condition of that close relative, business associate or travel companion.
	10 <b>We</b> will not pay the first £40 of every claim made for each of <b>you</b> unless <b>your</b> claim has been reduced because <b>you</b> have used private health insurance, or through a reciprocal health agreement.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact International Medical Rescue for **you** as soon as possible.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3 If **you** return **home** early because of an illness, injury or death of a **close relative** or **business associate**, **you** must get a doctor's certificate confirming the illness, injury or death.
- 4 **You** must not arrange to be taken **home** without **our** permission. **Our** medical advisers will consult the doctors treating **you** to decide whether it is necessary.
- 5 We may tell you to return if our medical advisers and the doctors treating you decide that you are fit to travel.
- 6 If we pay for your additional travel arrangements to return home, we will not also pay for your unused travel.

#### Section 3 – Hospital benefit - up to £500

#### What is covered

If **vou** fall ill or are injured during the **period of** insurance, you will receive £20 for each full 24 hours that you spend as an inpatient in a hospital outside the United Kingdom and your country of residence.

#### Note

Any amount you receive under this section will be on top of any amount that **you** receive under Section 2. You can use this cover to help pay for out-of-pocket expenses such as taxi fares and phone calls paid for by **you** or someone travelling with you while you are in hospital.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 You are not covered for claims caused directly or indirectly by the following.
  - (a) You taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if you hold a recognised diving qualification which shows you are competent to make the dive), flying (except as a passenger travelling in a fully-licensed passengercarrying aircraft) or any other dangerous activity
  - (b) Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life)
  - (c) You taking part in manual work in connection with a profession, business or
  - (d) Your suicide or attempted suicide, or deliberately injuring yourself
  - (e) You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and vou are wearing a helmet
  - (f) You travelling against medical advice or to get medical treatment.
- 2 **We** will not cover any claim related to **vou** falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconying, owling or lying on any part of any building, or

What is covered	What is not covered	
	jumping, regardless of the height (unless in an attempt to save someone's life).	
	3 We will not cover;	
	(a) The effect of <b>your</b> alcohol, solvent or drug dependency or long term abuse.	
	(b) You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug addiction).	

#### Section 4 - Personal accident - up to £20,000

## What is covered

If, during the **period of insurance**, **you** sustain an **accidental injury**, and lose **your sight**, lose a limb, suffer **permanent total disability** or die within 12 months, directly as a result of the accident, **you** or **your** personal representatives can claim one of the following amounts:

#### Note

For children under 16 the death benefit is limited to £1,000. For people over 64, cover is limited to (a) and (b) only.

£20,000

£20,000

- (a) For death
- (b) For loss of one or more limbs at or above the wrist or ankle,or permanent loss of all sight in one or both eyes

(c) Permanent Total Disability (Permanent Total Disability is defined as total and permanent disability which medical evidence confirms will prevent you

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 **You** are not covered for claims caused directly or indirectly by the following:
  - (a) You taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if you hold a recognised diving qualification which shows you are competent to make the dive), flying (except as a passenger travelling in a fully-licensed passengercarrying aircraft) or any other dangerous activity
  - (b) Knowingly or deliberately putting yourself at risk (unless you are trying to save someone's life)
  - You taking part in manual work in connection with a profession, business or trade

#### Section 4 - Personal accident - up to £20.000 - continued

#### What is covered What is not covered (d) **Your** suicide or attempted suicide, or undertaking paid work of any and deliberately injuring yourself. every kind for the rest of your life). £20,000 (e) You motorcycling, as either the driver or a passenger, unless the driver holds a current and valid licence which allows them to ride a motorcycle and you are wearing a helmet 2 You are not covered under this section for any claim if it was caused by medical or surgical treatment, unless it was necessary after the accident. 3 You are not covered if the accident was caused by a medical condition that existed before your trip. 4 We will not cover any claim related to you falling as a result of you climbing or moving around the outside of any building (apart from access ways), sitting, planking, balconing, owling or lying on any part of any building, or jumping, regardless of the height (unless in an attempt to save someone's life). 5 We will not cover; (a) The effect of your alcohol, solvent or drug dependency or long term abuse. (b) You being under the influence of alcohol, solvents or drugs, or doing anything as a result of using these substances (this excludes drugs prescribed by a GP, unless they are for the treatment of drug

#### Conditions

As well as the general conditions on pages 47 to 48, the following condition applies:

1 If you make a claim, you must allow our medical advisers to examine you as often as they need to. (We will pay any costs and your expenses for these examinations.)

addiction).

#### Section 5 – Personal belongings - up to £2,000

#### What is covered

If vou accidentally lose vour personal belongings, or if they are stolen or damaged, you can claim up to £2,000 to replace or repair them. (We will take an amount off for wear and tear and loss of value.) There is a limit of £500 for one item, pair or set. The overall limit for valuables, golf and sports equipment is £500.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 **You** are not covered for the following.
  - (a) Loss of, theft of or damage to your personal belongings during your outward or return journey if you do not get a written 'carrier's report', or a 'property irregularity report'. If **you** cannot report the loss, theft or damage to the carrier or handling agent straight away, you must do so in writing within seven days
  - (b) Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
  - (c) Breakage of or damage to fragile articles, audio, video or computer equipment (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage
  - (d) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - (e) Loss of, theft of or damage to food, drink or tobacco products
  - (f) Loss of, theft of or damage to contact or corneal lenses, mobile phones (including smart phones and electronic communication devices), loose precious stones, securities, deeds, documents or property held for business purposes
  - (g) Loss of, theft of or damage to valuables if you leave them in baggage which is checked in to the carrier

Section 5 - Personal belongings - up to £1,500 - continued

What is covered	What is not covered
	(h) Loss of, theft of or damage to valuables you are not carrying with you unless you have kept them in locked accommodation, a safe or a safety deposit box
	<ul><li>(i) There is no cover for <b>personal</b> <b>belongings</b> left in a vehicle overnight.</li></ul>
	2 <b>Winter sports</b> equipment is not covered under this section (see <b>winter sports</b> insurance on pages 36 to 39).
	3 <b>We</b> will not pay the first £40 of every claim made for each of <b>you</b> . If one occurrence relates to two or more members of the same family this amount will not exceed £80.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2 If **your** claim involves a pair or set, **we** will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- 3 You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

#### Section 6 - Delayed baggage - up to £100

What is covered	What is not covered
If <b>your personal belongings</b> are temporarily lost for more than 12 hours on <b>your</b> outward journey, <b>you</b> can claim up to £100 for the replacements <b>you</b> need to buy.	As well as the general conditions on pages 47 to 48, the following exclusion applies:  1 If you receive payment from someone or somewhere else, we will take this amount off your claim.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

1 As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving your property back to confirm you had to buy replacement items.

#### Section 6 - Delayed baggage - up to £100 - continued

- 2 If your personal belongings are never found and we agree to pay for permanent loss, we will take off any amount we have already paid for delayed baggage.
- 3 Original receipts must be kept for any items purchased.

#### Section 7 - Money and documents - up to £750

#### What is covered

# **We** will repay **you** if **you** lose any of the following or they are stolen:

- Bank notes
- Coins
- Traveller's cheques
- Travel tickets
- Admission tickets
- Meal vouchers
- Passports (residual value only)
- Qualification certificates

For cash there is a limit of £500 for each adult and £50 for each **child** under 16.

This cover starts from the time **you** get the money or documents or 72 hours before **you** leave **home** to go on **your trip**, whichever is later.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 You are not covered for the following:
  - (a) Loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report.
  - (b) Loss of value or shortages caused by a mistake.
  - (c) Money left in baggage which you have checked in to the carrier or which you do not keep with you, unless it is in locked accommodation, a safety deposit box or a safe.
- 2 We will not pay the first £40 of every claim made for each of you. Where one occurrence relates to two or more members of the same family this amount will not exceed £80.

#### Conditions

As well as the general conditions on pages 47 to 48, the following condition applies:

1 You must take proper care of your belongings and act as if you did not have insurance.

#### Section 8 – Loss of passport - up to £250

#### What is covered

You will be covered for all necessary extra travel and accommodation (room only) expenses incurred as a result of having to travel to obtain a replacement passport if it is lost or stolen during the **period of** insurance. This would also include the cost of the emergency replacement or temporary passport or visa obtained outside the United Kingdom or your country of residence.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusion applies:

1 You are not covered for loss or theft if you have not reported it to the police within 24 hours of discovering the loss or theft and you have not got a police report.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must take proper care of your passport and act as if you did not have this insurance.
- 2 You are not covered for any expenses arising whilst you are in the United Kingdom or your country of residence.
- 3 You are not covered for any extra travel and accommodation expenses incurred in returning home.

#### Section 9 - Personal Liability - up to £2 million

#### What is covered

If you accidentally injure someone or damage someone else's property whilst on a trip during the period of insurance, you will be covered for your legal liability:

- a) to people who do not work for you or with you and who are not your travelling companions or a close relative; and
- (b) for accidental damage to property which is not owned or being looked after by vou or a close relative.

If you are legally responsible for accidental damage to rented accommodation, we will pay up to £100,000 for a single incident.

This cover includes legal expenses which you have paid with our permission.

#### What is not covered

As well as the general conditions on pages 47 to 48. the following exclusions apply:

- 1 This section does not cover liability caused directly or indirectly by you owning or using any aircraft, motorised vehicle, boat or any form of motorised leisure equipment.
- 2 This section does not cover employer's liability or liability caused by you carrying out contracts, supplying goods and services, or doing any paid or voluntary work.
- 3 You will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
- 4 **We** will not pay the first £250 of every claim to do with rented accommodation.

#### Section 9 - Personal Liability - up to £2 million - continued

#### Conditions

As well as the general conditions on pages 47 to 48, the following condition applies:

1 You must send us any writ, summons or other legal documents as soon as you receive them. You must also give us any information and help we need to deal with the case and your claim. You must not negotiate, pay, settle, admit or deny any claim without our written agreement.

#### Section 10 - Missed departure - extra travel and accommodation expenses up to £800

What is covered	What is not covered
If one of the following takes place during the <b>period of insurance</b> , <b>you</b> will be covered for the cost of extra accommodation (room only) and travel expenses to allow <b>you</b> to carry on with <b>your trip</b> if <b>you</b> arrive at <b>your</b> international or final departure point too late to board <b>your booked scheduled transport</b> :	
1 Labour dispute or protest, civil disturbance, mechanical breakdown, bad weather, or natural disaster which interrupts your booked scheduled transport services, including booked connecting flights.	
2 An accident or breakdown involving the car taking <b>you</b> to <b>your</b> international or final departure point.	

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must do all that you can to arrive at the airport, port or station you are leaving from on time.
- 2 In the case of a labour dispute or protest, you will only be covered if the dispute is announced and begins during the period of insurance.
- 3 If you miss the departure because your car breaks down or you are involved in an accident, you must send **us** a repairer's report or police accident report.

#### Section 11 - Mugging - up to £250

#### What is covered

If during the period of insurance you are mugged and injured and you have a valid claim under Section 3 - Hospital benefit, you will receive a further £50 for each full 24 hours that you spend as an inpatient in a hospital outside the United Kingdom and your country of residence.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusion applies:

1 You are not covered if you do not report the mugging to the police and get a report from them.

#### Section 12 - Delay - up to £100 (£5,000 for cancellation)

#### What is covered

If the transport on which you are booked as a passenger for your outward or return journey is delayed or cancelled for reasons which vou (or the tour operator) cannot control, we will pay you one of the following:

- 1 Compensation of £20 for each full 12-hour period that you are delayed, up to a limit of £100. We will work out the length of the delay based on the difference between your scheduled time of arrival and vour actual arrival time at vour final destination.
- 2 Your cancellation charges (up to £5,000 and subject to a cancellation excess of £40) if, after a 12-hour delay to the departure of your outward journey from the United Kingdom or your country of residence, you decide to cancel the trip.

#### What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 1 **You** are not covered for the following:
  - (a) Any claims if you took this insurance out within four weeks of the date you are due to leave and it is public knowledge that the journey could be delayed
  - (b) Claims caused by the tour operator, or any other provider of transport and accommodation, ceasing to trade
  - (c) Amounts you can get back from someone or somewhere else if you decide to cancel the trip.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must ask the airline or transport company to confirm in writing:
  - (a) the cause of the delay or cancellation
  - (b) the period of the delay
  - (c) the scheduled time of departure and arrival; and
  - (d) the actual time of departure and arrival.

#### Section 13 - Rental Car Excess - up to £1.000

#### Additional definitions applying to this section of cover only:

- Car Club means a commercial operation in business to allow paid-up members to rent and use a vehicle that is owned by the Club on an hourly or daily basis.
- Car rental agreement means the contract provided by a car rental company in respect of the provision of a rental vehicle that is signed by you and that states the excess for which you are responsible.
- Car rental company means a commercial operation in business to rent out vehicles that is fully licensed, where applicable, by the regulatory authority of that country, state or local authority.
- Excess means the amount for which you are held responsible under the terms of the car rental agreement as a result of the physical loss of or damage to the rental vehicle, including fire, vandalism, theft and loss of use. This includes damage to windscreens and any auto glass, to the rental vehicle roof, tyres and the under body of the rental vehicle.
- Rental vehicle means any one private car hired under a contract on an hourly, daily or weekly basis from a car rental company during the period of insurance. The definition of a rental vehicle does
- (a) a **rental vehicle**; with a retail purchase price in excess of £50,000; which is over 20 years old; which has not been manufactured for 10 years or more.
- (b) motor homes, trailers, caravans, vans, trucks, non-passenger carrying vehicles, vehicles that carry more than 9 people including the driver, motorcycles, mopeds, off-road vehicles or a recreational vehicles.
- (c) privately-owned vehicles made available as part of a car-pooling, car sharing or similar arrangement.

#### What is covered

#### We will pay up to £1,000 of the Excess which you have paid under a car rental agreement in which you are a named driver.

In order to substantiate your claim you must provide **us** with the following:

- (a) Your car rental agreement
- (b) A police report if you are involved in an accident
- (c) A copy of **your** credit card statement or similar proof showing payment of the **Excess**
- (d) Written confirmation from the car rental company, as to whom the car rental company hold responsible for the damage to the rental vehicle.
- (e) The final invoice from the car rental company which confirms:

#### What is not covered

You are not covered for:

- (a) Any rental in the **United Kingdom** or **your** country of residence unless your trip includes one night's accommodation which you must pay for and which has been pre-booked.
- (b) Any Car Club usage.
- (c) Any claim in respect of the excess if a third party is responsible for the damage to the rental vehicle and, as a result, the car rental company will be or have reimbursed the excess amount to you.
- (d) Any costs greater than £50 (or currency equivalent) relating to administrative or handling fees charged by the car rental company in connection with any loss of or damage to the rental vehicle.

#### Section 13 - Rental Car Excess - up to £1,000

#### What is covered What is not covered i. The final cost of the repairs to the rental (e) Any cost relating to transaction or fixed vehicle, and fees, postal or carriage fees, fuel charges or ii. The final amount the car rental company anything of a similar nature. have charged you in respect of your excess (f) Any claim where you have not met the terms under the car rental agreement. of your car rental agreement. (g) Any claim in respect of towing costs or loss of use of the rental vehicle. (h) Any claims caused for costs vou incur in respect of flushing the engine of the incorrect fuel, additional travel expenses or vehicle recovery if you put the wrong type of fuel into the rental vehicle. (i) Any claim caused directly or indirectly from the rental vehicle being used in, or training for, racing competitions, trials, rallies or speed testing.

#### Section 14 - Catastrophe - up to £500

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What is covered	What is not covered		
If one of the following takes place during the <b>period of insurance you</b> will be covered for the cost of extra travel and accommodation expenses to allow <b>you</b> to continue with <b>your trip</b> :  1 <b>You</b> are forced to move from <b>your</b> prebooked accommodation following fire, <b>natural disaster</b> or medical epidemic.	<ul> <li>As well as the general conditions on pages 47 to 48, the following exclusions apply:</li> <li>Any cost or expense you can get back from a hotel, tour operator, airline or other service provider or local or national authority.</li> <li>Your disinclination to continue with your trip.</li> </ul>		
You are quarantined or forced to move or cut short your trip by any local or national authority.			

# Section 14 - Catastrophe - up to £500 - continued

What is covered	What is not covered
3 Natural disaster, which directly or indirectly results in the recommended cancellation or curtailment of your booked scheduled transport for your return home, following any directive issued by any recognised government or government body, providing the directive came into force after you purchased this insurance or booked the trip, whichever is later. This cover will only apply when you are unable to recover your incurred expenses through any other means.	

# Section 15 - Withdrawal of Services - up to £600

What is covered	What is not covered
If <b>you</b> suffer <b>Withdrawal of Services</b> for at least 60 hours without a break, <b>we</b> will pay <b>you</b> £15 for every 24 hours such services are not provided.	<ul> <li>As well as the general conditions on pages 47 to 48, the following exclusions apply:</li> <li>If you book your trip within four weeks of departure.</li> <li>For any strike or industrial action in existence or notice had been given of such action at the time you booked your trip.</li> <li>For any Withdrawal of Services that is not part of your pre-paid booking.</li> <li>Any claim if not supported in writing of such Withdrawal of Service by your tour operator or hotel.</li> </ul>

# **Section 16 - Winter Sports**

This cover is provided only if you are under 65.

You will automatically be covered for up to 17 days' winter sports cover in any 12 month period.

You will be covered under all sections for all winter sports except for:

- ski racing in major events
- ski jumping
- ice hockey; and
- using bobsleighs and skeletons.

You are not covered for winter sports equipment under section 5 (Personal belongings) of this travel policy. Please see below for details of cover for winter sports equipment.

Ski-lift passes are included in the cover provided by Section 7 (Money and documents) of this travel policy. The following extra cover is also included in winter sports.

# Section 16A: Winter sports equipment – up to £500 Section 16B: Winter sports equipment hire – up to £150

# What is covered

#### 16A:

You will be covered for the replacement cost (after allowing for wear, tear and loss of value) of replacing your snowboard or skis (including bindings), boots and poles if they are lost, stolen or damaged. The total limit for hired equipment which is lost, stolen or damaged is £100.

#### 16B:

If your own equipment is lost, stolen or damaged, you will be covered for the cost of hiring a snowboard or skis (including bindings), boots and poles up to £10 a day.

# What is not covered (16A & 16B)

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 **You** are not covered for the following.
  - (a) Loss of, theft of or damage to your personal belongings during your outward or return journey if you do not get a written 'carriers report', or a 'property irregularity report'. If you cannot report the loss, theft or damage to the carrier or handling agent straight away, you must do so in writing within seven days
  - (b) Loss or theft of your personal belongings at any other time if you do not report the loss or theft to the police within 24 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, theft of or damage to property left in a vehicle overnight.

Section 16A: Winter sports equipment - up to £500 - continued Section 16B: Winter sports equipment hire - up to £150 - continued

What is covered	What is not covered
	<ol> <li>If you receive payment from someone or somewhere else, we will take this amount off your claim.</li> <li>You are not covered for more than £250 for any one snowboard, or pair of skis, boots or poles.</li> <li>We will not pay the first £40 of every claim made for each of you. This does not apply to claims for temporary loss or hire of winter sports equipment under Section 15B.</li> </ol>

#### Conditions for Sections 16A & 16B

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 You must take proper care of your belongings and act as if you did not have this insurance policy.
- 2 The following condition applies to claims for delayed baggage. As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, you must also write to them within 21 days of receiving **your** property back to confirm **you** had to buy replacement items.
- 3 You must keep any damaged property so that we can inspect it. When we make a payment for that property, it will then belong to us.

# Section 16C: Ski pack (lessons, hire and lift pass) - up to £400

# What is covered What is not covered If **vou** fall ill or are injured during the **period of** As well as the general conditions on pages 47 to insurance, you will be covered for the costs of 48, the following exclusion applies: the part of the ski pack which you cannot use. 1 You are not covered for claims caused directly or indirectly by vou taking part in mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if vou hold a recognised diving qualification which shows you are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity.

## What is covered

This cover is only available for holidays starting after 10 December and ending before 30 April. If the weather prevents **you** from skiing at the resort **you** are booked into, **you** will be covered for transport costs to take **you** to a different resort and for the cost of a lift pass there. If it is not possible to arrange transport to a different resort, **you** will receive £30 for each whole day's skiing **you** have lost.

# What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 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 take out this insurance within 14 days of going on the trip, unless you booked the trip at the same time.

#### Conditions

As well as the general conditions on pages 47 to 48, the following conditions apply:

- 1 Cover will only apply for as long as there are poor snow conditions at **your** resort.
- 2 You must get written confirmation from the appropriate authority to confirm that the piste was closed or that it was not possible to travel to another resort.

# Section 16E: Avalanche closure – up to £500

## What is covered

If your arrival at, or departure from, your resort is delayed due to an avalanche or a landslide, you will be covered for extra travel and accommodation expenses. We will pay up to £25 for each full 24 hours that you are delayed.

## What is not covered

As well as the general conditions on pages 47 to 48, the following exclusions apply:

- 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 17 - Overseas legal expenses and assistance - up to £25,000

#### Introduction

This is **Your** overseas legal expenses insurance cover. This document contains details of cover. conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

In return for having accepted **Your** premium We will in the event of **Bodily Injury** or death, happening within the **Period of Insurance** provide insurance in accordance with the cover detailed below.

The information You have supplied forms part of the contract of insurance with Us.

# United Kingdom or the European Economic Area (EEA) residents

This cover is only available to **You** if **You** are permanently resident in the United Kingdom or the **EEA**.

#### The Law applicable to this contract

You and We are free to choose the law applicable to this contract. This insurance will be governed by the law of England and Wales unless You and We have agreed otherwise.

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### **Prospects of Success**

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of Your claim and the prospects of its success will be carried out by an independent agent. If the agent determines that there is not more than a 50% chance of success then We may decline or discontinue support for **Your** case.

#### **Proportional Costs**

An estimate of the costs to deal with **Your** claim. must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of Your case and will be carried out by the independent agent. If the estimate exceeds the amount in dispute then We may decline or discontinue support for Your case.

## **Duty of Disclosure**

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, You must take reasonable care to disclose correct information. The extent of the information You are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions You are asked when You took out this insurance.

#### Suspension of Cover

If You breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

#### **Definitions**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance document. For ease of reading the definitions are highlighted by

#### Section 17 - Overseas legal expenses and assistance - up to £25,000 - continued

the use of bold print and will start with a capital letter.

#### You/Your/Insured Person

means each person travelling on a Trip whose name appears in the policy schedule to which this insurance cover attaches.

#### We/Us/Our

means Arc Legal Assistance Ltd acting on behalf of the Insurer AmTrust Europe Limited.

#### **Bodily Injury**

means an identifiable physical injury sustained by You caused by sudden, unexpected, external and visible means.

#### Home

means **Your** normal place of residence in the United Kingdom or the EEA.

#### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

#### Period of Insurance

The period defined in the schedule for the policy to which this cover attaches. During this period any **Trip** not exceeding 31 days is covered. The insurance commences when You leave Your Home or in respect of a business trip Your place of business in the **United Kingdom** or the **EEA** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to Your Home or place of business in the United **Kingdom** or the **EEA** (whichever is the earlier) on completion of the Trip.

The **Period of Insurance** is automatically extended for the period of the delay in the event that Your return to the United Kingdom or the **EEA** is unavoidably delayed due to an event insured by this cover.

#### **Terrorism**

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

#### Trip

means any holiday, business or pleasure or journey made by **You** which begins and ends in the **United Kingdom** or the **EEA** during the Period of Insurance but excluding one way trips or journeys. Any **Trip** over 31 days is not insured. Each **Trip** under annual multi **Trip** cover is deemed to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions contained in this document.

# United Kingdom or the European Economic Area (EEA)

means England, Scotland, Wales, Northern Ireland, Isle of Man, Channel Island, Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

#### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Section 17 - Overseas legal expenses and assistance - up to £25,000 - continued

# What is covered

# **We** will pay up to £25,000 for legal costs to pursue a civil action for compensation against someone else who causes **You Bodily Injury**, illness or death.

Where there are two or more **Insured Persons** insured by this cover, then the maximum amount payable by **Us** for all such claims shall not exceed £50,000.

If the legal action is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the agent must enter into a Conditional Fee Agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the legal action in full or in part. If the damages **You** are claiming are below the small claims track limit the agents costs will not be covered but **You** can access the Legal Helpline for advice on how to take **Your** case further.

#### Special conditions relating to claims

- 1 We shall have complete control over the legal case through agents they nominate, by appointing agents of their choice on Your behalf with the expertise to pursue Your claim.
- 2 You must follow Our agent's advice and provide any information and assistance required within a reasonable timescale.
- 3 You must advise Us of any offers of settlement made by the negligent third party and You must not accept any such offer without Our consent.

## What is not covered

#### We shall not be liable for:

- Any claim where in **Our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
- 2 Legal costs and expenses incurred in pursuit of any claim against **Us**, the underwriters, the providers of the insurance to which this cover attaches, someone **You** were travelling with, a person related to **You**, or another **Insured Person**.
- 3 Legal costs and expenses incurred prior to **Our** written acceptance of the case.
- 4 Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- 5 Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- 6 Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional 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 the estimated amount of compensation payment is less than £1,000 for each **Insured Person**.
- 9 Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 10 Costs of any Appeal.

Section 17 - Overseas legal expenses and assistance - up to £25,000 - continued

# What is covered

- 4 We will decide the point at which Your legal case cannot usefully be pursued further. After that no further claims can be made against Us.
- 5 **We** may include a claim for **Our** legal costs and other related expenses.
- 6 We may, at Our own expense, take proceedings in Your name to recover compensation from any third party in respect of any indemnity paid under this insurance. You must give such assistance as We shall reasonably require and any amount recovered shall belong to Us.

#### 7 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- Being able to achieve an outcome which best serves **Your** interests

#### 8 Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

# What is not covered

- 11 Claims by **You** other than in **Your** private capacity.
- 12 Anything mentioned in the general exclusions of the policy to which this cover attaches.

Section 17 - Overseas legal expenses and assistance - up to £25,000 - continued

# What is covered What is not covered 9 Disclosure If **You** fail to disclose relevant information or You disclose false information in relation to this policy. We, or the broker, may: a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known d) Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known. 10 Fraud In the event of fraud. We: a) Will not be liable to pay the fraudulent claim b) May recover any sums paid to You in respect of the fraudulent claim c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us d) Will no longer be liable to You in any regard after the fraudulent act. 11 Change in law Cover under this policy is based on laws and

regulations in force at the time that it was

Section 17 - Overseas legal expenses and assistance - up to £25,000 - continued

# What is covered What is not covered written. If We believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened. **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

#### Claims

As soon as **You** are aware of a situation that **You** may require assistance with under this insurance You should telephone the overseas legal expenses claims line on **0344 770 1053** 

## **Disputes**

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Claims' above), any dispute between You and Us may, where We both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

# Compensation

We 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 or by phone on 0800 678 1100 or 020 7741 4100

#### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

# General conditions that apply to all sections

- 1 a) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct (see Health Questions on pages 4 and 5). **You** must tell **us** of any changes to the Answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** Answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.
  - b) If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative**, **business associate** or travel companion had a medical condition for which he or she:
    - was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
    - had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;
      - **We** will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **close relative**, **business associate** or travel companion.
- 2 You will not be covered for the following:
  - (a) Any claims arising from routine treatment or care which could reasonably be expected to arise during **your period of insurance**.

- (b) Any claim related to an incident that you were aware of at the time you took out this insurance and which could lead to a claim.
- (c) Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to you.
- (d) **You** travelling contrary to the regulations of **your** transport provider.
- (e) Indirect losses, which result from the incident that caused you to claim. For example replacing locks if you lose your keys.
- (f) If you receive payment from someone or somewhere else, we will take this off your claim. This does not apply to Section 4 -Personal accident.
- (g) Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to.
- (h) Any claim caused directly or indirectly by the following:
  - i) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an nuclear device or nuclear equipment;
  - ii) Your property being held, taken, destroyed or damaged under the order of any government or other authority;
  - iii) Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound;
  - iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 2 – Medical and other

- expenses. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance.):
- v) Acts of terrorism (This does not apply to Section 2 - Medical and other expenses. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance):
- vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent;
- vii) You taking part in any dangerous or hazardous activity unless it is specified in the policy or we have expressly agreed to provide cover.
- viii) Leaving your valuables or money and documents unattended.
- (i) Additional expenses e.g. telephone calls, taxi fares, meals and refreshments or loss of earnings.
- 3 You must follow any relevant suggestions or recommendations made by any government or other authority before and during the period of insurance.
- 4 You must do all that you can to keep your claims as low as possible and to prevent theft, loss and damage.
- 5 If we pay any expenses which you are not covered for, you must pay these back within a month of the end of the **period of insurance**.
- 6 If **you**, or anyone acting for **you**, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.

- 7 We may take action in your name to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to
- 8 If we have to pay any amounts under the law of another country and we would not usually have to pay these amounts under the policy, you must repay the amounts to us.
- 9 All the sums insured and limits set out in this policy include VAT.
- 10 This contract of insurance will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction) (excludes Section 16).
- 11 The premium for this insurance includes insurance premium tax where necessary.
- 12 If we pay a claim because your trip is cancelled, we will not pay a claim under any other section of the policy for the same trip.
- 13 If **we** agree to a claim for medical expenses which has been reduced because you have used private health insurance, or through a reciprocal health agreement.
- 14 Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

Signed for the insurers

Andv Watson CEO. Ageas Insurance Limited

# Voicing your concerns

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Advisor 15 East Link Tollgate Chandlers Ford Eastleigh SO53 3TG

**We** will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response.
   We will also let you know who is dealing with the matter.

**We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

We will review your complaint and do our best to address your concerns. If the matter is not resolved to your satisfaction you can write to the Financial Ombudsman Service and further information about this can be found below.

If **you** feel **you** have any cause for complaint regarding the sales literature, the way in which **your** policy was sold to **you**, medical screening or regarding the information and advice about **your** policy, please contact:

The Managing Director George Burrows St Marks Court Chart Way Horsham West Sussex RH12 1RZ

Tel: 01403 327719

Please quote the scheme reference number and scheme name shown on the front cover to help **your** enquiry to be dealt with speedily. They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found below.

If **your** complaint is concerning section 16 - Overseas legal expenses and assistance, please contact:

Arc Legal Assistance Limited PO Box 8921 Colchester Essex

CO4 5NE

Tel: 01206 615000

Alternatively, **you** can email them at customerservice@arclegal.co.uk

They will review **your** complaint and do their best to address **your** concerns. If the matter is not resolved to **your** satisfaction **you** can write to the Financial Ombudsman Service and further information about this can be found below.

#### Contact the Financial Ombudsman Service

If the appropriate party above cannot resolve your complaint, vou may refer vour complaint to the Financial Ombudsman Service. You can ask the Financial Ombudsman Service to review your complaint if for any reason vou are still dissatisfied with the final response, or if the appropriate party has not issued their final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

Financial Ombudsman Service **Exchange Tower** London F14 9SR

You can get more information from the Financial Ombudsman Service at www.financial-ombudsman.co.uk or call 0800 023 4567.

Using this complaints procedure will not affect your legal rights.

# **Financial Services Compensation** Scheme

**We** are covered by the Financial Services compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100.

#### Insurers

The insurers for sections 1 to 15 are Ageas Insurance Limited. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Section 16 Overseas Legal Expenses and Assistance is insured by AmTrust Europe Limited. please refer to Section 16 for details.

# **Data Protection Notice**

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store **your** information. For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your agent will have their own uses for your personal data. Please ask your agent if you would like more information about how they use your personal information.

# Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offenses, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as detail regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

# Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you.

Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide vou with insurance.

We will also use vour information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have thier permission to do so.

# Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

# Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

# Use and storage of your information Overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **vour** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

# Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission **vou** have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete **your** information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.

# Notes

# Notes

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Underwritten by:

# **Ageas Insurance Limited**

# Registered office address

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039



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