

# TRAVEL INSURANCE

## POLICY WORDING



# Useful Information

## Claims Notification

To make a claim please call 01473 921 256.

For medical assistance and repatriation claims please call +44 (0) 147 335 1758.

## Making yourself heard

Any complaint you may have should in the first instance be addressed to the relevant helpline as outlined within the policy wording. If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)) or call them on 0207 741 4100.

## Cancellation Period

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the policy documents, you may do so by contacting us on 0333 003 0021 for a full refund providing you have not travelled and no claim has been made. If you cancel after the first 14 days of receipt of the documents, no premium refund will be made.

Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travellers regardless of age or medical history. We aim to help all travellers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise **You** keep Your Policy documents in a safe place in case **You** need assistance or need to make a claim. Your documents can also be accessed securely via [www.justtravelcover.com](http://www.justtravelcover.com) online portal 24 hours per day.

If you have any questions or queries, please do not hesitate to contact us on any of the numbers below:

### Before you travel:

Customer Service:	<b>0333 003 0021</b>
Sales:	<b>0800 294 2969</b>
Email:	<b><a href="mailto:admin@justtravelcover.com">admin@justtravelcover.com</a></b>

### While you are away:

For medical assistance and repatriation claims please call: Provided by CEGA.	<b>+44 (0) 147 335 1758</b>
--	-----------------------------

### When you return:

To make a claim please call:	<b>01473 921 256</b>
------------------------------	----------------------

Please note: This is a travel insurance policy and not private medical insurance and does not provide cover for procedures that can be carried out in your Home Country after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

<b>CONTENTS</b>		
<b>Important Information:</b>		<b>Page Number:</b>
●	Contents	2
●	Table of cover and limits	4
●	Introduction	6
●	Definitions	7 - 9
●	General conditions applicable to the whole policy	9
●	Claims conditions	9- 10
●	Important conditions relating to health	10
●	What is not covered - applicable to all sections of the policy	10 - 11
●	Sports and activities covered	11 - 12
●	How to contact us in an emergency	13
●	Reciprocal health agreements	13 - 14
●	Making a complaint	33
<b>Sections of Cover:</b>		<b>Page Number:</b>
●	Section A Cancellation	14 - 15
●	Section B Curtailment	15 – 16
●	Section C Emergency Medical and other expenses	16 – 17
●	Section D Hospital Benefit	18
●	Section E Personal Accident	18 - 19
●	Section F Baggage	19 - 20
●	Section G Personal money, passport and documents	20 - 21
●	Section H Personal Liability	21
●	Section I Delayed Departure	21 – 22
●	Section J Missed Departure	22 – 23
●	Section K Legal expenses and assistance	23 - 24
●	Section L Extended kennel and/or cattery fees	24
●	Section M Ski equipment	24 – 25
●	Section N Ski equipment hire	25 - 26
●	Section O Ski pack	26
●	Section P Piste closure	26
●	Section Q Avalanche or landslide cover	27
●	Section R Business Equipment	27 - 28
●	Section S Travel Disruption Cover	28 - 31
●	Section T Golf Cover	31 – 32
●	Section U End Supplier Failure Insurance	34
●	Section V Travel Dispute	35 - 39

#### TYPE OF INSURANCE AND COVER

Travel insurance for single or annual multi **trips** – *Please refer to **your** policy schedule for **your** selected cover.*

Various optional covers may also be included – ***your** policy schedule will show if **you** selected these options.*

#### CONDITIONS

- It is essential that **you** refer to the important conditions relating to health in the policy wording, as failure to comply with these conditions may jeopardise **your** claim or cover.
- If **you** are travelling to Australia and **you** require medical treatment **you** must enrol with a local Medicare office.

Special conditions apply to each section of **your** policy - *Please refer to the policy wording for full details.*

TABLE OF COVER AND LIMITS

Section		BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
<b>A</b>	<b>Cancellation</b>	£1,000	£150	£2,500	£100	£5,000	£50
<b>B</b>	<b>Curtailement</b>	£1,000	£150	£2,500	£100	£5,000	£50
<b>C</b>	<b>Emergency Medical</b>	£5,000,000	£150	£10,000,000	£100	£15,000,000	£50
	<b>Emergency Dental</b>	£300		£400		£500	
	<b>Funeral Expenses</b>	£3,000		£3,000		£3,000	
<b>D</b>	<b>Hospital Benefit</b>	£300 (£15 per day)	Nil	£500 (£25 per day)	Nil	£700 (£35 per day)	Nil
<b>E</b>	<b>Personal Accident</b>	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Permanent Total Disablement (aged 0 – 15)	No Cover	Nil	No Cover	Nil	No Cover	Nil
	Permanent Total Disablement (aged 16 – 64)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Permanent Total Disablement (aged 65+)	No Cover		No Cover		No Cover	
	Loss of Limb/Sight (aged 0-15)	No Cover	Nil	No Cover	Nil	No Cover	Nil
	Loss of Limb/Sight (aged 16-64)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Loss of Limb/Sight (aged 65+)	No Cover		No Cover		No Cover	
	Death (aged 0-15)	£1,000	Nil	£1,000	Nil	£1,000	Nil
	Death (aged 16-64)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Death (aged 65+)	£1,000	Nil	£1,000	Nil	£1,000	Nil
<b>F</b>	<b>Baggage</b>	£1,000	£150	£1,500	£100	£2,000	£50
	Single Item Limit	£175		£250		£350	
	Valuables Limit	£200		£300		£500	
	<b>Delayed Baggage</b>	£200		£300		£400	
<b>G</b>	<b>Personal Money</b>	£200	£150	£300	£100	£500	£50
	<b>Cash Limit</b>	£100		£150		£250	
	<b>Cash Limit if under 16</b>	£50		£50		£100	
	<b>Loss of Passport</b>	£200	£150	£200	£100	£300	£50
<b>H</b>	<b>Personal Liability</b>	£1,000,000	£150	£1,500,000	£100	£2,000,000	£50
<b>I</b>	<b>Delayed Departure</b>	£200 (£20 for each 12 hours)	Nil	£200 (£20 for each 12 hours)	Nil	£300 (£30 for each 12 hours)	Nil
	<b>Abandonment</b>	£1,000	£150	£2,500	£100	£5,000	£50
<b>J</b>	<b>Missed Departure</b>	£250	£150	£500	£100	£750	£50
<b>K</b>	<b>Legal Expenses and assistance</b>	£5,000	£150	£10,000	£100	£25,000	£50
<b>L</b>	<b>Extended Kennel and/or cattery fees</b>	£250	Nil	£250	Nil	£250	Nil
<b>S</b>	<b>Travel Disruption Cover</b>						
	<b>Before reaching destination:</b>						
	Delayed Departure – Abandonment	No Cover		No Cover		£5,000	£50
	Additional Expenses to reach destination	No Cover		No Cover		£5,000	£50
	Delayed Departure	No Cover		No Cover		£300 (£30 for each 12 hours)	Nil
	Abandonment of Trip	No Cover		No Cover		£5,000	£50
	Missed Departure Expenses	No Cover		No Cover		£750	£50
	<b>While at destination:</b>						
	Alternative Accommodation/Abandonment	No Cover		No Cover		£5,000	£50
	<b>On the way home:</b>						
	Additional expenses to return home	No Cover		No Cover		£5,000	£50
	Delayed Departure	No Cover		No Cover		£300 (£30 for each 12 hours)	Nil
	Missed Departure Expenses	No Cover		No Cover		£750	£50

The following additional cover options are available only where the appropriate additional premium has been paid:

<b>M</b>	<b>Winter Sports:</b>						
	<b>Ski Equipment – owned</b>	£500	£150	£500	£100	£500	£50
	<b>Single Item Limit</b>	£500		£500		£500	
<b>N</b>	<b>Ski Equipment – hired</b>	£250	£150	£250	£100	£250	£50
	<b>Ski Hire</b>	£250 (£25 per day)	Nil	£250 (£25 per day)	Nil	£250 (£25 per day)	Nil
<b>O</b>	<b>Ski Pack</b>	£500	Nil	£500	Nil	£500	Nil
<b>P</b>	<b>Piste Closure</b>	£300 (£30 per day)	Nil	£300 (£30 per day)	Nil	£300 (£30 per day)	Nil
<b>Q</b>	<b>Avalanche Cover</b>	£300	Nil	£300	Nil	£300	Nil
<b>R</b>	<b>Business Equipment</b>	£750	£150	£750	£100	£750	£50
	Single item limit	£150		£250		£350	
<b>T</b>	<b>Golf Equipment</b>	£1,000	£150	£1,000	£100	£1,000	£50
	Golf Equipment Hire	£200 (£25 per day)	£150	£200 (£25 per day)	£100	£200 (£25 per day)	£50
	Green Fees	£300 (£75 per day)	£150	£300 (£75 per day)	£100	£300 (£75 per day)	£50
<b>U</b>	<b>End Supplier Failure</b>	£1,500	Nil	£1,500	Nil	£1,500	Nil
<b>V</b>	<b>Travel Dispute</b>	£25,000	£35	£25,000	£35	£25,000	£35

#### **DURATION**

If annual multi **trip** cover is selected this policy lasts for a period of 12 months, after which it automatically expires. If single **trip** cover is selected – Please refer to **your** policy schedule for **your** selected cover.

#### **CANCELLATION PERIOD**

**You** are free to cancel this policy at any time. If **you** wish to cancel within 14 days of receipt of the policy documents, **you** may do so by writing to **us** for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made. See General conditions applicable to the whole policy in the policy wording for full details.

#### **CLAIM NOTIFICATION**

To make a claim contact 01473 921 256 (except for Legal expenses where **you** should contact 0203 435 9745).

#### **MAKING A COMPLAINT**

**If your complaint relates to a claim on your policy, you should contact the department dealing with your claim.**

**If your complaint relates to your policy, please contact 0333 0030021 or email [admin@justtravelcover.com](mailto:admin@justtravelcover.com)**

If the complaint is still not resolved, **you** can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman Service will not affect **your** right to take legal action.

Full details of addresses and contact numbers can be found within the Making a complaint section of the policy wording.

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

---

## INTRODUCTION

This is your travel insurance policy. It contains details of what is covered, conditions and what is not covered, for each insured person and is the basis on which all claims will be settled. It is validated by the issue of the policy schedule which we recommend be attached to the policy.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy as referred to in **your** policy schedule.

The policy schedule and any endorsements are all part of the policy. **Your** policy is evidence of the contract of insurance.

### United Kingdom residents

This policy is only available to **you** if **you** are permanently resident in the **United Kingdom** and registered with a **medical practitioner** in the **United Kingdom**.

### The law applicable to this policy

**You** and **we** can choose the law which applies to this policy. **We** propose that the law of England and Wales applies. Unless **we** and **you** agree otherwise the law of England and Wales will apply to this policy.

### AGE ELIGIBILITY

#### Annual multi trip

**Europe** - This policy is available to anyone up to the age of 79 if Bronze, Silver or Gold annual multi **trip** cover is selected.

**Worldwide** - This policy is available to anyone up to the age of 70 if Bronze, Silver or Gold annual multi **trip** cover is selected.

If **you** are aged under 18 **you** are only insured when travelling with one or both of the insured adults (or accompanied by another responsible adult).

If **you** reach any of the ages mentioned above during the **period of insurance**, cover will continue until the next renewal date but not after that.

#### Single trip

If single **trip** cover is selected, this policy is not available to anyone aged 80 or over.

### Policy excess

Under most sections of the policy, claims will be subject to an excess. This means that **you** will be responsible for paying the first part of each and every claim per incident claimed for, under each section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.

### Helplines

Please carry this policy with **you** in case of an emergency.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

### Policy information or advice

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, telephone **our** customer helpline on 0333 003021

### AXA Insurance

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk)

### Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy

### Fraud prevention

To keep premiums low **we** do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime **we** may:

1. Share information about **you** with other organisations and public bodies including the police.
  2. Share information about **you** within the AXA Group and with other insurers.
  3. Pass **your** details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where **your** details may be checked and updated.
  4. Check **your** details with fraud prevention agencies and databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** may record this with fraud prevention agencies.
  5. Search records held by fraud prevention and credit agencies to:
    - a) Help make decisions about credit services for **you** and members of **your** household.
    - b) Help make decisions on insurance policies and claims for **you** and members of **your** household.
    - c) Trace debtors, recover debt, prevent fraud and to manage **your** insurance policies.
    - d) Check **your** identity to prevent money laundering.
  6. Undertake credit searches and additional fraud searches.
-



## DEFINITIONS

These definitions apply throughout **your** policy booklet. Where **we** explain what a word means that word will appear highlighted in bold print and have the same meaning wherever it is used in the policy. **We** have listed the definitions alphabetically.

### Baggage

means luggage, clothing, personal effects and other articles (but excluding **valuables, business equipment, ski equipment, golf equipment, personal money** and documents of any kind) which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any trip.

### Bodily injury

means an identifiable physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

### Business equipment

means items used by **you** and which belong to **you** in support of **your** business activity including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators.

### Business trip

means, a **trip** taken wholly, or in part for business purposes but excluding manual work.

### Close business associate

means any person whose absence from business for one or more complete days at the same time as **your** absence prevents the proper continuation of that business.

### Close relative

means 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, domestic partner or fiancé/fiancée.

### Curtailment /Curtail/Curtailed

means either:

- a) **you** abandoning or cutting short the **trip** after **you** leave **your home** (or for a **business trip your** place of business) by direct early return to **your home** or place of business, in which case claims will be calculated from the day **you** returned to **your home** or place of business (whichever is the earlier) and based on the number of complete days of **your trip you** have not used, or
- b) **you** attending a hospital outside **your home area** as an in-patient or being confined to **your** accommodation abroad due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **you** were admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation.

**Curtailment** claims under paragraph b) will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any travel and accommodation costs and expenses (including excursions up to £250) they have incurred, but not used by remaining with **you**.

### Family cover

means up to two adults and any number of their children, step children or foster children aged under 18 accompanying the parents or legal guardian insured on the same policy travelling on any **trip** to the same destination. The children are only insured when travelling with one or both of the insured adults, (or accompanied by another responsible adult) but under annual multi **trip** cover either adult is also insured to travel on their own.

### Geographical area

#### Europe

means the continent of **Europe** west of the Ural mountains, islands in the Mediterranean (excluding Tunisian islands), Madeira, the Canary Islands, the Azores, Iceland and Turkey.

#### Golf equipment

means golf clubs, golf balls, golf bag, golf trolley and golf shoes.

#### Home

means **your** normal place of residence in the **United Kingdom**.

#### Home area

For residents of the **United Kingdom** excluding Channel Islands and the Isle of Man, **your home area** means the **United Kingdom** excluding Channel Islands and the Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.

#### Insured person

See definition of **You/Your/Yourself/Insured person**.

#### Medical condition

means any disease, illness or injury.

#### Medical practitioner

means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

#### Package

means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a) transport
- b) accommodation
- c) other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the **package**

as more fully described under The **Package** Travel, **Package** Holidays and **Package** Tour Regulations 1992.

### **Period of insurance**

means if annual multi **trip** cover is selected: the period of 12 months for which **we** have accepted the premium as stated in the policy schedule. Maximum **trip** limits must not exceed the maximum **trip** limits of 31 days if Bronze or Silver is selected and 45 days if Gold is selected. This is limited to 17 days in total in each **period of insurance** for winter sports (provided **you** have paid the appropriate winter sports premium to include this cover).

Under these policies Section A - Cancellation cover (unless shown as excluded in the policy schedule) will be operative from the date stated in the policy schedule or the time of booking any **trip** (whichever is the later date) and terminates on commencement of any **trip**.

means if single **trip** cover is selected: the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the policy schedule. Under these policies Section A - Cancellation cover will be operative from the time **you** pay the premium.

For all other sections of the policy including Section B – **Curtailement** cover, whichever cover is selected, the insurance starts when **you** leave **your home** or for a **business trip your** place of business (whichever is the later) to start the **trip** and ends at the time of **your** return to **your home** or place of business (whichever is the earlier) on completion of the **trip**.

However any **trip** that had already begun when **you** purchased this insurance will not be covered, except where this policy replaces or **you** renew an existing annual multi **trip** policy which fell due for renewal during the **trip**.

The **period of insurance** is automatically extended for the period of the delay in the event that **your** return to **your home area** is unavoidably delayed due to an event insured by this policy.

### **Personal money**

means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

### **Pre-paid charges**

means charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, (where cover under Section V – Golf cover is operative) green fees and (where the appropriate winter sports premium has been paid) ski school fees, lift passes and hired **ski equipment**

### **Public transport**

means any publicly licensed aircraft, sea vessel, train, coach or bus on which **you** are booked or had planned to travel.

### **Secure baggage area**

means any of the following, as and where appropriate:

- a) The locked dashboard, boot or luggage compartment of a motor vehicle
- b) The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- c) The fixed storage units of a locked motorised or towed caravan
- d) A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

### **Single parent cover**

means one adult and any number of his or her children, step children or foster children aged under 18 accompanying the parent insured on the same policy, travelling on any **trip** to the same destination. The children are only insured when travelling with the insured adult, (or accompanied by another responsible adult) but under annual multi **trip** cover the adult is also insured to travel on their own.

### **Ski equipment**

means skis (including bindings), ski boots, ski poles and snowboards.

### **Terrorism**

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or 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 **trip** or journey made by **you** within the area of travel shown in the policy schedule which begins and ends in **your home area** or place of business during the **period of insurance**, but excluding one way **trips** or journeys

However any **trip** that had already begun when **you** purchased this insurance will not be covered, except where this policy replaces or **you** renew an existing annual multi **trip** policy which fell due for renewal during the **trip**.

If annual multi **trip** cover is selected any **trip** not exceeding 31 days for Bronze and Silver and 45 days for Gold is covered, but limited to 17 days in total in each **period of insurance** for winter sports (provided **you** have paid the appropriate winter sports premium to include this cover). If any **trip** exceeds the maximum days covered (or 17 days in the case of winter sports) there is no cover under this policy for any additional days over the maximum **trip** limits stated (for Bronze 31 days, Silver 31 days and Gold 45 days) period (or 17 day period in respect of winter sports **trips**), unless **you** have contacted **us** and **we** have agreed in writing to provide cover.

In addition, any **trip** solely within **your home area** is only covered where **you** have pre - booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each **trip** under annual multi **trip** cover is considered to be a separate insurance, with the terms, definitions, What is not covered and conditions contained in this policy applying to each **trip**. Where **we** have agreed to cover **your medical condition**, this applies to each **trip** during the **period of insurance**.

### **Unattended**

means when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

### **United Kingdom**

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

### **Valuables**

means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment and other electronic entertainment devices (including but not limited to mobile phones, MP3 or 4 players, tablets, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

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

**For all sections other than Section U – End Supplier Failure Insurance and Section V – Travel Dispute;**

means AXA Insurance UK plc. Registered in England No. 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD.

End Supplier Failure will be provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR.

Travel Dispute will be provided by Legal Insurance Management Ltd, 1 Hagley Court, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

#### **You/Your/Yourself/Insured person**

means each person travelling on a **trip** whose name appears in the policy schedule.

---

### **GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY**

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may cancel the policy as detailed under this section or refuse to deal with any relevant claims or reduce the amount of any relevant claim payments.

#### **1. Dual insurance**

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section E – Personal accident).

#### **2. Reasonable precautions**

At all times **you** must take all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard **your** property from loss or damage and to recover property lost or stolen.

#### **3. Cancellation**

##### **Statutory cancellation rights**

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) and for annual policies the renewal date (the cancellation period) by writing to the address below during the cancellation period. Any premium already paid will be refunded to **you** providing **you** have not travelled, no claim has been made or is intended to be made.

If **you** have already travelled, a claim has been made under this policy or is intended to be made there will be no refund of premium.

Just Travel Insurance

Victoria House  
Toward Road  
Sunderland  
SR1 2QF

##### **Cancellation outside the statutory period**

**You** may cancel this policy at any time after the cancellation period by writing to the address above/shown in **your** policy schedule. If **you** cancel after the cancellation period no premium refund will be made.

**We** reserve the right to cancel the policy by providing 21 days' notice by registered post to **your** last known address on the following grounds:

- a) If **you** make a fraudulent claim as set out in paragraph 4. Fraudulent claims below.
  - b) If **you** are or have been engaged in criminal or unlawful activities.
  - c) If any policy in **your** name is added to the Insurance Fraud Register.
- In each case no refund of premium will be made.

#### **4. Fraudulent Claims**

Throughout **your** dealings with **us** **we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

- a) knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief; or
- b) knowingly makes a fraudulent or exaggerated claim under **your** policy; or
- c) knowingly makes a false statement in support of a claim; or
- d) submits a knowingly false or forged document in support of a claim; or
- e) makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then

- a) **we** may prosecute fraudulent claimants;
- b) **we** may make the policy void from the date of the fraudulent act;
- c) **we** will not pay any fraudulent claims;
- d) **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
- e) **we** may inform the Police of the circumstances

#### **5. Sanctions**

**We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us to:

Any sanctions, prohibitions or restrictions under United Nations resolutions; or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

---

### **CLAIMS CONDITIONS**

**You** must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply **we** may refuse to deal with any relevant claims or reduce the amount of any relevant claim payment. **You must contact us by phone if you want to make a claim using the relevant number given below, depending on the type of claim:**

**Claims All claims except Legal expenses 01473 921 256**

**Legal expenses only 0203 435 9745**

**For medical assistance and/or repatriation claims +44 (0)147 335 1758**

The claim notification must be made within 31 days or as soon as possible after that following any **bodily injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this policy.

**You** must also tell **us** if **you** are aware of any court claim form, summons or impending prosecution. Every communication relating to a claim must be sent to **us** as soon as possible. **You** or anyone acting on **your** behalf must not negotiate, admit or refuse any claim without **our** permission in writing and cooperate fully with **us** in **our** investigations into the circumstance of **your** claim.

Each section of this policy contains Special conditions relating to claims. **You** should refer to the particular section under which **you** are claiming for further details of what **you** must do following the incident or event which has caused the claim.

**You** or **your** legal representatives must supply at **your** own expense, all information relevant to the claim detailed under Claims evidence at the end of each section. **You** should refer to the particular section under which **you** are claiming for further details of the evidence that **we** need to deal with **your** claim.

**We** reserve the right to require **you** to undergo an independent medical examination at **our** expense.

**We** may also request and will pay for a post mortem examination.

**You** must retain any property which is damaged, and if requested, send it to **us** at **your** own expense. If **we** pay a claim for the full value of the property and it is then recovered it will then become **our** property.

**We** may refuse to reimburse **you** for any property which **you** cannot provide proof of ownership such as an original receipt, a valuation, original user manual or bank or credit card statements.

#### **Transferring of rights**

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

---

#### **IMPORTANT CONDITIONS RELATING TO HEALTH**

**You** must comply with the following conditions to have the full protection of **your** policy.

It is a condition of this policy that **you** will not be covered under Section A – Cancellation, Section B **Curtailement**, Section C – Emergency medical and other expenses, Section D – Hospital benefit and Section E – Personal accident for any claims arising directly or indirectly from any of the following circumstances outlined, unless **medical conditions** have been declared and cover is shown in **your** policy schedule.

- Anyone travelling who has ever had treatment for:
  - a) Any heart or circulatory condition
  - b) Any type of diabetes
  - c) A stroke or high blood pressure
  - d) Any type of cancer, whether in remission or not
  - e) Any lung or breathing condition
  - f) An organ or transplant dialysis
- Anyone travelling who has in the last 5 years suffered from a serious or recurring **medical condition**, been prescribed medication or received treatment or attended a **medical practitioner's** surgery
- Anyone travelling who has in the last 5 years been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient
- Anyone travelling who has ever been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders
- Anyone travelling who has been placed on a waiting list currently for investigations or treatment
- Anyone travelling who has been diagnosed by a **medical practitioner** as suffering from a terminal illness

**If any of the above circumstances apply, you are considered to have an existing medical condition and this must be declared**

#### **IMPORTANT:**

If **you** have ever had treatment /medication for a **medical condition** in the past this must be declared. Claims relating to the **medical conditions** above will NOT be covered unless ALL conditions have been declared to **us**.

Please check that the information shown here and on the policy schedule is correct. If not, please contact **us** immediately on 0333 0030021 in order for **us** to correct the information.

If **you** have not requested cover for **medical conditions** that **you** are aware of, please be aware that **your** policy will be invalid exclude any claims arising from or traceable to ANY **medical condition**. **We** will provide cover for anything unforeseen.

Please note that **we** are unable to provide cover for **you** or anyone to be insured at any time:

- Any **medical condition** **you** have which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought his/ her advice), but despite this **you** still travel.
- Any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including any expenses incurred due to the discovery of other **medical conditions** during and/or complications arising from these procedures).
- Any **medical condition** for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
- **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

**You** should also refer to what is not covered – applicable to all sections of the policy.

---

#### **WHAT IS NOT COVERED - APPLICABLE TO ALL SECTIONS OF THE POLICY**

**We** will not pay for claims arising directly or indirectly from:

1. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancellation or curtailment of the **trip**.
2. **War risks, civil commotion and terrorism**  
War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section C – Emergency medical and other expenses, Section D – Hospital benefit and Section E – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.

**3. Radioactive contamination**

Ionising radiation, or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

**4. Sonic bangs**

Loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**5. Winter sports**

**Your** participation in winter sports unless the appropriate winter sports premium has been paid, then cover will apply under those sections shown as covered for winter sports in **your** policy schedule for:

- a) the winter sports specified in the list on page 20 and
- b) any other winter sports shown as covered in **your** policy schedule

for a period of no more than 17 days in total in each **period of insurance** under annual multi **trip** policies and for the period of the **trip** under single **trip** policies.

**6. Professional sports or entertaining**

**Your** participation in, or practice of any professional sports or professional entertaining.

**7. Other sports or activities**

**Your** participation in or practice of any other sport or activity, manual work, driving any motorised vehicle or racing unless:

- a) specified in the list on pages 19 and 20 or
- b) shown as covered in **your** policy schedule

**8. Suicide, drug use or solvent abuse**

**Your** wilfully self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction) and putting **yourself** at needless risk (except in an attempt to save human life).

**9. Alcohol abuse/misuse**

**You** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of your physical ability and/or judgement resulting in a claim. **We** do not expect **you** to avoid alcohol on **your trips** or holidays, but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgement is seriously affected or **you** are suffering from alcohol dependence or directly or indirectly from the symptoms of alcohol withdrawal and/or **you** need to make a claim as a result.

**10. Jumping from vehicles, buildings, bridges, scaffolding or balconies**

**You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.

**11. Unlawful action**

**Your** own unlawful action, or any criminal proceedings against **you**.

**12. Additional loss or expense**

Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.

**13. Armed Forces**

Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under Section A – Cancellation charges).

**14. Travelling against FCO advice**

**You** travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel (other than claims arising from **you** not being able to travel and use **your** booked accommodation or **curtailing** the **trip** before completion, as provided for under Section T – Travel disruption cover( when operative)under Subsection 1 c) Before **you** reach **your** destination and Subsection 1 a) While **you** are at **your** destination.

**15. Children Travel Restrictions**

You being aged under 18 under annual multi **trip** cover unless **you** travel with another insured adult (or are accompanied by another responsible adult).

**16. Unauthorised access to controlled or restricted areas or the unauthorised use of swimming pools**

**You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times.

---

**SPORTS AND ACTIVITIES COVERED**

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non- professional basis during any **trip**. Any involvement in these sports and/or activities are subject to **your** compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads and eye protection).

If **you** are participating in any other sports or activities not mentioned, please telephone **our** customer helpline on 0333 0030021 as **we** may be able to offer cover for an additional premium. Details of those sports and activities which **you** have purchased cover for will be added to **your** policy schedule.

### Hazardous Activities Category A – Covered as standard

- Amateur Sports - Aerobics, Archery, Badminton, Baseball, Basketball, Bowls, Cricket, Croquet, Curling, Fencing, Football, Golf, Jogging, Netball, Racquetball, Roller Blading, Roller Skating, Rounders, Snooker/Pool/Billiards, Skate Boarding, Squash, Surfing, Swimming, Table Tennis, Tennis, Ten Pin Bowling, Volleyball, Water Polo and Weightlifting only
- Angling/Fishing
- Banana Boating
- Beach Games
- Canoeing/River Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cycling (other than specified)
- Fell Walking/Fell running
- Hiking (under 2000 metres altitude)
- Jet Boating
- Motorcycling up to 50cc (wearing a crash helmet and no racing)
- Orienteering
- Outwardbound Pursuits (ground level only)

- Paintballing
- Parascending/Parasailing (over water towed by boat)
- Pony Trekking
- Rambling (under 2000 metres altitude)
- Sail Boarding
- Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 mile)
- Snorkelling
- Trekking (under 2000 metres altitude)
- Tug of war
- Underground activities (as part of an organised excursion/tour only)
- War Games
- Water Skiing (excluding jumping) - amateur only (inland/coastal waters within 12 mile)
- Windsurfing - amateur only (inland/coastal waters within 12 mile)
- Work Abroad - Non Manual Work (including professional, administrative or clerical duties only)

### Hazardous Activities Category B – Only covered if appropriate premium paid and shown in the policy schedule

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (maximim 3)
- Camel/Elephant Riding/Trekking (non-incidenta)
- Cycle Touring/Mountain Biking
- Deep Sea Fishing
- Dog Sledding
- Go Karting (specific use)
- Gymnastics
- Hiking (between 2001 and 4000 metres altitude)
- Hockey (amateur)
- Horse Riding (no polo, hunting or jumping)
- Hot Air Ballooning (non-incidenta)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non-incidenta)
- Kayaking

- Martial Arts (training only)
- Motorcycling (up to 125cc with a licence appropriate to the cc, wearing a crash helmet and no racing)
- Quad Biking
- Rambling (between 2001 and 4000 metres altitude)
- Rowing (inland/coastal waters within 12 mile)
- Rugby (amateur Competition)
- Safari (Tour operator organised and not involving use of firearms)
- Scuba Diving (up to 30 metres as long as PADI qualified or equivalent to that depth and provided adequately supervised/not diving alone).
- Track Events
- Trekking (between 2001 and 4000 metres altitude)
- White Water Rafting/Black Water Rafting (Grades 1 to 4 - life jacket and helmet must be worn)
- Work Abroad - Manual work (ground level no machinery - other than specified)

### Winter Sports – Only covered if appropriate premium paid and shown in the policy schedule

- big foot skiing
- blade skating
- dry slope skiing
- glacier skiing/walking
- husky dog sledding (organised, non-competitive and with experienced local driver)
- ice cricket (wearing appropriate batting pads/gloves/spiked shoes)
- ice fishing
- \*ice go karting (within organisers guidelines)
- ice skating
- \*ice windsurfing
- kick sledging
- ski - biking
- ski – blading
- ski boarding
- \*ski - dooing
- ski run walking
- ski – touring
- skiing alpine
- skiing - big foot

- skiing - cross country
- skiing – mono
- skiing - Nordic
- skiing on piste\*\*
- skiing - off piste\*\* with a guide
- sledging/tobogganing on snow
- sledging/sleigh riding as a passenger (pulled by horse or reindeer)
- snow biking
- snow blading
- snow boarding on piste\*\*
- snow boarding - off piste\*\* with a guide
- snow bobbing
- \*snow go karting
- \*snow mobiling (skidoo)
- \*snow scooting
- snow shoe walking
- \*snowcat driving
- tandem skiing
- telemarking

\* No cover under Section H – Personal liability

\*\* A piste is a recognised and marked ski run within the resort boundaries

## HOW TO CONTACT US IN AN EMERGENCY

### International Emergency Medical Assistance Service

Available to you 24 hours a day, 365 days a year

Call +44 (0)147 335 1758 from anywhere in the world

You should contact the Emergency Medical Assistance Service when **you** are abroad:

- if **you** are ill or have an accident which means that **you** need to be admitted to hospital as an in-patient; or
- to arrange transport **home** if this is considered medically necessary; or
- to arrange transport **home** if **you** are told about the illness or death of a **close relative** or a **close business associate at home**.

It is very important that **you** call the Emergency Medical Assistance Service as soon as possible. If **you** cannot make the call **yourself**, because the condition requires emergency treatment, **you** or someone on **your** behalf should contact the Emergency Medical Assistance Service within 24 hours of hospitalisation or as soon as possible after that.

## RECIPROCAL HEALTH AGREEMENTS

### State in-patient treatment - EU, EEA or Switzerland

**IMPORTANT: If you are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland you should obtain a European Health Insurance Card (EHIC). You can apply for an EHIC either online at [www.ehic.org.uk](http://www.ehic.org.uk) or by telephoning 0300 3301350. The EHIC entitles you to certain free or reduced costs health services in the EU, EEA or Switzerland.**

Details of the countries where **you** can use the EHIC are shown at the end of this section together with information on how to replace **your** EHIC if it is lost or stolen while **you** are abroad. If **we** agree to pay for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not deduct the excess under Section C – Emergency medical and other expenses.

If **you** find **yourself** in an emergency during **your** visit in **Europe**, dial 112. The European emergency number is valid in all EU/EEA member states and is free of charge. **You** can use it to reach emergency services such as an ambulance or police from any telephone or mobile phone free of charge.

If **you** are admitted to a state hospital or clinic as an in-patient while within the EU, EEA or Switzerland, **you** have a right to state provided emergency treatment if **you** have an EHIC.

**You** must take reasonable steps to minimise **your** claim which means that **you** should take all reasonable steps to use **your** EHIC before incurring private medical treatment costs in a state run hospital or clinic, where **you** have a right to state provided emergency treatment under **your** EHIC. If **you** are in doubt, please call the Emergency Medical Assistance Service for guidance.

If at any time **you** or someone acting on **your** behalf is being pressured to sign for excessive treatment or charges, please call the Emergency Medical Assistance Service for guidance.

### State out-patient treatment - EU, EEA, Switzerland

For out-patient treatment in a state run hospital or clinic while within the EU, EEA or Switzerland, **you** have a right to state provided emergency treatment as set out above.

If **you** need out-patient treatment, but no medically suitable state facility is available, then if the expenses are equal to or less than £500, **you** should pay the private hospital/clinic **yourself** and claim back the medical expenses from **us** on **your** return to **your home area**.

However, if the expenses are greater than £500, **you** or someone on **your** behalf should contact the Emergency Medical Assistance Service as soon as possible and get their authorisation before **you** pay the expenses or they arrange for the medical expenses, covered by the policy, to be paid direct to the hospital/clinic.

## COUNTRIES WHERE YOU CAN USE THE EHIC

The European Economic Area (EEA) is a free trade zone between countries of the European Union (EU), Iceland, Norway and Liechtenstein. The regulations on access to healthcare in the EEA also apply in Switzerland. Specific guidance on how to access healthcare in the countries listed below is available online at [www.ehic.org.uk](http://www.ehic.org.uk)

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

## DETAILS OF HOW YOU CAN REPLACE YOUR EHIC WHILE ABROAD

If **your** EHIC is lost or stolen while **you** are abroad, **you** should apply for a Provisional Replacement Certificate (PRC). Someone else can do this on **your** behalf if necessary. The PRC will provide **you** with the same cover as an EHIC until **you** return **home**.

To apply for a PRC, call the Overseas Healthcare Team on 00 44 191 218 1999 (Monday to Friday, 8am-5pm). **You** will need to provide **your** name, address, date of birth and **your** National Insurance or NHS number (CHI in Scotland or Health and Care Number in Northern Ireland).

### State in-patient and out-patient treatment – Australia

If **you** need medical treatment in Australia, **you** must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au). or by emailing [medicare@medicareaustralia.gov.au](mailto:medicare@medicareaustralia.gov.au). Alternatively please call the Emergency Medical Assistance Service for guidance.

If **you** are admitted to hospital **you** should contact the Emergency Medical Assistance Service as soon as possible for any treatment not available under MEDICARE.

### State in-patient and out-patient treatment – New Zealand

**United Kingdom** citizens on a short term visit to New Zealand are eligible for treatment (medical, hospital and related) on the same basis as citizens of New Zealand. If the treatment relates to an existing **medical condition** or a new condition arises, then a **medical practitioner** must agree in each case that prompt treatment is needed before your trip ends, if treatment is to be provided under the reciprocal agreement. **You** will also need to show your UK passport.

You will however have to pay the same charges as New Zealanders for treatment at a doctor's surgery or for prescribed medication.

#### Private treatment – Worldwide

If you are admitted to a private hospital or clinic and no medically suitable state facility is available, you or someone on your behalf should contact the Emergency Medical Assistance Service as soon as possible before knowingly incurring any expenses over £500. The Emergency Medical Assistance Service will then arrange for the medical expenses covered by the policy to be paid direct to the hospital/clinic.

If at any time you or someone acting on your behalf is being pressured to sign for excessive treatment or charges, please call the Emergency Medical Assistance Service for guidance.

Contact the Emergency Medical Assistance Service on telephone number: +44 (0)147 335 1758

---

#### Section A – Cancellation Charges (unless shown as excluded in your policy schedule) What is covered

We will pay you up to the amount shown in the Table of cover and limits for your proportion only of any irrecoverable unused travel and accommodation costs and other pre-paid charges (including excursions up to £250) which you have paid or are contracted to pay if cancellation of the trip is necessary and unavoidable as a result of any of the following events:

1. The death, **bodily injury**, illness, disease, or complications arising as a direct result of pregnancy of:
  - a) you
  - b) any person who you are travelling or have arranged to travel with
  - c) any person who you have arranged to stay with
  - d) your close relative
  - e) your close business associate.
2. You or any person who you are travelling or have arranged to travel with being quarantined, called as a witness at a Court of Law or for jury service attendance.
3. Redundancy of you or any person who you are travelling or have arranged to travel with which qualifies for payment under current **United Kingdom** redundancy payment legislation, and at the time of booking the trip there was no reason to believe anyone would be made redundant.
4. You or any person who you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.
5. The Police or other authorities requesting you to stay at your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.
6. The accidental loss of, theft of or damage to your passport and/or visa prior to or after leaving your home to commence the trip and no replacement could be obtained within 24 hours of the scheduled time of departure to allow you to make alternative travel arrangements
7. The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in a country in which you are travelling advising against all travel or all but essential travel to the area you are travelling to/in (but not including where advice is issued due to a pandemic) providing the advice came into force after you purchased this insurance or booked the trip (whichever is the later) and was within 21 days of your departure date.

If the same costs, charges or expenses are also covered under Section S – Travel disruption cover or Section T – Golf cover you can only claim for these under one section for the same event.

#### Special conditions relating to claims

1. If you fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as you find out it is necessary to cancel the trip, the amount we will pay will be limited to the cancellation charges that would have otherwise applied.
2. If you cancel the trip due to
  - a) stress, anxiety, depression or any other mental or nervous disorder that you are suffering from you must provide (at your own expense) a medical certificate from either a registered mental health professional if you are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field OR
  - b) any other **bodily injury**, illness, disease or complications arising as a direct result of pregnancy you must provide (at your own expense) a medical certificate from a **medical practitioner** confirming that this necessarily and reasonably prevented you from travelling. We need the medical certificate completed as soon as you find out it is necessary to cancel the trip, as any delay in seeing a **medical practitioner** could mean that your symptoms are no longer present. If you cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate your claim.
3. You must provide evidence (at your own expense) from the local Police or relevant passport authorities to support claims for the loss, theft or attempted theft of your passport or visa.

#### What is not covered

1. The excess amount shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
3. Any claims arising directly or indirectly from:
  - a) Your misconduct or misconduct by any person who you are travelling with or have arranged to travel with leading to dismissal, your/their resignation, voluntary redundancy, you/them entering into a compromise agreement, or where you/they had received a warning or notification of redundancy before you purchased this insurance or at the time of booking any trip.
  - b) Circumstances known to you before you purchased your policy or at the time of booking any trip which could reasonably have been expected to lead to cancellation of the trip.
4. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
5. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday point's scheme. In addition any property maintenance costs, fees or charges incurred by you, as part of your involvement in such schemes is not covered.



6. Anything mentioned in what is not covered applicable to all sections of the policy.
7. Any claim where **you** cannot travel or choose not to travel because the Foreign and Commonwealth Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
8. Any claim arising from a reason not listed in the 'what is covered' section
9. Any unused or additional costs incurred by you which are recoverable from:
  - a) The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
  - b) The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
  - c) Your credit or debit card provider or Paypal.

**You** should also refer to the important conditions relating to health.

#### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** (or in the case of stress, anxiety, depression or any other mental or nervous disorder, either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field) explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
- In the case of death causing cancellation of the **trip**, the original death certificate.
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/accommodation.
- **Your** unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine, a letter from the relevant authority or the treating **medical practitioner**.
- In the case of jury service or witness attendance, the court summons.
- The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to **your home** a report from the Police or relevant authority. Where flooding or other damage is so widespread that the Police or other authorities could not be present, then a report from **your** household insurers or the contractor engaged to carry out repairs to **your home**.
- Details of any travel, private medical or other insurance under which **you** could also claim.
- A copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth Office (FCO) or other regulatory authority.

To make a claim under this section please call 01473 921 256

#### Section B – Curtailment What is covered

We will pay **you** up to the amount shown in the Table of cover and limits for **your** proportion only of any irrecoverable unused travel and accommodation costs and other **pre-paid charges** (including excursions up to £250) which **you** have paid or are contracted to pay, together with **your** proportion only of any reasonable additional travel expenses incurred if the **trip** is **curtailed** before completion as a result of any of the following events:

1. The death, **bodily injury**, illness, disease, or complications arising as a direct result of pregnancy of:
  - a) **you**
  - b) any person who **you** are travelling or have arranged to travel with
  - c) any person who **you** have arranged to stay with
  - d) **your close relative**
  - e) **your close business associate**.
2. **You** or any person who **you** are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled or are called up for operational reasons, provided that the **curtailment** could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip**.
3. The Police or other authorities requesting **you** to return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

If the same costs, charges or expenses are also covered under Section S – Travel disruption cover or Section T – Golf cover **you** can only claim for these under one section for the same event.

#### Special conditions relating to claims

1. **You** must get the prior approval of the Emergency Assistance Service /Emergency Medical Assistance Service to confirm the necessity to return **home**, prior to **curtailment** of the **trip** due to death, **bodily injury**, illness, disease or complications arising as a direct result of pregnancy.
2. If **you curtail** the **trip** due to **bodily injury**, illness, disease or complications arising as a direct result of pregnancy, **you** must provide (at **your** own expense) medical evidence from a **medical practitioner** stating that this necessarily and reasonably caused **you** to **curtail your trip**.

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. The cost of **your** unused original tickets where the Emergency Assistance Service or **we** have arranged and paid for **you** to come **home** following **curtailment** of the **trip**. If however **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight (based on the cost applicable on the date **you** come **home**) from any additional costs **we** have incurred which are medically necessary to repatriate **you** to **your home**.
3. The cost of **your** unused original tickets where:

- a) the Emergency Medical Assistance Service or **we** have arranged and/or paid for **you** to come **home** following **curtailment** of the **trip**, or
  - b) **we** have paid **you** for any reasonable alternative and/or additional travel costs incurred by **you** to come **home** following **curtailment** of the **trip**.
4. If however **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight (based on the cost applicable on the date **you** come **home**) from any additional costs **we** have incurred which are medically necessary to repatriate **you** to **your home**.
  5. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
  6. Any claims arising directly or indirectly from circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to **curtailment** of the **trip**.
  7. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
  8. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition any property maintenance costs, fees or charges incurred by **you**, as part of **your** involvement in such schemes is not covered.
  9. Anything mentioned in What is not covered applicable to all sections of the policy.
  10. Any unused or additional costs incurred by you which are recoverable from:
    - a) The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
    - b) The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
    - c) Your credit or debit card provider or Paypal.

**You** should also refer to the important conditions relating to health.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- In the case of death causing **curtailment** of the **trip**, the original death certificate.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of serious damage to **your home** a report from the Police or relevant authority.
- Where flooding or other damage is so widespread that the Police or other authorities could not be present, then a report from **your** household insurers or the contractor engaged to carry out repairs to **your home**.
- Details of any travel, private medical or other insurance under which **you** could also claim.

**To make a claim under this section please call 01473 921 256**

#### Section C – Emergency medical and other expenses What is covered

**We** will pay **you** up to the amount shown in the Table of cover and limits for the following expenses which are necessarily incurred during a **trip** but not covered by any reciprocal health agreement, as a result of **you** suffering unforeseen **bodily injury**, illness, disease and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of **your home area**.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the limit shown in the Table of cover and limits incurred outside of **your home area**.
3. Costs of telephone calls:
  - a) to the Emergency Medical Assistance Service notifying and dealing with the problem for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned
  - b) incurred by **you** when **you** receive calls on **your** mobile phone from the Emergency Medical Assistance Service for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls.
4. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you** by the hospital.
5. If **you** die:
  - a) outside **your home area** the cost of funeral expenses abroad up to a maximum of £3,000 plus the reasonable cost of returning **your** ashes to **your home**, or the additional costs of returning **your** body to **your home**
  - a) within **your home area** the cost of returning **your** ashes or body to **your home** up to the maximum of £3,000 as shown in the Table of cover and limits.
6. Reasonable additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking (for example full or half board, all inclusive, bed and breakfast, self catering or room only), if it is medically necessary for **you** to stay beyond **your** scheduled return date.  
This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or **close relative** to stay with **you** or travel to **you** from the **United Kingdom** or escort **you**. Also additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
7. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise.

#### Special conditions relating to claims

1. To enable **us** to direct **you** to the most appropriate medical facility **you** must obtain the prior authorisation of the Emergency Medical Assistance Service or

us before knowingly incurring any expenses (including any out-patient treatment) over £500. If this is not possible because the condition requires emergency treatment **you** or someone on **your** behalf must contact the Emergency Medical Assistance Service as soon as possible.

2. **You** must tell the Emergency Medical Assistance Service as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
3. If **you** suffer **bodily injury**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and / or travel safely to **your home area** or a suitable hospital nearby to continue treatment.
4. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.  
If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will cancel **your** cover under the medical related sections being Section A Cancellation, Section B – **Curtailement**, Section C - Emergency medical and other expenses, Section D – Hospital benefit and Section E – Personal accident of **your** policy and refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**.

Cover for **you** under all other operative sections will however continue for the remainder of **your trip**.

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits of each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Normal pregnancy, without any accompanying **bodily injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
3. The cost of **your** unused original tickets where:
  - a) the Emergency Medical Assistance Service or **we** have arranged and/or paid for **you** to return to **your home**, or
  - b) **we** have paid **you** for any reasonable alternative and/or additional travel costs incurred by **you** to return to **your home** if **you** cannot use the return ticket.If however **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight (based on the cost applicable on the date **you** come home) from any additional costs **we** have incurred to return **you** to **your home**.
4. Any claims arising directly or indirectly for:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the **bodily injury** or illness which necessitated **your** admittance into hospital.
  - b) Any expenses which are not usual, reasonable or customary to treat **your bodily injury**, illness or disease.
  - c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
  - d) Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside of **your home area**. Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
  - e) Additional costs arising from single or private room accommodation.
  - f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
  - g) Any costs incurred by **you** to visit another person in hospital.
  - h) Any expenses incurred after **you** have returned to **your home area**.
  - i) Any expenses incurred in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands which are:
    - i. for private treatment, or
    - ii. are funded by, or are recoverable from the Health Authority in **your home area**, or
    - iii. are funded by a reciprocal health agreement (RHA) between these countries and/or islands.
  - j) Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
  - k) Any expenses incurred after the date on which **we** exercise **our** rights under this section to move **you** from one hospital to another and/or arrange for **your** repatriation but **you** decide not to be moved or repatriated.
5. Anything mentioned in What is not covered applicable to all sections of the policy.
6. Your failure to obtain any recommended vaccines, inoculations or medications prior to your trip.

**You** should also refer to the Important conditions relating to health.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Medical Assistance Service.
- Details of any travel, private medical or other insurance under which **you** could also claim.

**To make a claim under this section please call:**

**For medical assistance and/or repatriation claims +44 (0)147 335 1758 or other claims 01473 921 256**

## Section D - Hospital benefit What is covered

We will pay **you** up to the amount shown in the Table of cover and limits for every complete 24 hours **you** have to stay in hospital as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine or on the orders of a **medical practitioner** outside **your home area**, up to a maximum of the amount shown in the Table of cover and limits as a result of **bodily injury**, illness or disease **you** sustain.

We will pay the amount above in addition to any amount payable under Section C – Emergency medical and other expenses. This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.

### Special conditions relating to claims

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.

### What is not covered

1. Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
    - i) relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.
    - ii) relating to treatment or services provided by a convalescent or nursing **home** or any rehabilitation centre.
    - iii) following **your** decision not to be repatriated after the date, when in the opinion of the Emergency Medical Assistance Service it is safe to do so.
  - b) Hospitalisation, compulsory quarantine or confinement to **your** accommodation:
    - i) relating to any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
    - ii) as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
    - iii) occurring in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands relation together:
      - i. private treatment; or
      - ii. tests, surgery or other elective or planned treatment the costs of which are funded by or recoverable from the Health Authority in **your home area**.
2. Anything mentioned in What is not covered applicable to all sections of the policy.

### Claims evidence

We will require (at **your** own expense) the following evidence where relevant Confirmation in writing from the hospital, relevant authority or the treating **medical practitioner** of the dates when **you** were admitted and subsequently discharged from hospital, compulsory quarantine or confinement to **your** accommodation.

To make a claim under this section please call 01473 921 256

---

## Section E – Personal accident

### Special definitions relating to this section (which are shown in italics)

#### *Loss of limb*

means loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

#### *Loss of sight*

means total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what you should see at 60 metres).

#### *Permanent total disablement*

means permanent and total disability which medical evidence confirms will prevent **you** from undertaking any relevant occupation.

### What is covered

We will pay one of the benefits shown below if **you** sustain **bodily injury** which shall solely and independently of any other cause, result within two years in **your** death, loss of limb, loss of sight or permanent total disablement.

BENEFIT	Up to age 15 years inclusive	Age 16 years to 64 years inclusive	Age 65 years and over
1. Death	£1,000	Bronze £5,000 Silver £10,000 Gold £20,000	£1,000
2. Loss of one or more limbs and/or loss of sight in one or both eyes	No cover	Bronze £5,000 Silver £10,000 Gold £20,000	No cover

3. Permanent total disablement	No cover	Bronze £5,000 Silver £10,000 Gold £20,000	No cover
--------------------------------	----------	---	----------

### Special conditions relating to claims

1. **Our medical practitioner** may examine **you** as often as they consider necessary if **you** make a claim.

### Provisions

1. Benefit is not payable to **you**:
  - a) Under more than one of items 1. 2. or 3.
  - b) Under item 2. If the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
  - c) Under item 3. Until one year after the date **you** sustain **bodily injury**.
2. Benefit 1. Will be paid to the deceased **insured person's** estate.

### What is not covered

1. Anything mentioned in what is not covered applicable to all sections of the policy.

### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- In the event of death, the original death certificate.
- A medical certificate or report in relation to claims for loss of limb, loss of sight or permanent total disablement.

To make a claim under this section please call 01473 921 256

## Section F – Baggage (unless shown as excluded in the policy schedule) What is covered

1. **We** will pay **you** up to the amount shown in the Table of cover and limits for the accidental loss of, theft of or damage to **baggage** and **valuables**. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** and/or **valuables**.  
The maximum **we** will pay **you** for the following items is:
  - a) Up to the single article limit shown in the Table of cover and limits for any one article, pair or set of articles
  - b) Up to the **valuables** limit stated in the Table of cover and limits for all **valuables**.
2. **We** will also pay **you** up to Delayed **baggage** limit shown in the Table of cover and limits, for the emergency replacement of clothing, medication and toiletries if **your baggage** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **baggage** was delayed.

If the loss is permanent **we** will deduct the amount paid from the final amount to be paid under this section.

### Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **baggage** and/or **valuables**.
2. If **baggage** and/or **valuables** are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).

### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, for each incident, under this section by each **insured person** (except claims under subsection 2 of What is covered) but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **valuables** left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
3. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
  - a) overnight between 9 pm and 9 am (local time) or
  - b) at any time between 9 am and 9 pm (local time) unless:
    - i) it is locked out of sight in a **secure baggage area** and
    - ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, **ski equipment**, **golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to **business equipment**, business goods, samples, tools of trade and other items used in connection with **your** business, trade,

profession or occupation.

9. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, a valuation, original user manual or bank or credit card statements for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if **your baggage** is temporarily lost in transit for more than 12 hours.
- A letter from the carrier confirming the number of hours **your baggage** was delayed for.
- Repair report where applicable.
- Details of any household, travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

#### Section G – Personal money, passport and documents What is covered

1. We will pay **you** up to the amount shown in the Table of cover and limits for the accidental loss of, theft of or damage to **personal money** and documents (including the unused portion of passports, visas and driving licences). We will also cover foreign currency during the 72 hours immediately before **your** departure on the outward journey.

The maximum we will pay for the following items is:

- a) Up to the amount shown in the Table of cover and limits for bank notes, currency notes and coins
  - b) Up to the amount shown in the Table of cover and limits for bank notes, currency notes and coins, if **you** are under the age of 16
  - c) Up to the amount shown in the Table of cover and limits for all other **personal money** and documents (including the cost of the emergency replacement or temporary passport or visa obtained outside **your home area** and the value of the unused portion of **your** passport, visa or driving licence).
2. We will pay **you** up to the amount shown in the Table of cover and limits for reasonable additional travel and accommodation expenses necessarily incurred outside **your home area** to obtain a replacement of **your** passport (known as an emergency travel document) or visa which has been lost or stolen outside **your home area**.

#### Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **personal money**, passports or documents.
2. If **personal money**, passports or visas are lost, stolen or damaged while in the care of a hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this policy.
3. If documents are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
4. If documents are lost, stolen or damaged whilst in the care of an airline **you** must give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).

#### What is not covered

1. The amount of excess shown in the Table of cover and limits of each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **personal money** or **your** passport or visa if left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
3. Loss, theft of or damage to travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission.
6. Travel, event or entertainment tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
7. Any additional travel and accommodation expenses incurred because **you** were unable to board the **public transport** on which **you** were booked to return to the **United Kingdom** or continue **your trip** as a result of the accidental loss of, theft of or damage to **your** passport and/or visa.
8. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.

- Proof of ownership such as an original receipt or bank or credit card statements for items lost, stolen or damaged.
- Receipts or bills or proof of purchase for any transport and accommodation expenses claimed for.
- Receipts or bills or proof of purchase for any replacement or temporary passport or visa claimed for.
- Receipt for all currency and travellers cheques transactions.
- Details of any household, travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

#### Section H – Personal liability What is covered

**We** will pay **you** up to the amount shown in the Table of cover and limits (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

1. **Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or persons residing with **you** but not paying for their accommodation.
2. Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **you**, a **close relative** and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

#### Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

#### What is not covered

1. The amount of the excess as shown in the Table of cover and limits of each and every claim, arising from the same incident claimed for under this section in relation to any temporary holiday accommodation occupied by **you**. The excess is limited a maximum of two in all if **family cover** or **single parent cover** applies.
2. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
  - d) The transmission of any contagious or infectious disease or virus.
3. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Full details in writing of any incident.
- Any court claim form, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.
- Details of any household travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

#### Section I – Delayed departure What is covered

If the **public transport** on which **you** are booked to travel:

1. Is delayed at the final departure point from or to the **United Kingdom** and in addition for residents of Northern Ireland any departure point in the Republic of Ireland (but not including delays to any subsequent outbound or return connecting **public transport**) for at least 12 hours from the scheduled time of departure, or
2. is cancelled before or after the scheduled time of departure As a result of any of the following events:
  - a) strike or
  - b) industrial action or
  - c) adverse weather conditions or
  - d) mechanical breakdown of or a technical fault occurring in the **public transport** on which **you** are booked to travel

**We** will pay **you**:

1. Up to the amount shown in the Table of cover and limits for the first completed 12 hours delay and for each full 12 hours delay after that, up to the maximum amount shown in **your** Table of cover and limits (which is meant to help **you** pay for telephone calls made and meals and refreshments purchased during the delay) provided **you** eventually travel, or

2. Up to the amount shown in the Table of cover and limits for **your** proportion only of any irrecoverable unused travel and accommodation costs and other **pre-paid charges** which **you** have paid or are contracted to pay, if:
  - a) after a delay of at least 12 hours, or
  - b) Following cancellation, no suitable alternative **public transport** is provided within 12 hours of the scheduled time of departure

**you** choose to cancel **your trip** before departure from the **United Kingdom** and in addition for residents of Northern Ireland any departure point in the Republic of Ireland.

**You** can only claim under subsection 1. Or 2. above for the same event, not both.

**You** can only claim under one of either Section I – Delayed departure, Section J - Missed departure or Section S – Travel disruption cover for the same event.

#### Special conditions relating to claims

1. **You** must check in according to the itinerary given to **you** unless **your** tour operator has requested **you** not to travel to the airport.
2. **You** must comply with the terms of contract of the travel agent, tour operator, carrier or transport provider and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of cancellation or long delay of flights.

#### What is not covered

1. The amount of the excess as shown in the Table of cover and limits of each and every claim, per incident claimed for, under this section by each **insured person** under subsection 2. Of what is covered. The excess under subsection 2. Of what is covered is limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**.
  - b) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
  - c) Any delays to any subsequent outbound or return connecting **public transport** following **your** departure from the final departure point from or to the **United Kingdom** and in addition for residents of Northern Ireland any departure point in the Republic of Ireland.
  - d) Volcanic eruptions and/or volcanic ash clouds.
3. For subsection 2. only of What is covered:
  - a) The cost of Air Passenger Duty (APD) whether irrecoverable or not.
  - b) Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
  - c) Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday point's scheme. In addition any property maintenance costs, fees or charges incurred by **you**, as part of **your** involvement in such schemes are not covered.
  - d) Any costs incurred by **you** which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which **you** receive or are expected to receive compensation or reimbursement.
  - e) Any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
  - f) Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or reimbursement.
3. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within 12 hours of the scheduled time of departure.
  - g) Any cost if **your trip** was booked as part of a **package** holiday except for any pre-paid costs or charges which do not form part of **your package** holiday.
4. Anything mentioned in what is not covered applicable to all sections of the policy.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to **you**.
- Written confirmation from the carriers (or their handling agents) of the cancellation, number of hours of delay and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- In the case of cancellation claims, **your** booking confirmation together with written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation, Air Passenger Duty (APD), taxes, duties, surcharges and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Where applicable written confirmation from the **public transport** operator (or their handling agents) and/or provider of accommodation (or their booking agents) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- Details of any travel or other insurance under which **you** could also claim.

**To make a claim under this section please call 01473 921 256**

---

#### Section J – Missed departure What is covered

**We** will pay **you** up to the amount shown in the Table of cover and limits for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** overseas destination (or in the case of a cruise joining **your** ship at the next possible port of call) or returning to the **United Kingdom**, if **you** fail to arrive at the departure point (including for residents of Northern Ireland any departure point in the Republic of Ireland) in time to board the **public transport** on which **you** are booked to travel on for the initial international outbound and return legs only of the **trip** as a result of:



1. the failure of other **public transport** or
2. an accident to or breakdown of the vehicle in which **you** are travelling or
3. an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling or
4. Strike, industrial action or adverse weather conditions.

If the same expenses are also covered under Section I – Delayed departure or Section S – Travel disruption cover **you** can only claim under one section for the same event.

#### Special conditions relating to claims

1. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**.
  - b) An accident to or breakdown of the vehicle in which **you** are travelling when a repairers report or other evidence is not provided.
  - c) Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling.
  - e) **Your** failure to arrive at the departure point in time to board any connecting **public transport** after **your** departure on the initial international outbound and return legs of the **trip**.
  - f) Volcanic eruptions and/or volcanic ash clouds (except claims under subsection 1. of What is covered).
  - g) **Trips** solely within the **United Kingdom**.
4. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements within 12 hours of the scheduled time of departure.
3. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the strike, industrial action or adverse weather conditions.
- **Your** unused travel tickets.
- Receipts or bills or proof of purchase for any transport, accommodation or other costs, charges or expenses claimed for.
- In the case of an accident to or breakdown of the vehicle in which **you** are travelling a repairers or breakdown company's report or other evidence from the relevant highway authority or local authority.
- In the case of the breakdown of any vehicle owned by **you** a copy of the last service report confirming that the vehicle has been serviced properly and maintained in accordance with manufacturer's instructions.
- Details of any travel or other insurance under which **you** could also claim.

**To make a claim under this section please call 01473 921 256**

## Section K – Legal Expenses and Assistance

### Special definition relating to this section

#### Lawyer

means the legal representative or other appropriately qualified person acting for **you**. **You** have the right to choose the lawyer acting for **you** in the following circumstances:

- a) Where the commencement of court proceedings to pursue **your** claim is required.
- b) Should any conflict of interest or dispute over settlement arise.

Where **we** appoint a lawyer to act on **your** behalf **we** will nominate **our** legal representatives Blake Morgan LLP to pursue any claim.

#### What is covered

**We** will pay up to the amounts shown in the Table of cover and limits 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 policy, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the Table of cover and limits.

#### Prospects of success

**We** will only provide cover where **your** claim or any appeal **you** are pursuing or defending is more likely than not to be successful. If **you** are seeking damages or compensation, it must also be more likely than not that any judgement obtained will be enforced.

If **we** consider **your** claim is unlikely to be successful or any judgement will not be enforced **we** or **you** may request a second opinion from an independent lawyer. If **you** seek Independent legal advice any costs incurred will not be covered by this policy.

If the independent lawyer agrees **your** claim is unlikely to be successful or any judgement is Unenforceable then **you** cannot make a claim under this section.

#### Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** 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** permission.
4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

**What is not covered**

**We** shall not be liable for:

1. The amount of the excess as shown in the Table of cover and limits of each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Legal costs and expenses incurred in pursuit of any claim against **us**, **our** appointed agents, CEGA International, Rightpath Insurance Solutions Ltd., 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 variable depending on the outcome of the claim.
6. Legal costs and expenses incurred if an action is brought in more than one country.
7. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
8. The costs of any Appeal.
9. Claims by **you** other than in **your** private capacity.
10. Anything mentioned in What is not covered applicable to all sections of the policy.

**Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Details of any travel or other insurance under which **you** could also claim.

**To make a claim under this section please call 0203 435 9745**

---

**Section L- Extended kennel and/or cattery fees What is covered**

**We** will pay **you** up to £250 (£150 for **trips** in the **United Kingdom**) for any additional kennel/cattery fees incurred, if **your** domestic dog(s)/cat(s) are in a kennel/cattery during **your trip** and **your** return to **your home** has been delayed due to **your bodily injury**, illness or disease.

**What is not covered**

1. Claims arising from **your bodily injury**, illness or disease that are not covered under Section C – Emergency medical and other expenses
2. Anything mentioned in What is not covered applicable to all sections of the policy.

**Claims evidence**

**We** will require (at **your** own expense) the following evidence where relevant:

- Written confirmation from the appropriate kennel or cattery confirming the amount of additional fees that **you** have had to pay together with the dates when these were payable.
- A medical certificate from the treating **medical practitioner** explaining why **you** were unable to return **home** on time.
- **Your** unused travel tickets.
- Details of any travel or other insurance under which **you** could also claim.

**To make a claim under this section please call 01473 921 256**

---

**Sections M, N, O, P and Q\* – Winter sports (only operative if indicated in the policy schedule)**

Cover for sections M, N, O, P and Q only operates:-

1. Under single **trip** policies - if the appropriate winter sports section is shown as operative in the policy schedule and the appropriate additional premium has been paid.
  2. Under annual multi **trip** policies - for a period no more than 17 days in total in each **period of insurance**, providing the appropriate winter sports section is shown as operative in the policy schedule and the appropriate additional premium has been paid.
- 

**Section M – Ski equipment (only operative if Winter Sports indicated in the policy schedule) What is covered**

**We** will pay **you** up to the amount shown in the Table of cover and limits for the accidental loss of, theft of or damage to **your own ski equipment**, or up to the amount shown in the Table of cover and limits for hired **ski equipment**. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value - calculated from the table below), or **we** may replace, reinstate or repair the lost or damaged **ski equipment**.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value

Over 2 years old	50% of value
Over 3 years old	30% of value
Over 4 years old	20% of value
Over 5 years old	No payment

The maximum **we** will pay for any one article, pair or set of articles is the amount payable calculated from the table above or the single article limit shown in the Table of cover and limits whichever is the less.

#### Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report (at **your** own expense) of the loss, theft or attempted theft of all **ski equipment**.
2. If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must give formal written notice of the claim to the airline, within the time limit set out in their conditions of carriage (please keep a copy).

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle:
  - a) overnight between 9 pm and 9 am (local time) or
  - b) at any time between 9 am and 9 pm (local time) unless:
    - i) it is locked out of sight in a **secure baggage area** and
    - ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
3. Loss or damage due to delay, confiscation or detention by customs or any other authority.
4. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
5. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements for items lost, stolen or damaged.
- Repair report where applicable.
- Details of any household, travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

#### Section N – Ski equipment hire (only operative if Winter Sports indicated in the policy schedule) What is covered

**We** will pay **you** up to the amount shown in the Table of cover and limits per day, up to the maximum shown in the Table of cover and limits for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of **your** own **ski equipment**.

#### Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of **your** own **skiequipment**.
2. If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).

#### What is not covered

1. Loss, theft of or damage to **ski equipment** contained in an **unattended** vehicle:
  - a) overnight between 9 pm and 9 am (local time) or
  - b) at any time between 9 am and 9 pm (local time) unless:
    - i) it is locked out of sight in a **secure baggage area** and
    - ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
2. Loss or damage due to delay, confiscation or detention by customs or any other authority.
3. Loss or damage caused by wear and tear, depreciation (loss of value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
4. Anything mentioned in What is not covered applicable to all sections of the policy.

### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements for items lost, stolen or damaged together with receipts or bills detailing the costs incurred of hiring replacement **ski equipment**.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

### Section O – Ski pack (only operative if Winter Sports indicated in the policy schedule) What is covered

We will pay **you**:

- a) Up to the amount shown in the Table of cover and limits for the unused portion of **your** ski pack (ski school fees, lift passes and hired **ski equipment**) following **your** **bodily injury**, illness or disease.
- b) Up to the amount shown in the Table of cover and limits for the unused portion of **your** lift pass if **you** lose it.

**You** can only claim under Section O – Ski pack or Section S – Travel disruption cover for the same event, not both.

#### Special conditions relating to claims

1. **You** must provide (at **your** own expense) written confirmation to **us** from a **medical practitioner** that the **bodily injury**, illness or disease prevented **you** from using **your** ski pack.

#### What is not covered

1. Anything mentioned in What is not covered applicable to all sections of the policy.

### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** explaining why **you** were unable to use **your** ski pack.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

### Section P – Piste closure (only operative if Winter Sports indicated in the policy schedule) What is covered

We will pay **you** up to the amount shown in the Table of cover and limits per day, up to the maximum shown in the Table of cover and limits for transport costs necessarily incurred by **you**, to travel to and from an alternative site if either lack of or excess of snow, or an avalanche results in the Skiing facilities (excluding cross-country skiing) in **your** resort being closed and it is not possible to ski.

The cover only applies:

- a) To the resort which **you** have pre-booked for a period more than 12 hours and for as long as these conditions continue at the resort, but not more than the pre-booked period of **your** trip and
- b) To **trips** taken outside the **United Kingdom** during the published ski season for **your** resort.

If no alternative sites are available, **we** will pay **you** compensation up to the amount shown in the Table of cover and limits per day up to the maximum amount shown in the Table of cover and limits.

#### Special conditions relating to claims

1. **You** must get (at **your** own expense) written confirmation from the relevant authority, ski lift operator or **your** tour operator's representative of the number of days skiing facilities were closed in **your** resort and the reason for the closure.

#### What is not covered

1. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **you**.
2. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**.
3. Anything mentioned in What is not covered applicable to all sections of the policy.

### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A letter from the relevant authority, ski lift operator or **your** tour operator's representative of the number of days skiing facilities were closed in **your** resort and the reason for the closure.
- Receipts or bills for any transport costs claimed for.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

### Section Q – Avalanche or landslide cover (only operative if Winter Sports indicated in the policy schedule) What is covered

We will pay **you** up to the amount shown in the Table of cover and limits for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** booked resort or returning **home** if **you** are delayed for more than 12 hours by avalanche or landslide. The cover only applies to **trips** taken outside the **United Kingdom** during the published ski season for **your** resort.

#### Special conditions relating to claims

1. **You** must get (at **your** own expense) written confirmation from the relevant authority or **your** tour operator's representative confirming the event. **What is not covered**

1. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A letter from the relevant authority or **your** tour operator's representative confirming details of the avalanche or landslide that caused the delay and the period of delay.
- Receipts or bills for any accommodation and travel expenses claimed for.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

---

### Section R – Business Equipment\* (only operative if indicated in the policy schedule)

This extension to the policy provides the following amendments to the insurance specifically for any **business trip** made by **you**. **What is covered**

1. In addition to the cover provided under Section F – **Baggage** and passport, **we** will pay **you** up to £750 for the accidental loss of, theft of or damage to **business equipment**. The amount payable will be the current market value, which takes into account a deduction for wear, tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **business equipment**.

The maximum **we** will pay for any one article, pair or set of articles is shown in the Table of cover and limits.

#### Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **business equipment**.
2. If **business equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **business equipment** is lost, stolen or damaged whilst in the care of an airline **you** must give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **business equipment** left **unattended** at any time (including in a vehicle, or checked in luggage or while in the custody of a carrier, tour operator, or **public transport** operator) unless deposited in a hotel safe or safety deposit box or left in **your** locked accommodation.
3. Loss, theft of or damage to **business equipment** contained in an **unattended** vehicle:
  - i) overnight between 9 pm and 9 am (local time) or
  - ii) at any time between 9 am and 9 pm (local time) unless:
    - a) it is locked out of sight in a **secure baggage area** and
    - b) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss or damage caused by wear and tear, depreciation (loss of value), atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.
6. Loss of, theft of or damage to CD's, DVD's, films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded, when **we** will pay up to the makers latest list price.
7. Any loss or damage arising out of **you** engaging in manual work.
8. Any financial loss, costs or expenses incurred arising from the interruption of **your** business.
9. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, a valuation, original user manual or bank or credit card statements.

- Repair report where applicable.
- Details of any household, travel or other insurance under which **you** could also claim.

To make a claim under this section please call 01473 921 256

## Section S – Travel disruption cover (only operative if Gold cover purchased) What is covered

### Before you reach your destination

- We will pay you up to the amount shown in the Table of cover and limits for your proportion only of any unused travel, accommodation and other pre-paid charges** (including excursions up to £250) that **you** cannot claim back from any other source if **you** cannot travel and have to cancel **your trip** as a result of:
  - The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 12 hours from the scheduled time of departure (but not including **your** unused travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator); or
  - You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours; or
  - The insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm, civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation; or
- We will pay you up to the amount shown in the Table of cover and limits for your proportion only of any reasonable additional travel** (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (but on a room only basis) that **you** cannot claim back from any other source if **you** have to make alternative arrangements to reach **your** destination (or in the case of a cruise to join **your** ship at the next possible port of call) as a result of:
  - The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 12 hours from the scheduled time of departure (but not including **your** additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator), or being diverted or re-directed after take-off; or
  - You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours; or
  - You** being denied boarding on the **public transport** on which **you** were booked to travel from **your home area** as a result of the accidental loss of, theft of or damage to **your** passport and/or visa and no replacement could be obtained until after the scheduled time of departure up to the maximum shown on **your** Table of cover and limits under this section.
- If the **public transport** on which **you** were booked to travel from **your home area** (including any onward connecting **public transport**) is cancelled or delayed for at least 12 hours **we** will pay **you** up to amount shown in the Table of cover and limits for the first 12 hours delay and for each full 12 hours delay after that up to the maximum delay benefits shown on the Table of cover and limits providing **you** eventually continue the **trip** (this will help **you** pay for telephone calls made and meals and refreshments purchased during the delay).
- We will pay you up to the amount shown in the Table of cover and limits for your proportion only of any unused travel, accommodation and other pre-paid charges** (including excursions up to £250) that **you** cannot claim back from any other source if **you** fail to:
  - arrive at the departure point in the **United Kingdom** in time to board the **public transport** on which **you** are booked to travel on for the initial international outbound leg of the **trip**; or
  - reach **your** final destination in the case of a **trip** solely within the **United Kingdom** as a result of any of the following events:
    - the failure of other **public transport**; or
    - an accident to or breakdown of the vehicle in which **you** are travelling; or
    - an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling; or
    - strike or industrial action; or
    - adverse weather conditions preventing **you** from leaving **your home**, travelling by road, rail or any other means to **your** final destination, or reaching the international departure point or **your** final destination in the **United Kingdom** because they are inaccessible due to the weather conditions and despite making or attempting to make alternative arrangements to reach **your** destination, **you** choose to cancel **your trip** before departure from the **United Kingdom** (or before reaching **your** destination in the case of a **trip** solely within the **United Kingdom**), because no suitable alternative **public transport** or other transport facilities could be provided in time to enable **you** to safely continue with at least 50% of **your** booked **trip**.
- We will pay you up to the amount shown on the Table of cover and limits for your reasonable additional travel** (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (but on a room only basis) **you** have to pay to reach **your** overseas destination (or in the case of a cruise to join **your** ship at the next possible port of call) that **you** cannot claim back from any other source if **you** fail to arrive at the departure point in time to board any onward connecting **public transport** on which **you** are booked to travel as a result of:
  - The failure of other **public transport**; or
  - Strike, industrial action or adverse weather conditions; or
  - You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

### While you are at your destination

**We will pay you up to the amount shown on the Table of cover and limits for your proportion only of any unused travel, accommodation** (including excursions up to £250) and other **pre-paid charges** that **you** cannot claim back from any other source together with any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (for example full or half board, all inclusive, bed and breakfast, self-catering or room only) if **you** have to:

- a) Move to other accommodation at any point during **your trip** as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm, civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation; or
- b) **Curtail your trip** with prior authorisation of the Emergency Medical Assistance Service as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm, civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation and **you** need to be repatriated to **your home**; or
- c) **Curtail your trip** with prior authorisation of the Emergency Medical Assistance Service as a result of the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in the country **you** are in recommending evacuation from the country or specific area **you** have travelled to providing the advice came into force after **you** left **your home area** to commence the **trip**; or
- d) **Curtail your trip** with prior authorisation of the Emergency Medical Assistance Service as a result of the accidental loss of, theft of or damage to **your** passport and/or visa which meant that **you** could not continue with **your** planned itinerary and/or were denied boarding on the **public transport** on which **you** were booked to travel, or in the case of a cruise ship stay.

#### On the way home

1. We will pay **you** up to the amount shown on the Table of cover and limits for **your** proportion only of any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (for example full or half board, all inclusive, bed and breakfast, self-catering or room only) that **you** cannot claim back from any other source if **you** have to make alternative arrangements to return to **your home** or stay longer outside of **your home area** as a result of:
  - a) The **public transport** on which **you** were booked to travel to **your home area** (including any onward connecting **public transport**) being cancelled or delayed for at least 12 hours from the scheduled time of departure (but not including **your** unused travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator), or being diverted or re-directed after take-off; or
  - b) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours; or
  - c) **You** being denied boarding on the **public transport** on which **you** were booked to travel to **your home area** (including any onward connecting **public transport**) as a result of the accidental loss of, theft of or damage to **your** passport and/or visa and either the temporary replacement **you** obtained was not accepted or no replacement could be obtained until after the scheduled time of departure up to the maximum shown on the Table of cover and limits.
2. If the **public transport** on which **you** were booked to travel to **your home area** (including any onward connecting **public transport**) is cancelled or delayed for at least 12 hours we will pay **you** the amount shown on the Table of cover and limits for the first 12 hours delay and each full 12 hours delay after that up to the maximum delay benefit shown on the Table of cover and limits providing **you** return to **your home** on the next available suitable **public transport** (this will help **you** pay for telephone calls made and meals and refreshments purchased during the delay).
3. We will pay **you** up to the amount shown on the Table of cover and limits for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (but on a room only basis) **you** have to pay to return to **your home** that **you** cannot claim back from any other source if **you** fail to arrive at the departure point in time to board any onward connecting **public transport** on which **you** are booked to travel including those within the **United Kingdom** as a result of:
  - a) The failure of other **public transport**; or
  - b) Strike, industrial action or adverse weather conditions; or
  - c) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

**You** can only claim under one of either Section S – Travel disruption cover, Section I – Delayed departure, Section J – Missed departure or Section O – Ski pack for the same event.

#### Special conditions relating to claims

1. If **you** fail to notify the travel agent, tour operator, **public transport** operator (or their handling agents), or provider of transport or accommodation (or their booking agents) as soon as **you** find out it is necessary to cancel the **trip** the amount we will pay will be limited to the cancellation charges that would have applied otherwise.
2. **You** must get (at **your** own expense) written confirmation or other evidence from the provider of the accommodation, their booking agents (or the administrators of either), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
3. **You** must give notice as soon as possible to the Emergency Medical Assistance Service of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
4. **You** must check in according to the itinerary supplied to **you** unless **your** tour operator, the **public transport** operator (or their handling agents) have requested **you** not to travel to the departure point.
5. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.
6. **You** must get (at **your** own expense) written confirmation or other evidence from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
7. **You** must comply with the terms of contract of the **public transport** operator (or their booking agents) and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.

Whether **you** have booked a **package** holiday or just a flight, compensation will normally be available to **you** from financial protection schemes arranged or overseen by the Civil Aviation Authority (CAA) such as the Air Travel Organisers' Licensing (ATOL) scheme and Flight-Only and Flight-Plus Arrangements, or by way of a bond held by a trade association such as the Association of British Travel Agents (ABTA) scheme if **your package** holiday does not include a flight.

8. Where applicable **you** must get (at **your** own expense) written confirmation or other evidence from the **public transport** operator (or their handling agents) and/or provider of accommodation or their booking agents (or the administrators of either) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.

## What is not covered

1. Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancellation or curtailment of the **trip**.
2. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** (except claims under subsections 3. and 8. of What is covered). but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
3. Claims arising within the first 7 days after **you** purchased this insurance or the date **you** booked any **trip** (whichever is the later) which relate to an event which was occurring or **you** were aware could occur at the time **you** purchased this insurance or booked the **trip** (whichever is the later).
4. Claims arising directly or indirectly from:
  - a) Strike, industrial action or the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority issuing a directive prohibiting all travel or all but essential travel to the country or specific area or event to which **you** were travelling, existing or being publicly announced by the date **you** purchased this insurance or booked the **trip** (whichever is the later).
  - b) An accident to or breakdown of the vehicle in which **you** are travelling when a repairers report or other evidence is not provided.
  - c) Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country.
  - e) Denied boarding due to **your** drug use, alcohol or solvent abuse or **your** passport, visa or other documentation required by the public transport operator or their handling agents was invalid.
  - f) The accidental loss of, theft of or damage to **your** passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
5. Any claims arising whilst **you** are on a day-trip.
6. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
7. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
8. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. In addition any property maintenance costs or fees incurred by **you** as part of **your** involvement in such schemes are not covered.
9. Any costs incurred by **you** which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which **you** receive or are expected to receive compensation or reimbursement.
10. Any costs incurred by **you** which are recoverable from the **public transport** operator or their booking agents, **Your** tour operator or travel agent (or their administrators), or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
11. **Your** unused and/or additional travel costs where the cancellation or delay is caused by the insolvency of the **public transport** operator.
12. Any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or re-imburement.
13. Any travel and accommodation costs, charges and expenses where the **public transport** operator (or their handling agents) has offered reasonable alternative travel arrangements within 12 hours of the scheduled time of departure.
14. Any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip** (except as provided for under subsections 6. and 7. of What is covered where **you** have to move to other accommodation or stay longer outside of **your homearea**).
15. For subsection 4. only of What is covered, **your** reluctance to travel or make or attempt to make alternative arrangements to reach **your** destination where reasonable alternative travel facilities were available and no severe weather warnings for the area concerned or notices of road closures on your planned route had been issued.
16. Any cost if **your trip** was booked as part of a **package** holiday except under:
  - a) subsections 3 and 8 of What is covered; or
  - b) subsections 1 and 7 of What is covered for any cost relating to **pre-paid charges** which do not form part of **your package** holiday; or
  - c) subsections 1, 2, 4, and 5 of What is covered if **you** failed to reach your overseas destination to commence the **package** holiday due to an event covered under this section and because of this **you** were not entitled to claim compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** from the tour operator.
17. The cost of **your** unused original tickets where:
  - a) the Emergency Medical Assistance Service or **we** have arranged and/or paid for **you** to come **home** following **curtailment** of the **trip**, or
  - b) **we** have paid **you** for any reasonable alternative and/or additional travel costs incurred by **you** to come home following **curtailment** of the **trip**. If however **you** have not purchased a return ticket, **we** reserve the right to deduct the cost of an economy flight (based on the cost applicable on the date **you** come home) from any additional costs **we** have incurred which are medically necessary to repatriate **you** to **your home**.
18. Anything mentioned in What is not covered applicable to all sections of the policy.

## Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the strike or industrial action.
- In the case of adverse weather conditions a report from the Met Office, **public transport** provider, carrier or authority, relevant highway agency, local authority, local radio station or newspaper confirming details of the adverse weather conditions and if road closures on **your** planned route were made and/or red or amber severe weather warnings issued for the area concerned.
- In the case of cancellation or **curtailment** claims, **your** booking confirmation together with written details (such as a cancellation invoice) from
- **your** travel agent, tour operator, provider of transport/accommodation (or their booking agents) of the separate costs of transport, accommodation, Air Passenger Duty (APD), taxes, duties, surcharges and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.



- Written confirmation from **your public transport** operator (or their handling agents) of the cancellation, number of hours delay or denied boarding and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- Written confirmation from the company providing the accommodation or their booking agents (or the administrators of either), the local police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Written confirmation from the provider of transport/accommodation or **your** tour operator that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- In the case of an accident to or breakdown of the vehicle in which **you** are travelling a repairers or breakdown company's report or other evidence from the relevant highway authority or local authority.
- In the case of the breakdown of any vehicle owned by **you** a copy of the last service report confirming that the vehicle has been serviced properly and maintained in accordance with the manufacturer's instructions.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim under this section please call:

For curtailment and/or repatriation claims +44 (0)147 335 1758 or other claims 01473 921 256

#### Section T\* - Golf cover (only operative if indicated in the policy schedule)

This extension to the policy provides the following amendments to the insurance, specifically for any golfing **trips** taken by **you**:

##### Loss of green fees

###### What is covered

In addition to the cover provided under Section A – Cancellation or Section B - **Curtailment**, **we** will pay **you** up to £75 per day, up to a maximum of £300 for any irrecoverable unused green fees which **you** have paid or are contracted to pay if

- a) cancellation of the **trip** is necessary and unavoidable or
- b) the **trip** is **curtailed** before completion

as a result of any of the events detailed under What is covered in Section A – Cancellation or Section B - **Curtailment** occurring.

##### Golf equipment cover

###### What is covered

In addition to the cover provided under Section F – **Baggage**, **we** will pay **you** up to the amounts shown below:

1. £1,000 for the accidental loss of, theft of or damage to **golf equipment**.

The amount payable will be the value at today's prices, less a deduction for wear, tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **golf equipment**.

2. £300 for the emergency replacement of **golf equipment** if **your golf equipment** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **golf equipment** was delayed.

If the loss is permanent, **we** will deduct the amount already paid from the final amount to be paid under this section.

3. £25 per day, up to a maximum of £200 for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss of, theft of or damage to, or temporary loss in transit during the outward journey for more than 24 hours of **your own golf equipment**, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **golf equipment** was delayed.

##### Liability for golf buggies whilst in use

###### What is covered

In addition to the cover provided under Section H – Personal liability, **we** will pay **you** and each **insured person** up to £2,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

1. **Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or member of **your** household or
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a **close relative**, anyone in **your** employment or any member of **your** household

arising from **your** ownership, possession or use of a golf buggy.

##### Special conditions relating to claims

1. **You** must get (at **your** own expense) a medical certificate from a **medical practitioner** and the prior approval of the Emergency Medical Assistance Service to confirm the necessity to return **home** prior to **curtailment** of the **trip** due to death, **bodily injury**, illness or disease.
2. If **you** fail to notify the travel agent, tour operator or golf club as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
3. If **you** cancel the **trip** due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that **you** are suffering from **you** must provide (at **your** own expense) a medical certificate from either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field or
  - b) any other **bodily injury**, illness, disease or complications arising as a direct result of pregnancy, **you** must provide (at **your** own expense) a medical certificate from a **medical practitioner** stating that this necessarily and reasonably prevented **you** from travelling. **We** need the medical certificate completed as soon as **you** find out it is necessary to cancel the **trip**, as any delay in seeing a **medical practitioner** could mean that **your** symptoms are no longer present. If **you** cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate **your** claim.
4. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **golf equipment**.
5. If **golf equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.

6. If **golf equipment** is lost, stolen or damaged whilst in the care of an airline **you** must give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).
7. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
8. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
9. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
10. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** must give **us** all necessary information and assistance which **we** may require.
11. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

#### What is not covered

1. The amount of the Excess as shown in the Table of cover and limits for each and every claim, per incident claimed for, under this section by each **insured person** but limited to a maximum of two in all if **family cover** or **single parent cover** applies.
2. Any claims arising directly or indirectly from:
  - a) **Your** misconduct or misconduct by any person who **you** are travelling with or have arranged to travel with leading to dismissal, **your/their** resignation, voluntary redundancy, **you/they** entering into a compromise agreement, or where **you/they** had received a warning or notification of redundancy before **you** purchased this insurance or at the time of booking any **trip**.
  - b) Circumstances known to **you** before **you** purchased **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancellation or **curtailment** of the **trip**.
3. Loss, theft of or damage to **golf equipment** contained in an **unattended** vehicle
  - a) overnight between 9 pm and 9 am (local time) or
  - b) at any time between 9 am and 9 pm (local time) unless:
    - i) it is locked out of sight in a **secure baggage area** and
    - ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
6. Anything mentioned in What is not covered applicable to all sections of the policy.

#### Claims evidence

**We** will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** (or in the case of stress, anxiety, depression or any other mental or nervous disorder, either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field) explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
- In the case of death causing cancellation or **curtailment** of the **trip**, the original death certificate.
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or golf club.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or golf club of the separate costs of green fees that made up part of the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine a letter from the relevant authority or the treating **medical practitioner**.
- In the case of jury service or witness attendance the court summons.
- The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to **your home** a report from the police or relevant authority. Where flooding or other damage is so widespread that the Police or other authorities could not be present, then a report from **your** household insurers or the contractor engaged to carry out repairs to **your home**.
- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, a valuation, original user manual or bank or credit card statements for items lost, stolen or damaged and for all items of **golf equipment** replaced if **your golf equipment** is temporarily lost in transit for more than 12 hours.
- Receipts or bills detailing the costs incurred in hiring replacement **golf equipment**.
- A letter from the carrier confirming the number of hours **your golf equipment** was delayed for.
- Repair report where applicable.
- Full details in writing of any incident involving the use of a golf buggy on a golf course.
- Any court claim form, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.
- Details of any household, travel or other insurance under which **you** could also claim.

**To make a claim under this section please call 01473 921 256**

### **Making a complaint**

**We** aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you** a fair response.

### **Making your complaint**

If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim.

If **your** complaint relates to **your** policy, **we** ask that **you** contact our office setting out the details of **your** complaint. Our contact details are as follows :

The Office Manager

Victoria House

Toward Road

Sunderland

SR1 2QF

Telephone: 0333 0030021

Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and/or claim number, and the type of policy **you** hold
- The name of **your** insurance agent/firm (if applicable)
- The reason for **your** complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

### **Beyond AXA**

Should **you** remain dissatisfied following our final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of our final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email : [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

### **Our promise to you**

#### **We will**

- Acknowledge all complaints promptly.
  - Investigate quickly and thoroughly.
  - Keep **you** informed of progress.
  - Do everything possible to resolve **your** complaint.
  - Use the information from complaints to continuously improve our service.
-

## Section U – End Supplier Failure Insurance

This section of cover is only applicable if You have paid the appropriate premium and is noted in Your Schedule

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (**The Insurer**).

**The Insurer will pay** up to £1500 in total for each **Insured Person** named on the Invoice for:

1. Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure  
Or
2. In the event of **Financial Failure** after departure:
  - (a) additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements; or
  - (b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands or Isle of Man, to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

**Financial Failure** means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

**End Supplier** means the company that owns and operates the services listed in point 1 above.

The Insurer will not pay for:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands or Isle of Man prior to departure
2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach your pre-booked hotel following the **Financial Failure** of an airline.

### CLAIMS PROCEDURE

International Passenger Protection (IPP) claims only - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting your policy number, Travel Insurance Policy name and **reference ESFI-V1.20**:

IPP Claims at Sedgwick

Oakleigh House

14-15 Park Place

Cardiff, CF10 3DQ

United Kingdom

Telephone: +44 (0)345 266 1872

Email: [insolvency-claims@ipplondon.co.uk](mailto:insolvency-claims@ipplondon.co.uk)

[www.ipplondon.co.uk/claims.asp](http://www.ipplondon.co.uk/claims.asp)

**ALL OTHER CLAIMS - REFER TO YOUR INSURANCE POLICY AND SEE ALTERNATIVE CLAIMS PROCEDURE.**

### HOW TO MAKE A COMPLAINT

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you.

Please telephone us on: (020) 8776 3750.

Or write to:

The Customer Services Manager

International Passenger Protection Limited,

IPP House, 22-26 Station Road,

West Wickham, Kent BR4 OPR

Fax: (020) 8776 3751 Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

Please make sure that you quote the policy number which can be found on your Schedule.

It is our policy to acknowledge any complaint within 5 working days advising you of who is dealing with your concerns and attempt to address them.

We will provide you with a written response outlining our detailed response to your complaint within two weeks of receipt of the complaint. You will receive either our written response or an explanation as to why we are not in a position to provide one within four weeks of receipt of your complaint.

If you are not satisfied with the response you receive or we have failed to provide you with a written response, you may have the right to contact the Financial Ombudsman Service at the following address (if you are an Eligible Complainant as set out in the definition below)

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK) Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

More information can be found on their website – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

Definition of an Eligible Complainant:

1. A Consumer – Any natural person acting for purposes outside his trade, business or profession
2. A Micro-Enterprise – An enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million
3. A Charity – Which has an annual income of less than £1 million at the time the complaint is made
4. A Trustee – Of a trust which has a net asset value of less than £1 million at the time the complaint is made.

## Section V – Travel Dispute

This cover is provided only if **You** have paid the premium required and confirmed in the policy schedule

### Important Notice Regarding the operation of this Policy

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

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

### Claims Notification & Advice Helpline Service – 01384 377000

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

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

1. **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained, or
2. There is insufficient prospects of obtaining recovery on any sums claimed or
3. the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at Our option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by **Us**. **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use Our own specialists. If **You** decide to nominate **Your** own professional **We** must agree this in advance and **You** will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge **Us** (Details are available upon request)
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.
- In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

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

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

## Section V Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

### Agent

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

### Authorised Professional

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

### Claim Limit(s)

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the Schedule.

### Claims Specialist

Our own claims panel solicitor or claims handler.

### Court

A Court, tribunal or other competent authority.

### Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

### Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

### Holiday

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

### Insured Person

The persons named within the Policy Schedule attached to this policy.

### Insurer

This insurance is administered by Legal Insurance Management Limited and underwritten by Royal & Sun Alliance Insurance Plc.

### Legal Proceedings

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

**Period of Insurance**

The **Period of Insurance** shown in the Schedule.

**Policyholder, You, Your**

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

**Pre-Booked Accommodation**

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

**Professional Fees**

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

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

**Prospects of Success**

At least a 51 % chance of the **Insured Person(s)** achieving a favourable outcome

**Schedule**

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

**Standard Professional Fees**

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

**Territorial Limits**

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

**Terrorism**

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

**Time of Occurrence**

When the Event occurred or commenced whichever is the earlier.

**We, Us, Our**

Legal Insurance Management Ltd and Royal Sun Alliance Insurance plc.

**Cover**

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

Upon payment of the policy excess if applicable **We** will indemnify **You** in accordance with Our Standard Professional Fees and where requested by **You** any other

**Insured Person** up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured event within the Territorial Limits where **You** notify **Us** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

**What is covered:**

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

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

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

**What is not covered:**

1. Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.
2. An Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
5. The **Insured Person's** travelling expenses, subsistence allowances or compensation for absence from work.
6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

### General Exclusions for section V:

This insurance does not cover:

1. Professional Fees incurred:
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the **Insured Person** should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before Our written acceptance of a claim;
  - d) before Our approval or beyond those for which **We** have given Our approval;
  - e) where **You** fail to give proper instructions in due time to **Us** or to the Authorised Professional;
  - f) where **You** are responsible for anything which in Our opinion prejudices **Your** case;
  - g) if **You** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **You**;
  - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
  - i) in respect of the amount in excess of Our Standard Professional Fees where **You** have elected to use an Authorised Professional of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the Authorised Professional;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from **Your** deliberate act, omission or misrepresentation;
8. any Professional Fees relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. a dispute which relates to any compensation or amount payable under a contract of insurance;
10. a dispute with **Us** not dealt with under the Arbitration condition;
11. an application for judicial review;
12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
13. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
14. any claim arising from a stress or psychological related condition;
15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
17. Legal Proceedings between an **Insured Person** and a central or local government authority;
18. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute;
19. any claims made or considered against **Us**, the Agent or Authorised Professional used to handle any claim;
20. any claims relating to cosmetic treatment, surgery or tanning;
21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits.
22. any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
23. any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
24. any loss or damage caused by any sort of war, invasion or revolution
25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
26. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

## GENERAL CONDITIONS FOR SECTION V:

### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy;
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

### Observance

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

### Claims

**You** must tell **Us** in writing within 30 days of returning from the respective Holiday about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

**We** will give such consent if **You** can satisfy **Us** that there are reasonable Prospects of Success in pursuing or defending **Your** claim and that it is necessary for Professional Fees to be paid and **You** have paid the Excess.

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

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

1. **Your** Prospects of Success are insufficient;
2. It would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim.

**We** will write to **You** giving Our reasons and **We** will not then be bound to pay any further Professional Fees for this claim.

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

1. If **We** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. **We** consider that it is unlikely that **You** will recover the sums due and or awarded to **You**.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at Our option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

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

### Representation

**We** will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **Us** will act on **Your** behalf and **You** must accept Our nomination.

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

Where **You** have elected to use **Your** own nominated Authorised Professional **You** will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### Conduct of Claim

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

### Recovery of Costs

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

### Fraud

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

### Privacy Notice

#### Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)



### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **Us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **You** can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

#### Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

#### Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

#### Acts of Parliament

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

#### Arbitration

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

#### Contracts (Rights of Third Parties) Act 1999

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

#### Notices

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

#### Claims Notification and Advice Helpline Service

All potential claims must be reported initially to the Travel Dispute Claims Notification and Advice Helpline Service for advice and support.

#### Travel Dispute Claims Notification & Advice Helpline Service: - 01384 377000

**We** will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

#### Law

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

#### Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance contact Legal Insurance Management Ltd.

Write to Us at: Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF

Email Us At: [claims@legallim.co.uk](mailto:claims@legallim.co.uk)

Call Us On: 01384 377 000

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

#### Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS

## **IMPORTANT NUMBERS:**

**Medical Emergency: +44 (0) 147 335 1758**

**Claims: 01473 921 256**

**Just Travel Cover: 0333 003 0021**

**Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)**

