



TRAVEL INSURANCE

policy wording document

make sure your medical
conditions are covered

IMPORTANT! Please read this booklet
carefully and take it away with you

IMPORTANT NOTICE

Your attention is drawn to important features of **your** travel insurance policy including:

- **INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.
You must read the insurance policy carefully.
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions and exclusions which apply to the whole policy.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **your** policy (refer to General Exclusions item 15) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **HEALTH:** The policy contains conditions relating to the health of the people travelling and others upon whose well-being the trip may depend. It may be that **you** are required to disclose the condition of such people prior to cover being issued and **you** must be aware that failure to disclose such matters will prejudice **your** position. In certain instances a telephone helpline is available. Please do use this service to ensure **you** are fully protected. Please refer to pages 5 and 6.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount the Insurer will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an excess. Where there is an excess, **you** will be responsible for paying the first part of a claim.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint. Please refer to page 27.
- **“COOLING OFF” PERIOD:** the policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund if the policy does not meet **your** requirements. Please refer to page 5.
- **SPORTS AND ACTIVITIES:** The policy will not cover **you** when **you** take part in certain sports and activities. Please refer to pages 25 and 26.
- **GOVERNING LAW:** Your policy is governed by the law applicable to where **you** reside within the **United Kingdom**.

The policy applies to all persons named on the Policy Schedule who are eligible to be insured and for whom the premium has been paid. **You must be resident in the United Kingdom.**

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SUMMARY OF COVER (per person, per trip)

Section of Cover	Cover and Limits	Excess
1 CANCELLATION	Up to £5,000	£150 (£15 for Loss of Deposit)
2 CURTAILMENT	Up to £5,000	£150
3 MISSED DEPARTURE	Up to £1,000	Nil
4 TRAVEL DELAY	Up to £100/£5,000	£150 (Abandonment only)
5 PERSONAL ACCIDENT	Up to £20,000	Nil
6 MEDICAL EMERGENCY EXPENSES UK Medical Examination Cosmetic Surgery Home Help or Nanny Loss of Medication Additional Kennel or Cattery Costs	Up to £10,000,000 £400 £2,500 £300 £300 £500	£150 Nil £75 Nil £75 £75
7 MEDICAL INCONVENIENCE BENEFIT	Up to £1,000	Nil
8 UNITED KINGDOM EXPENSES	Up to £1,000	Nil
9 PERSONAL PROPERTY Single Article Limit Valuables Limit Mobility Aids Delayed Baggage Personal Money	Up to £2,000 £200 £200 £2,500 Up to £150 Up to £400 (Cash limited to £200)	£75 £75 £75 £75 Nil £75
10 LOSS OF PASSPORT EXPENSES	Up to £200	Nil
11 PERSONAL LIABILITY	Up to £2,000,000	Nil
12 HIJACK	Up to £1,000	Nil
13 MUGGING BENEFIT	Up to £1,000	Nil
WINTER SPORTS COVER (Optional for Single Trip policies but automatically included for Annual Multi-Trip policies for those persons aged under 71 years at date of travel)		
14 SKI EQUIPMENT Single Article Limit Ski Hire Delayed Ski Equipment	Up to £500 £200 Up to £150 Up to £100	£75 £75 Nil Nil
15 SKI PACK	Up to £400	£75
16 PISTE CLOSURE	Up to £350	Nil
17 AVALANCHE CLOSURE	Up to £150	Nil
GOLF COVER (optional)		
18 LOSS AND HIRE OF GOLF EQUIPMENT Single Article Limit	Up to £1,000 £250	£75 £75
19 LOSS OF GREEN FEES	Up to £400	Nil
20 HOLE-IN-ONE	£100	Nil
21 LEGAL COSTS AND EXPENSES	Up to £25,000	Nil
INSURED BY INSURERS DETAILED on page 24		
22 END SUPPLIER FAILURE INSURANCE	Up to £2,000	Nil

International Medical Rescue

Who to contact if you need help following a medical emergency.

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

E-mail: assistance@im-rescue.com

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

Information needed in medical emergencies

- 1) **Your** name and address, and **your** contact details while abroad (phone and/or e-mail)
- 2) **Your** policy number
- 3) The details of **your** booked outward and return journeys
- 4) The type of help **you** need

If **you** go into hospital abroad and **you** are likely to be in for more than 48 hours, or **you** have to return **home** early, someone must contact International Medical Rescue for **you** as soon as possible. **We** may be required to contact **your** GP in the **United Kingdom** to check **your** medical records.

Paying medical fees

If possible, **you** should pay for **your** medical treatment and then claim these costs back when **you** return **home**. If **you** cannot pay the medical costs out of **your** own money, contact International Medical Rescue.

MAKING A CLAIM

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

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

Please notify us of your claim as soon as possible. We will aim to answer all correspondence within 5 working days of receiving it.

For Legal Costs and Expenses claims – please contact DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.
Tel: **0344 893 9013** (Mon-Fri 9am – 5pm)

For End Supplier Failure Insurance

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 V2-20:

IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ.

Tel: **+44 (0)345 266 1872** Email: Insolvency-claims@iplondon.co.uk Website: www.iplondon.co.uk/claims.asp

INTRODUCTION

Purpose of this insurance – to provide financial protection and emergency assistance for **your** trip(s).

This policy documentation, including any endorsement issued by **us**, forms a contract of insurance between the underwriters, Alpha Underwriting Limited as Underwriting Agents for Ageas Insurance Limited, and those people specified on **your** insurance schedule. This contract is only valid when **you** have a valid insurance schedule and have paid the appropriate premium. **You** should read **your** policy documentation in full to understand what is and is not covered.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Ageas Insurance Limited; Registered in England: Registered Number 354568.

Alpha Underwriting Limited is authorised and regulated by the Financial Conduct Authority; Registered in England; Registered Number 6904209; Registered Office: East Wing Goffs Oak House, Goffs Lane, Goffs Oak, Herts, EN7 5BW.

The Financial Conduct Authority website which includes a financial services register of all regulated companies, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

Governing Law: **Your** policy is governed by English Law.

PERIOD OF INSURANCE

For Single Trip policies, the cover under Section 1, Cancellation, commences as soon as the premium has been paid, but for Annual Multi-Trip policies, the cover under Section 1, Cancellation, commences from the start date shown on **your** schedule or at the time **you** book the trip, whichever is the later. The remaining covers apply for the duration of the booked trip (or until earlier return to the **United Kingdom**). It also includes the period of travel from **home** directly to the departure point and back **home** directly after return to the **United Kingdom** (not exceeding 24 hours in each case). If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

‘COOLING OFF PERIOD’

Because cancellation cover commences when **you** pay **your** premium, no refund of **your** premium will be given except that: **We** will refund **your** premium and void **your** policy from inception if **you** let **us** know the policy does not meet **your** requirements within 14 days after the policy commenced provided this is before travel has commenced and that no claim has been made.

HEALTH QUESTIONS

When **you** took out this policy **you** were asked the following questions:

Have you or anyone in your party:

1. ever been diagnosed with or treated for any cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure, and cholesterol)?
2. been prescribed medication, or received treatment or attended a **medical practitioner’s** surgery in the last 2 years?
3. ever been diagnosed with or treated for any psychological conditions such as stress, anxiety, depression, or **psychiatric condition** such as eating disorders, drug or alcohol abuse or mental instability?
4. attended a hospital or clinic as an out-patient or in-patient in the last two years?
5. been currently put on a waiting list for treatment or investigation?
6. been given a terminal prognosis?

You will have called the Makesure call centre or contacted **your** travel advisor or accessed the Makesure website, if **you** answered yes to any of the above questions, further questions would have been asked for **us** to give **you** a quotation to cover all **your** medical conditions.

We will cover **you** for those **pre-existing conditions** or disabilities **you** disclosed to **us** and **we** accepted in writing. If **you** have not disclosed all **pre-existing conditions** or disabilities fully and accurately, **we** may not pay **your** claim or may only pay for a proportion of that claim.

You must check **your** policy documents. The **pre-existing conditions** or disabilities for which **you** are covered are set out on the document headed ‘Medical Declaration’. If anything is not correct please let **us** know immediately on 0203 873 6718.

Additional policy conditions

- 1) Before **you** travel **you** must tell **us** if **you** develop a medical condition or **your** health changes.
- 2) **You** will not be covered if **you** travel against the advice of a **medical practitioner** or if **you** are not fit to travel. In these circumstances, **we** reserve the right to alter the terms of insurance. If **you** do not accept the revised terms that **we** offer, subject to the terms, conditions and exclusions of the policy, **we** will pay **you** under Section 1 of the policy for loss of holiday deposits or charges, which **you** have necessarily incurred up to the date of such changed circumstances.

This is not a private medical insurance and only provides cover for emergency medical treatment.

Travelling for treatment abroad

This policy will not cover **you** on any **trip** where **you** are travelling to obtain medical treatment or advice abroad or in order to have tests or investigations for any medical condition (whether diagnosed or not), even if **you** have declared the medical condition in question and **we** have agreed to provide cover. This exclusion will also apply to any claims arising even if they are not related to the medical condition in question.

Change in state of health

You must tell **us** if **your** state of health changes at the earliest opportunity but in any case before **you** book or commence **your** journey, i.e. if **you** develop a new medical condition or an existing one changes. Please call the Makesure call-centre 0203 873 6718. **We** have the right to amend, restrict or cancel **your** cover under this policy.

Anyone upon whom the trip may depend

If, at the time of taking out this insurance (or booking the trip if this was later) **your immediate relative, close business associate** or travel companion had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months;

We will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **immediate relative, close business associate** or travel companion.

Travelling when pregnant

Pregnancy is not a medical condition, so **you** are able to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. Please make sure that **your** Doctor and Midwife are aware of **your** travel plans as this policy will not cover **you** if **you** travel against medical advice. **You** must also refer to the Medical Health Requirements section on page 5 as **you** may need to declare any known complications.

By air

After 28 weeks most airlines will require a letter from **your** Doctor or Midwife confirming **your** estimated date of delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

By sea

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

By car, coach and train

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

Please note, **your** policy will not cover **you** to travel against the regulations of **your** transport provider.

DEFINITION OF GEOGRAPHICAL LIMITS

SINGLE TRIP

Area 1 – cover applies to trips within the **United Kingdom**, and to trips where Northern Ireland residents depart and return to the Republic of Ireland. Cover does not apply to trips by Channel Island residents to other parts of the **United Kingdom**, and trips by other **United Kingdom** residents to the Channel Islands.

Area 2 – means the Continent of Europe west of the Ural mountains, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, (but excluding those counties mentioned in Area 3) but covers trips by Channel Islands residents to other parts of the **United Kingdom** and trips by other **United Kingdom** residents to the Channel Islands.

Area 3 – means Area 2 and Spain, the Canaries, Turkey, Cyprus, Malta and Switzerland.

Area 4 – means anywhere in the world other than USA, Canada, the Caribbean, Mexico, Thailand, China, Nepal, Hong Kong, Singapore and Worldwide cruises.

Area 5 – means Area 4 and Mexico, Thailand, China, Nepal, Hong Kong, Singapore and Worldwide cruises excluding USA, Canada and the Caribbean.

Area 6 – means anywhere in the world including USA, Canada and the Caribbean.

ANNUAL MULTI-TRIP

Area 7 – covers trips to from, and within the **United Kingdom** and means the Continent of Europe west of the Ural Mountains, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores (also including Spain, the Canaries, Turkey, Cyprus, Malta and Switzerland).

Area 8 – means anywhere in the world excluding USA, Canada and the Caribbean.

Area 9 – means anywhere in the world including USA, Canada and the Caribbean.

IMPORTANT NOTES

- 1) This policy is only available to persons resident in the **United Kingdom** and registered with a **United Kingdom** doctor.
- 2) For Single Trip policies, the cover under Section 1, Cancellation, commences as soon as the trip has been booked and the premium has been paid. For Annual Multi-Trip policies, the cover under Section 1, Cancellation, commences from the Start Date shown on **your** schedule or at the time **you** book the trip, whichever is the later. **We** cannot, therefore, refund **your** premium after the date of purchase, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements - see "Cooling Off" period on page 5
- 3) This policy is only valid for trips which commence and end at **your home**.
- 4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
- 5) Under some sections there is an amount deducted (an excess) per incident, per insured trip, which applies to each insured person involved in an incident, as do the sums insured under each section.
- 6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 48 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 7) Winter sports is only available to persons under the age of 71 years (at the date of travel).

For Single Trip Insurance:

- 8) This policy is not valid for trips exceeding twelve months.
- 9) Winter sports risks are covered only if the required additional premium has been paid.
- 10) Golf cover is only available if the required additional premium has been paid.

For Annual Multi-trip Insurance:

If **you** have chosen an Annual Multi-trip Insurance the Outward and Return Journey must take place during the start and end date shown on the Validation Certificate. The total duration of any one trip is limited to a maximum of 31 days or as otherwise shown on the Validation Certificate and any trip exceeding this duration will not be covered in whole or in part.

- 11) The maximum duration of any one trip is 31 days (Winter Sports limited to 17 days per policy year for those persons aged under 71 years at date of travel).
- 12) Family cover applies to **you** and **your** husband/wife, civil partner, or **common law partner** (whether **you** and they are of the same or different sex) plus up to four unmarried dependent children of either of **you**, under the age of 18 years in full time education. Adults travelling under this policy may travel independently. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.
- 13) Annual Multi-trip policies are not valid for trips taken within the **United Kingdom** unless pre-booked for a period of three nights or more in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee and an invoice, bill, receipt or voucher can be produced.

DEFINITIONS

Wherever the following words and phrases appear in this policy they will always have these meanings:

Close Business Associate – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Curtail/Curtailed/Curtailment – Return early to **your home** in the **United Kingdom** or the period **you** are a hospital in-patient outside of the **United Kingdom**.

Common Law Partner – The person living with the insured person as husband or wife, including the same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

Golf Equipment – Golf clubs, golf bag, golf trolley and golf shoes.

Hijack – The unlawful seizure or wrongful exercise of control of an aircraft or conveyance which **you** are travelling in as a passenger.

Home – **Your** residential address in the **United Kingdom**.

Immediate Relative – Mother, father, sister, brother, wife, husband, civil partner, **common law partner** (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

Loss of Limb – Physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight – The complete and permanent **loss of sight** in at least one eye.

Medical Practitioner – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

Mobility Aids – Wheelchair, motorised wheelchair, walking frame, walking stick or crutches.

Money – Cash, postal and **money** orders, travel tickets, lift passes (in respect of Winter Sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

Mugging – A violent attack on **you** with a view to theft by person(s) not previously known to **you**.

Permanent Total Disablement – Disablement as a result of which there is no business or occupation which **you** are able to attend to which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Personal Accident – Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Pre-existing Medical Condition – A disease, illness or injury for which **you** have:

- Received medication, advice or treatment; or
- Experienced symptoms (whether the condition has been diagnosed or not).

Psychiatric Condition – A mental or addictive condition, including, but not limited to, anxiety, depression, alcoholism, drug addiction or eating disorders.

Public Transport – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

Redundancy – Any person declared redundant and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Ski Equipment – Skis, ski boots, ski poles and snowboards.

Ski Pack – Pre-booked lift passes, hired skis and boots and ski school fees.

Unattended – Where **you** are not in full view of or in a position to prevent unauthorised taking of **your** property unless it is in a locked room, safe, in a locked boot of a locked vehicle or in the luggage space at the back of a locked estate car or locked hatchback under a top cover and out of view.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and the Channel Islands.

Valuables – Watches, furs, jewellery, photographic equipment, video equipment, camcorders, audio equipment, and all photographic/digital/optical/audio/video media, iPods/iPod touch/MP3/4 players or similar and or accessories, ebook readers, telescopes and binoculars.

We/Us/Our – Alpha Underwriting Limited as Underwriting Agents for Ageas Insurance Limited.

You/Your – Each insured person resident in the **United Kingdom** and registered with a **United Kingdom** doctor.

RECIPROCAL HEALTH AGREEMENTS

If **we** agree to a medical expenses claim (Section 6) which has been reduced because **you** have used private health insurance or through a reciprocal health agreement, **you** will not have to pay the excess under that section.

If **you** are travelling to Australasia there are reciprocal medical treatment arrangements for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at a minimal cost. Should **you** be admitted to hospital then immediate contact must be made with International Medical Rescue and their authority obtained in respect of any treatment not available under the reciprocal agreement before such treatment is provided.

For more information **you** should contact: Medicare Australia

PO Box 1001,

Tuggeranong,

ACT 2901,

Australia

or visit their website at: www.humanservices.gov.au

MEDICARE/MEDICAID

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

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to £5,000 if **your** travel and accommodation arrangements are cancelled before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which **you** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

- 1) the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person **you** are intending to travel or stay with, (c) an **immediate relative of yours** or of any person **you** are intending to travel with or (d) a **close business associate of yours**;
- 2) **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued;
- 4) **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
- 5) **your** passport, or the passport of any person **you** are intending to travel with being stolen during the seven days before **your** departure date.

YOU ARE NOT COVERED FOR

- 1) the first £150 of each and every incident, per insured trip, per each insured person involved in the incident (£15 for loss of deposit claims only);
- 2) claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- 3) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 4) claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and UK Identity and Passport Service;
- 5) the cost of any visa required in connection with **your** trip;
- 6) claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline);
- 7) claims arising from pregnancy, where, at the point of checking in for or boarding **your** flight, **you** fail to provide the airline with a letter from **your Medical Practitioner** or midwife confirming the estimated date of delivery, that there are no complications and **you** are fit to fly;
- 8) **you** undertaking a trip when travelling by air or sea if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 9) Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
- 10) if **you** decide **you** no longer want to travel;
- 11) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtilment is only applicable if **you** return to the **United Kingdom** earlier than planned or **you** are hospitalised abroad.

This section includes the services of International Medical Rescue (details shown on page 4) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

YOU ARE COVERED

Up to £5,000 for:

- 1) The value of the portion of:
 - a) **your** accommodation arrangements which have not been used and which were paid for before **your** departure from the **United Kingdom**; and
 - b) **your** travel arrangements (apart from those in respect of **your** return to the **United Kingdom**) which have not been used and which were paid for before **your** departure from the **United Kingdom**; and

c) (in respect of winter sports trips where the appropriate premium has been paid) any unused ski hire, ski school and lift passes, which do not have to have been paid for before **your** departure from the **United Kingdom**

if **you** have to **curtail your** trip and return to **your home** earlier than planned due:

- a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) an **immediate relative** of **yours**;
 - iii) a **close business associate** of **yours**.
- b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
- c) **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person **you** are travelling with.

This proportionate value of costs will be calculated from the date of return to the **United Kingdom** or the period **you** are hospitalised abroad.

2) Additional travelling expenses incurred by **you** for returning to the **United Kingdom** (Economy Class) earlier than planned for a reason stated in clause 1 of this section.

YOU ARE NOT COVERED FOR

- 1) the first £150 of each and every incident per each insured person involved in the incident;
- 2) claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or International Medical Rescue, as detailed on page 4;
- 4) claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
- 5) the cost of **your** original return trip if this has already been paid and **you** need to **curtail your** journey;
- 6) the cost of any visas required in connection with **your** trip;
- 7) **you** undertaking a trip when travelling by air or sea if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
- 9) anything mentioned in the General Exclusions.

NOTE – International Medical Rescue only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

SECTION 3 – MISSED DEPARTURE

This section does not apply to trips within the **United Kingdom**. (except for trips between the **United Kingdom** and the Channel Islands).

YOU ARE COVERED

Up to £1,000 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the vehicle **you** are travelling in breaks down or is involved in an accident or **you** being delayed as a result of a major accident on a motorway, or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.

YOU ARE NOT COVERED

- 1) if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) unless **you** get a letter from the **public transport** provider confirming that the service did not run on time;
- 4) unless **you** obtain confirmation from the police or motorway authorities (e.g. Highways Agency) to confirm a major accident on a motorway causing delays or closure on the motorway of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- 6) for additional expenses where the **public transport** operator has offered alternative travel arrangements;
- 7) for anything mentioned in the General Exclusion.

SECTION 4 – TRAVEL DELAY

This section does not apply to trips within the **United Kingdom** (except for trips between the **United Kingdom** and the Channel Islands)

YOU ARE COVERED

1) For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours **you** are delayed after that, up to a maximum of £100 (regardless of the number of incidents of delay); or

2) Up to the amount under the cancellation section of this policy (less £150 excess) if **you** abandon the trip (on the outward journey only) after the first full 12 hours;

if **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out or the trip was booked, whichever is latest, there was no expectation that the trip would be affected by such cause);
- b) adverse weather conditions if this is the underlying and continuing cause of the delay;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

YOU ARE NOT COVERED

1) for the first £150 of each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);

2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;

3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;

4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;

5) for costs recoverable if **you** abandon the trip;

6) for any costs incurred as a result of **you** missing a connecting flight;

7) for anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from the **United Kingdom**.

SECTION 5 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability:

1) Death – £20,000

2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – £20,000

NOTE – If **you** are aged under 16 or over 70 at the time of the accident the death benefit will be limited to funeral and other expenses up to £2,000 and the **permanent total disablement** benefit will not apply.

YOU ARE NOT COVERED FOR

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) a disease or any physical defect or illness;
- 2) an injury which existed prior to the commencement of the trip;
- 3) any claims under this section not notified to **us** within 12 months of the date of the accident;
- 4) anything mentioned in the General Exclusions.

SECTION 6 – MEDICAL EMERGENCY EXPENSES

(Not private health insurance)

This section applies to trips:

- a) outside the **United Kingdom**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

Cover does not apply otherwise to trips within the **United Kingdom**.

If during **your** trip **you** become ill or are injured and **you** require in-patient hospital treatment, repatriation or it is likely that the costs will exceed £500 then **you** must contact International Medical Rescue.

YOU ARE COVERED

Up to £10,000,000 for costs incurred outside the **United Kingdom**:

- a) for emergency medical and surgical treatment. Claims for emergency dental treatment are for the relief of pain only and shall be limited to £350;
- b) for additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- c) for the extra cost of returning to **your home**, including returning **you** by air ambulance if this is medically necessary;
- d) in the event of death:
 - a) for conveyance of the body or ashes to the **United Kingdom** (the cost of burial or cremation is not included) or;
 - b) local funeral expenses abroad limited to £3,000;
- e) if **you** are a carer and fall ill and require to be hospitalised as an in-patient, **we** will pay up to £1,000 for a replacement carer to travel to look after the person **you** are caring for, provided this is medically necessary and agreed by International Medical Rescue;
- f) for a medical examination in the **United Kingdom**, up to £400, after having in-patient surgery in a hospital outside the **United Kingdom** during **your** trip;
- g) for necessary cosmetic surgery treatment in the **United Kingdom** up to £2,500, to correct damage to **your** soft facial tissue following an accident during **your** trip;
- h) for the cost of home help services or a registered nanny in the **United Kingdom**, up to £300, if **you** get written advice from a **medical practitioner** that **you** have to go into hospital or stay in bed immediately after being repatriated during **your** trip;
- i) to replace essential prescribed medication up to £300 that is lost, stolen or damaged on **your** trip;
- j) for additional cattery or kennel costs up to £500 **you** have to pay if for medical reasons **you** cannot return to **your home** in the **United Kingdom** as shown on **your** travel tickets.

NOTE – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the treating **medical practitioner** and International Medical Rescue; doctor agree that **you** can safely travel **home**. If the treating **Medical Practitioner** does not agree **you** can safely travel **home** he/she must produce medical evidence. If **you** refuse to return **home**, **we** have the right to stop cover.

YOU ARE NOT COVERED

- 1) for the first £150 of each and every incident per each insured person involved in the incident applicable to a), b), c) and d) above. The first £75 will apply to f), h) and i) above;
- 2) for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expenses incurred for illness, injury or treatment required as a result of:
 - a) surgery or medical treatment which in the opinion of the attending **medical practitioner** and International Medical Rescue; doctor can be reasonably delayed until **your** return to the **United Kingdom**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**;
- 4) for preventative treatment which can be delayed until **your** return to the **United Kingdom**;
- 5) if **you** have not obtained a written certificate of fitness and ability to travel and endure the trip where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;
- 6) for claims that are not confirmed as medically necessary by the attending **medical practitioner** or International Medical Rescue;
- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 10) for taxi fares not considered medically necessary, and where receipts have not been provided;

- 11) for telephone expenses;
- 12) for costs that arise over 12 months after a claim was first notified;
- 13) for costs where receipts are not produced;
- 14) for any claim under E):
 - a) for an examination which takes place after one month of **you** return to the **United Kingdom**;
 - b) for an examination which will be used against **us**, any of **our** agents or any insurer who provides the cover under any section of this policy;
- 15) for any claim under E) relating to an accident or illness that did not require surgery;
- 16) for any claim under E), F) and G) which does not relate to the accident that happened during **your** trip;
- 17) for any claim under F):
 - a) if **you** do not obtain a medical certificate from **your medical practitioner**, which says the treatment is necessary;
 - b) where **you** do not receive **your** cosmetic surgery treatment within three months of **your** return to the **United Kingdom**;
- 18) for any claim under G) if **you** needed or employed a home help or a registered nanny before **you** commenced **your** trip;
- 19) the cost of replacing medication **you** were using when **you** began **your** trip that is not lost, stolen or damaged;
- 20) for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 21) if **you** are undertaking a trip when travelling by air or sea if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 22) for anything mentioned in the General Exclusions.

SECTION 7 – MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- a) outside the **United Kingdom**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

Cover does not apply otherwise to trips within the **United Kingdom**. This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient (e.g. taxi fares and telephone calls). It does not provide compensation for loss of holiday enjoyment.

This is in addition to any medical expenses incurred under Section 6 - Medical Emergency Expenses.

YOU ARE COVERED FOR

- i) A benefit of £20 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of £1,000, in addition to any medical expenses incurred under Section 6 of this policy.
- ii) If **you** are a carer, a benefit of £20 for each complete 24 hours that the person **you** care for is in hospital as an in-patient in a registered hospital abroad up to a maximum of £1,000.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

YOU ARE NOT COVERED

- 1) if **you** are undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) unless the hospital admission is covered under the terms of the Medical Emergency Expenses section.
- 3) for anything mentioned in the General Exclusions.

SECTION 8 – UNITED KINGDOM EXPENSES

This section covers trips within the **United Kingdom**.

YOU ARE COVERED

Up to £1,000 for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

- 1) additional accommodation expenses incurred by **you** or one relative or friend remaining with **you**, including the increased cost of **your** return travel **home** and additional travelling expenses incurred by one relative or friend travelling to or with **you**;
- 2) expenses incurred in the event of **your** death for conveyance of the body or ashes to **your home**. (The cost of burial or cremation is not included).

YOU ARE NOT COVERED FOR

- 1) **you** undertaking a trip if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) anything mentioned in the General Exclusions.

SECTION 9 – PERSONAL PROPERTY

YOU ARE COVERED

1) PERSONAL BAGGAGE

Up to £2,000 for the value or repair of any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). Limited to £200 for all **valuables** in total, limited to £200 for single and/or a pair or set of articles.

NOTE – In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2) MOBILITY AIDS

Up to £2,500 in total for repairing or replacing **mobility aids** and necessary costs to hire other **mobility aids** if **your** own are damaged, stolen or destroyed.

3) DELAYED BAGGAGE

Up to £150 towards the cost of buying replacement necessities if **your** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under 3 (Delayed Baggage) will be refunded to **us** if **your personal baggage** proves to be permanently lost.

4) PERSONAL MONEY

Up to £400 (limited to £200 for cash losses) if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

NOTE – If **you** are aged under 16, claims under Personal Money are limited to £100 overall (cash £50).

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident (not applicable to 3, Delayed Baggage);
- 2) if **you** do not exercise care for the safety and supervision of **your** property;
- 3) for loss, destruction, damage or theft of **personal baggage, valuables** or **money** left **unattended** in a public place, or a place to which members of the general public have access;
- 4) if, in the event of loss, burglary, or theft of **personal baggage, valuables**, or **money**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 5) if **your personal baggage** and/or **mobility aids** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 6) for loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, mobile phones/smart phones and

or accessories, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDAs) and/or accessories, computers/games consoles (including handheld consoles)/laptops/iPads/computer tablets or similar and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products;

- c) due to wear and tear, denting or scratching, moth or vermin;
 - d) of **valuables** left as checked-in baggage.
- 7) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
 - 8) for **valuables** stolen from an **unattended** vehicle.
 - 9) for **personal baggage** and/or **mobility aids** stolen from:
 - a) an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
 - 10) for any shortages due to error, omission or depreciation in value;
 - 11) for any property more specifically insured or recoverable under any other source;
 - 12) if **you** do not get an estimate for repair for all damage claims, if possible **you** should keep the damaged item so that **we** can inspect them. If **we** make a payment or **we** replace an item, the original item will belong to **us**;
 - 13) for any loss of jewellery (other than wedding rings) while swimming, or partaking in any Sports and Activities;
 - 14) for anything mentioned in the General Exclusions.

SECTION 10 – LOSS OF PASSPORT EXPENSES

YOU ARE COVERED

Up to £200 for additional travel or accommodation expenses **you** incur abroad in obtaining a new passport, if **your** passport is lost or stolen.

YOU ARE NOT COVERED

- 1) if **you** do not exercise care for the safety or supervision of **your** passport;
- 2) if, in the event of loss, burglary or theft of **your** Passport **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 3) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) for anything mentioned in the General Exclusions.

SECTION 11 – PERSONAL LIABILITY

YOU ARE COVERED

Up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages caused by an accident that happened during the trip, which leads to a claim made against **you** for:

- 1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;
- 2) loss of or damage to any property which does not belong to, is not in the charge or control of **you**, or any member of **your** family, household or employee;
- 3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

YOU ARE NOT COVERED FOR

- 1) fines imposed by a Court of Law or other relevant bodies;
- 2) anything caused directly or indirectly by:
 - a) liability which **you** are responsible for, because of an agreement that was made;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles (other than wheelchairs, electric wheelchairs and mobility scooters), bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii) the carrying out of any trade or profession;

- iv) racing of any kind;
 - v) any deliberate act;
 - c) liability covered under any other insurance policy;
- 3) anything mentioned in the General Exclusions.

NOTE – If you are using a mechanical/motorised vehicle (except wheelchairs, electric wheelchairs and mobility scooters), make sure that you are adequately insured for third party cover, as you are not covered under this insurance.

SECTION 12 – HIJACK

YOU ARE COVERED

A benefit of £50 per full 24 hours up to a maximum of £1,000 for the duration of the **hijack**.

YOU ARE NOT COVERED

- 1) for business travel;
- 2) if **you** or **your** family or **your** business connections have engaged in activities that could be expected to increase the risk of **hijack**;
- 3) for anything mentioned in the General Exclusions.

SECTION 13 – MUGGING BENEFIT

YOU ARE COVERED FOR

A benefit of £50 per 24 hours up to a maximum of £1,000, in addition to any medical expenses incurred under Section 6 of this policy if **you** are mugged and, as a result of **your** injuries received from the **mugging**, are admitted as an in-patient to a registered hospital abroad.

YOU ARE NOT COVERED

- 1) if **you** do not obtain a police report of the **mugging** and confirmation of **your** injuries and period of in-patient treatment from the hospital;
- 2) for anything mentioned in the General Exclusions.

SECTION 14 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

1) SKI EQUIPMENT

Up to £500 for the value or repair of **your** own **ski equipment** (after making allowances for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your** trip, limited to £200 for any one item.

2) SKI HIRE

For £10 per day up to a maximum of £150 in all for the cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own **ski equipment** during the period of insurance.

3) DELAYED SKI EQUIPMENT

Up to £100 towards the cost of hiring replacement **ski equipment** necessities, if **your** own **ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- 2) if **you** do not exercise care for the safety and supervision of **your** own or **your** hired **ski equipment**;
- 3) if, in the event of loss, burglary, or theft of **your** own or **your** hired **ski equipment**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) if **your** own or **your** hired **ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your** own or **your** hired **ski equipment** stolen from:

- a) an **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
- b) an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
- 7) for anything mentioned in the General Exclusions.

SECTION 15 – SKI PACK

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

Up to £100 per week up to a maximum of £400 in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident;
- 2) for claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- 3) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 4) for anything mentioned under the General Exclusions.

SECTION 16 – PISTE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel. Cover is only available under this section between 1st December to 30th April in the Northern Hemisphere, and between 1st April and 31st October in the Southern Hemisphere.

If there is a lack of snow in **your** resort and it closes, which prevents **you** from skiing.

YOU ARE COVERED

- 1) for a benefit of £35 per day towards the costs **you** have to pay to travel to another resort, up to a maximum of £350; or
- 2) for a benefit of £35 for each full day **you** are unable to ski up to a maximum of £350, if **your** resort stays closed and there is no other resort available,

for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.

YOU ARE NOT COVERED

- 1) for claims where **you** have not obtained confirmation of resort closure from the local representative;
- 2) for claims where not all skiing facilities are totally closed;
- 3) for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) for anything mentioned in the General Exclusions.

SECTION 17 – AVALANCHE CLOSURE

This section of cover is only applicable if the appropriate Winter Sports premium has been paid for a Single Trip policy. Up to 17 days Winter Sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy for those persons aged under 71 years at date of travel.

YOU ARE COVERED

Up to £150 for additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

YOU ARE NOT COVERED

- 1) for anything mentioned under **YOU ARE NOT COVERED** of Section 3 – Missed Departure;
- 2) for anything mentioned in the General Exclusions.

SECTION 18 – LOSS AND HIRE OF GOLF EQUIPMENT

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

1) LOSS OF GOLF EQUIPMENT

Up to £1,000 for the value of **your** own **golf equipment** (after making allowances for wear and tear and depreciation) or hired **golf equipment** if they are lost, stolen or damaged (the value of repair will apply) during **your** trip, limited to £250 for any one item.

2) HIRE OF GOLF EQUIPMENT

Up to £75 per day up to a maximum of £375 for the cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **your** own **golf equipment** during the period of insurance.

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident;
- 2) for not exercising care for the safety and supervision of **your** own or **your** hired **golf equipment**;
- 3) if, in the event of loss, burglary, or theft of **your** own or **your** hired **golf equipment**, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
- 4) for **your** own or **your** hired **golf equipment** if it is lost, damaged or delayed in transit if **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written Carriers Report (or Property Irregularity Report in the case of an airline) or,
 - b) follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your** own or **your** hired **golf equipment** stolen from:
 - a) an **unattended** vehicle unless it was in the locked glove compartment rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 7) anything mentioned in the General Exclusions.

SECTION 19 – LOSS OF GREEN FEES

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

Up to £80 per day up to a maximum of £400 in total for the unused portion of **your** green fees costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

YOU ARE NOT COVERED

- 1) for claims where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 3) anything mentioned in the General Exclusions.

SECTION 20 – HOLE IN ONE

This section of cover is only applicable if the appropriate Golf premium has been paid.

YOU ARE COVERED

For a benefit of £100 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

NOTE – this benefit of £100 will only be payable once in any game.

YOU ARE NOT COVERED

- 1) if **you** do not produce written confirmation from the secretary of the club stating that the hole in one has been performed to the satisfaction of the club together with the original score card fully completed and duly signed;
- 2) for anything mentioned in the General Exclusions.

SECTION 21 – LEGAL COSTS AND EXPENSES

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited, Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

The following definitions of words and terms apply to section 21 only.

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

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person appointed by **us** to act on **your** behalf, subject to the **DAS Standard Terms of Appointment**.

Costs and expenses

a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**

b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

As per the geographical area on **your** policy schedule.

DAS Standard Terms of Appointment

The terms, conditions and remuneration that an **appointed representative** must agree to prior to acting on **your** behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it).

Period of insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

A law firm or barristers chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit at regular intervals. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

In all claims the prospects that **you** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **Reasonable prospects** will be assessed by **us** or a **preferred law firm** on **our** behalf.

We, us, our

DAS Legal Expenses Insurance Company Limited.

You/Your

Each insured person named on the insurance schedule.

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of cover.

YOU ARE COVERED

Personal Injury

We will pay an **appointed representative** on your behalf **costs and expenses** to represent you following a specific or sudden accident that causes your death or bodily injury to you.

provided that:

- 1) **reasonable prospects** exist for the duration of the claim; and
- 2) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- 3) any legal proceedings will be dealt with by a court, or other body which we agree to, within the **countries covered**; and
- 4) the insured incident happens within the **countries covered**; and
- 5) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000; and
- 6) the most we will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm**. The amount we will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 7) in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal; and before we pay the **costs and expenses** for appeals, we must agree that **reasonable prospects** exist
- 8) for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that **reasonable prospects exist**; and
- 9) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in **costs and expenses** is the value of the likely award; and
- 10) in the event of a claim, should you decide not to use the services of a **preferred law firm**, you will be responsible for any **costs** that fall outside of the **DAS Standard Terms of Appointment** and these will not be paid by us.

Legal advice service

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, we may need to call you back depending on the enquiry. Legal advice about countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and DAS will call you back within operating hours. To help us check and improve our service standards, we may record all calls.

To make a personal injury claim or request legal advice, please call **0344 893 9013**. We will not accept responsibility if the Legal advice service fails for reasons we cannot control.

Please do not ask for help from a lawyer or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

YOU ARE NOT COVERED FOR

1) Excluded claims:

- a) Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
- b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
- c) Clinical negligence
- d) Defending your legal rights, but defending a counter-claim is covered
- e) Any legal action against the travel agent, tour operator or carrier
- f) Any **costs and expenses** that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).

2) Late reported claims

A claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or we consider our position has been prejudiced.

3) Costs not agreed by us

Costs and expenses incurred before our written acceptance of a claim.

4) Court awards and fines

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.

5) Legal action not agreed by us

Any legal action that you take which we or the **appointed representative** have not agreed to, or where you do anything that hinders us or the **appointed representative**.

6) Defamation

Any claim relating to written or verbal remarks which damage your reputation.

7) A dispute with DAS

A dispute with us not otherwise dealt with under Condition 9.

8) Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

9) Litigant in person

Any claim where you are not represented by a law firm or barrister.

CONDITIONS

As well as the general conditions on page 26 the following conditions apply

1) Observance of policy terms

You must:

- (a) keep to the terms and conditions of this section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything we ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

2) Your legal representation

- a) On receipt of a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** is unable to negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, **you** may choose **your appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

3) Your responsibilities

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

4) Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim and **you** must not negotiate or agree to a settlement without **our** written consent
- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and conduct in **your** name the pursuit or settlement of any claim. **You** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all information and assistance required.

5) Assessment and recovery of costs

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

6) Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

7) Expert Opinion

We may require **you** to get at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8) Withdrawal of coverage

If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

9) Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

10) Claims under this section by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

11) Other insurances

If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

We may collect personal details, including **your** name, address and, on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

WHO WE ARE

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

HOW WE WILL USE YOUR INFORMATION

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

SECTION 22 – END SUPPLIER FAILURE INSURANCE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance SE (**The Insurer**).

The Insurer will pay up to £2,000 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, Isle of Man or Northern Ireland 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, Isle of Man or Ireland 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.

GENERAL EXCLUSIONS

YOU ARE NOT COVERED FOR

Anything directly or indirectly caused by:

- 1) **your** suicide or attempted suicide, deliberately injuring yourself, being under the influence of alcohol or drugs (unless prescribed by a **medical practitioner**), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
- 2) professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth of more than 30 metres or diving without a qualified diving instructor, dangerous pursuits;
- 3) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
- 4) air travel within 24 hours of scuba diving;
- 5) bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 6) any other loss connected to the event **you** are claiming for unless **we** specifically provide cover under this policy;
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
 - b) any act of terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
 - i) this exclusion will not apply to Section 5 –Personal Accident, Section 6 –Medical Emergency Expenses or Section 7– Medical Inconvenience Benefit, provided that the Insured Person suffering **Personal Accident** injury or illness has not participated in or conspired in such activities,
 - ii) provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.
 - c) any act of terrorism involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

- d) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;

You are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.

- 8) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
- b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

- 9) **you** riding a motorcycle:
 - a) without an appropriate licence or **you** are not wearing a helmet;
 - b) with an engine capacity in excess of 125cc.
- 10) **you** driving a motor vehicle without an appropriate licence or when not insured under a motor insurance policy.
- 11) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
- 12) manual work(except for working in a bar,nursing or fruit-picking which does not involve the use of heavy machinery);
- 13) taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- 14) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
- 15) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses, Section 7 – Medical Inconvenience Benefit and Section 8 – United Kingdom Expenses);
- 16) off-piste skiing except whilst under the supervision of a qualified guide/instructor;
- 17) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
- 18) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
- 19) **you** not following any suggestions or recommendations made by any government or other official authority during the period of insurance;
- 20) any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever;
- 21) any circumstances which **you** knew about before **you** purchased this insurance or at the time of booking **your trip** (whichever is the later) which could result in a claim;
- 22) any epidemic or pandemic, including but not limited to Coronavirus disease (COVID-19); severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation of these.

CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 7, 8, 13, 15 or 19 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.
4. **You** must take all steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original policy schedule must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **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.
9. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.
10. At the time of purchasing this insurance **you** will have been asked questions to enable **us** to assess **your** risk, failure to answer accurately and honestly could lead to **your** policy being invalid and all claims will be forfeited. These may include but are not limited to questions about **your** state of health or that of an **immediate relative** or any planned sports or activities.
If the answers given change after the policy was purchased **you** must notify **us** of this change.
11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
13. **You** must assist **us** to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Works and Pensions) by providing all details required and by completing any necessary forms.
14. Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

HOW TO MAKE A COMPLAINT

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

For complaints about claims **you** should contact:

FOR SECTIONS 1 - 20

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

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

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

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

FOR SECTION 21 - DAS Legal Expenses

phoning: **0344 893 9013**

emailing: **customerrelations@das.co.uk**

or writing to the Customer Relations Department: **DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

If **you** have any other type of complaint please refer to the Terms of Business enclosed with **your** policy or renewal.

Contact the Financial Ombudsman Service

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

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

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

You can also obtain information here:

www.financial-ombudsman.org.uk or call **0800 023 4567**

Using this complaints procedure will not affect **your** legal rights.

If **your** complaint relates to insurance purchased from **us** via electronic means, **you** are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on **your** behalf.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet our obligations **you** may be entitled to compensation under the scheme.

For further information see **www.fscs.org.uk** or call **020 77414100**

FOR SECTION 22 - END SUPPLIER FAILURE INSURANCE

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 0PR

Fax: (020) 8776 3751

Email: info@ipplondon.co.uk

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

More information can be found on their website – www.financial-ombudsman.org.uk. To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint please contact them at <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>.

To confirm whether you are eligible to ask the Financial Ombudsman Service to review your complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm

Alternatively, as LMIE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg

Telephone: (+352) 22 69 11 – 1 - email: caa@caa.lu

or

Service National du Médiateur de la consommation – Individual Consumers ONLY

Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg

Telephone: (+352) 46 13 11 - email: info@mediateurconsommation.lu

or

Médiateur en Assurances

ACA, 12, rue Erasme, L-1468 Luxembourg – Telephone: (+352) 44 21 44 1

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

Ageas Insurance Ltd. Privacy Policy Notice

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting your information

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

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

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If you object to this being done, then **we** will not be able to provide **you** with insurance.

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

Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies

and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share your personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if you object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

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

NOTES

Alpha Underwriting Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039
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www.ageas.co.uk
Registered in England and Wales No 354568

Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS).
This means that you may be entitled to compensation from the scheme if we cannot meet our obligation.
This depends on the type of business and the circumstances of the claim.
Further information about compensation is available from the FSCS at www.fscs.org.uk
or telephone 0207 741 4100 or 0800 678 1100
Address: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU



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Alpha Underwriting Limited are Underwriting Agents for Ageas Insurance Limited.