

goodtogoinsurance.com

sales: 0844 334 0160

(Calls cost no more than 7p per minute plus your phone company's access charge)

customer services: 01279 621662

claims: 0208 865 3062

medical emergencies: 0044 (0)208 865 3063

policy wording

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IMPORTANT NOTICE

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

POLICY WORDING

This contains full details of the cover provided plus the conditions and exclusions which apply. **You** must read this policy wording carefully.

CONDITIONS, EXCLUSIONS AND WARRANTIES

There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.

FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

PROPERTY CLAIMS

These claims are paid based on the value of the goods at the time **you** lose them and not on a "new for old" replacement cost basis. Claims for sports equipment damaged whilst in use is not covered (except for **ski equipment** if **you** have paid the appropriate winter sports premium). Loss or damage of property not belonging to **you** is also not covered (except for certain hired **ski equipment** if **you** have paid the appropriate winter sports premium).

POLICY LIMITS

Each section of **your** policy has a limit on the amount **we** will pay under that section. Some sections also include other specific limits, for example: for any one item or for **valuables** in total. **You** are advised to check this policy document if **you** intend taking expensive items with **you**. Items such as camcorders, jewellery etc, should be fully insured under **your** Household policy.

POLICY EXCESSES

Under most sections of the policy, claims will be subject to an **excess**. This means that **you** will be responsible for paying the first part of the claim. The amount **you** have to pay is the **excess**. Excesses are applied on a per person, per claim, per section basis.

REASONABLE CARE

You need to take all reasonable care to protect yourself and **your** property, as **you** would if **you** were not insured.

COMPLAINTS

This policy wording has in it a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint.

"COOLING OFF" PERIOD

We hope **you** are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with **your** requirements, please return it to the issuing agent within 14 days of receipt of **your** policy and they will refund **your** premium, provided **you** have not commenced **your trip** or made a claim.

BLOCK TRANSFERS

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

HAZARDOUS SPORTS AND ACTIVITIES

The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please refer to **Hazardous Pursuits** on pages 5, 6 & 7 of this policy wording.

GOVERNING LAW

Your policy is governed by the law applicable to where **you** reside within the **United Kingdom**.

HEALTH/MEDICAL CONDITIONS

The policy contains conditions related to 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 the cover being issued and **you** must be aware that the failure to disclose such matters will prejudice **your** position.

INTRODUCTION

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

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/14/01/221 issued by the Insurer Astrenska as Underwriting Agents for Ageas Insurance Limited. Ageas Insurance Limited Registered in England: No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA Register number is 202039) and the Prudential Regulation Authority. Astrenska is a trading name of Collinson Insurance Services Limited, Registered number: 758979, Registered in England & Wales; Registered Office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

Collinson Insurance Services Limited's parent company is The Collinson Group Limited; Registered number: 2577557; Registered in England & Wales; Registered Office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA Register number is 311883).

You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

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

Your policy is governed by English Law.

ADJUSTMENT FEES

Any midterm adjustments that involve amendments to or cancellation of a policy outside of the 14 day cool-off period may be subject to an administration fee of up to £10.00.

THE TERMS OF ANY INSURANCE THAT WE ARRANGE ON **YOUR** BEHALF WILL BE BASED UPON THE INFORMATION PROVIDED BY **YOU** TO **US**. IF **YOU** ARE A CONSUMER (AN INDIVIDUAL BUYING INSURANCE WHOLLY OR MAINLY FOR PURPOSES UNRELATED TO **YOUR** TRADE, BUSINESS OR PROFESSION) **YOU** MUST TAKE REASONABLE CARE TO ANSWER ALL QUESTIONS PUT TO **YOU** ABOUT YOUR PROPOSED INSURANCE FULLY, HONESTLY AND TO THE BEST OF **YOUR** KNOWLEDGE. IF **YOU** DO NOT UNDERSTAND THE MEANING OF ANY QUESTION, OR IF **YOU** DO NOT KNOW THE ANSWER, IT IS VITAL THAT YOU TELL **US**. ONCE COVER HAS BEEN ARRANGED, **YOU** MUST IMMEDIATELY NOTIFY **US** OF ANY CHANGES TO THE INFORMATION THAT HAS BEEN PREVIOUSLY PROVIDED. THE MOST SERIOUS CONSEQUENCE OF FAILING TO PROVIDE FULL AND ACCURATE INFORMATION BEFORE **YOU** TAKE OUT INSURANCE, OR WHEN **YOUR** CIRCUMSTANCES CHANGE, COULD BE THE INVALIDATION OF **YOUR** COVER. IN THAT INSTANCE IT WOULD MEAN THAT A CLAIM WILL BE REJECTED.

HEALTH/EXISTING MEDICAL CONDITIONS

This policy is primarily designed for travellers with existing medical conditions and their travelling companions. For the purposes of this insurance, **you** are considered to have an existing medical condition if **you** answer "Yes" to any part of the following question, which **you** were asked when **you** applied for insurance with **us**:

Have **you** or are **you** or anyone in **your** party;

1. taken any prescribed medication, or received any medical treatment in the last 2 years;
2. attended a **medical practitioners surgery**, or hospital or clinic (out-patient or in-patient) in the last two years;
3. awaiting medical treatment or investigation;
4. been diagnosed by a **medical practitioner** as suffering from a terminal illness.

NOTE: All existing medical conditions must be disclosed as well as any previous medical conditions which could have an impact on **your** current health

Please note:

1. **You** must be fit to undertake **your** planned **trip**;
2. **You** must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad;
3. **We** will cover **you** for existing medical conditions **you** have declared to **us** and which **we** have accepted in writing. These medical conditions are set out in the "Medical Declaration";
4. **You** must declare all existing medical conditions as well as any previous medical conditions which could have an impact on **your** current health. If **you** declare some existing conditions and not others **your** policy may be cancelled or treated as if it never existed and or **your** claims may be rejected or not fully paid.
5. **We** will not cover **you** if **your** state of health was worse than **you** declared to **us** at the time **you** purchased this policy;
6. Please check that the information set out in the "Medical Declaration" is correct. If not, **you** must call goodtogoinsurance on **0844 334 0160** (Calls cost no more than 7p per minute plus your phone company's access charge) to tell **us**. If the information is incorrect your policy may be cancelled or treated as if it never existed and or your claims may be rejected or not fully paid.
7. **Your** policy may be cancelled or treated as if it never existed and or **your** claims may be rejected or not fully paid if a claim is made relating to a medical condition, illness or injury of the Insured Person(s), or any person who **your** travel depends on, which **you** or they knew about before **you** bought this insurance, or which develops before **your outward journey** where **we** have not been notified.

Travelling When Pregnant

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

By Air

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

By Sea

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

By Car, Coach and Train

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

Non-travelling relatives

If **you** have a non-travelling **close relative** with an existing medical condition who dies or falls seriously ill, and as a result **you** wish to cancel or **curtail your trip**, **you** will be covered only if the relative's Medical Practitioner states that at the time insurance was taken out he/she would not have foreseen such a serious deterioration in his or her patient's condition.

Change in your State of Health

After taking out this policy, **your** state of health may deteriorate or **you** may develop a new medical condition. If this occurs before **you** travel **you** must tell **us** by calling the Goodtogo call-centre. **We** have the right to increase **your** premiums or refuse to cover **you** on **your trip**.

Waiting list

If **you** are currently on a waiting list for treatment or investigation, **our** policy will not provide cover for Cancellation or **Curtailement** under the following circumstances:-

- **You** receive an appointment for treatment or investigation which conflicts with **your** planned trip, or
- As a result of the awaited treatment or investigation **you** become unable to travel on **your** planned trip.

Being on a waiting list for treatment or investigation does not affect cover whilst **you** are away for medical conditions which have been declared to, and agreed by, **us**. Should **you** become aware of a change in **your** diagnosis before **you** travel, please notify **us** immediately. If **you** are awaiting an initial diagnosis for symptoms **you** are currently experiencing, **we** are unable to provide cover until **you** have a confirmed diagnosis.

Reciprocal Health Agreements

Some countries have a reciprocal health care agreement with the UK (e.g the countries in the EU, Switzerland, Australia and New Zealand).

UK residents are entitled to necessary medical treatment on a temporary visit to a European Union country, Iceland, Liechtenstein, Norway or Switzerland free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

You can apply for an EHIC at **your** local post office, by calling 0300 330 1350 or online at www.dh.gov.uk/travellers

If **you** use the EHIC and this results in a reduction in the medical bills **we** have to pay, **we** will waive the **excess** on **your** claim.

Please note that this policy covers many costs which are not covered by reciprocal health agreements. For example, such agreements do not cover the cost of repatriation, additional accommodation costs or the cost of a relative or friend to stay behind, or travel from the **UK**, to accompany **you home** if **you** are ill. Moreover, the cost of prescriptions or emergency dental treatment are often excluded.

Australia

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

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

IMPORTANT CONDITIONS

GEOGRAPHICAL LIMITS

UNITED KINGDOM

England, Scotland, Wales and Northern Ireland

EUROPE 1 (RESTRICTED EUROPE)

Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, but excluding Spain, The Canaries, Turkey, Cyprus, Malta, Egypt, Israel, Libya, Algeria, Jordan, Syria and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the **United Kingdom**, the **United Kingdom** shall be considered Europe 1.

EUROPE 2

Same as Europe 1 but including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland.

WORLDWIDE 1 (RESTRICTED WORLDWIDE)

Means anywhere in the world except USA, Canada and the Caribbean

WORLDWIDE 2

Means anywhere in the world

IMPORTANT NOTES

1. This policy is only available to residents of the **UK**. **You** must have resided in the **UK** for no less than 6 months, have a permanent **UK** address and be registered with a **UK** General Practitioner.
2. This policy is only valid for **trips** commencing in and returning to the **UK**.
3. There will be no refund of premium if **you** cancel this policy more than 14 days after purchase i.e. outside the "cooling-off" period, as detailed on Page 1 of this policy wording.
4. Cover must be issued and effected prior to departing the **UK**.

AGE LIMITS

Single Trip Policies

None

Annual Multi-Trip policies

None

MAXIMUM PERIOD OF INSURANCE

Single Trip Policies

94 days

Annual Multi-Trip policies

Any number of **trips** in the policy year but with a maximum limit of 31 days in any one **trip**.

DEFINITIONS

The following words and expressions used in this policy shall mean as follows when they appear in bold type;

We/Us/Our

Astrenska as Underwriting Agents for Ageas Insurance Limited.

You/Your

Each Insured Person named in the Schedule of cover and limits.

Trip

The period between leaving **your home** to commence travel on the **outward journey** and returning to **your home** in the **UK** after **your Return Journey** (including the period of **your** stay away from **home** between these two events).

Curtail/Curtailment

Return early to **your home** after the commencement of the **outward Journey**.

Golf Equipment

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

Home

Your permanent residence in the **United Kingdom**.

Close Relative

Mother, father, sister, brother, wife, husband, 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.

Close Business Associate

Any person in the same employment as **you** whose absence from work necessitates **you** having to cancel **your trip** as certified by **your** Senior Director or Partner.

Family

A single parent or two parents travelling together with their child or children (under 18 years) for whom they are the legal guardians and who all reside together.

Loss of Limb

Total loss of use by physical severance at or above the wrist or ankle.

Loss of Sight

The complete and permanent **loss of sight** in one or both eyes.

Medical Practitioner

A registered practising member of the medical profession who is not related to **you** or to **your** travelling companion, or any person **you** intend to stay with.

Personal Money

Cash, postal and money orders and lift passes (in respect of winter sports **trips** where the appropriate premium has been paid), held by **you** for social, domestic and pleasure purposes.

Mobility Aids

Wheelchair, motorised wheelchair, mobility scooter, walking frame, prosthetic limb, walking stick or crutches.

Period of Insurance

The **period of insurance** for all sections except Section 1 - Cancellation commences when **you** leave **home** in the **UK** to start **your trip** and ends when **you** have returned to **your home** in the **UK**. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **you** are able to return.

The period of insurance under Section 1 Cancellation for single trip insurance commences when the premium has been paid and ends when you depart the UK on **your outward journey**. For Annual Multi Trip insurance, Section 1 – Cancellation commences from the start date of the policy or the date **your trip** is booked, whichever is the latter.

NOTE: **You** must have a pre-booked return flight and the policy must cover the whole duration of **your** trip for **your** insurance to be valid.

If **you** have chosen an Annual Multi Trip Insurance, the **outward journey** from, and **return journey** to, **your home** in the **UK** must be pre-booked prior to the **outward journey** and take place during the start and end date of the insurance as shown on the Schedule of cover and limits. The total duration of any one **trip** is limited to a maximum of 31 days and any **trip** exceeding this duration will not be covered in whole or in part. **Trips** within the British Isles must involve at least 2 nights pre-booked **accommodation** away from **your** normal place of residence in order to be insured by this policy. If the Winter sports extension has been taken, winter sports trips are limited to a maximum of 17 days in total.

Personal Accident

Accidental bodily injury caused solely and directly by external, violent and visible means.

Personal Property

Suitcases, or other luggage carriers and their contents taken on **your trip** together with articles worn or carried by **you** for **your** individual use during **your trip**, (excluding items mentioned in the exclusions).

Unattended

Left away from **your** person where **you** are unable to clearly see or retrieve **your Personal Property, Personal Money** or Passports, Tickets and Documents (unless packed in the locked boot of a vehicle whilst **you** are travelling in it).

Excess

The first part of a loss **you** will have to pay as detailed on **your** Schedule of Cover and limits. Excesses are applied on a per person, per claim, per section basis

Permanent Total Disablement

Disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement.

Manual Work

Physical labour (NOT involving the use of tools or machinery) or exposure to risk that could give rise to **your** bodily injury or illness.

Hazardous Pursuits

Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity.

Psychiatric Condition

A mental or addictive condition, including, but not limited to alcoholism, drug addiction or eating disorders.

Public Transport

Train, Coach, Taxi, Bus, Aircraft and Sea Vessel on which **you** are a fare-paying passenger.

Redundancy

Redundancy of a person covered under this policy who is under 65 years of age, who has been employed for two continuous years with the same employer at the time of being made redundant and where **you** qualify for payment under current **Redundancy** payment legislation.

Ski Equipment

Skis (including bindings), ski boots, ski poles and snowboards.

Ski Pack

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

UK/United Kingdom

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe 1.

Valuables

Jewellery, articles made of gold, silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3/4 or mini-disc players, ebook readers, musical instruments, furs, or leather clothing, (excluding footwear).

Geographical Area

The area (as detailed in the Geographical Limits of the policy wording) or country shown on **your** Schedule of cover and limits and for which the appropriate premium has been paid.

Strike or Industrial Action

Organised action taken by a group of workers which prevents the supply of goods and services on which **your trip** depends.

Hijack

The unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which **you** are travelling as a fare-paying passenger.

Outward Journey

The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with **your trip** in respect of **your** international outbound journey from **your** home, hospital, nursing home or place of business in the **UK**.

Return Journey

The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with **your trip** in respect of **your** international inbound journey to **your home**, hospital, nursing home or place of business in the **UK**.

IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS

DATE RECOGNITION FAILURE

This policy contains exclusions for losses arising from equipment failing to recognise the correct calendar date. Please read the general exclusions for further details.

EXTENSION OF COVER

If **you** request any extension of the **period of insurance** after the commencement of travel **you** must advise **us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this Policy and **your** policy must not have expired.

FRAUD

If any person makes any misrepresentation or concealment in obtaining this Policy or in support of any claim the insurance by this Policy will be void.

HAZARDOUS PURSUITS

You are not covered for taking part in any **Hazardous Pursuits** unless it is listed below and **you** have paid the required premium where appropriate. In respect of **Hazardous Pursuits** categories B to C, the maximum age limit is 75. If **you** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below, please contact the selling agent who will contact **us** to see if **we** can provide cover. Please note that under Section 11 - Personal Liability **you** will not be covered for liability whilst participating in any hazardous pursuit or anything caused directly or indirectly by **your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

Cover for the following activities that are considered to be **Hazardous Pursuits** is included provided they are incidental to the trip (not sole purpose) and for recreational purposes only, not for competitions or any professional activity, subject to the following endorsement:

HAZARDOUS PURSUITS ENDORSEMENT:

The exclusion of **Hazardous Pursuits** in the General Exclusions is deleted only with respect to cover under Section 2 - **Curtailed** and Section 6 - Medical and Repatriation Expenses for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis, provided that; **you** ensure the activity is adequately supervised, that appropriate safety equipment (such as protective head wear, life jackets etc.) are worn at all times and **you** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**.

The acceptable **Hazardous Pursuits** list is:-

Category A

Your insurance automatically covers **you** for the following activities:-

- Aerobics
- Angling
- Archery
- Badminton
- Bamboo Rafting (only on inland waters or coastal waters within a 12 mile limit of land)
- Banana Boating
- Baseball
- Basketball
- Beach games
- Blade Skating
- Board Sailing (only on inland waters or coastal waters within a 12 mile limit from land)
- Body Boarding/Boogie Boarding (only on inland waters or coastal waters within a 12 mile limit from land)
- Bowls
- Catamaran Sailing (inland waters only) European Waters only
- Clay Pigeon Shooting
- Cricket
- Croquet
- Cross Country Running
- Curling
- Cycling (but not BMX and mountain bikes)
- Dinghy Sailing (inland waters only) within a 12 mile limit from land
- Dragon Boat Racing
- Fell walking, rambling and trekking
- Fishing
- Sea Fishing
- Fruit or Vegetable Picking (under 3 metres)
- Glass Bottom Boats
- Goalball
- Golf
- Handball
- Hobbie Catting (only on inland or coastal waters within a 12 mile limit from land) European Waters only
- Ice-skating (rink only)
- Jet Boating
- Jet Skiing
- Jogging
- Kite Boarding
- Kite Surfing
- Motorcycling up to 50cc (Excluding Quad biking)
- Netball
- Non-Manual Labour – excluding Animal Sanctuary/Refuge work
- Parascending (towed by boat)
- Rafting, canoeing and kayaking (including white water up to grade 3)
- Pilates
- Pony Trekking
- Power Boating (non-competitive)
- Rackets
- Racquet Ball
- Roller skating
- Rounder's
- Scuba diving (up to 18 metres)
- Snooker, pool and billiards
- Snorkelling
- Softball
- Spinning
- Squash
- Surfing
- Swimming (in a pool or inland waters or coastal waters within a 12 mile limit from land)
- Swimming with dolphins
- Table tennis
- Ten Pin Bowling
- Tennis

- Trampolining
- Trekking/Hiking up to 2000 metres
- Tubing
- Tug of War
- Volleyball
- Wakeboarding
- Walking
- Water Polo
- Water-skiing (only on inland waters or coastal waters within a 12 mile limit from land)
- Windsurfing (only on inland waters or coastal waters within a 12 mile limit from land)
- Yachting, boating, sailing and rowing (only on European waters)

The following Category activities are not covered by this insurance unless an additional premium has been paid and the schedule of cover and limits shows the cover has been provided. If the additional premium has been paid, the activities are covered provided they are incidental to the trip (not sole purpose) and for recreational purposes only, not for competitions or any professional activity, and subject to the above endorsement:

Category B

Provided **you** have paid the appropriate premium, **you** will be covered for all of the activities listed in Category A plus the following activities:-

- Breathing Observation Bubble (BOB) up to 18 metres
- Bungee Jump - No Personal Accident cover
- Camel/Elephant Riding
- Charity Rallies (No Racing)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledging
- Farm Work (manual, excluding the use of powered machinery)
- Fencing
- Fives
- Flying a private plane or small aircraft
- Flying as a passenger in a private or small aircraft
- Football/Soccer
- Go Karting up to 250cc
- Gorilla Trekking
- Gymnastics
- Hiking (between 2,000 and 6,000 metres altitude)
- Hockey
- Horse riding over 7 days (no Polo, Hunting or Jumping)
- Hot Air Ballooning
- Hydro Zorbing
- Kayaking European waters only
- Manual Work (ground level only, no machinery)
- Motorcycling (between 51cc – 125cc, no racing) as a rider or passenger when wearing a helmet, provided the rider holds an appropriate UK licence
- Paint Balling
- Passenger Sledge
- Quad Biking (no racing) under 125cc as a rider or passenger when wearing a helmet, provided the rider holds an appropriate UK licence
- Safari (not involving use of firearms)
- Scuba Diving (between 18 and 30 metres)
- Sea Canoeing/Kayaking – inland waters only European waters only
- Trekking (between 2,000 and 6,000 metres altitude)
- White Water Canoeing/Rafting/Kayaking (Grade 4)
- Wind Tunnel Flying

Category C

Provided **you** have paid the appropriate premium, **you** will be covered for all of the activities listed in Categories A and B, plus the following activities:-

- Abseiling
- Devil Karting
- Dirt Boarding
- Fell Running/Walking
- Gaelic Football
- Glacier Skiing
- Gliding
- Hurling
- Ice Fishing
- Kendo (Training only)
- Kick Boxing (Training only)
- Lacrosse
- Manual Work (ground level only including the use of light hand held machinery)
- Martial Arts (Training only)
- Motor Cycling over 125cc. Must have a full Clean Licence and be over the age of 25 years as a rider or passenger when wearing a helmet (Excluding Quad biking)
- Octopush/Water Hockey
- Off Piste Skiing (with a professional guide/instructor within recognised resort areas)
- Outdoor Endurance Events
- Roller Hockey
- Rugby
- Shark Diving (Cage)
- Shinty
- Sail Boarding
- Sand Boarding
- Sand Dune Surfing/Skiing
- Sand Yachting

- Skate Boarding
- Ski-Dooing
- Ski Run Walking
- Ski Yawing
- Skiing (Cross Country)
- Skiing
- Skiing (Dry Slope)
- Skiing, Big Foot
- Sledging
- Snow Blading
- Snow Boarding
- Snow Bobbing
- Snow Carting
- Snow Decking
- Snow Go Karting up to a 125cc
- Snow Parascending
- Snow Scooting
- Snow Shoe Walking
- Snow Shoeing
- Snow Tubing
- Snow Zorbing
- Snow Kiting
- Snow Mobiling
- Snowboarding (Dry Slope)
- Snowcat Driving
- Snowcat Skiing
- Tree Top Canopy Walking
- White Water Canoeing/Rafting/Kayaking (Grade 5 to 6)
- Yachting (racing/crewing) – including outside Coastal waters but within European waters

When **you** have paid the appropriate additional premium for Scuba Diving, the following endorsement applies:-

SCUBA DIVING ENDORSEMENT:

Scuba diving to a maximum depth of 18 metres (see Category A) or 30 metres (see category B) will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **your** fitness to dive.

JURISDICTION

Unless specifically agreed to the contrary this insurance shall be subject to English Law.

LIMIT OF COVER

Each section of the schedule of cover and limits shows the most **you** can claim but other limits may apply. For example, under Section 8 - Personal Property there is a limit for any single item and a total limit for all **valuables**. **We** will work out how much **we** will pay **you** for **personal property** claims based on the value of the items at the time of the loss, including wear and tear, not the cost of replacing them.

LOOKING AFTER YOUR BELONGINGS

Many claims for loss or theft are caused by people being careless with their belongings. If **you** do not take good care of **your** belongings, it can be upsetting and inconvenient for **you** and **we** may not pay **your** claim.

Please note that if the Schedule of cover and limits shows NIL cover then that section of the policy is not applicable to the insurance cover **you** have purchased

OTHER INSURANCES

We will not be liable in respect of any claim where the event leading to the claim is insured by any other existing Policy or Policies, except in respect of any amount beyond that which is payable under such other Policy or Policies.

PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment.

DATA PROTECTION

Introduction

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

PROTECTION OF YOUR PERSONAL DATA

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

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

TELEPHONE CALLS

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

RENEWAL OF ANNUAL TRAVEL INSURANCE POLICIES

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

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

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

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

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

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

We are unable to automatically renew **your** policy if **you** have any existing medical conditions.

SECTION 1 - CANCELLATION

We will pay

Up to the amount shown in the schedule of cover and limits for the cost of **your** travel and/or accommodation arrangements (including pre-booked excursion up to a maximum limit of £250) which **you** have paid and are not refundable, or **you** have contracted to pay, and which **you** have had to necessarily and unavoidably cancel before **you** commence **your trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

1. the death, accidental bodily injury, illness or being subject to quarantine of (a) **you**, (b) any person **you** were intending to travel or stay with, (c) a **close relative** of **yours** or of any person **you** were intending to travel with or (d) a **close business associate** of **yours**; or
2. **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
3. **your redundancy** or the **redundancy** of any person **you** were 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; or
4. **your home** being made uninhabitable or **your** 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, or the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business; or
5. **your** passport, or the passport of any person **you** were intending to travel with being stolen during the seven days before **your** booked date of departure;
6. **your** carer (provided he or she is insured on this policy) having to cancel his/her **trip** with **you** due to one of the reasons stated above. If **you** wish to continue **your trip**, **we** will pay up to £1,000 in total for the costs of extra accommodation and transport to replace **your** original carer;
7. **you**, an immediate relative of **yours** or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. if **you** do not obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
3. for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
4. for any extra charges from the company **you** booked travel or accommodation with because of **your** failure to notify them immediately it was found necessary to cancel;
5. for prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority;
7. for any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
8. for **your** disinclination to travel or continue **your trip** or any loss of enjoyment on **your trip**;
9. The cost of any visa required in connection with **your** trip
10. for **you** undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy when travelling by air;
11. Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
12. for anything mentioned in the General Exclusions.

SECTION 2 - CURTAILMENT

We will pay

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

1. the value of that portion of **your** travel and/or accommodation arrangements (including pre-booked excursion up to a maximum limit of £250) paid for before **your trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if **you** have to **curtail your trip** and return to **your home** earlier than planned due to:
 - a. the death, accidental bodily injury or illness of:
 - i. **you** or any person **you** are travelling with;
 - ii. **your close relative** resident in the **UK**;
 - iii. **your close business associate** resident in the **UK**
 - 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** booked **trip**, due to loss or theft of **your** passport, or that of any person **you** are travelling with.The amount paid by **us** in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs.
2. reasonable additional travelling expenses incurred by **you** to return to **your home** (including Economy Class travel) earlier than planned for a reason stated in cover (1) of this section.
3. **your** carer, providing he or she is insured on this policy having to **curtail** their **trip** with **you** due to one of the reasons covered above. If **you** wish to continue **your trip**, **we** will pay up to £1,000 in total towards additional travel and accommodation costs to replace **your** original carer
4. **you**, an immediate relative of **yours** or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. if **you** do not obtain a medical certificate from a **medical practitioner**, confirming that **curtailment** of the **trip** is medically necessary;
3. for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
4. for prohibitive regulations by the Government of any country;
5. where a theft of a passport has not been reported to the relevant authority,
6. for any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
7. for **your** disinclination to continue **your trip** or any loss of enjoyment on **your trip**;
8. The cost of any visa required in connection with **your trip**
9. for **you** undertaking a trip, if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy when travelling by air;
10. Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
11. for anything mentioned in the General Exclusions.

SECTION 3 - MISSED DEPARTURE

This section does not apply to **trips** within the **UK**

We will pay

Up to the amount shown in the schedule of cover and limits for necessary and reasonable travel and accommodation expenses required to reach **your** booked destination, prior to commencement of **your outward journey** or **return journey**, if;

1. the vehicle **you** are travelling in to reach **your** international departure point breaks down or is involved in an accident, or
2. the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.
3. **you** being delayed as a result of a major accident on a motorway.

We will not pay

1. if **you** did not allow sufficient time for **your** journey to the airport or port to catch the booked flight or sailing;
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. 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;
5. unless **you** obtain confirmation from the police or motoring authorities to confirm a major accident on a motorway causing delays or closure on the motorway;
6. unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
7. for anything mentioned in the General Exclusions.

SECTION 4 - TRAVEL DELAY

This section does not apply to **trips** within the **UK**

We will pay either

1. Up to the amount shown in the schedule of cover and limits for the first full 12 hours **you** are delayed and up to the amount shown in the schedule of cover and limits for each further full 12 hours **you** are delayed up to the maximum amount shown in the schedule of cover and limits in all, or
2. up to the amount under the cancellation section of this policy shown in the schedule of cover and limits (after deduction of the **excess** shown in the schedule of cover and limits per insured person) if **you** abandon the **trip** (on the **outward journey** only) after the first full 12 hours due to the delay of your outward or return flight, sea crossing, coach or train departure to or from the UK for more than 12 hours beyond the booked departure time as a result of:
 - a. **strike or industrial action** (provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed)
 - b. adverse weather conditions, if the underlying and continuing cause; or
 - c. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel

We will not pay

1. for the **excess** shown in the schedule of cover & limits per insured person; (applicable to 2 above, abandonment claims only)
2. if **you** do not check-in for the flight, 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 duration and the cause of 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 anything mentioned in the General Exclusions.

NOTE

This section applies for delays only at the final point of international departure point from and to the **UK**.

SECTION 5 - PERSONAL ACCIDENT

We will pay

Up to the amount shown in the schedule of cover and limits for the following benefits, to **you** or **your** legal personal representative, if **you** suffer an accident during **your trip** which, within 12 months after the date of that accident, is the sole cause of **your** death or disability:

1. Death;
2. **Loss of limb**, total and permanent **loss of sight** in one or both eyes;
3. **Permanent total disablement**
(for persons aged under 16 or over 75 at the time of the accident, the death benefit will be limited to funeral expenses up to £1,500 and there will be no cover for **permanent total disablement**)

We will not pay

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

1. **your** sickness, disease, medical condition, treatment, illness or physical or mental condition that is gradually getting worse;
2. pregnancy;
3. an injury which existed prior to the commencement of the **trip**;
4. any claims under this section not notified to **us** within 12 months of the date of the accident;
5. anything mentioned in the General Exclusions.

CONDITION: You cannot claim under more than 1 of 'We will pay' 1, 2 or 3 above.

SECTION 6 - MEDICAL & REPATRIATION EXPENSES (NOT PRIVATE HEALTH INSURANCE)

We will pay

Up to the amount shown in the schedule of cover and limits for costs incurred outside the **UK** that have been authorised by the emergency assistance company;

1. for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to £350;
2. for reasonable and necessary 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**;
3. in the event of death:
 - a. for conveyance of the body or ashes to the **UK** (excluding the cost of burial or cremation) or;
 - b. local funeral expenses abroad limited to £1,500;
4. Hospital Benefit - up to the amount shown in the schedule of cover and limits for each 24 hour period that **you** are in hospital as an in-patient up to the limit shown in the schedule of cover and limits in total during the journey.
5. Loss of Medication - up to a maximum of £300 for the necessary and reasonable cost of replacing essential medication lost or stolen during **your trip**.

United Kingdom trips only:

If **you** sustain actual bodily injury or suffer illness whilst on a trip within the United Kingdom **we** will indemnify **you** up to £1,000 against expenses **you** necessarily incur inside the United Kingdom for cover operative under 2 and 3a above (transportation of remains, not burial or cremation) are concerned.

NOTE

This is NOT a private health insurance.

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 the emergency assistance company Medical Practitioner agree that **you** can safely travel **home**. If **you** refuse to return **home**, **we** have the right to stop covering **your** expenses.

Before a claim for emergency expenses can be submitted under this section, **you** must contact the emergency assistance company.

If **you** are taken into hospital, or **you** think that **you** may have to come **home** early, be repatriated or extend **your** journey because of illness or accident, the emergency assistance company must be told immediately.

If during **your trip** **you** become ill or are injured:

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
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 the emergency assistance company Medical Practitioner can be reasonably delayed until **your** return to **your** home country if this is **your** usual country of residence;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home** country if this is **your** usual country of residence;
4. for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
5. for preventative treatment which can be delayed until **your** return to **your home** country if this is **your** usual country of residence;
6. if **you** travel against medical advice or with the intention of obtaining medical treatment or consultation abroad;
7. if, in the event of a claim and where required, **you** are unable to obtain from a medical practitioner, a written certificate of fitness and ability to travel and endure the **trip** at the time of paying the final balance of **your trip**;
8. for claims that are not confirmed as medically necessary by the attending Medical Practitioner or the emergency assistance company;
9. 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;
10. for any additional hospital costs arising from single or private room accommodation unless medically necessary;
11. for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
12. for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
13. for taxi fares not considered medically necessary, and where receipts have not been provided;
14. for the costs of phone calls other than the first call to tell **us** about the medical problem;
15. Costs where receipts are not produced
16. for costs that arise over 12 months after a claim was first notified;
17. for **you** undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy by air;
18. for anything mentioned in the General Exclusions.

SECTION 7- ADDITIONAL MEDICAL EXPENSES

If **you** undergo surgery which is covered under Section 6 of this policy, involving a minimum in-patient stay of at least 5 days in a hospital outside the **UK** during **your trip**,

We will pay

1. Recuperation holiday
up to the amount shown in the schedule of cover and limits for the travel and accommodation costs of another holiday to recuperate from **your** surgery within 3 months of **your** return to the **UK** from **your trip**;
2. **UK** Medical Examination
up to the amount shown in the schedule of cover and limits for the costs of a Medical Examination in the **UK** within 3 months of **your** return to the **UK** from **your trip**;
3. **Home** Help or Nanny
Up to the amount shown in the schedule of cover and limits per day up to the limit shown in the schedule of cover and limits for the necessary and reasonable costs of employing a **home** help or registered nanny if **you** are hospitalised or need to stay in bed at home immediately after being repatriated on the advice of a registered **medical practitioner**;
4. Cosmetic Surgery
up to the amount shown in the schedule of cover and limits for the reasonable costs of cosmetic surgery as recommended by a **medical practitioner** to correct damage to **your** soft facial tissue caused by an accident sustained during **your trip**;
5. Kennel & Cattery Cover
up to the amount shown in the schedule of cover and limits for the necessary and reasonable additional cattery or kennel costs if **you** have to return **home** later than originally booked for medical reasons covered under Section 6 of this policy.

We will not pay

1. for any claim which does not directly relate to an accident or illness suffered during **your trip**;
2. for any costs which the emergency assistance company has not authorised;
3. if **you** needed home help or a registered nanny before **you** began **your trip**;
4. for anything mentioned in the General Exclusions and under the We will not pay part of Section 6 – Medical and Repatriation Expenses..

SECTION 8 - PERSONAL PROPERTY

We will pay

1. Personal Property

Up to the amount shown in the schedule of cover and limits for the intrinsic value or cost of repair of any of **your own personal property** (not hired, loaned or entrusted to **you**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for the following items is:

- For all **valuables** in total limited to the amount shown in the schedule of cover and limits;
- For any single article, pair and/or set of articles limited to the amount shown in the schedule of cover and limits;
- For all prescription spectacles limited to the amount shown in the schedule of cover and limits.

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. Delayed Baggage

Up to the amount shown in the schedule of cover and limits for the cost of buying replacement necessities if **your own personal property** 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 2 (Delayed Baggage) will be deducted from **your** claim if **your personal property** proves to be permanently lost.

3. Personal Money

Up to the amount shown in the schedule of cover and limits (cash is limited to the amount shown on **your** schedule of cover and limits) 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 (limited to £50 for cash losses).

We will not pay

1. for the **excess** shown in the schedule of cover and limits of each and every incident per each insured person involved in the incident (not applicable to Delayed Baggage claims);
2. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. for loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
4. if, in the event of loss, burglary, or theft of **personal property, 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 property** is lost, damaged or delayed in transit, and **you** do not 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) within 7 days of discovery of damage or loss;
6. for loss, destruction, damage or theft:
 - a. from confiscation or detention by customs or other officials or authorities;
 - b. of contact lenses, dentures, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, pictures, typewriters, telephones (including mobile phones and smart phones), computers/games consoles (including handheld consoles), laptops, tablets, netbooks, Personal Digital Assistants (PDA's), ipads and computers 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, satellite navigation systems (GPS) and or/accessories;
 - 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 property** stolen from:
 - a. an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
 - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am;
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. for the cost of replacement locks;
13. for anything mentioned in the General Exclusions.

SECTION 8A – EXTENSION TO SECTION 8 PERSONAL PROPERTY - GADGET COVER

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

We will pay

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

We will not pay

1. for the **excess** shown in the schedule of cover and limits of each and every incident per each insured person involved in the incident;
2. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. for loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
4. if, in the event of loss, burglary, or theft of **your laptop, tablet or mobile phone** and you do not report this to the police within 48 hours, and do not obtain a written police report;
5. for loss, destruction, damage or theft:
 - a. from confiscation or detention by customs or other officials or authorities;
 - b. due to wear and tear, denting or scratching, moth or vermin;
 - c. of your **laptop, tablet and mobile phone** left as checked-in baggage;

6. for **laptops, tablets or mobile phones** stolen from:
 - a. an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
 - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am;
7. for any shortages due to error, omission or depreciation in value;
8. for any property more specifically insured or recoverable under any other source;
9. for anything mentioned in the General Exclusions.

SECTION 9 - MOBILITY AIDS

We will pay

Up to the amount shown in the schedule of cover and limits if **your mobility aid** (see under Definitions) is lost, stolen or damaged during **your trip**, for the reasonable cost of repair or, if it is beyond economical repair, the reasonable cost of replacement after deducting an amount for fair wear and tear. In addition, **we** will pay the cost of temporary hire during **your trip**.

NOTE: Any amount **we** pay **you** for temporary hire of a **mobility aid** will be deducted from **your** claim if it proves to be permanently lost or damaged.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for damage due to normal wear and tear;
3. for any item more specifically insured or losses recoverable under any other source;
4. for **mobility aids** not owned by **you** other than costs incurred during **your trip** for temporary hire;
5. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
6. for anything mentioned in the General Exclusions and under the We will not pay part of Section 8 - Personal Property.

SECTION 10 - LOSS OF PASSPORT & DOCUMENTS

We will pay

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

1. the reasonable costs in obtaining a replacement passport (or travel document) to enable **you** to return to the **United Kingdom** following the accidental loss or theft of **your** Passport whilst outside the **United Kingdom**;
2. the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following accidental loss or theft.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities;
3. 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;
4. for loss of or theft from an **unattended** vehicle at any time. ;
5. for anything mentioned in the General Exclusions.

SECTION 11 - PERSONAL PUBLIC LIABILITY

We will pay

Up to the amount shown in the schedule of cover and limits, for **your** legal expenses and legal liability for damages due to an accident that happened during **your trip** for:

1. accidental bodily injury to a third party who is not a member of **your** family, household or employed by **you** or in **your** service;
2. loss of or damage to property belonging to a third party which does not belong to and is not in the charge or control of **you**, or any member of **your** family, household or employee or anyone in **your** service;
3. damage to **your** temporary holiday accommodation (subject to the **excess** shown in the schedule of cover and limits for property damage) that does not belong to **you**, or any member of **your** family, household or employee or anyone in **your** service.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for legal expenses or damages resulting from an injury to **your** employee, a member of **your** family or anyone in **your** service or household or damage to the property of **your** employee, a member of **your** family or household or anyone in **your** service;
3. for fines imposed by a Court of Law or other relevant bodies;
4. for anything caused directly or indirectly by:
 - a. liability which **you** are responsible for, because of an agreement **you** have entered into;
 - b. injury, loss or damage arising from:
 - i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles (other than wheelchairs, electric wheelchairs or 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;
 - d. for anything mentioned in the General Exclusions or Hazardous Pursuits section of this policy wording.

IMPORTANT NOTE

This section does not cover any claim resulting from the ownership or use of motorised vehicles. **You** need to take out separate motor insurance cover if **you** intend to drive a car or other vehicle during **your** trip.

SECTION 12 - LEGAL COSTS AND EXPENSES

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

Definition of words that apply to this section of cover

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

Insured person, you, your - any person shown on the Policy Schedule as being insured under this policy.

We, our, us - the Insurer and Lexceteras Limited

We will pay

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

We will not pay

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

Conditions

1. **We** shall have complete control over the legal proceedings and the appointment and control of a lawyer. **We** shall appoint a lawyer on **your** behalf with the expertise necessary to pursue **your** claim.
2. **You** must follow the lawyer's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.
3. **We** must have access to any and all of the lawyer's file of papers.
4. **We** may include a claim for **our** legal costs and expenses.

SECTION 13 - CATASTROPHE

We will pay

Up to the amount shown in the schedule of cover and limits, if **you** are forced to move from **your** pre-booked and pre-paid accommodation outside of the **United Kingdom** as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive occurring while **you** are abroad and which is confirmed in writing by local or national authority for the additional irrecoverable travel or accommodation costs necessarily incurred to continue with **your** pre-paid **trip** or, if the **trip** cannot be continued, for **your** return to the **United Kingdom**.

We will not pay

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

SECTION 14 - HIJACK

We will pay

Up to the amount shown in the schedule of cover and limits for each full 24 hours of delay up to the limit shown in the schedule of cover and limits in all if **you** are prevented from reaching **your** scheduled destination as a result of **Hijack** of the aircraft or ship on which **you** are travelling.

Please note compensation is only payable if no claim is made under Section 1 - Cancellation or Section 4 - Travel Delay.

You must produce independent evidence in writing in support of any claim.

We will not pay

1. For anything mentioned in the General Exclusions.

SECTION 15 - SCHEDULED AIRLINE FAILURE & DYNAMIC PACKAGING COVER

SUPPLIER FAILURE

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

What is covered:

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

1. Irrecoverable sums paid in advance in the event of insolvency of the Scheduled Airline, Hotel, Train Operator including Eurostar, Car Ferries; Villas Abroad & Cottages in the UK; Coach Operator, Car Hire Company, Caravan Sites, Campsites, Mobile Home, Camper Rental, Safaris; Excursions; Eurotunnel; Theme Parks such as Disney Land Paris all known as End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure or
2. In the event of insolvency after departure:
 - a. additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard of transport as enjoyed prior to the curtailment of the 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 transport as enjoyed prior to the curtailment of the arrangements.

Provided that:

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

What is not covered:

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

CLAIMS PROCEDURE FOR SECTION 15 ONLY:

International Passenger Protection claims **only** - any occurrence which may give rise to a claim should be advised promptly and in any event within 14 days to:

International Passenger Protection Claims Office:

IPP House
22-26 Station Road,
West Wickham,
Kent
BR4 0PR
Telephone: +44 (0)20 8776 3752
Facsimile: +44 (0)20 8776 3751
Email: info@iplondon.co.uk

IPP will only accept claims submitted up to six months after the failure.
Any claims submitted after the six month period will **not** be processed.

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

COMPLAINTS PROCEDURE FOR SECTION 15 ONLY:

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

Please telephone us on: (020) 8776 3750.

Or write to:

The Customer Services Manager
International Passenger Protection Limited,
IPP House, 22-26 Station Road,
West Wickham,
Kent BR4 0PR
Fax: (020) 8776 3751
Email: info@iplondon.co.uk

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

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. If our investigations take longer, a full response will be given within four weeks or an explanation of IPP's position with time-scales for a full response. Having followed the above procedure, if you are not satisfied with the response you may write to:

Policyholder and Market Assistance

Lloyd's
One Lime Street
London EC3N 7HA
Email: complaints@lloyds.com

In addition, you have the right to contact the Financial Ombudsman Service at the following address if you are an Eligible Complainant (See definition below)

The Financial Ombudsman Service,
Exchange Tower,
London.
E14 9SR
Telephone: (020) 7964 1000
Email: complaint.info@financial-ombudsman.org.uk

Please make sure that you always quote the details of your Policy Number to help your enquiry to be dealt with efficiently.

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

Definitions

What is an Eligible Complainant?

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

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

SECTION 16 - TRAVEL DISPUTES PROFESSIONAL FEES

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

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

- All potential claims must initially be reported to **our** Claims Notification and Advice Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.
- **Claims Helpline Service – 01384 377000**
- This is a policy where **you** must notify **us** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy. Failure to do so could mean that **we** decline to pay a claim for **your** Professional Fees.

- Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought in a United Kingdom or European Union (EU) country's Court Jurisdiction.
- If **you** can convince **us** that there are sensible prospects of being successful in **your** claim and that it is reasonable for Professional Fees to be paid **we** will;
- take over the claim on **your** behalf
- appoint a specialist of **our** choice to act on **your** behalf.

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

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

Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

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

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

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

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

DEFINITIONS

Specific to This Section Of Cover

Agent

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

Authorised Professional

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

Claims Specialist

Our own claims panel solicitor or claims handler.

Court

A Court, tribunal or other competent authority.

Event

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

Excess

The first £35 of each and every claim.

Holiday

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

Insured Person

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

Insurer

This insurance is arranged by Ancile Insurance Group Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance 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.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Legal Proceedings

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

Claim Limits

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

Period of Insurance

The **Period of Insurance** shown in the Schedule of cover and limits.

Policyholder, You, Your

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

Pre-Booked Accommodation

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

Professional Fees

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

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

Schedule of cover and limits

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

Standard Professional Fees

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

Territorial Limits

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

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

COVER

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

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

What is covered:

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

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

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

What is not covered:

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

22. Any claim arising from stress or psychological related condition.
23. Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.
24. Fees payable to the Appointed Professional that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
25. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
26. Legal Proceedings between an Insured Person and a central or local government authority.
27. Any matter in respect of which an Insured Person is entitled to Legal Aid.
28. Any claims made or considered against **us**, the Agent or Authorised Professional used to handle any claim.
29. Any claims relating to cosmetic treatment, surgery or tanning.
30. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.

Conditions:
Specific to This Section of Cover

Alteration of Risk

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

Observance

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

Claims

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

We will give such consent if **you** can satisfy **us** that there are sufficient prospects of success in pursuing **your** claim and that it is reasonable for Professional Fees to be paid and **you** have paid the **Excess**.

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

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

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

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

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

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

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

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

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

Representation

We will take over and conduct in **your** name the prosecution, pursuit, or settlement of any claim. The Authorised Professional nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

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

Where **you** have elected to use **your** own nominated Authorised Professional **you** will be responsible for any Professional Fees in excess of **our** Standard Professional Fees.

Conduct of Claim

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

Recovery of Costs

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

Fraud

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

Data Protection

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

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

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

Reasonable Care

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

Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to **Your** Agent within fourteen (14) days of issue and We will refund **Your** premium provided **You** have not submitted a claim. The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

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

Acts of Parliament

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

Arbitration

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

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Notification and Advice Helpline

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

Law

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

COMPLAINTS PROCEDURE FOR SECTION 16

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

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North, The Waterfront, Brierley Hill West Midlands DY5 1XF

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

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

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

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

Tel: 0800 023 4567

www.financial-ombudsman.org.uk

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

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

SECTION 17 - ENHANCED TRAVEL DELAY

This section is only applicable if the appropriate premium has been paid and does not apply to **trips** within the **UK**

We will pay

Up to the amount shown in the schedule of cover and limits for the first full 12 hours **you** are delayed and up to the amount shown in the schedule of cover and limits for each further full 12 hours **you** are delayed up to the limit shown in the schedule of cover and limits in all.

We will not pay

1. if **you** do not check-in for the flight, sea crossing, coach or train departure before the intended departure time;
2. if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay;
3. 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;
4. for anything mentioned in the General Exclusions.

NOTE

This section applies for delays only at the final point of international departure point from and to the **UK**.

WINTER SPORTS EXTENSION

This cover is provided only if **you** are aged under 76 and have paid the premium required. Below are the details of the winter sports cover provided by this extension.

You will be covered under all sections for the following winter sports; Big foot skiing, Cross country/Nordic skiing, Dry slope skiing and snowboarding, Skiing, Sledging, Snowboarding, Snow kiting, Snow mobiling* and snow shoeing.

*Snow mobiling is covered only under Sections 1, 5 and 6 and **we** do not cover any claims under any other section resulting from bodily injury or damage to property that may arise from **your** use of sledges, skidoos or powered vehicles of any kind. No cover is provided for any form of ski racing, ski jumping, ice hockey or any other winter sport activity not listed above.

SECTION 18 - SKI EQUIPMENT

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

We will pay

1. SKI EQUIPMENT

Up to the amount shown in the schedule of cover and limits for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your trip**, limited to the amount shown in the schedule of cover and limits for any one item.

Please note:

Claims for owned **ski equipment** will only be calculated as follows:

- Up to 12 months old 85% of purchase price
- Up to 24 months old 65% of purchase price
- Up to 36 months old 45% of purchase price
- Up to 48 months old 30% of purchase price
- Up to 60 months old 20% of purchase price
- Over 60 months old Nil

2. SKI HIRE

Up to the amount shown in the schedule of cover and limits up to the limit shown in the schedule of cover and limits, in all for the reasonable 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 the amount shown in the schedule of cover and limits 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.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person (except for Benefits 2 & 3);
2. if **you** do not exercise reasonable 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 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 19 – SKI PACK

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

We will pay

Up to the amount shown in the schedule of cover and limits, 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.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for claims that are not confirmed as medically necessary by the emergency assistance company and 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** for Section 6 - Medical & Repatriation Expenses;
4. for anything mentioned under the General Exclusions.

SECTION 20 – PISTE CLOSURE

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

Cover is only available under this Section between 1st December to 30th April. If there is a lack of snow in **your** resort and it closes, which prevent **you** from skiing:

We will pay

1. for a benefit of £35 per day towards the costs **you** have to pay to travel to another resort, up to the amount shown in the schedule of cover and limits, or
2. for a benefit of £35 for each full day **you** are unable to ski up to the amount shown in the schedule of cover and limits, 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**.

We will not pay

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 21 - LOSS AND HIRE OF GOLF EQUIPMENT

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

We will pay

1. Loss of **golf equipment**
Up to the amount shown in the schedule of cover and limits, for the value of repair of **your own golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **your trip**, for any single article limited to the amount shown in the schedule of cover and limits,
2. Hire of **golf equipment**
Up to the amount shown in the schedule of cover and limits per day, up to the limit shown in the schedule of cover and limits, for the reasonable 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**.

We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person (except for Benefit 2);
2. if **you** do not exercise reasonable 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 golf 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 golf 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 Carrier's 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 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 9 pm and 9 am;
 - c. for anything mentioned in the Conditions and General Exclusions.

SECTION 22 - LOSS OF GREEN FEES

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

We will pay

Up to the amount shown in the schedule of cover and limits per day, up to the limit shown in the schedule of cover and limits, 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 play 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.

We will not pay

1. for claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to play golf and unable to use the golf facilities;
2. for anything mentioned under **you** are not covered for Section 6 – Medical & Repatriation Expenses;
3. for anything mentioned under the General Exclusions.

SECTION 23 - HOLE IN ONE

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

We will pay

Up to the amount shown in the schedule of cover and limits, 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 will only be payable once in any game.

We will not pay

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 under the General Exclusions.

SECTION 24 - MISSED CONNECTION

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

We will pay

Up to the amount shown in the schedule of cover and limits for additional transportation and/or accommodation expenses incurred:

1. to join **your** connecting Aircraft, Watercraft, Train or Motor vehicle or
2. to get **you** to **your** pre-booked final destination; should **you** miss **your** pre-booked connecting Aircraft, Watercraft or Train departure;

as the result of the cancellation or delay of 3 or more hours of **your** pre-booked Aircraft, Watercraft or Train on **your** initial international **outbound** or **return journey** due to adverse weather, mechanical breakdown or technical fault.

Conditions

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

We will not pay for:

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

GENERAL EXCLUSIONS RELATING TO SECTIONS 1-14 AND 17-24

WE WILL NOT PAY FOR;

Anything directly or indirectly caused by:

1. **your** suicide or attempted suicide, deliberately injuring yourself or being under the influence of drink or drugs (unless prescribed by a Medical Practitioner). Alcoholism or other alcohol related illnesses (unless declared to **us** and accepted in writing), drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
2. **you** not complying with the health/existing medical conditions section of this policy wording;
3. professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 18 metres, or 30 metres or 40 metres unless the appropriate premium has been paid, scuba diving without a qualified instructor, or hazardous pursuits unless the appropriate additional premium has been paid;
4. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
5. air travel within 24 hours of scuba diving;
6. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under Section 15 - Scheduled Airline Failure & Dynamic Packaging Cover extension for non-packaged holidays where the appropriate premium has been paid;
7. any other loss connected to the event **you** are claiming for unless **we** provide cover under this policy;
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. any claim arising as a result of:
 - 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;
 - i. this exclusion will not apply to Section 5 – Personal Accident or Section 6 – Medical and Repatriation Expenses, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities.
 - b. any act of terrorism not involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents:
 - i. this exclusion will not apply to Section 5 – Personal Accident or Section 6 – Medical and Repatriation Expenses, 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 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;
10. **you** riding on a motorcycle or any mechanically assisted cycle with an engine capacity in excess of 50cc and in any event if **you** fail to wear a crash helmet and have not paid the appropriate additional premium;
11. Quad biking unless **you** have paid the appropriate additional premium. In any event, Quad biking in excess of 125cc;
12. **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
13. 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;
14. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid);
15. **your manual work** (unless the appropriate additional premium has been paid);
16. any hazardous occupation of any kind;
17. taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
18. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
19. the 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 & Repatriation Expenses);
20. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel;
21. Claims arising from **your** wilful, malicious or unlawful acts;
22. Winter sports of any kind (Unless the appropriate premium has been paid). If the appropriate Winter sports premium has been paid, the following General Exclusions will apply:
 - a. off-piste skiing except whilst under the supervision of a qualified guide/instructor and within recognised resort areas;
 - b. ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
 - c. ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
23. any claim arising directly or indirectly from you failing to provide full and accurate information including full details of medical conditions or changes to **your** health or anyone's health on which **your trip** depends that **you** knew about before **your trip** commenced and has not been agreed in writing by us;
24. **You** being compulsorily detained as a psychiatric patient in a hospital or other medical facility. This exclusion applies whether a premium to cover a existing condition has been paid or not;
25. The closure of UK or International airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any country;
26. Any circumstances that are known at the time of purchasing this insurance or at the time of booking **your trip**, whichever is latest, which could reasonably be expected to give rise to a claim;
27. 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.

CONDITIONS RELATING TO SECTIONS 1-14 AND 17-24

1. No payment will be made under Sections 1, 2, 5, 6, 7, 9, 19 and 22 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 reasonable 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 Schedule of cover and limits 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. The terms of any insurance that **we** arrange on **your** behalf will be based upon the information provided by **you** to **us** or to **your** insurers. If **you** are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to **your** trade, business or profession) **you** must take reasonable care to answer all questions put to **you** about **your** proposed insurance fully, honestly and to the best of **your** knowledge. If **you** do not understand the meaning of any question, or if **you** do not know the answer, it is vital that **you** tell **us**. Once cover has been arranged, **you** must immediately notify **us** of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before **you** take out insurance, or when **your** circumstances change, could be the invalidation of **your** cover. In that instance it would mean that a claim will be rejected.
11. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expenses or liability **we** will not pay more than **our** proportional share (not applicable to the Personal Accident section).
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.

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY OR REPATRIATION

Medical Emergencies and returning early to the United Kingdom

If **you** have an emergency during **your** trip and require medical treatment while outside the **United Kingdom**, or if **your** journey is cut short (**curtailment**) or **you** have to return early to the **United Kingdom**, or **you** are in any of the circumstances listed in sections 2, 6 and 7, **you** must phone The Emergency Assistance Company as soon as possible and quote **your** Policy number:

If **you** have a medical emergency, please call 0044 (0)208 865 3063

These lines are open 24 hours a day.

Fax: 0044 (0)1444 410 164

The Emergency Assistance Company will provide immediate help if **you** are ill or injured outside the **United Kingdom**. They provide a 24-hour emergency service 365 days a year.

When contacting the above **you** will need to quote **your** Policy Number, the name of **your** agent, **your** name, address, telephone number and confirm that **you** are insured with Goodtogo.

WHAT TO DO IN THE EVENT OF A CLAIM

(Please see Sections 15 & 16 for specific claims procedures relating to these sections)

For all other Sections except for Legal Costs and Expenses:-

On **your** return **home**, in the first instance, please obtain a claim form from www.intana-assist.com/claims, alternatively write or telephone for a claim form to:-

INTANA, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN

Tel: 0208 865 3062

Email: quality@intana-assist.com

For **Claims** under Section 12 – Legal Costs and Expenses – Please contact:

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

Tel: 0208 865 3121

Fax: 01406 493083

Email: Enquiries@lexceteras.co.uk

Calls may be monitored or recorded for training purposes. Please quote **your** policy number, the name of **your** agent and state under which section(s) a claim is being made. This will ensure **we** send **you** the correct claim form(s).

CANCELLATION OR CURTAILMENT

If **you** cancel **your** trip for medical reasons, obtain a claim form and **your** own **medical practitioner** should complete the Certificate on the claim form. If the **trip** is curtailed for medical reasons, obtain a medical certificate from the treating **medical practitioner** in the locality where the incident occurred.

You must:

1. Keep receipts or account for all expenses incurred;
2. In the event of cancellation immediately notify the Tour Operator or the Travel Agency where **your** trip was booked and obtain a cancellation invoice;
3. Telephone the claims number shown above as soon as **you** know that there is a possibility of **your** trip not taking place;
4. Obtain authorisation from the 24 Hour Medical Emergency Service or from **us** before incurring any expenses in curtailing **your** holiday.

MEDICAL AND OTHER EXPENSES (PLEASE SEE WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY FOR CASES INVOLVING MORE THAN SIMPLE OUTPATIENT TREATMENT).

1. **you** must keep receipts or accounts for all expenses incurred.
2. **you** should pay the hospital/clinic/Medical Practitioner for routine or simple out-patient treatment and claim back on **your** return to the **United Kingdom**. If **you** think the level of treatment is excessive or costs are likely to exceed £250 please consult the 24 Hour Medical Emergency Service for guidance.

PERSONAL ACCIDENT

1. Obtain a medical certificate from the treating **medical practitioner**.
2. In the event of a death **we** will require a Death Certificate.

DELAY & MISSED CONNECTION

1. Obtain a letter from the Airline, Railway Company or Shipping Line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

PERSONAL POSSESSIONS, SPORTS & BUSINESS EQUIPMENT

1. For all loss or damage in transit claims, including delayed **Personal Possessions** report to the Airline, Railway or Shipping Line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. In all circumstances, **you** must retain receipts or vouchers for items lost or damaged as these will help **you** to substantiate **your** claim.
4. In the case of lost or misplaced **Personal Possessions** on the **outward journey**, **you** must produce receipts for the purchase of essential replacement items.
5. **you** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **your** Courier or Hotel/Apartment Manager whenever it is appropriate.

MONEY, PASSPORTS, TICKETS OR DOCUMENTS

1. **you** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **your** Courier or Hotel Apartment Manager whenever it is appropriate.
2. **you** must enclose confirmation from **your** bank or bureau de change of the issue of foreign currency. In the case of Sterling **you** must produce documentary evidence.
3. For a lost or destroyed Passport **you** need to supply **us** with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the Passport.

PERSONAL LIABILITY

1. **you** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
2. **you** must give **us** notice in writing immediately **you** or **your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section 11 of this Policy.

LEGAL EXPENSES

1. **You** must notify **us** within 180 days of the event giving rise to **your** claim in respect of Legal Expenses.

ALL OTHER SECTIONS

You must notify **us** within 30 days of the event giving rise to **your** claim with full documentary support.

COMPLAINTS PROCEDURE FOR ALL SECTIONS OTHER THAN 16

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:

The Claims Director

INTANA, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Tel: +44 (0)208 865 3062.

If **you** have any other type of complaint please contact **our** Customer Relations Manager at www.ancileinsurance.com/contact-us/ or at Ancile Insurance Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex, CM20 2NQ

Financial Ombudsman Service

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

Their address is:

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR.

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

You can visit the Financial Ombudsman Service website at www.fos.org.uk

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

Financial Conduct Authority

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

Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA Register number is 202039) and the Prudential Regulation Authority.

Astrenska is a trading name of Collinson Insurance Services Limited, Registered number: 758979, Registered in England & Wales; Registered Office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

Collinson Insurance Services Limited's parent company is The Collinson Group Limited; Registered number: 2577557; Registered in England & Wales; Registered Office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA Register number is 311883).

You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme

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

If **we** fail to carry out our responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 0207 741 4100