



## CONTENTS

### IMPORTANT INFORMATION:

### PAGE NUMBER:

•	What to do if <b>YOU</b> need to make a claim	3
•	Medical Emergencies	3
•	Health & Pre-Existing Medical Conditions	4
•	General Exclusions	8
•	Complaints Procedures	16, 19 & 21

### SECTIONS OF COVER:

### PAGE NUMBER:

•	Section A	Cancellation or Curtailment	9
•	Section B	Medical & Other Expenses	9
•	Section C	Personal Accident	9-10
•	Section D	Travel Delay & Missed Departure	10
•	Section E	Personal Possessions	10-11
•	Section F	Personal Money	11
•	Section G	Passport	11
•	Section H	Personal Liability	11
•	Section I	Legal Expenses	11-12
•	Section J	Catastrophe	12
•	Section K	Hijack	12
•	Section L	Petcare	12
•	Section M	Scheduled Airline Failure	12-13
•	Section N	Winter Sports Extension	13-14
•	Section O	Business Equipment	14
•	Section P	Golf Equipment	15
•	Section Q	Wedding Cover	15-16
•	Section R	Travel Disputes Professional Fees	16-19
•	Section S	Natural Catastrophe	19-21

# Policy Wording

**YOUR** attention is drawn to important features of **YOUR** policy including:

- **INSURANCE CERTIFICATE:**

**YOU** should read this document carefully as it gives **YOU** full details of what is and what is not covered and the conditions of the cover.

- **CONDITIONS, EXCLUSIONS & WARRANTIES:**

conditions and exclusions will apply to individual sections of this policy while general exclusions, conditions and warranties will apply to the whole of the policy.

- **HEALTH/PRE-EXISTING MEDICAL CONDITIONS:**

This policy will not pay for any claims arising from pre-existing medical conditions or if **YOU** (meaning anybody insured by this policy) are awaiting or undergoing treatment or **YOU** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or tests results or treatment.

Additionally, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting, a close relative, travelling companion or person with whom you intend to stay whilst on **YOUR** trip will not be covered.

If **YOU** require medical attention in a country with a reciprocal health care agreement with the UK such as the countries of the European Union, Switzerland, Australia and New Zealand **YOU** must ensure that the medical treatment **YOU** obtain is provided wherever possible at hospitals or by doctors working within the terms of the agreement.

- **HAZARDOUS PURSUITS, DANGEROUS SPORTS OR PASTIMES:**

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 see the hazardous pursuits in the policy under Important Information and Conditions Applying to All Sections.

- **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 are not covered. Loss or damage of property not belonging to **YOU** is also not covered.

- **POLICY LIMITS:**

Most sections of **YOUR** policy have limits 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 insurance certificate 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 **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**.

- **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 insurance certificate 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 this certificate, this insurance does not meet with **YOUR** requirements, please return it to your issuing agent within 14 days of receipt of your policy and **WE** will refund **YOUR** premium, provided **YOU** have not travelled 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.

**SCHEME NAME: INSUREWITHEASE**  
**SCHEME NO: HIS2011/ONE/177/T**

Dear Traveller,

This policy wording is to confirm that those persons who have paid the required premium are insured under contract number **HIS2011/ONE/177/T**. This document gives the full terms and conditions of **YOUR** policy and **YOU** should read it carefully to make sure that **YOU** understand what **YOU** are and are not covered for.

This insurance contract is between **YOU** and Mapfre Asistencia trading in the **UNITED KINGDOM** under the name of Mapfre Asistencia, with registered office at 5<sup>th</sup> Floor, Alpha House, 24a Lime Street, London, EC3M 7HS; and corporate tax number 680/1807623857. Mapfre Asistencia is authorised by the Financial Services Authority (FSA) to operate in the **UNITED KINGDOM** according to the right of freedom of establishment of the European Union and the European Economic Area (EEA) legislation.

Mapfre Asistencia, Compania Internacional de Seguros y Reaseguros has registered offices in Spain, which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of Mapfre Asistencia S.A, through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Direccion General de Seguros y Fondo de Pensiones). Mapfre Asistencia has integral reserves in Spain and has registered to operate in the following branches:

**BRANCH 1 ACCIDENTS:** by Decree of the Ministry of Economy issued on June 4, 2003.

- **BRANCH 9 OTHER DAMAGE TO PROPERTY:** by Decree of the Ministry of Economy issued on August 1, 2010.
- **BRANCH 13 GENERAL CIVIL LIABILITY:** by Decree of the Ministry of Economy issued on November 26, 2003.
- **BRANCH 16 MISCELLANEOUS FINANCIAL LOSS:** by Decree of the Ministry of Economy issued on October 7, 2002.
- **BRANCH 17 LEGAL EXPENSES:** by Decree of the Ministry of Economy issued on October 7, 2002.
- **BRANCH 18 ASSISTANCE:** by Decree of the Ministry of Economy issued on November 30, 1989

The Policy Wording sets out in full details of the cover provided and is only valid if attached to a Schedule of Cover (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and a valid Confirmation Email or Schedule of Cover detailing the premium, **GEOGRAPHICAL AREA**, period of cover and persons insured.

#### **MAPFRE ASISTENCIA IS AUTHORISED BY THE FINANCIAL SERVICES AUTHORITY.**

This is **YOUR** insurance policy and contains all the information **YOU** need to know about **YOUR** Travel Insurance. However, this policy is only valid once a valid Confirmation Email or Schedule of Cover showing proof of payment of premium is attached.

Please read this policy carefully and remember this travel insurance is designed to cover most events which may happen during **YOUR** trip, but **WE** cannot cover all expenses and possibilities. **YOU** will find full details of the cover and the conditions and exclusions in the policy. If **YOU** have any queries, or if **YOU** require additional cover please contact the agent who sold this policy to **YOU**. If **YOU** need to make a claim or declare a health condition please call the relevant numbers shown in this policy.

#### **WHAT TO DO IF YOU WISH TO MAKE A CLAIM (PLEASE SEE SECTIONS M, R AND S FOR SPECIFIC CLAIMS PROCEDURES RELATING TO THESE SECTIONS) FOR ALL OTHER SECTIONS:**

On **YOUR** return home, in the first instance, please obtain **YOUR** claim form from **WWW.ONECLAIMS.COM**, alternatively write or telephone for a claim form to:

ONE CLAIMS LIMITED, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP

**TEL: 01992 708 728**  
**FAX: 01992 450 717**  
**E-MAIL: MAIL@ONECLAIMS.COM**



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).

#### **PLEASE DO NOT FORWARD ANY DOCUMENTS WITHOUT THE COMPLETED CLAIM FORM.**

**IMPORTANT:** To assist **YOU** in making **YOUR** claim, please read below.

Please read the claim form carefully and ensure that **YOU** provide all the documentation requested. Failure to fully complete the claim form or forward all the requested documentation in support of **YOUR** claim will prevent **US** from reviewing **YOUR** claim. Please note that additional information or documentation may be required to substantiate **YOUR** claim if it is considered necessary.

#### **24HR EMERGENCY MEDICAL ASSISTANCE SERVICE**

Contact the Emergency Medical Assistance Service on:

**TEL: +44(0)207 748 6478**

Ref: InsurewithEase

**YOU** can use this service outside the **UNITED KINGDOM** during your journey. If **YOU** have a medical emergency please contact Mapfre Asistencia as soon as possible.

Mapfre Asistencia doctors and nurses and other technical support staff are on call 24 hours a day throughout the year. **YOU** may reverse the call charges when using this service. Please give Mapfre Asistencia **YOUR** age and **YOUR** policy certificate number.

The service is available if medically necessary and when **YOU** have a valid policy certificate. It includes:

- a guarantee to pay hospital or doctors fees;
- a translation service;
- repatriation arrangements to send **YOU** home by land, sea or air (accompanied by a nurse or doctor if necessary);
- necessary travel arrangements for **YOUR** next-of-kin or the person with whom **YOU** are travelling (if covered under this policy); and
- an ambulance service to a hospital or nursing home or **YOUR HOME** when **YOU** arrive in the **UNITED KINGDOM** (if necessary)

#### **OUTPATIENT TREATMENT**

For simple out-patient costs **YOU** should settle the clinic bill directly and claim this back upon **YOUR** return.

#### **RECIPROCAL HEALTH AGREEMENTS EU, EEA OR SWITZERLAND**

If **YOU** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland, **YOU** are strongly advised to obtain a European Health Insurance Card (EHIC) application from **YOUR** local Post Office. **YOU** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030. This will entitle **YOU** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **WE** will not apply the deduction of **EXCESS** under Section B - Medical and Other Expenses.

#### **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 call Mapfre Asistencia for guidance.

If **YOU** are admitted to hospital contact must be made with Mapfre Asistencia as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact Mapfre Asistencia on telephone number +44(0)207 748 6478.



## IMPORTANT DECLARATION

### PRE-EXISTING MEDICAL CONDITIONS

This policy will not pay for any claims arising from pre-existing medical conditions or if **YOU** (meaning anybody insured by this policy) are awaiting or undergoing treatment or **YOU** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or tests results or treatment.

Additionally, any claim arising directly or indirectly from a **PRE-EXISTING MEDICAL CONDITION** affecting, a close relative, travelling companion or person with whom you intend to stay whilst on **YOUR** trip will not be covered.

With respect to **CANCELLATION** cover the exclusion applies to **YOUR** state of health at the time **YOU** applied for this insurance and the policy was issued. With respect to **CURTAILMENT** cover and Medical cover **WE** will only pay for claims that arise from a new injury or illness that first happens after **YOU** have started the insured trip.

If **YOU** do suffer a new injury or illness after taking out this insurance but before starting **YOUR** trip (this is known as a change in circumstance) **YOU** will only be covered by the **CANCELLATION** section of this policy and will not be covered for the condition for Medical or **CURTAILMENT** expenses as this will be deemed to be an excluded pre-existing condition.

**WE** will in the light of such changed circumstances not be able to continue cover under sections A and B of this insurance for the condition. If this is not acceptable to **YOU**, **WE** will cover **YOU** for any loss of deposit or **CANCELLATION** charges **YOU** have necessarily incurred up to the date of the change of circumstances that are normally covered under Section A of this insurance. In these circumstances no Policy **EXCESS** will be applied.

### ADJUSTMENT FEES

Any mid-term adjustments that involve amendments to or cancellation of a policy outside the 14 day Cool Off Period will be subject to an administration fee of £10.00

### DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the Policy. There are also more specific definitions which apply only to the specific section of this Policy.

### INSURER/WE/OUR/US

Mapfre Asistencia Compania Internacional de Seguros y Reaseguros Sociedad Anonima, trading under the name MAPFRE ASSISTANCE, Mapfre House, 5th Floor. Alpha House, 24a Lime Street, London EC3M 7HS, Company number: FC021974. Branch Number BR008042.

**YOU/YOUR** - Any person named on the Confirmation Email or Schedule of Cover who is eligible to be Insured and for whom premium has been paid.

**PERIOD OF INSURANCE** - The Confirmation Email or Schedule of Cover will show the issue date and start date and duration (or end date) of **YOUR** policy being the period of cover **YOU** are insured for. The time that cover for particular sections starts and ends is given in more detail below:

Cancellation - cover starts when **YOU** book **YOUR** trip or when the policy was issued (whichever is the later) and finishes when **YOU** start **YOUR OUTWARD JOURNEY**. Cover under all other sections begins when **YOU** start **YOUR OUTWARD JOURNEY** and ends upon **YOUR** return home from the trip. **YOUR OUTWARD** and **RETURN JOURNEY** must take place during the period of cover shown on the Confirmation Email or Schedule of Cover and for which the correct premium has been paid.

If **YOU** have chosen an Annual Multi Trip Insurance the **OUTWARD** and **RETURN JOURNEY** must take place during the start and end date shown on the Confirmation Email. The total duration of any one trip is limited to a maximum of 31 days for Silver and Gold Cover and 45 Days for Platinum Cover, 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 Wintersports option has been taken, this is limited to 17 days in total.

All trips must include a Pre-booked outward and return journey for the Insurance to be valid.

**NOTE:** Cover must be effected prior to departing the UK for Insurance to be valid.

**CURTAIL/CURTAILMENT** - Abandonment of the planned trip by return to the United Kingdom after commencement of the **OUTWARD JOURNEY**. The amount payable will be the unused proportion of **YOUR** irrecoverable pre-paid charges calculated from the date of **YOUR** return to the United Kingdom. All **CURTAILMENT** claims will need authorisation from **US** in advance.

**CLOSE RELATIVE** - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé (e).

**FAMILY** - A single parent or two parents travelling together with their child or children (under 18 years) for whom they are the legal guardians.

**BUSINESS ASSOCIATE** - **YOUR** associate 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.

**EXCESS** - The amount **YOU** will have to pay towards the cost of each claim under the Policy after the application of the Policy limits.

**UNATTENDED** - means left away from **YOUR** person where **YOU** are unable to clearly see and get hold of **YOUR PERSONAL POSSESSIONS** or **MONEY** or Passports, Tickets and Documents.

**PERSONAL POSSESSIONS** - Baggage, clothing, personal effects including **VALUABLES** and gifts purchased outside the United Kingdom, subject to the limits and Exclusions detailed under Section E.

**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 or mini-disc players and any computer equipment including software, musical instruments, furs, or leather clothing, but excluding footwear.

**SPORTS EQUIPMENT** - Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

**MONEY** - cash taken for private purposes comprising cash only.

**PASSPORTS/TICKETS AND DOCUMENTS** - Passports, travel tickets, green cards and driving licences.

**ADVANCED BOOKING** - Any booking made at least 24 hours prior to the scheduled departure time shown on **YOUR** ticket.

**OUTWARD JOURNEY** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Outbound Journey from **YOUR** home address in the United Kingdom.

**RETURN JOURNEY** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the Inbound Journey to **YOUR** home address or a hospital or nursing home in the United Kingdom.

**ACCOMMODATION** - The lodging room of no greater standard than that provided as part of **YOUR** prepaid charges in the vicinity of the hospital where the Insured Person is confined.

**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 (please see part 3 of the Important Information detailed below for examples).

**MANUAL WORK** - Physical labour or exposure to risk that could give rise to **YOUR** bodily injury or illness.

**NECESSARY MEDICAL EXPENSES** - Any medical treatment that is appropriate and consistent with the diagnosis made in accordance with accepted community standards of medical practice and as agreed by **OUR** medical advisors and is not experimental or investigative and cannot be reasonably delayed until **YOU** are returned to the United Kingdom.

**GEOGRAPHICAL AREA** - The area or country shown on **YOUR** Confirmation Email or Schedule of Cover and for which the appropriate premium has been paid and will involve **YOUR** return to the United Kingdom within the Period of Insurance.

**UNITED KINGDOM:** Is United Kingdom, and Isle of Man

**BENELUX COUNTRIES:** Is Belgium, Holland and Luxembourg plus France and Germany.

**EUROPE:** Is all the countries above plus The Republic of Ireland, The Channel Islands, The Continent of Europe, West of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non European Countries bordering the Mediterranean (excluding Algeria, Israel, Lebanon and Libya)

**WORLDWIDE:** means anywhere in the World.

**AUSTRALIA AND NEW ZEALAND:** is Australia and New Zealand only

**STRIKE OR INDUSTRIAL ACTION** - Organized 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.

**MUGGING** - The violent and threatening attack necessitating **YOUR** medical treatment.

**GOLFING / GOLF EQUIPMENT-** golf clubs, trolleys, bags and specialised clothing and umbrellas used exclusively for playing or practicing golf, but excluding balls, tees, gloves and buggies.

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

## IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS

### 1. LIMIT OF COVER

Each section of the personal insurance schedule shows the most **YOU** can claim, but other limits may apply. For example, under section E (**PERSONAL POSSESSIONS**), 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 baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

### 2. 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 shows NIL cover then that section of the policy is not applicable to the insurance cover **YOU** have purchased.

### 3. HAZARDOUS PURSUITS

**YOU** are not covered for taking part in any Hazardous Pursuit unless it is listed below. 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 H (Personal Liability) **YOU** will not be covered for liability whilst participating in Hazardous Pursuits or 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.

The following sporting activities when participated in for recreational purposes incidental to a trip and not in organized competitions or in any professional capacity are not considered to be **HAZARDOUS**

**PURSUIT** and are not subject to the special provisions of the endorsement below:

- Football
- Golf
- Racket Ball
- Rambling
- Roller Skating
- Rounders

Cover for the following activities that are considered to be **HAZARDOUS PURSUITS** is included for recreational purposes only and not for competitions or any professional activity subject to the following endorsement:

The exclusion of **HAZARDOUS PURSUITS** in the General Exclusions is deleted only with respect to cover under Section B Medical and Other Expenses and under Section A **CURTAILMENT** cover (but not **CANCELLATION**) for participation in the following **HAZARDOUS PURSUITS** on a non-professional (amateur) and recreational basis provided that **YOU** ensure the activity is adequately supervised and 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

- Archery
- Badminton
- Basketball
- Beach games
- Bowls
- Cricket
- Cycling (but not BMX and mountain biking)
- Fell walking, rambling and trekking
- Fishing
- Ice-skating (rink only)
- Jetskiing
- Parascending (towed by boat)
- Rafting, canoeing and kayaking (including white water up to grade 3)
- Roller skating
- Scuba Diving / Skin Diving (to 18 metres)
- Skateboarding
- Snooker, pool and billiards
- Snorkelling
- Squash
- Surfing
- Swimming (in pool or on inland waters or coastal waters within a 12-mile limit from land)
- Table tennis
- Tennis
- Volleyball
- 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 inland waters or coastal waters within a 12-mile limit from land)

The following activities are examples of what are known as '**HAZARDOUS PURSUITS**' and are not covered by this insurance unless an additional premium has been paid and the validation certificate shows the cover has been provided.

### 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:

- Boxing Training (no contact)
- Bungee Jump (No Personal Accident Cover)

- Camel/Elephant Riding
- Cycle Touring
- Deep Sea Fishing
- Dog Sledging
- Flying a private plane or small aircraft
- Flying as a passenger in a private or small aircraft
- Go Karting
- Gymnastics
- Hiking (between 2,000 and 6,000 metres altitude)
- Hockey
- Horse riding (no Polo, Hunting, Jumping)
- Hot Air Ballooning
- Hydro Zorbing
- Manual Work (ground level only, no machinery)
- Martial Arts (Training only)
- Motorcycling (over 50cc - no racing) as a rider or passenger when wearing a helmet, provided the rider holds an appropriate UK motorcycle licence to ride the motorcycle.
- Mountain Biking
- Quad Biking (no racing)
- Rugby
- Safari (not involving use of firearms)
- Scuba Diving / Skin Diving (between 18 and 30 metres)
- Sea Canoeing
- Trekking (between 2,000 and 6,000 metres altitude)
- White Water Canoeing, Rafting & Kayaking (Grade 4)
- Work Abroad (manual, ground level only, no machinery)

#### CATEGORY C

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

- Abseiling
- American Football
- Gliding
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Parascending (over land)
- Sail Boarding
- Sand Boarding
- Sand Yachting
- Skiing
- Skiing, Big Foot
- Sledging
- Snow Boarding
- Snow Kiting
- Snow Mobiling
- Snow Shoeing
- White Water Canoeing (Grade 5 to 6)
- White Water Rafting (Grade 5 to 6)
- Yachting (racing / crewing) - outside Coastal waters

#### CATEGORY D

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

- Animal Riding (other than specified)
- BMX Cycling
- Bob Sleighing
- Canyoning
- Hang Gliding
- Heli skiing
- High Diving
- Horse Jumping (no Polo, Hunting)
- Ice Hockey
- Land Yachting
- Lugging

- Manual Work (including the use of light machinery)
- Micro Lighting
- Motor Rallies
- Parasailing
- Rock Climbing/ Scrambling
- Scuba Diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member
- Show Jumping(no Polo, Hunting)
- Sky Diving
- Tobogganing
- Wrestling

When **YOU** have paid the appropriate additional premium. For Scuba or skin diving at any depth the following endorsement applies:

SCUBA or skin diving to a maximum depth of 30 meters (see category B) or 40 meters (see category D) 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.

#### 4. DATE RECOGNITION FAILURE

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

#### 5. EXCESSES

**WE** will take an **EXCESS** off each claim **YOU** make under certain sections of this insurance. The amount **YOU** will have to pay towards a claim is shown in the schedule. The **EXCESS** is applied on a per claim per incident basis. If **WE** agree to a medical expenses claim (section B) which has been reduced by **YOUR** using an EHC form or private health insurance, the **EXCESS** will not apply.

#### 6. MAKING A CLAIM

To help **US** deal with **YOUR** claim quickly and efficiently, please read the claims procedure below (see **WHAT TO DO IF YOU WISH TO MAKE A CLAIM**).

This explains what documents **YOU** will need to support a claim and when **YOU** will need this kind of proof. **YOU** must collect some of the proof **YOU** need, for example a police report, while **YOU** are on **YOUR** trip.

#### 7. WHAT TO DO IN A MEDICAL EMERGENCY

In a medical emergency, contact the Assistance Company shown in this policy for help. Please read the policy for details. If **YOU** are admitted to hospital or need to curtail **YOUR** trip **YOU** must contact the Assistance Company for authorisation before incurring any expenses or **WE** may not pay **YOUR** claim. Simple outpatient treatment should be paid locally and claimed for on **YOUR** return to the United Kingdom.

**IMPORTANT:** please quote **YOUR** policy number and your cover (Silver, Gold or Platinum). The Assistance Company provides immediate help in the event of **YOUR** illness or injury arising outside the United Kingdom - they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

#### 8. INSURERS

Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima, trading under the name MAPFRE ASSISTANCE, Mapfre House, 5th Floor. Alpha House, 24a Lime Street, London EC3M 7HS, Company number: FC021974. Branch Number BR008042

#### 9. COOLING OFF PERIOD

This Insurance is designed to cover most circumstances but **YOU** should be aware that not all eventualities are insured.

Please read this document carefully. If **YOU** find the Insurance does not meet **YOUR** requirements please return this policy and proof of premium to the selling agent within 14 days of receipt but before the trip departure date. Provided no claim has been made **YOUR** premium will be refunded in full.

## 10. ABOUT THE COVER AND CONDITIONS

This is **YOUR** contract of insurance. It contains certain conditions in each section and General Exclusions to all sections. **YOU** must meet the conditions or **WE** will not accept **YOUR** claim. Please read all of this policy carefully, especially the Important Declaration.

When **YOU** book **YOUR** trip, **YOU** must declare any information **WE** ask for in the declaration. If **YOU** do not contact the selling agent or **US** within 14 days of the date **YOU** receive this insurance policy **WE** will assume that **YOU** accept the terms and conditions of this insurance policy and can make the declaration set out.

This policy is only available to United Kingdom Residents, **YOU** must have resided in the United Kingdom for no less than 6 consecutive months, have a permanent United Kingdom address and be registered with a UK General Practitioner.

This policy is only valid if **YOU** also have a valid Confirmation Email or Schedule of Cover showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid.

The policy describes the cover provided for **YOU** and the conditions which **YOUR** cover depends on. **YOU** must keep the policy and Confirmation Email or Schedule of Cover and send them to **US** if **YOU** make a claim. In return for the correct premium, Insurers will pay **YOU** or **YOUR** personal representative if **YOU** make a valid claim. **YOU** must keep to the terms, conditions and declaration of this insurance.

Annual Multi Trip Insurance covers **YOU** for any number of trips taking place during the dates of cover shown on the Confirmation Email or Schedule of Cover. These trips must involve an **OUTWARD** and **RETURN JOURNEY** being completed during the maximum permitted trip duration of 31 days for Silver and Gold cover and 45 days for Platinum cover unless otherwise stated on the Confirmation Email or Schedule of Cover. If the intended trip exceeds the maximum permitted trip duration it will not be covered in whole or in part.

## 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.

## 11. RECIPROCAL HEALTH AGREEMENT – EU COUNTRIES

If **YOU** intend travelling to European Economic Area (EEA) country or Switzerland, **YOU** should either obtain from **YOUR** local Post Office European Health Insurance Card (EHIC) application pack or apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) which when completed will entitle **YOU** to certain free health arrangements in EEA countries and Switzerland. **YOU** should take the EHIC with **YOU** and make sure that wherever possible any medical treatment is provided at hospitals or by doctors working within the terms of the Reciprocal Healthcare Agreement unless the Medical Assistance Company agrees otherwise. If **YOU** are admitted to a private clinic **YOU** will be transferred to a public hospital as soon as the transfer can be arranged safely.

## 12. CLAIMS YOUR DUTIES

1. **YOU** must advise **US** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **US** all such accounts and other documents as **WE** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **US** will not be paid.
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 of which there may be liability under Section H of this Policy
3. **YOU** must inform the Police of all loss or theft of property within 24 hours of discovery of such loss or theft and obtain a copy of the Police report in support of any claim.
4. If **PERSONAL POSSESSIONS** or Golfing or Ski Equipment or Business Equipment are lost or damaged whilst in the custody of a Carrier (i.e. Airline, Railway, Shipping Company, Bus Company. etc), **YOU** must notify such Carrier immediately and obtain a copy of their report.
5. **YOU** must at all times act in a reasonable manner to prevent or minimize a claim.

## 13. CLAIMS OUR RIGHTS

1. No admission, offer, promise, payment or indemnity will be made or given by **YOU** or on **YOUR** behalf without **OUR** written consent.
2. **WE** will be entitled to take over and conduct in **YOUR** name the defence or settlement of any claim or to prosecute in **YOUR** name to **OUR** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **YOU** must give all such information and assistance as **WE** may require.
3. In case of illness or injury **WE** may approach any doctor who may have treated **YOU** during the period of three years prior to the claim, and **WE** may at **OUR** own expense and upon reasonable notice to **YOU** or **YOUR** legal personal representative, arrange for **YOU** to be medically examined as often as required, or in the event of death have a post mortem examination of **YOUR** body.
4. **YOU** must supply at **YOUR** own expense a Doctor's certificate in the form required by **US** in support of any medical related claim.

## 14. 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.

## 15. 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.

## 16. 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.

## 17. JURISDICTION

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

## 18. 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**.

## THE DATA CONTROLLER

The Data Controller is Mapfre Assistance

## 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 Mapfre Assistance (which may include other companies within Mapfre Asistencia) 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 Mapfre Assistance may be monitored and/or recorded.

## PLEASE NOTE FAILURE TO OBSERVE THE FOREGOING REQUIREMENTS WILL INVALIDATE ANY CLAIM.

Please keep this Travel Insurance Policy in a safe place and carry it with **YOU** when **YOU** go on **YOUR** Trip

### CANCELLATION OR CURTAILMENT

If **YOU** cancel **YOUR** trip for medical reasons obtain a claim form. **YOUR** own medical practitioner should complete the Certificate on the reverse of 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:

- Keep receipts or account for all expenses incurred
- In the event of **CANCELLATION** immediately notify the Tour Operator or the Travel Agency where **YOUR** trip was booked and obtain a **CANCELLATION** invoice. Any **CANCELLATION** claim will be settled at the time **YOU** were aware **YOU** had to cancel the trip and the amount payable will be based on the Tour Operators/Travel Agencies **CANCELLATION** scale at that time.
- Telephone the claims number shown above as soon as **YOU** know that there is a possibility of **YOUR** trip not taking place.
- 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.

- **YOU** must keep receipts or accounts for all expenses incurred.
- **YOU** should pay the hospital/clinic/doctor for routine or simple outpatient treatment and claim back on **YOUR** return to the United Kingdom. If **YOU** think the level of treatment is excessive please consult the 24 Hour Medical Emergency Service for guidance.

### PERSONAL ACCIDENT

- Obtain a medical certificate from the treating Medical Practitioner.
- In the event of a death **WE** will require a Death Certificate.

### DELAY

- 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 EQUIPMENT

- 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.
- For all damage claims obtain an estimate for repairs.
- In all circumstances, **YOU** must retain receipts or vouchers for items lost or damaged as these will help **YOU** to substantiate **YOUR** claim.
- In the case of lost or misplaced **PERSONAL POSSESSIONS** on the **OUTWARD JOURNEY**, **YOU** must produce receipts for the purchase of essential replacement items.
- **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

- **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.
- **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.
- 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

- **YOU** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
- **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 H of this Policy.

### LEGAL EXPENSES

- **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.

### GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

**WE** shall not be liable for:

1. Claims directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
2. Any losses that are not directly associated with the incident that causes **YOU** to claim. For example, loss of earnings due to being unable to return to work following injury or illness while on a trip or the cost of replacing locks in the event that keys are lost while on a trip.
3. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising indirectly caused by or contributed to, by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
6. Claims arising directly or indirectly from **YOUR** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs
7. Claims arising directly or indirectly from Hazardous Pursuits that are not specified under the Hazardous Pursuits list of this policy for which the appropriate Additional Premium has been paid.
8. Any claim arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change
9. Claims for persons aged over 75 years of age for Single Trip Cover and 65 years of age for Silver and Gold and 60 years of age for Platinum Annual Multi-Trip Cover.
10. Any **EXCESS** shown in the Schedule of Cover and Limits of Indemnity Per Insured Person.
11. Claims arising directly or indirectly from an act of **TERRORISM**. This exclusion does not apply to Section B - Medical and Other Expenses or Section C - Personal Accident except for any claims which are in any way caused or contributed by an act of **TERRORISM** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent
12. Cruise Holidays unless the appropriate premium has been paid
13. 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
14. Any claim arising as a result of **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.

### PLEASE NOTE THAT THE FOLLOWING SECTIONS OF COVER ONLY APPLY IF A SUM INSURED IS SHOWN IN THE SCHEDULE OF COVER



## SECTION A – CANCELLATION OR CURTAILMENT

**NOTE:** If you have opted to remove this section then the following cover will not apply.

What is covered:

**WE** will indemnify **YOU** for :

- unused charges associated with **YOUR** trip that are not refundable and which were incurred before **YOUR** departure date if **YOU** have to cancel **YOUR** trip or
- the extra cost of a one way airfare of a standard no greater than the class of journey on the **OUTWARD JOURNEY** or the applicable fee charged by the airline to change **YOUR** scheduled return date, and the unused non-refundable prepaid Accommodation costs and other land arrangements following **CURTAILMENT** of **YOUR** trip;

As a result of any of the circumstances detailed below:

1. **YOUR** death, accidental bodily injury or illness, or that of a relative or a friend with whom **YOU** have arranged to travel or stay, or of **YOUR CLOSE RELATIVE** or of a Close **BUSINESS ASSOCIATE**
2. **YOU** or any person with whom **YOU** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness (but not as an expert witness) in a Court of Law or for Military Service during the period of the trip
3. **YOUR** redundancy (qualifying **YOU** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **YOU** intend to travel provided that such notice of redundancy is advised to **US** within 14 days of its announcement and that **YOU** were not aware of any impending redundancy at the time of booking the trip or when the policy was issued whichever is later.
4. **YOUR** private dwelling becoming uninhabitable following fire, storm or flood, or **YOUR** presence being required by the Police following burglary at such private dwelling occurring at any time after **WE** have accepted this Insurance
5. **CANCELLATION** or interruption of scheduled public transport consequent upon **HIJACK** occurring during the Period of Insurance.
6. Reasonable additional travelling expenses incurred by **YOU** in returning to **YOUR** home address in the United Kingdom, where such return is urgently necessitated by the death, serious illness or severe injury of **YOUR** Close Relative or a Close **BUSINESS ASSOCIATE** provided that such **CLOSE RELATIVE** or Close **BUSINESS ASSOCIATE** is resident in the United Kingdom.

**IN THE EVENT THAT YOUR TRIP IS CURTAILED DUE TO YOUR ACCIDENT OR ILLNESS A DOCTOR AT THE RESORT OR THE NEAREST TOWN MUST CONFIRM THAT SUCH CURTAILMENT WAS MEDICALLY NECESSARY. ALL CURTAILMENT COSTS MUST BE AUTHORISED IN ADVANCE BY THE ASSISTANCE COMPANY OR BY US.**

## SPECIFIC EXCLUSIONS APPLYING TO SECTION A

What is not covered:

1. any expense following **YOUR** disinclination to travel or to continue with **YOUR** trip or loss of enjoyment on **YOUR** trip
2. any expense arising from circumstances which could reasonably have been anticipated at the time **YOU** booked **YOUR** trip (see also the Specific Exclusions applying to Sections A, B and C in the policy)
3. Any expense which you have agreed to pay, if your trip is cancelled due to a pre- existing medical condition relating to you, or any person whose illness or death would cause you to cancel or curtail your trip.

## SECTION B – MEDICAL & OTHER EXPENSES

What is covered:

If **YOU** sustain actual bodily injury or suffer illness outside the United Kingdom **WE** will indemnify **YOU** up to the amount stated in the Schedule against the following expenses which **YOU** necessarily incur outside the United Kingdom:

1. Necessary Medical Expenses including hospital charges and in-patient treatment authorised by **US** and ambulance charges for conveyance to hospital. Dental treatment up to the limit shown in the schedule is included only for the alleviation of sudden pain, and does not apply to the provision of dentures or artificial teeth and work involving the use of precious materials
2. Reasonable additional travelling expenses in returning to **YOUR** home address in the United Kingdom and reasonable additional

Accommodation expenses for **YOU** and one relative or friend required on medical advice and authorised by **US** and **OUR** Assistance Company to remain with or to travel with **YOU**.

3. The expense of a qualified medical attendant or other person authorised by **US** required on medical advice to escort **YOU** home
4. The cost of returning **YOUR** body or ashes to **YOUR** home address in the United Kingdom. This cover includes the cost of a standard transportation container but does not include the cost of an ornamental casket or urn and must be authorized by the Assistance Company. Alternatively **WE** will pay the cost of burial abroad in the country where death occurs up to a maximum limit of £3,000.
5. If **YOU** sustain actual bodily injury or suffer illness outside the United Kingdom during the Period of Insurance resulting in admission to a hospital overseas as an in-patient **WE** will pay **YOU** a daily benefit for each complete 24 hours **YOU** are hospitalised up to a maximum stated in the Schedule

### 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 in so far as paragraph 2, 3 and 4, (transportation of remains not burial) are concerned.

## SPECIAL PROVISION TO SECTION B

In accepting the cover provided by Section B **YOU** have given **US** or **OUR** Assistance Company permission to approach **YOUR** United Kingdom General Practitioner for details of **YOUR** medical records in the event **YOU** require any form of in-patient treatment following a medical emergency whilst outside the United Kingdom.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION B

What is not covered:

1. expenses which **YOU** incur in **YOUR** normal country of residence (other than 2, 3 or 4 above for United Kingdom trips only)
2. any surgery or MRIS, CT scans or invasive procedure including but not restricted to cardiac catheterisation or organ transplants unless pre-approved by the Assistance Company prior to it being performed.
3. any in-patient hospital treatment or treatment costs in Excess of £250 or additional travelling expenses not specifically authorised by **US** or **OUR** Assistance Company.
4. any expense which **YOU** incur more than twelve months after the occurrence of the injury or illness to which the claim refers
5. any expense which is not usual, reasonable or customary for the medical services and/or supply
6. any expense for non-essential or ongoing treatment or where treatment can be reasonably delayed until **YOU** are returned to the United Kingdom or for the cost of a single bed ward unless authorised by **OUR** Assistance Company detailed below for medical reasons only or for the service of a chiropractor, chiropodist or osteopath or for non-medical costs
7. any private medical treatment carried out in countries operating a reciprocal health care agreement with the UK unless specifically authorised by **OUR** Assistance Company and only in circumstances where a transfer to a public hospital is impossible. (see also the Specific Exclusions applying to Sections A, B and C detailed below)
8. Claims arising directly or indirectly as a result of **YOUR** pre-existing medical condition(s) or close relatives, travelling companions or a person with whom **YOU** intend to stay whilst on **YOUR** trip.

## SECTION C – PERSONAL ACCIDENT

What is covered:

If **YOU** sustain bodily injury caused solely by accidental, violent, external and visible means and such bodily injury solely and directly results within twelve months in **YOUR** death or disablement, **WE** will pay to **YOU** the benefits shown in the Schedule in accordance with the following items:

**ITEM 1** Death

**ITEM 2** Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

**ITEM 3** Permanent total disablement resulting in **YOUR** permanent and absolute inability to attend to any profession, business or gainful occupation of any and every kind provided that:

- if **YOU** are under 16 years of age the benefit under Item 1 is limited to £1,500
- if **YOU** are aged 65 years Item 1 is limited to £1,500 and no compensation will be payable under items 2 or 3.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION C

What is not covered:

No compensation will be payable:

1. under more than one of items 1,2 or 3 and on payment of a claim under any one of these items all liability under this Section will cease in so far as **YOU** are concerned
2. In respect of claims arising from any medical condition or treatment or illness or disease. (See also the Specific Exclusions applying to Sections A, B and C detailed below)

### EXCLUSIONS APPLYING TO SECTION A, B & C

What is not covered:

Claims arising from:

1. Claims arising directly or indirectly as a result of **YOUR** pre-existing medical condition(s) or close relatives, travelling companions or a person with whom **YOU** intend to stay whilst on **YOUR** trip.
2. Travel arrangements made or undertaken:
  - a. against the advice of any Registered Medical Practitioner
  - b. for the purpose of obtaining medical treatment abroad
3. **YOUR** intentional self-injury or suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life)
4. the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner), or substance or solvent abuse or venereal disease
5. emotional, psychological or psychiatric disorder, or whilst suffering from any condition of anxiety, stress or depression (please refer to the Pre-Existing Medical Conditions)
6. **YOU** engaging in any Hazardous Pursuits not specified under the Hazardous Pursuits list of this policy
7. Claims arising from pregnancy where the period of the trip terminates less than 16 weeks before the date of delivery as estimated by a Hospital or Registered Medical Practitioner. However where the insurance has been effected prior to confirmation of the pregnancy by such Hospital or Registered Medical practitioner and in the event of **YOU** effecting immediate **CANCELLATION** of the trip upon receipt of such confirmation **WE** will indemnify **YOU** under Section A.

### SECTION D – TRAVEL DELAY & MISSED DEPARTURE

What is covered:

1. If as a direct result of the outbreak of Strike or Industrial Action or weather conditions affecting scheduled public transport which has been the subject of **ADVANCED BOOKING** by **YOU**, or mechanical or electrical breakdown of motor transport or train or aircraft or watercraft which has been the subject of **ADVANCED BOOKING** by **YOU** occurring after the date of commencement of cover, the departure time of the **OUTWARD JOURNEY** or **RETURN JOURNEY** takes place more than 12 hours after the departure time appearing on **YOUR** ticket, **WE** will indemnify **YOU** as shown below:
  - a. Delay Compensation - An amount as stated in the Schedule
  - b. **CANCELLATION** Compensation - If **YOU** elect to cancel the **OUTWARD JOURNEY** after a delay exceeding 24 hours as described above **WE** will indemnify **YOU** in respect of irrecoverable travel or **ACCOMMODATION** deposits or charges paid or contracted to be paid under Section A
2. If **YOU** miss **YOUR** booked departure due to late arrival at the point of international departure caused by accident or electrical or mechanical breakdown to the conveyance in which **YOU** are travelling, or to exceptional and unforeseeable traffic conditions, in the course of:-
  - a. **YOUR** direct journey to the point of international departure immediately prior to commencement of the **OUTWARD JOURNEY** from the United Kingdom, or
  - b. **YOUR** direct journey to the point of international departure immediately prior to commencement of the **RETURN JOURNEY** to the United Kingdom.

**WE** will pay up to the limit stated in the Schedule for additional travel and **ACCOMMODATION** charges which **YOU** necessarily and reasonably incur to continue **YOUR** journey.

Provided that:

1. any payment **WE** make in respect of 1 a. above for delays in the **OUTWARD JOURNEY** will be deducted from any subsequent payment made under 1 b.
2. in respect of 1 above **YOU** must check-in according to the itinerary provided by the Tour Operator or Carrier, and obtain written confirmation of the delay from such Tour Operator or Carrier
3. compensation as described in 1 b. above is only payable in respect of delays on the **OUTWARD JOURNEY** from the United Kingdom
4. **YOU** must produce independent evidence in writing to support any claim
5. **OUR** limit of liability under 1 b. will not exceed the amount stated in the Schedule for Section A **CANCELLATION**
6. in respect of 2 above **YOU** must take all reasonable steps to arrive at the departure point at or before the recommended check in time and have allowed sufficient time for **YOUR** journey.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION D

What is not covered:

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. any **EXCESS** shown in the Schedule for item 1 b.

### SECTION E – PERSONAL POSSESSIONS

**NOTE:** If you have opted to remove this section then the following cover will not apply.

What is covered: **WE** will indemnify **YOU**

1. For loss of or theft of or damage to **PERSONAL POSSESSIONS** belonging to **YOU** up to the amount stated in the Schedule (no single article being insured for more than the limit shown. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar set or pair of items will be considered as one article).
2. For loss of or theft of or damage to **SPORTS EQUIPMENT** belonging to **YOU** up to the amount stated in the Schedule (no single article being insured for more than the limit shown).
3. The cost of necessary purchase of replacement clothing and toiletries if **YOU** are temporarily deprived of **YOUR PERSONAL POSSESSIONS** on the **OUTWARD JOURNEY** for a period of more than 24 hours from the time of arrival at **YOUR** destination due to their delay or misdirection in delivery up to the amount stated in the Schedule under Delayed Baggage.

Provided that:

1. **YOU** take all reasonable precautions for the safety of the property insured.
2. **OUR** liability in respect of **VALUABLES** is limited to a total amount shown in the schedule.
3. any claims payment made in respect of temporary deprivation of **PERSONAL POSSESSIONS** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **YOU** must keep receipts for all replacement purchases
4. **YOU** must supply at **YOUR** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if **WE** so require.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION E

What is not covered:

1. More than £50 per single item, up to a Maximum of £200 in total for any one claim, if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
2. loss or damage arising from wear and tear or depreciation or deterioration or any process of cleaning or repairing or restoring or atmospheric or climatic conditions or moth or vermin or electrical or mechanical breakdown or derangement
3. loss of or theft of or damage to contact or corneal lenses, dentures, hearing aids, mobile telephones, samples or merchandise or property used in connection with **YOUR** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, pictures, **SPORTS EQUIPMENT** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature

4. loss of or damage to property shipped as freight or under a bill of lading (see also the Specific Exclusions applying to Sections E, F and G detailed below)
5. Prescription glasses or sunglasses are limited to the amount shown in the Schedule of Cover.

## SECTION F PERSONAL MONEY

**NOTE:** If you have opted to remove this section then the following cover will not apply.

What is covered:

**WE** will indemnify **YOU** up to the amount stated in the Schedule in respect of accidental loss or theft of **MONEY** whilst on **YOUR** person or whilst in a safety deposit box within a hotel or bank or whilst in **YOUR** securely locked accommodation under **YOUR** control.

Provided that:

1. **YOU** take reasonable precautions for the safety of the property insured
2. **YOU** must supply at **YOUR** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if so required
3. **OUR** limit of liability in respect of cash being carried on any one person is up to the amount stated in the Schedule (for persons aged under 16 years the loss of cash limit is £125)

## SPECIFIC EXCLUSIONS APPLYING TO SECTION F

What is not covered:

1. shortages of **MONEY** due to error or omission or depreciation in value or currency transfers costs (see also the Specific Exclusions applying to Sections E, F and G below)

## SECTION G – PASSPORT

What is covered:

**WE** will indemnify **YOU** up to the amount stated in the Schedule for 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.

## EXCLUSIONS APPLYING TO SECTIONS E, F & G

What is not covered:

1. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
2. loss or theft unless a) **YOU** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) **YOU** have obtained a written Police report
3. loss of or theft of:
  - a. **VALUABLES**, Passports or **MONEY** from an **UNATTENDED** vehicle at any time.
  - b. Other property insured from an **UNATTENDED** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle, but in any event excluding all property insured whilst left in an **UNATTENDED** motor vehicle between 2000 hours and 0800 hours local time, other than motor homes or caravans which are being occupied by **YOU** as **YOUR** holiday accommodation.
4. theft of property left **UNATTENDED** other than as provided above or whilst in **YOUR** securely locked accommodation.
5. loss of, theft of or damage to **VALUABLES** or **MONEY** whilst in a suitcase or holdall or bag or similar receptacle outside **YOUR** immediate control.

## SECTION H – PERSONAL LIABILITY

What is covered:

**WE** will indemnify **YOU** against all sums up to the amount stated in the Schedule which **YOU** are legally liable in a personal capacity to pay in respect of accidents happening during the Period of Insurance resulting in:

1. Bodily injury, death or disease to any person not being a member of **YOUR FAMILY** or household or in **YOUR** service
2. Damage to property not belonging to **YOU** or in the charge of or under the control of **YOU** or a member of **YOUR FAMILY** or household or of a person in **YOUR** service N.B. For accidental damage to rented accommodation **WE** will pay up to the rented accommodation limit shown in the Schedule of Cover for a single incident which **YOU** are legally responsible for. The indemnity provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which **WE** paid or offered to

pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **YOU** with **OUR** written consent. In the event of **YOUR** death **YOUR** personal representative will receive the benefit of the cover granted by this section.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION H

What is not covered:

1. Claims arising:
  - a. directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, motorised or electrically propelled water-borne craft, sailing vessels, wind surfers, mechanically or electrically propelled vehicles or conveyances or attached trailers and lifts
  - b. directly or indirectly out of the ownership, possession or use of animals or firearms
  - c. from any Hazardous Pursuit
  - d. directly or indirectly out of or incidental to **YOUR** business or trade or profession including voluntary work or any form of child minding
  - e. out of actions between persons insured by **US**
  - f. directly or indirectly out of **YOUR** ownership possession or control of any land or buildings
  - g. out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract
  - h. directly or indirectly due to an infectious disease
2. Any **EXCESS** shown in the Schedule for 2 above.

## SECTION I - LEGAL EXPENSES

Definitions which only apply to this Section:

**APPOINTED LAWYER** - The lawyer or other suitably qualified person, who has been appointed to act for **YOU** under conditions 2 to 8 of this section.

**LEGAL COSTS** - All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the opponent's costs in civil cases if **YOU** have to pay them, or pay them with **OUR** agreement.

**DATE OF THE INCIDENT** - The date the incident happened that may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of the incident is the date of the first of these events.

**INSURED INCIDENT** - An event which causes the death of, or bodily injury to, **YOU**.

What is covered:

Under this section, **WE** will negotiate for **YOUR** legal rights after an Insured Incident. **WE** will also help in appealing or defending an appeal. If **YOU** use an Appointed Lawyer, **WE** will pay the legal costs for this. The most **WE** will pay for all claims for an Insured Incident, resulting from one or more event arising at the same time or from the same cause is shown in the Schedule of Maximum Sums Insured. **WE** agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which **WE** agree to;
- in civil claims, it is always more likely than not that **YOU** will recover damages (or other legal remedy) or make a successful defence; and
- the Insured Incident happens during the Period of Insurance As well as the general conditions, the following exclusions and conditions apply

## SPECIFIC EXCLUSIONS APPLYING TO SECTION I

What is not covered:

1. Any claim reported to **US** more than 180 days after the date **YOU** should have known about the Insured Incident.
2. Any legal costs incurred before **WE** agree to pay them.
3. Any claim relating to:
  - a. any illness that develops gradually or is not caused by a specific or sudden accident;
  - b. **YOU** driving a motor vehicle for which **YOU** do not have valid motor insurance;
  - c. an application for Judicial Review.
4. Defending **YOUR** legal rights but defending a counter claim is covered.
5. Any disagreement with **US** that is not in condition 17 of this section.

6. Any legal action **YOU** take which **WE** or the Lawyer have not agreed to or where **YOU** do anything that hinders **US** or the Lawyer.
7. any legal action against **US**, the **INSURER**, **OUR** agents, Travelling companion, Family Member, Tour Organiser or Supplier,
8. Fines, damages or other penalties which **YOU** are ordered to pay.

**YOU** must do the following:

1. Send everything **WE** ask for in writing and give **US** full details of any claim, and any information **WE** need, as soon as possible.
2. **WE** can take over and conduct, in **YOUR** name, any claim or legal proceedings at any time before an Appointed Lawyer is appointed. **WE** can negotiate any claim on **YOUR** behalf.
3. If **WE** agree to start legal proceedings and **YOU** have to be represented by a lawyer, or if there is a conflict of interest, **YOU** can choose an Appointed Lawyer by sending **US** the lawyer's name and address. **WE** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If **YOU** and **WE** disagree over the choice of Lawyer, another lawyer can be appointed to decide the matter (see condition 17).
4. Before **YOU** choose a lawyer, **WE** can appoint a Lawyer.
5. **WE** will appoint a Lawyer to represent **YOU** according to **OUR** standard terms of appointment. The Appointed Lawyer must co-operate fully with **US** at all times.
6. **WE** will have direct contact with the Lawyer.
7. **YOU** must co-operate fully with **US** and the Lawyer and must keep **US** up-to-date with the progress of the claim.
8. **YOU** must give the Lawyer any instructions that **WE** ask for.
9. **YOU** must tell **US** if anyone offers to settle the claim.
10. If **YOU** do not accept a reasonable offer to settle a claim, **WE** may refuse to pay further legal costs.
11. **YOU** must not negotiate or agree to settle a claim without **OUR** approval.
12. **WE** may decide to pay **YOU** the amount of damages that **YOU** are claiming or is being claimed against **YOU** instead of starting or continuing legal proceedings.
13. If **WE** ask, **YOU** must tell the Lawyer to have legal costs taxed, assessed or audited.
14. **YOU** must take every step to recover legal costs that **WE** have to pay and must pay **US** any legal costs that **YOU** recover.
15. If **YOUR** Appointed Lawyer refuses to continue acting for **YOU** or if **YOU** dismiss **YOUR** Lawyer, the cover **WE** provide will end at once, unless **WE** agree to appoint another Lawyer.
16. If **YOU** stop a claim without **OUR** agreement, or do not give suitable instructions to **YOUR** lawyer, the cover **WE** provide will end at once.
17. If **WE** and **YOU** disagree about the choice of Lawyer, or about how a claim is handled. **WE** and **YOU** can choose another lawyer to decide the matter. **WE** and **YOU** must both agree to this in writing. If **WE** cannot agree with **YOU** about the choice of second lawyer, **WE** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

## SECTION J – CATASTROPHE

What is covered:

**WE** will pay **YOU** up to the limit shown in the Schedule should **YOU** be 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** prepaid trip or, if the trip cannot be continued, for **YOUR** return to the United Kingdom.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION J

What is not covered:

No compensation will be payable for:

1. Any expense following **YOUR** 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. Any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.
3. Any cost or expense resulting from circumstances existing prior to **YOUR** arrival at **YOUR** pre-paid and pre-booked accommodation

## SECTION K – HIJACK

What is covered:

If **YOU** are prevented from reaching **YOUR** scheduled destination as a result of **HIJACK** of the aircraft or ship in which **YOU** are travelling, **WE** will pay **YOU** for each full 24 hours of delay up to the maximum stated in the schedule.

Provided that:

1. Compensation is only payable if no claim is made under Section A Cancellation or Section D Travel Delay.
2. **YOU** must produce independent evidence in writing in support of any claim.

## SECTION L - PETCARE

What is covered:

In the event of a delay of more than 12 hours to **YOUR** final planned inbound flight, rail or sea trip to the United Kingdom or Republic of Ireland, **WE** will indemnify **YOU** up to the amount stated in the Schedule of Cover in respect of additional kennel and/or cattery fees necessarily incurred as a direct result of the delay.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION L

What is not covered:

1. claims not substantiated by a written report from the carrier stating the length and exact nature of the delay.
2. claims arising from delay caused by strike or industrial action if already notified at the time the insurance was purchased.

## SECTION M – SCHEDULED AIRLINE AND END 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 a consortium of Association of British Insurers member Companies & Lloyds Syndicates.

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 Travel or Accommodation provider 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 to that originally booked

OR

- b. if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard to that originally booked.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION M

What is not covered:

- Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure
- The Financial Failure of:
  - a. any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Certificate
  - 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
- Any loss for which a third party is liable or which can be recovered by other legal means
- We will not pay for 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.

Provided that:

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

## CLAIMS PROCEDURE FOR SECTION M:

International Passenger Protection claims **ONLY** - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to: International Passenger Protection Claims Office:

IPP House  
22-26 Station Road  
West Wickham  
Kent BR4 0PR  
United Kingdom  
Telephone: +44 (0)20 8776 3752  
Facsimile: +44 (0)20 8776 3751  
Email: info@ipplondon.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 YOUR INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

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.

## NOTES ON END SUPPLIER FAILURE INSURANCE

We cover:

For the insolvency of any travel arrangements booked in the United Kingdom, Channel Islands, Isle of Man or Ireland (not forming part of an inclusive holiday) and not bonded or insured already.

These would include:

- Scheduled airlines (See PPIPB);
- Hotels;
- Car ferries;
- Villa's abroad & cottages in the UK;
- Railway journeys including the Eurostar;
- Coach journeys;
- Cruises not bonded;
- Car hire;
- Caravan sites / campsites / mobile homes;
- Camper rental;
- Safaris;
- Excursions;
- Eurotunnel;
- Theme parks such as Disneyland Paris

We do not cover:

The booking agent or consolidator.

## SECTION N - WINTER SPORTS EXTENSION

This cover is provided only if **YOU** are under 65 and have paid the premium required. Below are the details of winter sports cover provided by this extension.

### WINTER SPORTS

1. **YOU** will be covered under all sections for the following winter sports: cross country skiing, curling, downhill skiing/snowboarding and ice-skating. Skiing and snowboarding off-piste is covered provided **YOU** are skiing within the boundaries of a recognised resort area designed for public use and are not skiing in areas marked out of bounds or hazardous by the piste authorities. Heli skiing is only covered as part of a pre-paid excursion led by professional guides. Tobogganing and snowmobiling are covered under sections A, B & C but **WE** will not cover any claims under any other section resulting from any 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 hazardous or extreme sports not specifically listed above.
2. **YOU** are not covered for winter **SPORTS EQUIPMENT** under section E (**PERSONAL POSSESSIONS**) of this travel policy. Please see below for details of winter **SPORTS EQUIPMENT** cover.
3. Ski lift passes are included in the cover provided by section F & G (**MONEY** and Documents) of this travel policy.

The following extra cover up to the maximum limits shown in the schedule is also included in the Winter Sports Extension:

## SECTION N1 WINTER SPORTS EQUIPMENT

What is covered:

1. If **YOUR** snowboard or skis (including bindings) boots and poles are lost, destroyed or stolen, **WE** will pay **YOU** up to the limit shown in the schedule subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s)
  - 80% under 6 months old,
  - 60% over six months old and less than one year,
  - 50% over one year old and less than two years,
  - 40% over two years old and less than three years,
  - 30% over three years old and less than four years,
  - 20% over four years old and less than five years and
  - 10% if over five years.
2. **YOU** will be covered for repair costs up to the values shown above if **YOUR** snowboard or ski equipment is damaged.
3. If **YOUR** hired equipment is lost, stolen or damaged **WE** will pay up to £100 for replacement or repair if **YOU** are held responsible.

## SECTION N2 - WINTER SPORTS EQUIPMENT HIRE

What is covered:

If **YOUR** own equipment is lost, stolen or damaged after commencement of the **OUTWARD JOURNEY**, **YOU** will be covered for the reasonable cost of hiring a snowboard or skis (including bindings), boots and poles during **YOUR** trip up to the limit shown in the schedule.

## SPECIFIC EXCLUSIONS APPLYING TO SECTIONS N1 AND N2

What is not covered:

1. **YOU** are not covered for the following
  - a. Loss of, theft of or damage to **YOUR** winter sports equipment during **YOUR OUTWARD** or **RETURN JOURNEY** if **YOU** do not get a written 'carrier's report', or a 'Property Irregularity Report' in the case of an airline. If **YOU** cannot report the loss, theft or damage to the carrier straight away, **YOU** must do so in writing within seven days
  - b. Loss or theft of **YOUR** winter **SPORTS EQUIPMENT** at any other time if **YOU** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
  - c. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
  - d. Loss of or theft of or damage to property left in or on a vehicle overnight.
2. **YOU** are not covered for claims for which **YOU** receive compensation from someone else.
3. **YOU** are not covered for more than the limit shown in the schedule for any one snowboard or pair of skis (including bindings), boots or poles.

Conditions:

1. **YOU** must take proper care of **YOUR** belongings and act as if **YOU** did not have this insurance policy.
2. **YOU** must keep any of **YOUR** own damaged property so that **WE** can inspect it. When **WE** make a payment for that property, it will then belong to **US**.

## SECTION N3 - SKI PACK (LESSONS, HIRE, LIFT PASS)

What is covered:

If **YOU** fall ill or are injured during the trip and **WE** accept a valid claim under Section B (Medical Expenses), **YOU** will be covered for the proportional costs of the part of the ski pack which **YOU** cannot use. Ski pack expenses are limited to irrecoverable pre-paid costs for ski lessons, ski equipment hire and lift passes incurred prior to the date of the illness or injury that gave rise to the claim.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION N3

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses)

## SECTION N4 - PISTE CLOSURE

What is covered:

This cover is only available for holidays starting after 1st January and ending before 1st April. If adverse weather conditions cause

the total closure of all ski facilities for more than one day at the resort **YOU** are booked into, **YOU** will be covered for a daily benefit up to the limits shown in the schedule for reasonable additional transport costs and lift hire costs to enable **YOU** to ski in a different resort. If it is not possible to arrange transport to a different resort, **YOU** will receive the daily benefit for each whole day's skiing lost.

#### SPECIFIC EXCLUSIONS APPLYING TO SECTION N4

What is not covered:

1. **YOU** will not be covered for any amount **YOU** can get back from someone or somewhere else.
2. **YOU** will not be covered if **YOU** booked the trip within 14 days of going on the trip.

Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all skiing facilities at **YOUR** resort.
2. Cover will only apply if **YOUR** resort area has ski facilities above 1600 metres.
3. **YOU** must get written confirmation from the appropriate piste authority to confirm that all pistes were closed or that it was not possible to travel to another resort.

#### SECTION N5 - AVALANCHE CLOSURE

What is covered:

If **YOUR** arrival at, or departure from, **YOUR** resort is delayed for more than 12 hours due to avalanche, landslide or landslip, **YOU** will be covered for reasonable extra travel and accommodation expenses up to the limits shown in the schedule for each full 24 hours that **YOU** are delayed.

#### SPECIFIC EXCLUSIONS APPLYING SECTION N5

What is not covered:

1. **YOU** will not be covered if the tour operator pays for **YOUR** extra travel and accommodation costs.
2. If **YOU** receive compensation from someone or somewhere else, **WE** will take this off **YOUR** claim.

#### SECTION O - BUSINESS COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

#### SECTION O1 - BUSINESS EQUIPMENT COVER

What is covered:

**WE** will pay **YOU** up to the amount shown in the Schedule of Cover, if **YOU** have paid the additional premium to include business cover for:

1. Business equipment cover the accidental loss, theft or damage to **YOUR** business equipment. Following this accidental loss, theft or damage to **YOUR** business equipment, **WE** will also pay for any emergency courier expenses **YOU** have incurred, in obtaining any business equipment, which is essential to **YOUR** intended business itinerary
2. Business equipment delay the purchase of essential items, if **YOUR** business equipment is delayed or lost in transit on **YOUR OUTWARD JOURNEY** for more than 12 hours.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O1

What is not covered:

1. more than £50 per single item, up to a maximum of £200 in total for any one claim, if **YOU** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
2. claims for theft of **YOUR** business equipment, if **YOU** have not notified the police within hours of its discovery and obtained a written report, which includes the crime reference number
3. any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **YOU** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
4. wear, tear, or depreciation
5. loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
6. damage caused by the leakage of powder or liquid carried within **YOUR** business equipment.
7. any breakage of fragile articles, unless the breakage is caused by fire or an accident involving the vehicle in which **YOU** are being carried
8. damage to, or loss or theft of **YOUR** business equipment, if it has been left:

- a. unattended, in a public place
  - b. in the custody of a person who does not have an official responsibility for the safekeeping of the property
  - c. in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report
9. items being carried on a vehicle roof rack or locked roof top box
  10. valuables stolen at any time whilst in transit unless **YOU** are carrying them as hand luggage
  11. loss, theft or damage to anything being shipped as freight or under a Bill of Lading
  12. any claim for business equipment delay if **YOU** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.

#### SECTION O2 - BUSINESS EQUIPMENT HIRE

What is covered:

**WE** will reimburse **YOU** up to the amount as shown in the Schedule of Cover, if **YOUR** business equipment is:

1. lost, stolen or damaged; or
2. misdirected or delayed in transit by more than 24 hours.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O2

What is not covered:

1. any claim for loss or theft of **YOUR** own business equipment if **YOU** have not notified the police within hours of its discovery and obtained a written report, which includes the crime reference number
2. any claim, if the loss or theft of **YOUR** own business equipment occurs during a journey or whilst in the custody of an airline or other carrier, and **YOU** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
3. claims arising from **YOUR** own business equipment being delayed, detained, seized or confiscated by Customs or other officials
4. claims following loss or theft of, or damage to **YOUR** own business equipment whilst being shipped as freight or under a Bill of Lading
5. damage to, or loss or theft of **YOUR** own business equipment, which is being carried on a vehicle roof rack
6. damage to, or loss or theft of **YOUR** own business equipment, if it has been left unattended in a public place; or in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report; or in the custody of a person who does not have an official responsibility for the safekeeping of the property.

#### SECTION O3 - BUSINESS MONEY

What is covered:

The insurer will reimburse **YOU** up to the amount as shown in the Schedule of Cover, for the loss, theft or suspected theft of **YOUR** business money and travellers cheques during **YOUR TRIP**, up to the amount shown in the Schedule of Cover.

#### SPECIFIC EXCLUSIONS APPLYING SECTION O3

What is not covered:

In addition to the General Exclusions of the policy, the insurer shall not be responsible for:

1. the excess as shown in the Schedule of Cover
2. any loss or theft of business money if **YOU** have not notified the police within hours of its discovery and obtained a written report, which includes the crime reference number
3. any claim, if the loss or theft occurs whilst in the custody of an airline or other carrier
4. any loss, if **YOU** have not taken reasonable steps to prevent a loss happening
5. loss or theft of business money that is not on **YOUR** person; or not deposited in a safe, safety deposit box or similar locked fixed container in **YOUR** trip accommodation
6. loss or theft of business money that does not belong to **YOUR** employer; or **YOU**, if **YOU** are self employed
7. loss or theft of travellers cheques, if the issuer provides a replacement service
8. depreciation in value, currency changes or shortage caused by any error or omission
9. loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials

## SECTION P - GOLF COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

### SECTION P1 - GOLF EQUIPMENT

What is covered:

1. If **YOUR GOLF EQUIPMENT** is lost, destroyed or stolen, **WE** will pay **YOU** up to the limit shown in the schedule subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s):
  - 80% under 6 months old,
  - 60% over six months old and less than one year,
  - 50% over one year old and less than two years,
  - 40% over two years old and less than three years,
  - 30% over three years old and less than four years,
  - 20% over four years old and less than five years and
  - 10% if over five years.
2. **YOU** will be covered for repair costs up to the values shown above if **YOUR** golf equipment is damaged in transit.
3. If **YOUR** hired equipment is lost, stolen or damaged **WE** will pay up to £100 for replacement or repair if **YOU** are held responsible.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P1

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section E (Personal Possessions) and Exclusions applying to sections E, F and G.

### SECTION P2 - GOLF PACK (LESSONS, HIRE, GREEN FEES)

What is covered:

If **YOU** fall ill or are injured during the trip and **WE** accept a valid claim under Section B (Medical Expenses), **YOU** will be covered for the proportional costs of the part of the pre-paid golf pack which **YOU** cannot use. Golf pack expenses are limited to irrecoverable pre-paid costs for golf lessons, golf equipment hire and green fees incurred prior to the date of the illness or injury that gave rise to the claim.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P2

What is not covered:

**YOU** are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses)

### SECTION P3 – GOLF COURSE CLOSURE

What is covered:

This cover is only available for holidays starting after **1ST APRIL** and ending before **1ST NOVEMBER**. If adverse weather conditions cause the total closure of all golf facilities for more than one day (24 hours) at the golf course **YOU** are booked into, **YOU** will be covered for a daily benefit up to the limits shown in the schedule for reasonable additional transport costs and green fee costs to enable **YOU** to play in a different golf course. If it is not possible to arrange transport to a different resort, **YOU** will receive the daily benefit for each whole day's golf lost.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION P3

What is not covered:

1. **YOU** will not be covered for any amount **YOU** can get back from someone or somewhere else.

Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all golf facilities at **YOUR** resort.
2. **YOU** must get written confirmation from the appropriate course authority to confirm that all facilities were closed or that it was not possible to travel to another resort.

### SECTION P4 – HOLE IN ONE

What is covered:

If **YOU** achieve a hole in one **WE** will pay up to the amount shown in the schedule for **YOU** to buy a round of drinks in the golf club lounge/bar.

Conditions:

1. The hole in one must be achieved at the first strike of the ball from the appropriate tee and not be subject to any stroke index allowance.

2. The secretary or other appropriate official of the club must certify in writing that **YOU** achieved the hole in one.
3. The course and hole in question must be of a minimum 90 metres length and not be part of a short putting green, pitch and put facility, crazy golf or similar non-standard course.
4. Expenses must be receipted and incurred in the club facilities.

### SECTION Q - WEDDING COVER

For Silver and Gold Cover this cover is provided only if **YOU** have paid the Premium required. For Platinum Cover this cover is included in the standard premium.

What is covered:

1. Loss or theft of or damage to:
  - Each wedding ring taken, sent in advance or purchased during **YOUR** trip.
  - Your wedding gifts taken, sent in advance or purchased during **YOUR** trip.
  - Your wedding attire taken, sent in advance or purchased during **YOUR** trip.
  - Your wedding photographs or video recording within 14 days of **YOUR** wedding and whilst you are still on **YOUR** trip.
2. Reasonable additional costs of hiring a professional photographer or video recording professional, if the professional originally booked to take photographs or video recording is unable to attend **YOUR** wedding due to illness, injury or unforeseen transport problems.

### SPECIFIC EXCLUSIONS APPLYING TO SECTIONS Q

What is not covered:

1. Any Loss or Theft Not reported to the nearest Police authority within 24 hours of discovering its occurrence, and **YOU** obtain a written Police report, for:
  - a. Loss of rings, gifts, attire, photographs, video worth over £60
  - b. Any theft of rings, gifts, attire, photographs, video or money.
2. Damage to **YOUR** rings, gifts, attire, photographs, video and Baggage caused deliberately.
3. Loss of, theft of or damage to:
  - a. Rings, Gifts, Attire, Photographs or Video while in the custody of an airline, rail company, shipping line, bus or coach company, hotel or their agents unless **YOU** obtain a written report from them (known as a Property Irregularity Report).
  - b. Valuables not carried in **YOUR** hand luggage (i.e. carried on or about **YOUR** person) while in transit.
  - c. Rings, Gifts, Attire, Photographs or Video in an unattended motor vehicle unless securely closed and locked with the items placed out of sight in a locked boot, luggage area or compartment and there is evidence of forcible or violent entry.
  - d. Rings, Gifts, Attire, Photographs or Video in **YOUR** accommodation unless the accommodation has been securely locked or items locked in a safe or safety deposit box, where this is reasonably practicable.
  - e. Rings, Gifts, Attire, Photographs or Video left unattended in a place to which the public has or may obtain access.
  - f. Items shipped as freight or under a bill of lading.
  - g. Films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased pre-recorded.
4. Any loss or damage caused by the process of cleaning, repairing or by restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown.
5. Any loss due to delay, detention, confiscation, requisition or damage by Customs or other officials or authorities.

### IN THE EVENT OF A CLAIM FOR: WEDDING COVER

You will need to:

- Report theft or loss to the Police within 24 hours of discovery and ask them for a written Police report.
- If appropriate, report the theft or loss to **YOUR** courier or hotel/apartment manager and ask for a written report.
- Send **US YOUR** original trip booking invoice(s) and travel documents showing the dates and times of travel.
- Send **US** all original receipts, vouchers or other suitable evidence of hire/purchase/ownership/value for lost, stolen or damaged items,

For loss or damage in transit claims:

- Ask the airline, rail company, shipping line or their handling agent for a 'Property Irregularity Report' form or similar before leaving the baggage reclaim area.

For all damage claims:

- Send **US** an estimate to repair the damage.
- Keep damaged items as **WE** may want to inspect them.

## HOW TO COMPLAIN

(please see sections M, R and S for specific complaints procedures relating to these sections)

As a valued customer **YOU** have the right to expect the best possible service and support. If **WE** have not delivered the service that **YOU** expect or **YOU** are concerned with the service provided, **WE** would like the opportunity to put things right.

Initially, please raise **YOUR** concerns with the relevant department. Most problems can be resolved by speaking to the staff directly responsible for the handling of **YOUR** policy or claim. They will do their best to address the problem and in **OUR** experience most issues can be resolved satisfactorily at this stage. When **YOU** contact **US**, **WE** promise to:

- fully investigate **YOUR** complaint;
- keep **YOU** informed of progress;
- do everything possible to resolve **YOUR** complaint;
- learn from **OUR** mistakes;
- use the information from **YOUR** complaint to proactively improve **OUR** service in the future.

Please quote details of the policy, including **YOUR** policy certificate number or claims number and any other reference numbers to enable the enquiry to be dealt with speedily.

## ADMINISTRATION

If **YOUR** complaint relates to:

- a. the sale of **YOUR** insurance policy (including whether the policy meets **YOUR** needs); or
- b. the despatch of **YOUR** policy; or
- c. the arrangements for the payment of the premium

**YOU** should contact The Customer Services Manager at insurewithease.com 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP.

If you are not satisfied with the way we have handled **YOUR** complaint please contact: The Customer Care Manager at Mapfre Assistance, Maitland House, Warrior Square, Southend on Sea, Essex, SS1 2JY.

## CLAIMS COMPLAINT

Please see Sections M, R and S for the claims procedure applying to Scheduled Airline Failure, Travel Disputes Professional Fees and Airspace Closure Cover

If **YOUR** complaint relates to a claim under any other section of the policy the policy, then in the first instance **YOU** should contact The Claims Manager at ONE Claims Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP. Telephone 01992 708728.

## WHAT TO DO IF YOU ARE STILL NOT SATISFIED

If **YOU** are still not satisfied with **OUR** response then **YOU** may be able to refer **YOUR** complaint to the Financial Ombudsman Service. **YOU** must approach the Financial Ombudsman Service within six months of **OUR** final response to **YOUR** complaint.

## FINANCIAL OMBUDSMAN SERVICE

(Insurance Division), South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. Email: enquiries@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

## YOUR RIGHTS

**WE** must accept the Ombudsman's final decision, but **YOU** are not bound by it and may take further action if **YOU** wish. **YOUR** rights as a customer to take legal action remain unaffected by the existence or use of **OUR** complaints procedure. However, the Financial Ombudsman Service will not adjudicate in any cases where litigation has commenced.

## FINANCIAL SERVICES COMPENSATION SCHEME

**MAPFRE ASSISTANCE IS** covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN or by calling 0207 892 7300.

## SECTION R - 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 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

### AGENT

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



## AUTHORISED REPRESENTATIVE

A solicitor, counsel, claims handler or mediator, 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.

## 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 indemnity against **US**.

## EXCESS

The first £35 of each and every claim.

## HOLIDAY

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

## INSURED PERSON

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

## INSURER

UK Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Legal Insurance Management Ltd, UK Underwriting Limited and Ageas Insurance Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

## LEGAL PROCEEDINGS

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

## LIMIT OF INDEMNITY

£25,000 being the maximum **WE** will pay including incidents related by time or cause.

## PERIOD OF INSURANCE

The Period of Insurance shown in the Schedule.

## POLICYHOLDER, YOU, YOUR

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

## PRE-BOOKED ACCOMMODATION

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

## PROFESSIONAL FEES

Legal fees and costs reasonably and properly incurred by the Authorised Representative, 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 Representative shall be limited to the maximum amount recoverable from that respective Court.

## SCHEDULE

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

## STANDARD PROFESSIONAL FEES

The level of Professional Fees that would normally be incurred by **US** in either handling this matter using **OUR** own Claims Specialists or a nominated Authorised Representative 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 insurers and/or Legal Insurance Management Ltd, the Coverholder.

## 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 indemnify **YOU** in accordance with **OUR** Standard Professional Fees and where requested by **YOU** any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured 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 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.

## SPECIFIC EXCLUSIONS APPLYING TO SECTIONS R

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 Representative.
  - e. where **YOU** are responsible for anything which in **OUR** reasonable opinion prejudices Your case.
8. if **YOU** withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative, withdraw from the Legal Proceedings or the Authorised Representative refuses to continue to act for **YOU**.
  - a. in respect of the amount in excess of **OUR** Standard Professional Fees where **YOU** have elected to use an Authorised Representative of Your own choice.
  - b. that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits.
  - c. 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.

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 Representatives.
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 Insured Incident 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, criminal act, or violent behaviour.
17. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
18. 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.
19. A dispute which relates to any compensation or amount payable under a contract of insurance.
20. A dispute with **US** not dealt with under the Arbitration Condition.
21. Any dispute relating to patents copyrights trade or service marks registered designs passing off intellectual property trade secrets or confidential information.
22. An application for judicial review.
23. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
24. Any claim arising from stress or a stress related condition.
25. Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.
26. Fees payable to the Appointed Representative that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
27. 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.
28. Legal Proceedings between an Insured Person and a central or local government authority.
29. Any matter in respect of which an Insured Person is entitled to Legal Aid.
30. Any claims made or considered against **US**, the Agent or Authorised Representatives used to handle any claim.
31. Any claims relating to cosmetic treatment, surgery or tanning.

Conditions:

#### **ALTERATION OF RISK**

**YOU** shall notify **US** immediately of any alteration in risk which materially affects this insurance.

#### **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 **YOU** at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or Legal Proceedings. If **WE** subsequently agree to accept 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
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.
3. **WE** consider that it is unlikely that **YOU** will recover the sums due and or awarded to **YOU**.

Alternatively **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.

#### **REPRESENTATION**

**WE** will take over and conduct in **YOUR** name the prosecution, pursuit, or settlement of any claim. The Authorised Representative 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 Representative whose name and address **YOU** must submit to **US**. In selecting **YOUR** Authorised Representatives **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 Representative **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 Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative 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 Representative 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 Representative which may be required for this purpose. **YOU** or **YOUR** Authorised Representative 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 Representative 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 and expenses. If another person is ordered, or agrees, to pay **YOU** all or any costs and expenses, charges 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.

#### **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.

It is important that the data **YOU** have supplied is kept up to date. **YOU** should therefore notify **US** promptly of any changes. **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, 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS.

**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 14 days of issue we will refund **YOUR** premium, provided you have not travelled or made a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

## 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 and under European Law where applied in the UK.

## ARBITRATION

Any dispute between **YOU** and Us will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor 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 HELPLINE

All potential claims must be reported initially to the Claims 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 R

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  
18 Hagley Road, Stourbridge  
West Midlands DY8 1PS

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

In the event **YOU** remain dissatisfied and wish to make a complaint, you can do so by contacting the following:-

Head of Claims  
UK Underwriting Ltd  
Cast House, Old Mill Business Park  
Gibraltar Island Road  
Leeds LS10 1RJ

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

This applies if **YOU** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **YOU** may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel: 0845 080 1800

This does not affect **YOUR** statutory rights.

## 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. Most insurance contracts are covered for 90% of the claim with no upper limit. **YOU** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## SECTION S- NATURAL CATASTROPHE COVER

This cover is provided only if **YOU** have paid the Premium required.

### SCHEME REFERENCE: NCC2011

Insurewithease has arranged this insurance with Professional Travel Insurance Company Limited. Registered in Companies House (Gibraltar) Ltd., 317 Main Street, P.O. Box 848, Gibraltar. Reg no. 33927.

Insurewithease is a trading name of Ancile Insurance Group Ltd who are authorized and regulated by the Financial Services Authority (FSA) in the UK ([www.fsa.gov.uk](http://www.fsa.gov.uk)). Professional Travel Insurance Company Limited are authorised and regulated by the Financial Services Commission (FSC) in Gibraltar. The FSC holds a register of all regulated firms on its website (visit [www.fsc.gi](http://www.fsc.gi)).

## IMPORTANT CONTACT NUMBERS

**FOR POLICY ENQUIRIES** - Call the Customer Helpline on: Telephone Number 0844 334 0155.

**FOR CLAIMS** - Call the Claims Helpline on: +44 (0) 1992 708728.

## MAKING A CLAIM

Any incident or loss which gives rise, or may give rise, to a claim under **YOUR** Natural Catastrophe Cover should be advised immediately to:

ONE Claims Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP. Tel: +44(0)1992 708728.

On contacting the Claims Team, please state **YOUR** insurance is provided by Insurewithease and **YOU** are claiming under the Natural Catastrophe Cover section **YOU** will then be sent a claim form, which **YOU** should arrange to complete as fully as possible, and return with the necessary supporting documents.

If **YOU** have to make a claim, **YOU** must notify **US** as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after **YOUR** return **HOME**. **WE** reserve the right to decline liability for any claim notified after this date.

**WE** will, subject to the terms of the Policy, and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This Policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the **CERTIFICATE / SCHEDULE** that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

## TABLE OF COVER

Natural Catastrophe

	Cover	Max Sum Insured per person	Excess
<b>A</b>	<b>Cancellation</b>	Up to £1,500	£50
<b>B</b>	<b>Additional Expenses</b>	Up to £150 per day to a maximum of £1,500	£50
<b>C</b>	<b>Replacement Accommodation</b>	Up to £150 per day to a maximum of £1,500	£50
<b>D</b>	<b>Travel Delay</b>	£25 per 12 hours up to a maximum of £250	Nil

## DEFINITIONS

Wherever the following words or phrases appear within this Policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

## CERTIFICATE / SCHEDULE

Means the **CERTIFICATE / SCHEDULE** is proof of insurance and is part of the Policy. This document describes **YOU** and the insured person(s) who are covered under this Policy, the period of insurance and the cover **YOU** have chosen.

## EXCESS

Means the first amount of the claim for each person, each section and each incident which is payable by **YOU**. The Excess amounts are shown in the Summary of Cover.

## HOLIDAY SERVICES

Means pre-booked, pre-paid elements of the trip for car hire, airport parking, and excursion tickets.

## HOME

Means **YOUR** usual place of residence in the **UNITED KINGDOM**, Channel Islands, Isle of Man.

## MAXIMUM PERIOD OF COVER

Cover is provided for up to 31 days from when the **NATURAL CATASTROPHE** occurs or up to the first available date to get **YOU** to **YOUR** destination or **HOME** (whichever is sooner).

## NATURAL CATASTROPHE

Means an event caused by the following forces of nature that has a catastrophic consequence: fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **YOU** purchased this insurance.

## POLICY

**YOUR CERTIFICATE/SCHEDULE**, this wording and any endorsements.

## PUBLIC TRANSPORT

Means an airline, train, bus, coach, or ferry services, operating to a published timetable or Tour Operator's own transport service, or taxi, to join **YOUR** booked travel itinerary

## UNITED KINGDOM/UK

England, Scotland, Wales, Northern Ireland.

## US, WE, OUR

Professional Travel Insurance Company Limited.

## YOU, YOUR(S), INSURED

Means all person(s), the names of whom are on the Certificate at the time of premium payment and are shown on the Certificate / Schedule. All persons must be resident and registered with a medical practitioner in the **UNITED KINGDOM**, Channel Islands and Isle of Man.

What is covered:

If any part of **YOUR** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **NATURAL CATASTROPHE**, **WE** will provide cover up to the amount shown below as follows:

- A. Cancellation costs-up to the amount shown in the Table of Cover for any non-refundable unused travel, accommodation and **HOLIDAY SERVICES** which **YOU** have paid or are contracted to pay if the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is cancelled and **YOU** are unable to use **YOUR** travel, accommodation or **HOLIDAY SERVICES**.
- B. Additional Expenses-up to the amounts shown in the Table of Cover for any reasonable additional accommodation (room only) costs and transport expenses necessarily incurred, by **YOU** up to the standard of **YOUR** original booking, in reaching **YOUR** booked destination at any stage of **YOUR** trip, including **YOUR** return **HOME**, if
  - I. the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **YOU** to reach **YOUR** destination; or
  - II. the **PUBLIC TRANSPORT** on which **YOU** are booked to travel is cancelled and an alternative is not provided to **YOU** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **YOU** to continue with **YOUR** original itinerary.
- C. Replacement Accommodation-up to the amounts shown in the Table of Cover for reimbursement of additional accommodation (room only) costs due to circumstances outside of **YOUR** control.
- D. Travel Delay-up to the amounts shown in the Table of Cover if the public transport on which **YOU** are booked to travel is delayed or cancelled at any international departure point from or to the **UK**, provided **YOU** have checked in at the airport or, if **YOU** have checked in online, **YOU** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **YOU** incur when delayed at the airport such as food, drink and telephone expenses.

**PLEASE NOTE THAT IF YOU RECOVER YOUR COSTS FOR ANY PRE-BOOKED ELEMENTS OF YOUR ORIGINAL ITINERARY, WE WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS THAT YOU INCUR DURING THOSE ORIGINAL TRIP DATES.** This condition does not apply to costs that **YOU** incur after **YOUR** original trip end date where **YOU** have to extend **YOUR** trip for any of the covered reasons identified under sub-sections a) to d) above.

## SPECIAL NOTE REGARDING CLAIMS ARISING FROM VOLCANIC ASH CLOUDS:

**WE** will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **YOU** booking the trip, whichever is later.

## SPECIFIC EXCLUSIONS APPLYING TO SECTIONS S

What is not covered:

1. The first £50 of each and every claim per incident per person (except claims under sub-section 1d).
2. Travel tickets paid for using any airline mileage reward scheme or other reward points scheme.
3. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward points scheme.
4. Any circumstance existing or being publicly announced on or before the date **YOU** purchased this insurance or at the time of booking any trip, whichever is later, or, if **YOU** are cutting short **YOUR** trip under sub-sections b(i) and b(ii), before **YOU** had started **YOUR** trip.
5. Any costs incurred by **YOU** which are recoverable from a tour operator, public transport operator, accommodation provider, holiday services provider or any other source, or for which **YOU** receive or are expected to receive compensation or other assistance.
6. Any accommodation costs, charges and other expenses where the public transport operator has offered reasonable alternative travel arrangements or accommodation.
7. Any costs for normal day to day living such as food and drink.
8. Anything covered under the main Travel Insurance Policy being purchased with this cover.
9. Any travel or accommodation expenses **YOU** would normally incur.

10. Any costs if **YOU** have made **YOUR** own arrangements as the result of which less than a 24 hour delay has been incurred.
11. Any costs if **YOU** do not take the first available means of transport to get to **YOUR** destination or Home or any unreasonable or unnecessary costs to get **YOU** to **YOUR** destination or **HOME**.
12. Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, public transport provider or holiday services provider.
13. Any claims directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
  - a. act of terrorism; or
  - b. nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - c. war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
  - d. seizure or illegal occupation; or
  - e. confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **You** of the use or value of **YOUR** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
  - f. discharge of pollutants or contaminants, (other than from **NATURAL CATASTROPHES** as defined under the Policy definitions above) which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
  - g. chemical or biological release or exposure of any kind (other than from Natural Catastrophes as defined under the Policy definitions above); or
  - h. threat or hoax, in the absence of physical damage due to an act of terrorism; or
  - i. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or
  - j. prohibitive regulations by the government of any country.
14. Any claims arising directly or indirectly from **YOU** travelling against Foreign Office advice.

### SPECIAL CONDITIONS RELATING TO CLAIMS

1. It is a condition that all material facts have been disclosed to **US**. Failure to do so may affect **YOUR** rights under this insurance. Following a change in material fact disclosed to **US** by **YOU** during the period of insurance, **WE** reserve the right to amend or cancel **YOUR** insurance, providing **YOU** with a pro-rata refund of premium. If **YOU** are in any doubt as to whether a fact is 'material', then for **YOUR** own protection it should be disclosed to **US**.
2. If **YOU** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **YOU** find out it is necessary to cancel the trip, the amount **WE** will pay will be limited to the cancellation charges that would have otherwise applied.

3. **YOU** must obtain (at **YOUR** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **YOU** could not use **YOUR** pre-booked accommodation and the reason for this.
4. **YOU** must give notice as soon as possible to **US** of any circumstances making it necessary for **YOU** to return **HOME** and before any arrangements are made for **YOUR** repatriation.
5. **YOU** must obtain (at **YOUR** own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
6. **YOU** must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of **YOUR** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **YOUR** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of **YOUR** rights can be downloaded from: [http://europa.eu.int/comm/transport/air/ rights/index\\_en.htm](http://europa.eu.int/comm/transport/air/ rights/index_en.htm).

In all correspondence please state **YOUR** insurance is provided by Insurewith ease and quote scheme reference **NCC2011**.

### COMPLAINTS PROCEDURE FOR SECTION 5

In the event that **YOU** remain dissatisfied about any matter and wish to make a complaint, **YOU** can do so by contacting the following:

The Complaints Officer  
Professional Travel Insurance Company Limited's Representative  
Insurance House,  
Prisma Park, Berrington Way,  
Basingstoke RG24 8GT

If **YOU** remain dissatisfied, **YOU** may write to:

The Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall  
LONDON E14 9SR

Please note that the Financial Ombudsman Service will not consider **YOUR** complaint until **YOU** have received a final decision from Professional Travel Insurance Company Limited.

The existence of these internal arrangements does not affect **YOUR** right to take immediate legal action against Professional Travel Insurance Company Limited.

### COMPENSATION SCHEME

**WE** are covered by the Financial Services Compensation Scheme (FSCS). **YOU** may be entitled to compensation from the FSCS if **WE** cannot meet **OUR** obligations. Insurance advising and arranging is covered at 90% of the claim, without any upper limit.

### DATA PROTECTION ACT 1998

Please note that any information provided to **US** will be processed by **US** and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **WE** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.