

2012

True Traveller Travel Insurance



Policy Document

Please ensure you read this document carefully and keep it with you when travelling

This Policy Document contains details of the Travel Insurance Scheme which is underwritten by ACE European Group Limited (ACE), part of the ACE Group of Companies. ACE is registered in England and Wales No 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority, FRN 202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on +44 (0) 845 606 1234. All references to the Insurer in this Policy Document are to ACE.

Cover applies to each **Insured Person** named on the Booking Invoice or Validation Certificate (as applicable). The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

IMPORTANT- Your insurance policy number is the same as your Booking Invoice or Validation Certificate (as applicable) number. Please note your insurance policy number prior to travel. Please ensure that you retain your original documents as you will need to submit them in the event of a claim arising.

INDEX

Page 2	Policy Document.
Page 3	Sums Insured. Pre-existing Medical Conditions.
Page 4	Medical Emergencies. How to make a Claim.
Page 5	Complaints Procedure.
Page 6	Period of Insurance. Definitions.
Page 7	General Conditions.
Page 9	General Exclusions.
Page 11	Section A Medical Expenses & Personal Liability.
Page 13	Section B Personal Accident. Section C Cancellation or Curtailment.
Page 14	Section D Travel Delay.
Page 15	Section E Personal Effects.
Page 16	Section F Legal Expenses.
Page 17	Section G Winter Sports Extension.
Page 18	Section H Travel Disruption.
Page 20	Annual Multi Trip Insurance.
Page 21	Sporting and Hazardous Activities.
Page 22	Geographical Areas.
Page 23	Data Protection.
Page 24	Claims Checklist.

	Sums Insured – Per Person	True Value	True Traveller & True Adventurer
SECTION A	Medical Expenses	Up to £5,000,000	Up to £5,000,000
	In Patient Benefit	£200	£200
	Criminal Injuries Benefit	£5,000	£5,000
SECTION B	Personal Liability	£2,000,000	£2,000,000
SECTION C	Personal Accident	£25,000	£25,000
SECTION D	Cancellation or Curtailment	N/A	£3,000
	Delayed Departure or Arrival	N/A	£100
	Cancellation due to Delayed Departure	N/A	£1,000
	Hi-jack of Aircraft	N/A	£3,000
	Interruption of Transport	N/A	£300
SECTION E (optional)	Personal Effects	£2,000	£2,000
	Money	£500	£500
	Tickets	£1,000	£1,000
	Passport & Visas	£250	£250
	Temporary Loss of Baggage	£100	£100
SECTION F	Legal Expenses	£15,000	£15,000
SECTION G	Winter Sports Extension	Optional	Optional
SECTION H	Travel Disruption	Optional	Optional

PRE-EXISTING MEDICAL CONDITIONS

COVER IS EXCLUDED FOR ANY DEFINED PRE-EXISTING MEDICAL CONDITION. IF IN DOUBT PLEASE CALL OUR MEDICAL SCREENING HELPLINE, IN CONFIDENCE ON: 0844 826 2686

Definition of a **Pre-Existing Medical Condition**:

- Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).
- Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

The medical screening helpline may be contacted between 09.00 and 17.00 Monday to Friday and 10.00 to 16.00 on Saturdays. The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include Pre-existing Medical Conditions. You will be asked for your personal and travel details. Please have your insurance policy number to hand if known.

You will be advised whether the **Pre-Existing Medical Condition** may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and you elect to take up the offer of the additional cover, you will be given a medical screening reference number and a letter will be sent to you upon receipt of payment. Any additional premiums must be paid directly to the medical screening helpline and not the company you are arranging your travel insurance with.

Should you not wish to take advantage of the optional terms quoted by the medical screening helpline, cover for the **Medical Condition** in question will be excluded.

There is no cancellation or curtailment cover for a **Pre-Existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless disclosed to the medical screening helpline by that same **Close Relative** and additional cover agreed.

Please also see General Exclusions for additional details of other excluded Medical Conditions.

Change of Health

If an **Insured Person's** health changes after the date this policy was purchased, including prior to booking any individual

journey in respect of an Annual Multi Trip Policy, then you **MUST** contact the medical screening helpline immediately if:

- The **Insured Person** has reason to believe that their journey may need to be cancelled or curtailed, or they are aware of any other circumstance that could reasonably be expected to result in a claim on this Policy; or
- A doctor has advised them against travelling or they believe would do so if their advice was sought; or
- They have any Medical Condition for which they have received a terminal prognosis; or
- They have a renewable Annual Multi Trip Policy that expires before their date of departure.

Provided the journey was booked before the change of health occurred, you may have a valid cancellation claim if the **Insured Person** has to cancel their journey, or if the Insurer cannot provide the cover required.

If you have an Annual Multi Trip Policy and book a new journey without telling the medical screening helpline about any health changes noted above, the Insurer will not cover any claims directly or indirectly caused by, arising or resulting from, or in connection with this change of health.

If advised about an **Insured Person's** change of health, the Insurer will tell you if they can provide cover for any claim arising from this change of health, and if so, whether any additional premium is required, or any additional terms apply. If the Insurer agrees to cover any change in health, then they will confirm this in writing.

MEDICAL EMERGENCIES

SPECIALTY ASSISTANCE EMERGENCY MEDICAL SERVICE is available 24 hours a day 365 days a year
IMMEDIATE CONTACT MUST BE MADE with SPECIALTY ASSISTANCE in the event of death or injury or illness necessitating any of the following:

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION TO TRAVEL PLANS
- (iv) CURTAILMENT OF TRAVEL

SPECIALTY ASSIST LTD

TEL: **+(44) (0) 20 7902 7405** FAX: +(44) (0) 20 7928 4748

Please note the Insured Person's failure to contact Specialty Assistance may result in their claim being reduced or declined. Private medical treatment is not covered unless authorised by Specialty Assistance.

Be prepared to give your:

- (a) validation certificate number.
- (b) name and address of agent or tour operator from whom insurance was purchased.
- (c) dates of outward and return travel (tickets/itinerary).
- (d) details of problem including name and address of patient and nature of illness/accident.
- (e) name and telephone number of hospital and attending doctor.
- (f) details of usual GP.

Please note, should you require medical treatment in Australia you **MUST** enrol with MEDICARE. Full details are shown in this policy document.

Specialty Group Limited, trading as Specialty Assistance, 5-11 Lavington Street, London SE1 0NZ, is authorised and regulated by the Financial Services Authority. Their registration number 310533 can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

HOW TO MAKE A CLAIM

Claims Procedure

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claims form please contact the claims handlers: **www.csal.co.uk**

Claims Settlement Agencies

308-314 London Road, Hadleigh, Essex SS7 2DD.

Tel: **0844 826 2644** Fax: 0844 826 2645

Email: info@csal.co.uk

CSA is authorised and regulated by the Financial Services Authority. Their registration number 309264 can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

IMPORTANT

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this policy document (paying particular attention to the Terms and Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this policy document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

Third Party Rights

You and the Insurer have agreed that it is not intended for any other party who is not a party to this contract to have the right to enforce the terms of this contract.

Contract

This Policy Document, the Booking Invoice or Validation Certificate (as applicable) and any information provided in your application will be read together as one contract.

GENERAL ENQUIRIES

If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact the Insurance Brokers who arrange the scheme: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ Telephone 020 7938 1734.

COMPLAINTS PROCEDURE

If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:

The General Manager
ACE Insurance Ltd
PO BOX 1018
Ashdown House
125 High Street
Crawley
West Sussex RH10 1DQ
Tel: +44 (0) 1293 726225
E-mail: ace.traveluk@acegroup.com

If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:

The General Manager
Campbell Irvine Ltd
52 Earls Court Road
Kensington
London W8 6EJ
Telephone 020 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

FINANCIAL OMBUDSMAN SERVICE

The Insurer is a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if you are not satisfied following receipt of the final response. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800
Fax 0207 964 1001
www.financial-ombudsman.org.uk

PERIOD OF INSURANCE

The period that you are insured for as shown on your Booking Invoice or Validation Certificate (as applicable).

Single Trip

Cover under Section C – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their residence or place of business to commence travel.

Cover under all other sections of the policy starts when the **Insured Person** leaves their normal residence or place of business to commence their trip.

All cover ends on the Insured Persons return home, within 24 hours of their return to their **Home Country**, or at the expiry of the Period of Insurance, whichever is first.

For trips which are 6 months in duration or more for which the appropriate premium has been paid and shown on your booking invoice or Validation Certificate (as applicable) cover may extend for one return trip back to the **Insured Person's** normal country of residence for a period of up to 10 days during which time all cover is temporarily suspended under this Insurance.

Annual Multi Trip

Any one trip shall be limited to a maximum duration of 70 days, or 31 days if aged 66 years or more at date of payment of insurance premium. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 70/31 days will not be insured.

Cover under Section C – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Persons** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance.

Automatic Trip Extension

If the **Insured Person** is prevented from completing their travel before the expiration of this Insurance as stated under the Period of Insurance on the Booking Invoice or Validation Certificate (as applicable) for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of an **Insured Person** being hijacked, cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

Please ensure you arrange cover for the entire duration of your travel.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy Document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

Close Relative

Means mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in law, son in law, daughter in law, brother in law, sister in law, step parent, step child, step sister, step brother or legal guardian.

Dependent Business Partner

Means a person in the same employ as you whose absence from work necessitates your presence.

Home Country

Means any country in Europe, (excluding Switzerland, Belarus, Montenegro and the Ukraine) that the Insured Persons normally resides in.

Insured Person

Means any person named on the Booking Invoice or Validation Certificate (as applicable).

Irrecoverable Payments and Charges

Means the cost of pre-paid tickets or bookings that are not refundable from the provider.

Medical Condition

Means any disease, illness or injury.

Medical Practitioner

Means a registered practising member of the medical profession who is not related to the **Insured Person** or any person with whom they are travelling.

Policy Excess

Means the amount of any claim that you have to pay before any payment is made to you.

Pre-existing Medical Condition

Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

Strike or Industrial Action

Means any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Terrorism

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

Travelling Companion

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

Unattended

Means when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with their property.

Valuables

Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals, photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation, electrical equipment, binoculars, optical equipment, telescopes and animal skins.

CONDITIONS

The Insured Person must comply with all the terms and conditions stated in this Policy Document, exercise reasonable care, and act as if uninsured at all times to have the full protection of their policy. If the Insured Person does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

General Conditions

1. If cover is taken out after you have left home and you have already commenced your travel, cover is only available on the strict understanding that nothing has occurred at the time of taking out the cover which has led to a claim or may lead to a potential claim, and the Policy Endorsement 'Already Travelling' is shown on your Certificate of Insurance.
2. This Insurance is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature or any hazardous activity not agreed on behalf of the Insurer.
3. The appropriate additional premium has been paid by any person aged 66 years or more at date of payment of insurance premium. This Insurance is not available to any person aged 70 years or more at the date of payment of insurance premium (**under 50 years for True Value Policies**) unless agreed in writing.

4. That you contact Specialty Assistance as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

Cooling Off Period

The **Insured Person** may cancel this policy within 14 days of the date of receipt of the policy document (new business) or the renewal date by writing to or calling us during the 14 day cooling off period. Any premium paid will be refunded in full so long as no period of travel has started and there are no known losses. If the **Insured Person** elects to cancel this policy after the first 14 days of the date of receipt of the policy documentation, it will be cancelled from the date your instructions are received or any later date you advise. You may be charged a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

Fraudulent Claims

The **Insured Person** must not act in a fraudulent manner. If the **Insured Person** or anyone acting for them:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by the **Insured Person** wilful act or with your connivance

Then:

- The Insurer shall not pay the claim
- The Insurer shall not pay any other claim which has been made or will be made under the policy.
- The Insurer may at their option declare the policy void.
- The Insurer shall be entitled to recover from the **Insured Person** the amount of any claim already paid under the policy.
- The Insurer shall not make any premium returns.
- The Insurer may inform the Police of the circumstances.

Reciprocal Health Care

Should you require medical treatment in Australia you MUST enrol with MEDICARE www.medicare.gov.au. It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with SPECIALTY ASSISTANCE and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided.

Your failure to contact Specialty Assistance may result in a claim being reduced or declined.

Should you require medical care in Europe, a European Health Insurance Card (EHIC) entitles the **Insured Person** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at www.dh.gov.uk/travellers.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance;

at the point of treatment, then the Insurer will NOT deduct the excess.

Duplicate Insurance

If at the time of loss, theft, damage, expense or liability insured by Sections A (except A.4.), C, D, E, F and G there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

Subrogation

The Insurer is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Insured Person** name for the Insurer's benefit against any other party.

One Way Travel

Cover under all sections ceases on arrival at final destination.

Claim Conditions

Documentation:

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the **Insured Person** or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The **Insured Person**

shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of the **Insured Person** the Insurer shall be entitled to have a post-mortem examination at their own expense.

Interest:

The Insurer will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by them following receipt of all the required certificates, information and evidence necessary to support the claim.

Recognising Our Rights : You and each **Insured Person** must recognise the Insurer's right to:

1. Pay, repair or replace

choose either to pay the amount of a claim (less any Excess and up to any Sum Insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

2. Inspect & dispose of items

inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;

3. Handle a claim in your name take over and deal with the defence or settlement of any claim in

your name and keep any amount recovered;

4. Pay in sterling

settle all claims in pounds sterling;

5. Be reimbursed promptly

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which the Insurer pays to you or on your behalf;

6. Receive medical certificates

be supplied at your expense with appropriate original medical certificates where required before paying a claim.

7. Carry out medical examinations

request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at their expense.

Paying Claims:

1. Death

A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

2. All other Claims

A. If the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

Please refer to the Claims Checklist at the end of this policy document for a list of documentation required by Claims Handlers to process a claim.

GENERAL EXCLUSIONS

Excesses – Applicable to most claims unless the appropriate Policy Excess Waiver premium has been purchased and shown on your booking invoice or validation certificate (as applicable).

The Insurer shall not pay:

a) The first £70 (increased to £120 for True Value policies) of each and every claim, per incident claimed for under each Section by each Insured Person.

b) The first £250 of each and every claim arising from the same incident under Sections A.4.2 rented accommodation (in respect of the use of rented temporary accommodation only) and F Legal Expenses.

No Policy Excess applies to Sections B - Personal Accident, C - Loss of deposit only, D - Travel Delay, E5 - Temporary loss of baggage and G - Piste Closure only.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or

- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance; at the point of treatment, then the Insurer will NOT deduct the excess.

The Insured Person will not be covered under Section A – Medical Expenses, Section B – Personal Accident or Section C - Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

- i) Any Pre-existing Medical Condition unless you have contacted the medical screening helpline on 0844 826 2686 and the Insurer has agreed to provide cover and you have paid the additional premium required.
- ii) Any Medical Condition that the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative has received a terminal prognosis.
- iii) Any Medical Condition the Insured Person is aware of but which has not had a formal diagnosis.
- iv) Any Medical Condition for which the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is on a waiting list for or has knowledge of the need for surgery in a hospital;

or
B) After the date this policy was purchased including prior to booking any individual journey in respect of an Annual Multi Trip Policy:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the 'Pre-Existing Medical Conditions' section on page 2 has not been followed.

or
C) At any time:

- i) Any Medical Condition the Insured Person has in respect of which a Medical Practitioner has advised them not to travel or would have done so had they sought his/her advice.
- ii) Any surgery, treatment or investigations for which you intend to travel outside your Home Country to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures).
- iii) Any Medical Condition for which the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.
- iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;
- v) Participating in any activity where the Insured Person has been advised against doing so by a Medical Practitioner.

The Insurer shall not pay (unless agreed in writing by or on behalf of the Insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1.(a) (i) Mountaineering or climbing; pot-holing; sports tours; motorised competitions; racing; competing in or practicing for speed or time trials of any kind; or
- (ii) Travelling by motorcycle, unless in respect of motorcycles up to 125 cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets (unless the appropriate Motorcycle Touring Option Premium has been paid and shown on your Booking invoice or validation certificate (as applicable)); or
- (iii) Winter Sports, unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable), but always excluding ski racing, ski jumping, ice hockey or the use of bobsleighs or skeletons.
- (b) Any activity where **Insured Persons** do not wear the recommended/recognized safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organizers /providers; or
- (c) Any activity in the air (other than as a passenger in a fully licensed passenger-carrying-aircraft, bungee jumping, parasailing, parasailing tandem sky diving and the appropriate Adventure Pack Activities Premium has been paid and shown on your Booking invoice or validation certificate (as applicable)); or
- (d) Wilful exposure to needless danger (other than in an attempt to save human life); or
- (e) Air travel within 24 hours of scuba diving.

NOTE: Exclusions 1.(a), (b) and (c) are not applicable to cancellation claims under Section C.

NOTE: Please see Sporting and Hazardous Activities Section.

2. (a) Any form of stress or anxiety; or
- (b) Depression or any other mental or nervous disorder that was diagnosed before the Period of Insurance commenced, or before the trip was booked (whichever is later). Mental disorders diagnosed at any other time are also excluded unless investigated and diagnosed by a hospital consultant specialising in the relevant field.
3. Any wilfully self-inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.
4. The **Insured Person's** participation in any criminal or illegal acts.

5. Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of **Terrorism** where you are actively engaged and/or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.
6. (a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
 (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 7.(a) Unless the Insurer provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which the **Insured Person** is claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.
 (b) Any costs for;
 (i) telephone calls (other than the first call to Specialty Assistance to notify them of a medical problem requiring hospitalisation); or
 (ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or
 (iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).
8. Any **Insured Person's** travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against all, or all but essential travel, unless agreed by or on behalf of the Insurer.
9. Any search and rescue costs or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This does not include medical evacuation costs by the most appropriate transport.
10. Private medical treatment unless authorised by Specialty Assistance.
11. Interest on any benefit payable under this Policy unless payment has been unreasonably delayed by or on behalf of the Insurer following receipt of all the required certificates, information and
12. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
13. Any circumstances the **Insured Person** is aware of that could reasonably be expected to give rise to a claim on this policy unless the Insured Person has been given the Insurer's written agreement.

SECTION A. MEDICAL EXPENSES & PERSONAL LIABILITY

1. Medical, Repatriation and Associated Expenses.

Up to £5,000,000

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

- i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's Home Country** including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Emergency Medical Service; Specialty Assistance, or their Agents). The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the **Medical Practitioner** in attendance and their medical advisers the **Insured Person** is fit to travel.
- ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hi-jacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Emergency Medical Service; Specialty Assistance.
- iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.
- iv) the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 or funeral expenses incurred abroad up to £1,000.

2. In Patient Benefit. Up to £200

In addition to the costs referred to above, the Insurer will also pay the sum of £10 compensation for each complete day, up to £200, that the **Insured Person** is confined to hospital outside their **Home Country**.

3. Criminal Injuries. Up to £5,000

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted evidence necessary to support the claim from an unprovoked personal assault, the In Patient Benefit payable under Section A2 above is increased to £100 per complete day, up to £5,000, that the **Insured Person** is confined to hospital outside of their **Home Country**.

EXCLUSIONS APPLICABLE TO SECTION A1, A2 and A3

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.
3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.
4. medical expenses incurred in an **Insured Person's Home Country**.
5. a claim that is not verified by a medical report whilst travelling.
6. elective or cosmetic surgery unless deemed medically necessary and agreed by the Emergency Medical Service (Specialty Assistance).
7. dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.
8. any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and Specialty Assistance can be reasonably delayed until the **Insured Person** return to their **Home Country**.
9. any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your **Home Country** after the date when, in the opinion of Specialty Assistance, you should have done so.
10. accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by Specialty Assistance.
11. medication an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).

4. Personal Liability.

Up to £2,000,000

The Insurer will indemnify **Insured Persons** against all sums which they are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death, illness or disease) to any person;
2. accidental loss of or damage to material property; which occurs during the Period of Insurance and arises out of and in the course of their journey.

The maximum amount which the Insurer shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause is £2,000,000.

The Insurer will also pay Costs and Expenses.

Costs and Expenses shall mean:

1. all costs and expenses recoverable by any claimant from any **Insured Person**;
2. all costs and expenses incurred with the Insurer's written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction; in respect of any occurrence to which Section A4 applies.

Costs and Expenses are payable in addition to the limit of liability for Section A4 except in respect of

1. occurrences happening in; or
2. claims or legal proceedings brought or originating in; the United States of America or Canada or any other territory within the jurisdiction of either such country. In these circumstances, Costs and Expenses are included in the limit of liability for Section A4.

CONDITIONS APPLICABLE TO SECTION A4.

1. The Insurer may at any time pay to the **Insured Person** in respect of any occurrence(s) covered by Section A4 the limit of liability applicable to such occurrence(s) (after deduction of any sums already paid) or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled and upon such payment being made the Insurer shall be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment.
2. If at the time of the happening of any occurrence covered by Section A4 there is any other existing insurance whether taken out by the **Insured Person** or not covering the same liability the Insurer shall not be liable to indemnify the **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had Section A4 not been effected.
3. **Insured Persons** must;
 - i. give the Insurer written notice as soon as possible of any incident which may give rise to a claim;
 - ii. give the Insurer all necessary information and assistance which they may require; and
 - iii. forward every letter, writ, summons and process to the Insurer as soon as they receive it.
4. **Insured Persons** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without the Insurer's permission in writing.

EXCLUSIONS APPLICABLE TO SECTION A4.

The Insurer shall not indemnify **Insured Persons** against liability:

1. in respect of bodily injury to any person who is

- i. under a contract of service with an **Insured Person** when such injury arises out of and in the course of their employment by that **Insured Person**;
 - ii. a member of the **Insured Person's** family.
2. assumed by any **Insured Person** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. in respect of loss of or damage to property
- i. belonging to the **Insured Person**;
 - ii. in the **Insured Person's** care custody or control.
- However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured Person** in the course of their journey.
4. in respect of bodily injury, loss or damage caused directly or indirectly by, or in connection with:
- i. the carrying on of any trade business or profession;
 - ii. the ownership, possession or use of
 - a. horse-drawn or mechanically propelled vehicles;
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft);
 - c. firearms (other than sporting guns).
5. arising from the occupation or ownership of any land or building other than any building temporarily occupied by the **Insured Person** in the course of their journey.
6. in respect of punitive or exemplary damages.
7. in respect of activities or volunteer work organised by or when the **Insured Person** is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation, except where no other insurance or indemnity is available.

SECTION B. PERSONAL ACCIDENT.

Up to £25,000

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay the following Sums Insured:

- 1. Death, or £10,000
- 2. Loss of Sight, or £25,000
- 3. Loss of One or Two Limbs, or £25,000
- 4. Permanent Total Disablement £25,000

Provided that:

- A) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death
- B) the total compensation in respect of any one **Insured Person** shall not exceed £25,000.

Definitions

Loss of One or Two Limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

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

- a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Permanent Total Disablement: A disability which has lasted for at least 12 months from which the Insurer believes the **Insured Person** will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

Special Condition

If an **Insured Person** was already disabled before the bodily injury or already had a condition which is gradually getting worse, the Insurer may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- A. the disability after the bodily injury; and
- B. the extent to which the disability is affected by the disability or condition before the Accident.

SECTION C. CANCELLATION or CURTAILMENT.

Up to £3,000 (cover not applicable to True Value policies)

Unless the appropriate additional top up premium has been paid and is shown on your Booking Invoice or Validation Certificate (as applicable).

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it by returning to their **Home Country** before completion, as a result of:

- i) the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured **Travelling Companion**.
- ii) the death, serious injury or illness of a **Close Relative**, or the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or **Dependant Business Partner** of the **Insured Person** or insured travelling companion which necessitates the presence of the person concerned.
- iii) Hi-jack.
- iv) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.
- v) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

- a) for Cancellation prior to departure; any **Irrecoverable Payments and Charges** (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.
- b) for Curtailment after initial departure; a pro-rata proportion of non-refundable unused inclusive tour costs, or alternatively the original value of non-refundable unused air tickets up to £3,000 for any of the above reasons.

Your claim will be based on the number of complete days not used.

Where return to a person's Home Country is necessary in an emergency situation they should contact Specialty Assistance who may be able to assist in having existing air tickets amended.

EXCLUSIONS APPLICABLE TO SECTION C.

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required. There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**.
3. the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
4. an **Insured Person** having to cut short their trip but not returning to your **Home Country**, in which case the Insurer will only pay for the equivalent costs which you would have incurred had you returned to your **Home Country**.
5. you being unable to continue with your travel due to your failure to obtain the passport or visa you require for your trip.
6. a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).

SECTION D. TRAVEL DELAY

(cover not applicable to True Value policies)

1. Delayed Departure or Arrival

The Insurer will pay each **Insured Person** up to the limits shown below if the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Limits

The Insurer will pay either:

- a) £25 for each complete 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100 each **Insured Person**, or
- b) if the **Insured Person** elects to cancel the whole travel itinerary prior to departure. **Irrecoverable Payments and Charges** made for the travel, accommodation, tours or excursions up to £1,000 each **Insured Person**.

2. Hijack of Aircraft

The Insurer will pay compensation of £100 per complete day that the **Insured Person** is in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which the **Insured Person** is travelling as a passenger, up to £3,000.

3. Failure of Transport Connections in the United Kingdom

If the **Insured Person** arrives at the point of international departure in the United Kingdom too late to commence the booked travel as the result of failure of scheduled public transport services in the United Kingdom due to inclement weather, **Strike or Industrial Action, Terrorism**, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which the **Insured Person** is travelling to the point of departure, the Insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by the **Insured Person** in order to reach the booked destination.

EXCLUSIONS APPLICABLE TO SECTION D.

The Insurer shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

1. **Strike or Industrial Action, Terrorism**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
2. the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

SECTION E. PERSONAL EFFECTS

Cover not applicable to True Value policies unless the appropriate additional premium has been paid and cover shown on your Booking Invoice or Validation Certificate (as applicable).

For True Traveller and True Adventure policies cover will apply under this policy section unless otherwise shown on your Booking Invoice or Validation Certificate (as applicable), the Insurer will pay for Loss, Theft or Damage to:

1. Accompanied personal baggage, clothing or effects belonging to the Insured Person. Up to £2,000.

The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.

2. Personal Monies. Up to £500. Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

3. Tickets. Up to £1,000. Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

4. Passport or Visas. Up to £250. In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.

5. Temporary Loss of Baggage up to £100. If baggage is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the **Insured Person** up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

NOTE IN RESPECT OF CASH

Cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

CONDITIONS APPLICABLE TO SECTIONS E & G

The **Insured Person** must comply with the following conditions to have the full protection of their policy. If the **Insured Person** does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

1. The **Insured Person** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.
2. The maximum the Insurer will pay for any insured article shall be limited to £250, the value of a pair or set of articles shall be limited to £250, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
4. There is a maximum limit of £350 in total in respect of all **Valuables**.
5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.
6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £100 per pair.

7. The **Insured Person's** failure to comply with local authority advice when checking in baggage may result in a claim being reduced or declined.

EXCLUSIONS APPLICABLE TO SECTION E and G.

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. Winter sports equipment is excluded unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable).
3. loss, theft or damage to property hired to the **Insured Person** or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
5. the breakage of fragile articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example your clothes or camera being damaged by spillage.
6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.
9. shortages due to error or omission, depreciation in value.

SECTION F. LEGAL EXPENSES

Up to £15,000

The Insurer will pay for legal costs and expenses, or the appointment of a claims agent in order to pursue compensation and/or damages against a third party arising from or out of personal injury to or death of the **Insured Person** occurring during the Period of Insurance.

The Insurer shall have complete control over the legal proceedings, however **Insured Persons** have the right to select and appoint legal representatives of their choice to represent them in any legal inquiry or legal proceeding (provided any appointment of a legal representative is not on a contingency fee basis, where the legal representative charges a proportion of the amount recovered as a fee). The **Insured Person** shall provide the Insurer with details of the selected legal representative's name and address. The Insurer may provide information about legal representatives in the local area if asked to do so.

EXCLUSIONS APPLICABLE TO SECTION F.

The Insurer shall not pay for:

1. costs incurred in pursuance of any claim against a travel agent, or tour operator including any employee, servant or agent thereof, carrier or their suppliers, **Travelling Companion, Close Relative** or the Insurer or their representatives.
2. legal expenses incurred prior to the granting of support by the Insurer or without their written consent.
3. any claim where, in the Insurer's opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
4. claims for professional negligence.
5. claims against any employer, or whilst carrying on any trade or profession.
6. the first £250 of any claim.

LEGAL EXPENSES CLAIMS

If an **Insured Person** suffers a personal injury and wishes to claim against the person who caused it they may telephone 0844 826 2644 for guidance.

SECTION G. WINTER SPORTS EXTENSION

Applicable only if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) and in addition to the cover granted under all other sections of this Insurance.

Ski Equipment up to £350

The Insurer will pay up to the Sum Insured in respect of:

- a) Loss, theft or breakage of skis and ski equipment owned by the **Insured Person**.
- b) Loss, theft or breakage of skis and ski equipment hired to and in the charge of the **Insured Person**. There is a limit of £250 for any single item, set or pair and an overall limit of £100 in respect of hired equipment. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, liability shall be limited to £100.

NOTE: Claims will in any event be settled on the basis of 20% depreciation each year for such items.

Ski Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of skis following:-

- a) Loss, theft or breakage of an **Insured Person's** skis.
- b) The misdirection or delay in transit of an **Insured Person's** skis, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

Ski Pack up to £300

The Insurer will pay up to the Sum Insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

- a) Accident or sickness of an **Insured Person**.
- b) Loss, theft or damage of ski pass.

Piste Closure up to £200

The Insurer will pay up to £20 for each 24 hour period that it is not possible to ski, up to the maximum Sum Insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an **Insured Person's** pre-booked resort following the closure of skiing facilities.

Avalanche Closure up to £150

The Insurer will pay up to the Sum Insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport is delayed beyond the scheduled arrival time as a direct result of avalanche. Subject to a delay of not less than 12 hours having occurred.

NOTE: This Winter Sports Extension is subject to the same Conditions and Exclusions as Section E Personal Effects, other than the exclusion of hired equipment. Skis and Ski equipment includes snow boards and snow board equipment.

EXCLUSIONS APPLICABLE TO SECTION G.

The Insurer shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. occurrences detailed above that do not occur during the Period of Insurance.
2. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, or the use of bob sleighs or skeletons.
3. the Ski Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of skis or ski poles over five years old.
5. loss, theft or damage to skis or ski equipment carried on a vehicle roof rack.
6. loss of or damage to skis or ski equipment whilst in use.
7. Piste Closure outside the months that constitute the local regular ski season.

Please note: Winter Sports activities using a recognized piste are only insured if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable). Random 'off piste' winter sports activities will only be insured if, in addition to the requirement noted above, they are with a qualified instructor or in a group of not less than 3 persons in possession of working communications or portable telephones. No cover for winter sports activities against local authority advice.

SECTION H. TRAVEL DISRUPTION

Applicable only if the appropriate additional premium has been paid and shown on your validation certificate or booking invoice (as applicable).

In witness whereof the certificate has been signed by the issuing agent.

"This is to Certify" that in accordance with the authorisation granted to the Issuing Agent under Contract (Number PA999AHU 2011) by certain syndicates at Lloyd's, hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, there Executors and Administrators, to ensure the person(s) named in the Schedule for the benefits herein.

We will pay each Insured Adult the following irrecoverable costs incurred, if upon your scheduled return to the United Kingdom, you are delayed for more than 24 hours beyond the time of international departure shown in your itinerary for reasons beyond your control, subject to the conditions of this insurance contract.

Up to £50 per day to pay for additional accommodation to the same rating as originally booked.

The amount payable under this section is limited to £1,000 in total.

Up to £50 per day for the purchase of food or meals but not drinks, alcoholic or not.

The amount payable under this section is limited to £1,000 in total.

Up to £350 to make alternative travel arrangements for your independent return back to the UK.

Up to £100 to obtain and or purchase essential medication prescribed to you prior to your departure.

Up to £10 per day for the purchase of essential items or services but not food or drink.

The amount payable under this section is limited to £100 in total.

Up to £25 for additional transport costs to get you from your accommodation to your point of international departure, as shown in your original itinerary, in the event that the pre-paid provider fails to turn up at your accommodation within the first 45 minutes of the scheduled time.

Up to £100 for additional transport costs to collect your vehicle from your original point of international departure, if your return to the UK is somewhere other than the scheduled point of return.

Up to £50 for additional parking fees incurred in the UK following your delayed return.

Up to £100 per day for loss of wages.

The amount payable under this section is limited to £1,000 in total.

Up to £100 for additional kennel/cattery fees incurred in the UK following your delayed return.

FAMILY COVER —Maximum payment for all persons insured (in total and not each) at 200% of the benefits shown within this Contract.

PERIOD OF INSURANCE AND GEOGRAPHICAL LIMITS OF INSURANCE COVER

To cover a single trip or for annual cover, subject to the appropriate premium being paid and having a destination outside the UK but not to the following countries : Afghanistan, Chad, Democratic Republic of Congo, Haiti, Iraq, Ivory Coast, Libya, Nigeria, Palestinian Territories, Somalia, Sudan or to a country which the Foreign Office has advised against travel to.

Cover operates from your latest overseas departure time to commence your journey back to the UK as shown in your booking confirmation/ itinerary. For annual cover each trip is a separate Insurance, and is subject to the limits of cover, exclusions and conditions as set out in this document and each trip must fall entirely within the 12 month period from the commencement date of this insurance.

EXCLUSIONS APPLICABLE TO SECTION H.

1. Excluding any claim arising in the first 24 hours of delay, calculated from the time of international departure shown in your original booking itinerary.
2. Excluding any claim arising due to an event that has occurred within the 31 days prior to the date of booking the trip and/or commencement of this insurance.
3. Excluding any claim not supported by original: (i) receipts, (ii) documentation confirming the cause and duration of the delay, (iii) proof of travel.
4. Excluding any costs incurred which are recoverable from your tour operator, carrier, travel insurance or under any EU Directive irrespective if your Tour Operator or Carrier denies liability as beyond their control, unforeseen or unavoidable.
5. Excluding any claim arising from an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
6. Excluding any claim arising directly or indirectly from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Excluding costs of travel or accommodation to a higher standard than those originally booked.
8. Excluding any claim arising for loss of wages where written confirmation is not supplied from the **Insured Person's** employer in respect of the amount of net wages not paid (but excluding any overtime), the period to which the loss of wages applies and that the period has not been taken as holiday. In respect of a self-employed person, this insurance shall exclude any claim where

written confirmation is not supplied by the **Insured Person's** usual accountant of the actual wages taken over the preceding 3 months together with details of confirmed orders for the period of delay claimed.

9. Excluding any claim arising from :

i) withdrawal of service due to safety reasons or bankruptcy,

ii) withdrawal of service due to strike or industrial action publicly declared prior to commencement of this insurance or prior to the holiday booking,

iii) any incident where the **Insured Person** has not obtained written authority from their carrier to make alternative travel arrangements,

iv) any incident where a carrier and or tour operator has offered alternative arrangements,

v) the failure of the **Insured Person** to meet the scheduled dates and or times shown in their original travel documents, their negligence or their disinclination to travel.

10. In the event of the **Insured Person** having a separate and valid SOS— Sense of Security Essential Delay Insurance & / or TDC—Travel Disruption Cover Insurance, any claim shall be considered under one insurance only.

CUSTOMER SERVICE / COMPLAINTS PROCEDURE

We aim to provide insurance, cover and service of the highest standard. However, we accept that things can go wrong and would rather be told about any difficulties than have a dissatisfied client. If you feel that we have been unreasonable in any respect of the handling of your TDC insurance we would encourage you, in the first instance to contact:-

The Compliance Officer, Leisurecare Insurance Services Ltd, PO Box 250, CIRENCESTER, GL7 9DW to make sure that appropriate representations have been made on your behalf. If you are not satisfied with the way that a complaint has been dealt with please contact: Compliance Officer, Ark Syndicate Management Limited, St Helen's, 1 Undershaft, London EC3A 8EE. In the event that you remain dissatisfied and wish to take the matter further, you can do so at any time by referring to The Policyholder and Market Assistance Department, Lloyd's, One Lime Street, London EC3V 7HA (Tel: 020 7327 5693; Fax: 020 7327 5225); e-mail; complaints@lloyds.com

Complaints that cannot be resolved by The Policyholder and Market Assistance Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

LAW & JURISDICTION APPLICABLE TO CONTRACT

The Parties are free to choose the law applicable to this contract but unless Underwriters agree otherwise the contract will be subject to English Law and the courts of England and Wales shall have jurisdiction in any dispute arising hereunder.

COMPENSATION

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from: Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portoken Street, London E1 8BN or www.fscs.org.uk.

DATA PROTECTION CLAUSE

It is understood by the **Insured Person** that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

CLAIMS PROCEDURE ONLY IN THE EVENT OF TDC. ALL OTHER CLAIMS PLEASE REFER TO YOUR MAIN INSURANCE DOCUMENT FOR CONTACT DETAILS.

If you have to make a claim you must request a claim form as soon as possible, but in any event notify the claim within 30 days of your return.

To obtain a Claim Form either:

Telephone: 01285 640727 (24 hour answering machine) or write to Leisurecare, PO Box 250, CIRENCESTER, GL7 9DW asking for a claim form. Leisurecare act on behalf of Underwriters in the settlement of claims. Please retain this document, booking invoice/ confirmation/premium receipt and all relevant documents to support your claim, full instructions on how to proceed will be contained in the Claim Form.

ANNUAL MULTI TRIP TRAVEL INSURANCE

Where this Insurance is being issued as an Annual Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) it is agreed by the Insurer to cover all trips made by the **Insured Person(s)** during the Period of Insurance:

- a) to destinations outside of the United Kingdom and;
 - b) within the United Kingdom if such trip includes at least two nights pre-booked accommodation.
- Subject to the following:

- 1) The maximum duration of any one trip shall not exceed 70 days, limited to 31 days if aged 66 to 69 years old at date of payment of insurance premium. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip as stated is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children are not insured unless named on the policy and reside permanently with a parent who is the principal **Insured Person**. Children are deemed to be 18 years or less at the date of payment of insurance premium.
- 4) Cover may be granted for WINTER SPORTS up to a total of 30 days in all during the period of this insurance subject to the appropriate additional premium having been paid and shown on the Booking Invoice or Validation Certificate (as appropriate).
- 5) Annual Multi Trip Travel Insurance is not available for any person aged 70 years or more at the date of payment of insurance premium.

SPORTING AND HAZARDOUS ACTIVITIES

PLEASE NOTE: Subject to the General Exclusions and the relevant exclusions under each section of this Policy Document, which continue to apply; the following **Standard** recreational, non-professional (amateur), non-competitive activities are automatically covered at standard premiums. Please specifically note the exclusion under Section A4. Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

Adventure Pack activities are only covered where the appropriate applicable additional premium has been paid and is detailed on your booking invoice or validation certificate (as applicable). **True Adventure** Policies include the **Adventure Pack** as Standard. To establish if cover can be provided for any other professional or competitive activities, please refer to The True Traveller for a quotation, as an additional premium may be payable. Call us on 0844 371 3580.

	Standard Activities	Adventure Pack Activities
A	Aerobics Archery Athletics	Abseiling
B	Backpacking Banana Boating Baseball Basketball Battle Re-enactment Boogie Boarding Bowls Bridge Walking	Black Water Rafting (Any Grade) Bouldering Breathing Observation Bubble Diving Bungee Jumping (2 jumps)
C	Canyoning Cat Skiing* (see note below) Cricket Curling Cross-country skiing* (see note below) Cycling (Cycles not covered)	Canoeing
D	Drag Hunting	Dune Bashing
F	Falconry Fell Walking (on recognised routes) Field Hockey Fishing (Course/Fly/Deep-sea) Football (Soccer)	Fell Running Fencing
G	Golf Gorge Walking (on recognised routes) Gymnastics	Gorge Running Go Karting Gorge Swinging Guided Glacier Walking
H	Hiking up to 2,000 metres Hot Air Ballooning (as passenger only) Hurling	Hiking above 2,000 metres Horse Riding or riding other animals Hydro Speeding
I	Ice Skating	
J	Jogging	Jet Boating Jet Skiing
K	Kloofing	Kayaking Kiteboarding Kitesurfing
M	Motorcycling (up to 125cc)	Marathons Mountain Biking (Bikes not covered) Mountain Boarding
N	Netball	
O	Off piste skiing* (see note below) Off piste snowboarding* (see note below) Orienteering Outward Bound Pursuits Overland Travel	
P		Paint Balling Parasailing

		Parascending
Q		Quad Biking
	Racquet Sports Rambling up to 2,000 metres	
R	Roller Blading Rounders Rowing Running	Rambling above 2,000 metres Rap Jumping
S	Safari Travel (in a vehicle or on foot) Safari/Gorilla Trekking Sailing Snorkelling Snow Skiing* (see note below) Snowboarding* (see note below) Snowmobiling* (see note below) Softball Swimming	Scuba Diving (up to 40 meters in depth) excluding solo diving Shark Cage Diving Shooting Surfing
T	Table Tennis Tall Ship Crewing Trampolining Trekking up to 2,000 metres Tug of War	Tandem Sky Diving (2 jumps) Trekking above 2,000 metres Triathlon Tubing
V	Volley Ball	
W	Wall Climbing (Man-made Climbing Walls) Water Polo	Wadi Bashing Wake Boarding Water Skiing White Water Rafting (Any Grade) Windsurfing (Boards not covered) Work of any kind including Volunteer Work
Z	Zorbing	

* The winter sports activities under the Standard Activities will only apply if you have paid the appropriate winter sports premium and this is shown on your booking invoice or validation certificate (as applicable).

GEOGRAPHICAL AREAS

Area 1: UNITED KINGDOM ONLY

Whilst insurance is available for holidays in the United Kingdom, Section A. Medical Expenses and Personal Liability. 1. Medical and Associated Expenses, 2. In Patient Benefit and 3. Criminal Injuries Benefit shall be inoperative.

Area 2: EUROPE

Europe means the continent of Europe West of the Ural Mountains, and also countries bordering the Mediterranean, plus Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands.

Area 3: WORLDWIDE EXCLUDING NORTH AMERICA

North America means the USA & Canada

(a) For any period of cover purchased Area 3 can include a single day/night stop-over anywhere in the world for both outward and return travel.

(b) If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of 6 days/nights anywhere in the World.

Area 4: WORLDWIDE INCLUDING NORTH AMERICA

Cover may be extended to include one return trip back to the Insured Person's normal Country of Residence for up to a maximum of 10 days subject to the Period of Insurance being 6 months in duration or more.

DATA PROTECTION

PLEASE READ this notice as it explains the purposes for which the Insurer will use the personal and sensitive personal data (information) that they hold.

The Insurer fully accepts their responsibility to protect the privacy of customers and the confidentiality and security of information given to them.

Where you have provided information about another person in connection with the purchase and performance of this insurance Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from the Insurer.

The Insurer will use the information you have provided for;

- handling claims; and
- providing assistance services;
- administration; and
- customer services;

in connection with this Travel Insurance Policy.

The Insurer will use the information you have provided only for purposes related to your Policy within the terms of the Data Protection Act's 'legal data processing conditions'.

The Insurer may transfer your personal information to a country located outside of the EEA for the purposes outlined above. If the Insurer transfers your information outside the EEA, they will either obtain your prior consent or take steps to ensure that your privacy rights continue to be protected in accordance with the requirements of the Data Protection Act.

The Insurer may disclose information to their service providers and agents for these purposes. The information you have provided may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

In the event that an **Insured Person** makes an injury or illness related claim, the Insurer may need to obtain further sensitive personal information such as medical history in order to assess the claim. The claim form will explain in more detail how this sensitive personal data is handled.

If an **Insured Person** asks, the Insurer will provide details of the information they hold in accordance with the applicable law.

Any information which is found to be incorrect will be corrected promptly. The Insurer may monitor and/or record your communication with them, either themselves or by reputable organisations selected by the Insurer to ensure consistent servicing levels and account operation. The Insurer will keep information about **Insured Persons** only for so long as it is appropriate.

The Insurer's contact details are:

ACE Customer Service

ACE Travel Insurance

PO BOX 1018

Ashdown House

125 High Street

Crawley

West Sussex

RH10 1DQ

Tel: +44 (0) 1293 726225

E-mail: ace.traveluk@acegroup.com

CLAIMS CHECKLIST

The following documentation will be required by the Claims Handlers, in order that a claim may be processed. Originals will be required, as settlement cannot be made with photocopied documents.

For all sections of cover you will be required to submit:

- a) Your Booking Invoice or Validation Certificate (as applicable) confirming proof of payment of the insurance premium where applicable.
- b) Your travel Booking Invoice (showing your itinerary and dates of travel)

CANCELLATION OR CURTAILMENT

Your Cancellation Invoice

Completed Medical Certificate if Cancellation for medical reasons (which can be found on the claim form)

Original Air Tickets

Copy of Death Certificate (if applicable)

Redundancy letter (if applicable)

Evidence from treating **Medical Practitioner** confirming curtailment was medically necessary (Curtailment only)

BAGGAGE AND PERSONAL MONEY

Receipts or other evidence to support ownership and value for the items claimed

Airline or other Tickets and Baggage Check Tags

A written report from the person/company to whom the loss was reported whilst travelling overseas (e.g. Police Report)

Proof of date and time baggage was returned to you (Baggage Delay Claims only)

Evidence to support damage (e.g. Repairers report of total loss or damage and current price)

MEDICAL EXPENSES

Original Receipts

Medical Evidence to support nature of illness or injury

Evidence of Hospital admission and discharge

Original Travel Tickets

Additional Travel Tickets (if applicable)

TRAVEL DELAY/ MISSED DEPARTURE

Original Air Tickets

Replacement tickets and invoices /receipts

A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.