

Annual Trip Travel Insurance Policy Wording



AmTrust Underwriting
An AmTrust Financial Company

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Introduction

How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

Claims Procedure

Notice of any incident that may give rise to a claim must be made as soon as is feasibly possible upon return of the trip.

Claim Notifications should be sent to:

AmTrust Travel Claims

Telephone: 0844 800 6610

Email: aulclaims@amtrustgroup.com

Medical Emergency Abroad Procedure

In the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact:

AmTrust Assistance, 24 Hour Emergency Service.

Please quote the reference AmTrust.

Telephone: +44(0)203 003 6900

Email: AULassist@amtrustgroup.com

When contacting AmTrust Assistance, please advise the following:

1. The telephone number from which **You** are calling.
2. **Your Policy** Number
3. The name and telephone number of the Doctor and Hospital attending to the **Insured Person**.

Failure to contact AmTrust Assistance in the event of an emergency may prejudice **Your** claim.

Welcome

Thank **You** for choosing AmTrust Underwriting Ltd to be **Your** Insurance Provider.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately.

This is a legal document and should be kept in a safe place.

Who is AmTrust Underwriting Ltd

AmTrust Underwriting Ltd are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

Complaints procedure

We aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong. If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your Policy** number, **Your** name and address.

Making a Complaint

If **You** wish to make a complaint in relation to **Your Policy** please write to **Us**:

The Compliance Manager, AmTrust Underwriting Ltd, 1 Great Tower Street, London, EC3R 5AA

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: complaints@lloyds.com

If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service.

You must do this within 6 months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

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

Telephone: 0800 023 4567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or **You** can visit their website at www.fscs.org.uk.

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Important Information

Data Protection Act

The personal and business information **You** provide or which is supplied by third parties including the details of directors, officers, partners and employees may be used by **Us** and /or **Our** carefully selected third parties to provide **You** with a quotation, deal with **Your Policy**, help administer **Your Policy**, search credit reference agencies (who may keep a copy of the search), handle claims, undertake checks against publicly available data (such as county court judgements or sheriff court decrees, electoral roll, bankruptcy orders, winding up procedures, repossessions), for customer surveys market research and compliance business reviews.

We share **Your** details with those companies who are underwriting **Your Insurance Policy** and others including insurance organisations, professional advisers, third party suppliers, claims handlers, loss adjusters, professional advisers and mediation companies to administer and regulate **Your** insurance, for **Fraud** prevention purposes and where **We** are legally obliged to do so.

In some circumstances **We** may need to collect data which under the Data Protection Act is defined as sensitive (such as medical history or criminal convictions) for the purposes of evaluating risk, assessing the terms of the insurance contract or administering any claims that may arise.

By proceeding with this application **You** have signified **Your** consent to such information being processed by **Us**. If **You** provided information (including any sensitive personal information) to **Us** about another person by doing so **You** have confirmed to **Us** that **You** have their permission to provide it and for **Us** to process that information, also that **You** have told them of this.

Under the Data Protection Act, individuals are entitled to a copy of all the personal information **We** hold about **You**. If **You** would like details, please write to: The Compliance Department, AmTrust Underwriting Ltd, 1 Great Tower Street, London, EC3R 5AA. Stating **Your** name, address and **Policy** number. A fee may be payable.

Under the Data Protection Act **We** can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know.

Your personal details may be transferred to countries outside the European Economic Area they will at all times be held securely and handled with the utmost care in accordance with all the principles of English law.

We will store **Your** personal information on **Our** secure databases but will not keep it longer than is necessary.

Your Insurance Policy

This **Policy** is underwritten by AmTrust at Lloyd's Limited for Lloyd's Syndicate 1206 and is administered by AmTrust Underwriting Ltd, in accordance with the authority granted under binding authority agreements.

We will insure **You** against **Accident, Illness**, loss, damage or mishap as defined in this **Policy**, for trips commencing during the **Period of Insurance** within the **Operative Time**.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Us** promptly, as failure to do so may prejudice **Your** rights under this **Policy**.

Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the **Underwriters**



P Dewey
Director
AmTrust Underwriting Ltd
Registered Office: 1 Great Tower Street, London, EC3R 5AA
Registered in England No: 3908537
Authorised and regulated by the Financial Conduct Authority

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof. If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

Accident/Accidental

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Bodily Injury

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

Broker

The company through which **You** purchased the **Policy** with **Us**.

Business Associate

Any individual managed by **Your** line manager.

Business Samples

Items carried by **You** whilst on a business trip on behalf of **Your** Employer, which are the property of the Employer.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Close Relative

Mother, father, sister, brother, husband, wife, **Partner**, daughter, son, step-daughter, step-son, adopted daughter, adopted son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or fiancé(e).

Country of Domicile

The country in which the **Insured Person** permanently resides.

Dependant Child

A child under the age of 18 years or under the age of 23 years if in full time education.

Europe

The **Channel Islands**, The Republic of Ireland, the Continent of Europe West of the Ural Mountains, the Azores, the Canary Islands, the Mediterranean Islands, Madeira, Turkey, Tunisia, Morocco and Iceland.

Fraud/Fraudulent

Wrongful or criminal deception intended to result in financial or personal gain.

Illness

A disease or sickness of the **Insured Person**.

Hi-jack

The unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the **Insured Person** is travelling as a passenger.

Insured Person

Any person shown in the **Policy** as being an **Insured Person**.

Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Medical Expenses

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Money

Cash, traveller's cheques, passports, green card, travel tickets, credit cards, charge cards, or banker's cards.

Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

Our, Us, We, Underwriters

Lloyd's Syndicate 1206.

Partner

The **Insured Person's** spouse, civil partner, or any person they are co-habiting with as a couple.

Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Period of Travel

The time the **Insured Person** leaves their home or place of employment (whichever occurs last) during the whole time away and until return to home or place of employment (whichever occurs first).

Permanent Total Disablement

Permanent Disablement which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience, or if **You** are of 16 years of age or under, from attending to any business or occupation whatsoever, and which in any event lasts twelve months and at the expiry of that period is beyond hope of improvement.

Permanent United Kingdom Resident

You have a fixed abode in the **United Kingdom** and reside permanently at that abode.

Policy

This document, schedule and any endorsements attached or issued with it.

Pre-Booked

Either booked by **You** or by the **Insured Person** prior to commencement of the **Period of Travel** and for which payment has or will be made.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Statement of Fact

The proposal form and the quotation **You** have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

Unattended

When the **Insured Person** is not in full view of and not in a position to prevent interference with the **Insured Persons** property.

United Kingdom

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

Valuables

Watches, furs, jewellery, photographic, video, audio and computer equipment, games consoles and their software.

War

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether **War** be declared or not)
2. Invasion, civil **War**, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of **War** weapons
8. An **Act of Terrorism**
9. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

You, Your, Yours

The Insured and/or **Insured Person** as stated in the **Policy** schedule.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation

Your Rights to Cancel

Cooling off Period

If **You** decide **You** do not want to accept the **Policy** within 14 days of the **Policy** start date or the receipt of the **Policy** documentation whichever is the later (this period is referred to as the “cooling off period”) **You** may cancel this **Policy** by giving notice in writing to **Your Broker** at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

In this instance **You** will be entitled to a full refund of premium provided that there have been no claims made or an incident has arisen which is likely to give rise to a claim during the **Period of Insurance**.

Non Cooling off Period

You may cancel this **Policy** during the **Period of Insurance** by giving thirty (30) days’ notice in writing to **Your Broker** at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

In this instance **You** will be entitled to a refund of premium on the following basis provided that there have been no claims made or an incident has arisen which is likely to give rise to a claim during the **Period of Insurance**:-

Cancellation during the first quarter of the Period of Insurance	60% refund of annual premium
Cancellation during the second quarter of the Period of Insurance	30% refund of annual premium
Cancellation during the third quarter of the Period of Insurance	15% refund of annual premium
Cancellation during the final quarter of the Period of Insurance	0% refund of annual premium

If the **Period of Insurance** is less than thirty (30) days, **You** will not be entitled to a refund of premium.

The amount of premium to be refunded under this condition will be reduced by all unpaid time on risk premiums due.

Our Rights to Cancel

We may cancel this **Policy** by giving thirty (30) days’ notice in writing to **You** at **Your** last known address stating the reasons for cancellation.

In this instance **You** will be entitled to a proportionate refund of premium for the unexpired **Period of Insurance**. The amount of premium to be refunded will be reduced by all unpaid time on risk premiums due.

Changes to Business Activities and Occupations

1. Any change in **Your** business activities must be notified to **Your Broker** and agreed in writing by **Us**.
2. Any change to the **Insured Person’s** occupation as originally disclosed to **Us** must be notified to **Your Broker** and agreed in writing by **Us**.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

Contracts (Rights to Third Parties) Act 1999

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

Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **You** or an **Insured Person’s** position to recover any claim under this **Policy**.

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Period of Travel

The maximum duration for any one continuous **Period of Travel** shall not exceed that noted in the **Policy**.

Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other travel Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Item 10 – Personal **Accident**, Items 10a to 10d as shown on the **Policy** schedule which will be paid in full.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

Your Duty of Care

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012 **You** have a duty of care not to make a misrepresentation.

You must take all reasonable care to answer all the questions honestly and to the best of **Your** knowledge. If **You** do not, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid.

When making a claim **You** must not misrepresent, which at worst may lead to the cancellation of the contract as if it never existed and no claims being paid

Claims Conditions

The following claims conditions apply to this **Policy**

Claims Co-operation

You and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

Claim Notification

Notice of any **Accident, illness**, loss or mishap to an **Insured Person** must be sent to **Us** as soon as practicable upon **Your** return of the trip. In the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact AmTrust Assistance, 24 Hour Emergency Service.

Failure to comply with this condition may prejudice any claim made under this section.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

General Policy Exclusions

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We shall not be liable for the following:-

- 1 The first amount as shown in the "Excess Applicable" column in the **Policy**, each and every claim.
- 2 Claims arising out of any trip which is booked or commenced by **You**:
 - (a) contrary to medical advice
 - (b) contrary to health and safety restriction(s) from an airline or carrier with whom **You** have booked to travel
 - (c) to obtain medical treatment or convalescent care
 - (d) after a terminal prognosis has been made
- 3 Any claim if **You** are aged 75 or over at the date of issue of this Insurance. **You** must be under 65 years of age at the date of this Insurance to be covered for Winter Sports.
- 4 Any claim if **You** are not a **Permanent United Kingdom Resident**.
- 5 Any claim directly caused by or indirectly arising from suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- 6 Any claim directly or indirectly arising from **You** whilst **You** are undertaking manual work unless the appropriate additional premium has been paid and cover is noted on the **Policy**.
- 7 Any claim directly or indirectly arising from participation in Winter Sports unless the appropriate premium has been paid and cover is noted on the **Policy**, and the Winter Sports trips do not exceed the number of days noted in the **Policy** during the **Period of Insurance**.
- 8 In respect of Winter Sporting Activities, any claim directly or indirectly arising from participation in:
 - (a) ski and ski bob racing in international or national events, services or interservices championships or heats or officially organised practice or training for these events, ski jumping, ice hockey or the use of skeletons, bob-sleighs, ski diving or lugging.
 - (b) off-piste skiing or off-piste snowboarding undertaken within resort boundaries, if such areas have been deemed unsafe by resort management or by local ski-patrol guidelines.
 - (c) off-piste skiing or off-piste snowboarding undertaken outside of resort boundaries unless accompanied by an official and experienced guide who is employed at **Your** ski resort and provided such areas have been deemed safe by resort management or by local ski-patrol guidelines.
- 9 Death, disablement, loss or expense from **Your** participation in riding or driving in any kind of race, or in any form of operational duties as a member of the armed forces (except for the cover specifically provided by Section 1 (Part 3)), or in mountaineering or rock climbing normally requiring the use of ropes or guides or special equipment, or in sports tours.
- 10 Any claim arising from **You** engaging in aviation except when travelling by air as a passenger.
- 11 Any claim arising from **Your** use of a 2 wheeled motor vehicle where the driver does not have the appropriate driving licence and/or **You** are not wearing a crash helmet.
- 12 Claims where medical or other suitable evidence is not provided.
- 13 Any part of any trip, which is booked or commenced by **You** in the knowledge that the **Period of Travel** will be longer than the maximum duration any one trip as stated in the **Policy**.
- 14 Any claim resulting directly from the influence of alcohol, drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 15 Any claim resulting from **Your** participation in a criminal act.
- 16 Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from:
 - (a) ionising **Radiation** 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, or
 - (b) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 17 Any claims attributable to any set of circumstances known to **You** at the time of effecting this Insurance or booking a trip, whichever is the later, where such set of circumstances could reasonably have been expected to give rise to a claim.
- 18 Any claims arising from any health condition that **You** have, where such condition has already been the subject of a claim under this **Policy** in respect of any previous **Period of Travel**.
- 19 Any claim arising from any condition where **You** cannot satisfy the Health Declaration and have not contacted the Screening Line for written confirmation of cover.
- 20 Any claim due to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
- 21 Any claim consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV), howsoever these may have been acquired or may be named.
- 22 Any claims for any other person on whose health the trip may depend, if at the time of taking out this Insurance (or booking the trip whichever is later) they have a medical condition for which they:
 - (a) Are receiving treatment at hospital (other than regular hospital check-ups for a stable condition where the medication dosage remains unchanged)
 - (b) Are awaiting for a hospital consultation or treatment (other than regular hospital check ups for a stable condition where the medication dosage remains unchanged)
 - (c) Has been given a terminal prognosis, or been told that their condition is likely to get worse in the next twelve months

War and Kindred Risks Exclusion Clause applying to all Sections

The following exclusion clause shall be operative at all times within the **United Kingdom** and at all times during the **Period of Travel** whilst **You** are within the confines of, or travelling to and from, any country or area that, at the commencement of the **Period of Travel**, was publicly known to be in a state of, or faced with the threat of, **War**, invasion, civil **War**, armed hostility, armed revolt or insurrection. **We** shall not be liable for death, disablement, expense, loss or indemnity directly or indirectly resulting from or attributable to **War** and Kindred Risks as defined below.

Notwithstanding the foregoing, this **War** Exclusion shall automatically be deemed inoperative if **Your** presence in such country or area is attributable to:-

1. The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
2. Involuntary diversion or transit due to force majeure or to **Hi-jack**, kidnap or the like, terrorist or criminal act, provided always that at the time of the original occurrence or act **You** are not within the confines of any country or area to which this **War** Exclusion was applicable, nor travelling to or from such country or area other than as provided for under 1).

Nuclear, Chemical and Biological Terrorism Exclusion Clause

Regardless of any contributory cause(s), this Insurance does not cover any claim(s) in any way caused or contributed to 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. If **We** allege that, by reason of this exclusion, any claim is not covered by this Insurance, the burden of proving the contrary shall be upon **You**.

Note

- 1 **Your** attention is drawn to General Exclusion 16, which applies at all times.

Conditions applicable to all sections

1. In the event of any one occurrence giving rise to claims under more than one Section of this **Policy**, only one monetary excess of the amount specified in the "Excess Applicable" column in the **Policy** each **Insured Person** shall be deducted from the total amount of the claim.
2. No Endorsement or Amendment to this **Policy** shall override the Exclusions applicable to Section 6, Personal Liability.
3. **You** must be a **Permanent United Kingdom Resident**.
4. **You** must take all reasonable steps to avoid or reduce any loss which may result in a claim under this Insurance.
5. In the event of **You** suffering an **Accident** or **Illness** abroad which may lead to hospital treatment or the curtailment of the trip, **You** must contact the Emergency Assistance Company for advice as soon as reasonably practicable (See below for details). Failure to do so may prejudice any claim made under this section.
6. As far as **You** are concerned **You** and each **Insured Person** named under the **Policy**:
 - (a) Are not waiting for an operation or post operative check-up, any investigation or results, or any other hospital treatment or consultation (other than regular hospital check-ups for a stable condition where the medication and dosage has not changed in the last twelve months.)
 - (b) Have not received treatment for any of the following:
 - a stroke
 - any form of cancer, leukaemia or tumour
 - a transplant
 - any heart problem
 - high blood pressure/hypertension
 - dialysis
 - diabetes
 - any blood disorder
 - any breathing or respiratory problem
 - any psychiatric **Illness** or dementia
 - any gastro intestinal condition e.g. colitis, stomach ulcer
 - any neurological system related condition
 - (c) Have not been seen by a specialist in the last three months (other than regular hospital check-ups for a stable condition where the medication and dosage remains unchanged).
 - (d) Have not been given a terminal prognosis by a registered doctor.
 - (e) Are not aware of any other reason as to why the trip is likely to be cancelled.

If **You** cannot comply with this general condition at the time of purchase of this Insurance, then **You** must ring the Screening Line on 0844 561 7901 within 14 days of purchasing this **Policy** (but before **You** travel), and they will confirm in writing whether **We** can provide **You** with cover and at what terms (if any). Failure to do so may result in no coverage being effective for claims arising from such a condition.

During the **Period of Insurance**, each **Period of Travel** is deemed to be a separate insurance and therefore **You** must comply with the Important Notice relating to **Your** Health each time a trip is booked.

However, if **You** have called the Screening Line regarding **Your** existing medical condition and cover has been provided for **Your** medical condition at the inception of a **Policy**, there is no need for **You** to call the Screening Line again in respect of this condition, unless there is any change to this condition.

Hazardous Activities

Cover

You will be covered for the following activities unless more specifically excluded under Section 6 – Personal Liability and provided that **You** are not participating for monetary gain and/or in a professional capacity:-

- | | | | |
|---|--|---|--|
| a | angling
archery
athletics | k | kayaking (up to grade two rivers only)
kite flying (traction) |
| b | badminton
banana boating
baseball
boardsailing
boating (inside twelve mile limit)
bowling
bowls | n | netball |
| c | camel riding
canoeing (up to grade two rivers only)
catamaran sailing (inside twelve mile limit)
clay pigeon shooting
climbing (on a climbing wall - indoor only)
cricket
croquet
cycling (for leisure only) | o | orienteeing |
| d | deep sea fishing
dinghy sailing | p | paint balling (provided that You wear eye protection)
parascending over water only
pony trekking |
| f | fell walking
fives | r | racket ball
rifle range shooting
roller skating/blading (provided that You wear pads and helmet)
rounders
rowing |
| g | gliding as a passenger (no cover for crewing or piloting)
glacier walking
golf
gymnastics | s | safari trips (organised by a bona fide tour operator and without the use of guns)
sail boarding
sailing (inside twelve mile limit)
scuba diving (30 metres or 50 metres if qualified/instructed)
skateboarding (provided that You wear pads and helmet)
snooker
snorkelling
softball
squash |
| h | handball
hiking/trekking/walking/rambling (up to 4000 metres)
hill walking
horse riding (excluding competition, racing, jumping, hunting, eventing, polo and rodeo)
hot air ballooning (organised pleasure rides only) | t | table tennis
ten pin bowling
tennis
trampolining |
| i | ice skating | v | volley ball |
| j | jet skiing | w | water polo
water skiing
white water rafting (up to grade four)
wind surfing |
| | | y | yachting (inside twelve mile limit) |

You will also be covered for the following Winter Sports activities unless more specifically excluded under Section 6 – Personal Liability and provided that **You** are not participating for monetary gain and/or in a professional capacity and that the appropriate additional premium has been paid for Winter Sports cover:-

- | | | | |
|---|--------------------------------------|---|---|
| b | Big foot skiing | i | ice skating |
| c | cross country skiing
curling | m | mono skiing |
| d | dog sledging
dry slope skiing | o | off piste skiing/snowboarding (see General Exclusion 8) |
| h | heli skiing (with a qualified guide) | s | sledging
snow-boarding
snow mobiling |
| | | t | tobogganing |

Annual Travel Cover

What is Covered

We will insure the **Insured Person** against **Accident, Illness**, loss, damage or mishap as defined in this **Policy**, for trips taken during the **Operative Time** within the **Period of Insurance**.

Operative Time

This Insurance is to cover holiday, non manual business trips and manual business trips providing the appropriate additional premium has been paid and is noted on the **Policy**, commencing during the **Period of Insurance**, having a destination outside the **United Kingdom**, or within the **United Kingdom** (subject to a minimum of 3 consecutive night's **Pre-Booked** accommodation), hereinafter called a "**Period of Travel**". The **Period of Travel** operates from the time of leaving home, or place of employment (whichever is the later), during the whole time away and until return to home, or place of employment (whichever occurs first). The maximum duration of any one **Period of Travel** shall be as stated in the **Policy**. Each **Period of Travel** is deemed to be a separate insurance, each being subject to the terms, Definitions, Exclusions and Conditions contained herein. Cover in respect of Section 1, Cancellation, operates from the date of booking a trip or commencement date of the **Period of Insurance** whichever is the later.

Extension to the Policy

If **You** have not returned to the **United Kingdom** before the expiration of a trip for reasons which are beyond **Your** control, this Insurance will remain in force for a further 21 days or until return, whichever is the earlier, without additional premium but in the event of **Your Hi-jack**, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the **Hi-jack** and during travel direct to **Your** domicile and/or original destination up to twelve months from the date of **Hi-jack**.

Section 1 – Cancellation or Curtailment

Cover

We will pay up to the limit shown in the **Policy** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused **Pre-Booked** excursions (including reasonable additional travel and accommodation expenses incurred for return to **Your Country of Domicile**) should the projected trip be cancelled before commencement or curtailed before completion, directly and necessarily as a result of:

1. Death, **Bodily Injury, Illness** or compulsory quarantine of:-
 - (a) **You**, or
 - (b) any member of the travel party, or
 - (c) any person with whom **You** intend to reside or conduct business with during the **Period of Travel**, or
 - (d) any **Close Relative** or **Business Associate**.
2. Marital breakdown (provided that formal legal proceedings are commenced between the commencement date of the **Period of Insurance** and the date of commencement of the **Period of Travel**) of:-
 - (a) **You**, or
 - (b) any member of the travel party.
3. Summoning to jury service or witness attendance in a court of the **United Kingdom** or unavoidable requirement to be present in the **United Kingdom** for service in any military or civil emergency of:-
 - (a) **You**, or
 - (b) any member of the travel party.
4. Major damage or burglary at the home or place of business of:-
 - (a) **You**, or
 - (b) any member of the travel party, or
 - (c) any person with whom **You** intend to reside or conduct business during the **Period of Travel**.
5. Adverse weather conditions making it impossible for **You** to travel to the point of departure at commencement of the outward trip.

Exclusions

We shall not be liable to pay for: -

1. Any claim that exceeds **Your** contractual liability.
2. Any additional costs incurred as a result of **Your** failure to advise the Tour Operator of the cancellation of the trip.

Section 2 - Journey Continuation

Cover

We will pay up to the limit shown in the **Policy** for:

1. Outward Journey
 - (a) Reasonable additional travel and accommodation expenses incurred in meeting a **Pre-Booked** travel connection or reaching **Pre-Booked** accommodation, if at commencement of, or during the **Period of Travel** **You** miss a **Pre-Booked** air, sea, coach or rail journey through any of the following contingencies directly affecting the means of transport in which **Your** travelling or intending to travel:
 - (i) If travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, or **Accident** to or mechanical breakdown of such non-scheduled transport in which **You** travel.
 - (ii) If travel is by scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.

- (b) Reasonable additional travel and accommodation expenses incurred in meeting a **Pre-Booked** travel connection or reaching **Pre-Booked** accommodation, if at commencement of or during the **Period of Travel** You miss a **Pre-Booked** air, sea, coach or rail journey due to **Your** failure to reach the departure point due to circumstances which **You** can realistically demonstrate were beyond **Your** reasonable control.
2. Return Journey
- (a) Reasonable additional travel and accommodation expenses incurred in returning to **Your** home, or place of employment (whichever occurs first), if subsequent to **You** leaving **Your** accommodation such additional and reasonable travel expenses are incurred as a result of the following:
 - (i) If travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, or **Accident** to or mechanical breakdown of such non-scheduled transport in which **You** travel.
 - (ii) If travel is by scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
 - (b) Reasonable additional travel and accommodation expenses incurred in meeting a **Pre-Booked** travel connection, if **You** miss a **Pre-Booked** air, sea, coach or rail journey due to **Your** failure to reach the departure point due to circumstances which **You** can realistically demonstrate were beyond **Your** reasonable control.

Exclusion

We shall not be liable to pay for: -

1. Any claim arising out of any of the contingencies specified above, if such contingencies had already started or been forecast before the trip was booked or the insurance was effected, whichever is the later.

Conditions

1. In the selection of the route, means of travel and time of departure, **You** shall do all things reasonable and practical to minimise the possibility of late arrival at the departure point and allow reasonable time to make onward connections.
2. **We** shall only be liable for claims attributable to mechanical breakdown of non-scheduled transport if **You** have obtained a garage or motoring organisation report confirming the date, time and cause of such breakdown.

Section 3 – Travel Delay

Cover

We will pay up to the limit shown in the **Policy** for delays in accordance with the following scale, should the aircraft, sea vessel, coach or train on which **You** are booked to travel be delayed as a result of strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-Jack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions or **Accident** to or mechanical breakdown of such passenger transport:

1. £50 for the first completed twelve hour period of delay, and
2. £25 for each subsequent completed twelve hour period of delay.

Exclusion

We shall not be liable to pay for: -

1. Any claim arising directly or indirectly out of **Your** failure to check in according to the itinerary supplied to **You**.

Conditions

1. **We** shall only be liable under this section if **You** have obtained written confirmation from the carrier(s), or their Agent(s) stating the actual date and time of departure and the reasons for delay.
2. For the purposes of claims payment the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **You**.

Section 4 – Medical, Repatriation and Additional Expenses

Cover

Should **You** suffer **Bodily Injury** or **Illness** (including compulsory quarantine) during the **Period of Travel**, **We** will pay up to the limit shown in the **Policy** for normal and necessary expenses incurred for medical or surgical treatment including specialists fees, hospital, nursing home and nursing attendance charges, massage and manipulative treatment, surgical and medical requisites, ambulance charges, emergency dental treatment (for the immediate relief of pain only) up to £750, and emergency ophthalmic fees, plus:

1. Reasonable additional accommodation and repatriation expenses incurred by **You** and any one member of the travel party who has to remain or travel with **You**.
2. Reasonable travel and hotel expenses of one person to travel from the **United Kingdom** if his presence with **You** is necessary on medical grounds.
3. Up to £7,500 for the reasonable cost of transporting **Your** remains or ashes to **Your** former place of residence in the **United Kingdom** or reasonable funeral expenses incurred abroad.
4. The charter of an air ambulance or the use of air transport including qualified attendants certified by a registered doctor and authorised by AmTrust Assistance to be necessary for **Your** repatriation or treatment.

Exclusions

We shall not be liable to pay for:

1. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking a trip or commencement of a **Period of Travel**, whichever is the later.
2. Any expenses incurred more than twelve months after the date of the incident which gave rise to the claim.
3. **Medical Expenses** incurred in the **United Kingdom** or **Your Country of Domicile**.

Note

Claims for Repatriation on the grounds of the fear of contracting AIDS from Medical treatment will not be admitted. If **You** are seeking advice about this risk **You** should contact the relevant advisory authorities such as the Travel Enquiry Unit in the Consular Department of the Foreign and Commonwealth office prior to departure.

Section 5 – Hospital Benefit

Cover

We will pay £50 per day for each completed 24 hour period up to the limit shown in the **Policy** should **You** suffer **Bodily Injury** or **Illness** during the **Period of Travel** which necessitates in-patient treatment outside of the **United Kingdom**.

Section 6 – Personal Liability

Cover

We will indemnify up to the limit as stated in the **Policy**, any one event or series of events and in all (including Legal Expenses), should **You** become legally liable to pay compensation for **Bodily Injury** to the public or **Accidental** loss of or damage to property, occurring during the **Period of Travel**.

Exclusions

We shall not be liable to pay for:

1. Any claim arising out of **Bodily Injury** to any member of **Your** family or household, or to any employee.
2. Any claim arising out of **Accidental** loss or damage to property belonging to or in **Your** care, custody or control of or any member of **Your** family or household or of an employee.
3. Any claim arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
4. Any claim arising out of the ownership, possession, occupation or use of land or buildings.
5. Any claim arising out of **Your** profession, occupation or business or arising out of liability assumed under a contract if such a liability would not otherwise have attached.
6. Any costs recoverable under any other Insurance in force

Conditions

1. **You** must not make any admission of liability whatsoever, or make any arrangements, offer or promise of payment without the written consent of the **Underwriters**.
2. **We** shall be entitled, if they so desire, to take over and conduct, in **Your** name, a defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party, and have discretion in the conduct of any negotiations or proceedings or the settlement of any claim. **You** shall, whenever possible, give all such information and assistance as **We** may require.

Section 7 – Legal Expenses

Cover

We will pay up to the limit as stated in the **Policy**, for Legal Expenses incurred by **You** or on **Your** behalf in the pursuit of a claim for damages against a third party who has caused **You Bodily Injury, Illness** or **Death** by an **Accident** during the **Period of Travel**.

Exclusions

We shall not be liable to pay for:

1. Legal Expenses incurred without **Our** written consent (which shall not be unreasonably withheld).
2. Legal Expenses for actions against Travel Agents, Tour Operators, **Underwriters** or their Agents, or **Your** spouse, immediate family or employer.
3. Any costs recoverable under any other Insurance in force.

Conditions

1. AmTrust Travel Claims shall be entitled to nominate and appoint a Legal Representative to act on **Your** behalf and to have direct access at all times to the Legal Representative.
2. **We** reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses.

Section 8 – Personal Baggage and Money

Cover

We will pay up to the limits as stated in the **Policy** for loss, theft or damage occurring during the **Period of Travel** to accompanied Personal Baggage and **Money**, subject to the following inner limits:-

- Single Article or Pair or Set of Article Limit
Up to the limit as shown in the **Policy**.
- Valuable items
Up to the limit as shown in the **Policy** and subject to the Single Article or Pair or Set of Articles Limit as stated in the **Policy**.
- Glasses/Sunglasses
Up to the limit as shown in the **Policy**.

- Business samples
Up to the limit as shown in the **Policy**.
- Cash Samples
Up to the limit as shown in the **Policy**.

Exclusions

We shall not be liable to pay for:

1. Any claim in respect of damage due to wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
2. Any claim in respect of loss of and/or theft of **Money** or Personal Baggage not reported to the police within 24 hours of discovery, and a police statement obtained.
3. Losses arising from confiscation or detention by customs or any other authority.
4. Any claim in respect of property or **Money** otherwise insured.
5. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours of discovery and a report obtained.
6. Any claim in respect of **Valuables** or **Money** whilst in the custody of a carrier.
7. Any loss or damage whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or motor vehicle. If left in a motor vehicle overnight, **We** shall not be liable for any claims unless such motor vehicle is contained in a securely locked garage, or secure compound.
8. Any claim arising out of electrical and/or mechanical breakdown.
9. Any loss or damage of fragile articles unless caused by fire or by an **Accident** to the aeroplane, ship or vehicle in which they are being carried.
10. Loss or theft or damage to contact or corneal lenses, dentures, hearing aids, hand held electronic devices (including mobile telephones, tablets and the like), bonds, coupons, securities, stamps or documents of any kind, antiques, pictures, sports equipment whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards.
11. Personal Baggage that is left **Unattended** in a public place.
12. Damage caused by leaking powder or fluid carried within **Your** baggage.

Note

1. **Money** and Travellers Cheques shall be covered from the time of collection from a bank or travel agent or from 72 hours prior to commencement of the **Period of Travel**, whichever is the later, and up to 48 hours after completion of the **Period of Travel**, or time of conversion or encashment, whichever is the earlier.

Conditions

1. **You** shall at all times exercise reasonable care in the supervision of the insured property.
2. **You** shall in the event of any loss, take all reasonable steps to recover such item(s).
3. If **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles of 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair, whichever is the lesser.

Section 9 - Delayed Baggage

Cover

In the event that personal effects are temporarily lost for more than twelve hours by the carrier, **We** will pay up to the limit as stated in the **Policy** for the purchase of immediate necessities, but such payment will be deducted from any claim submitted under Section 8, Personal Baggage and **Money** if the loss becomes permanent. Receipts for such purchases must be provided.

Section 10 – Personal Accident

Cover

We will indemnify the **Insured Person** up to the following percentage of the Sum Insured as stated in the Schedule of Benefits should he suffer **Bodily Injury** during the **Period of Travel** which results in one of the following:

10a	Death	100% of the Sum Insured
10b	Permanent Total Loss of Sight of One or Both Eyes	100% of the Sum Insured
10c	Loss of One or More Limbs	100% of the Sum Insured
10d	Permanent Total Disablement (other than loss of sight of one or both eyes or Loss of Limb(s))	100% of the Sum Insured
	Maximum Sum Insured Any One Occurrence	£500,000

Exclusions

1. **We** will not be liable to pay for any claim directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by **Bodily Injury** covered hereunder).

Conditions

1. Benefit shall not be payable under more than one of the Items above in respect of the consequences of one **Accident**.
2. The Sum Insured by Item 10a above shall be restricted to £3,000 if **You** are 16 years of age or under.
3. In the event of an **Accident** involving more than one **Insured Person** where the claims exceed the Maximum Sum Insured any one Occurrence specified above, the amount payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed that limit.

Section 11 – Hijack and Kidnap

Cover

In the event of **Your** detention, internment, **Hi-jack** or kidnapping during the **Period of Travel**, **We** will pay £50 per day until release, for a maximum of 60 days. In addition **We** will indemnify **You** for additional expenses necessarily and reasonably incurred by way of legal, hotel, travel and related incidental expenses excluding ransom monies and the like, to secure **Your** release. The maximum sum recoverable under this Section is limited to the Sum Insured stated in the **Policy**.

Exclusions

We shall not be liable to pay for:

1. Any claim relating to payment of ransom monies and the like.
2. Any claim arising out of any act(s) by **You** that would be considered an offence by a court of the **United Kingdom** if committed in the **United Kingdom**.
3. Any claim where **Your** detention, internment, **Hi-jack** or kidnap is for a period of less than 72 hours.

Conditions

No claims shall be payable under this Section unless:

1. **You** have not engaged in any political or other activity that would prejudice this Insurance.
2. **You** have no family or business connections that could be expected to prejudice this Insurance or increase **Our** risk.
3. All visas and documents are in order.

Section 12 – Winter Sports Extension

Cover

Part 1 – Ski Equipment

We will pay up to the limit shown in the **Policy** in respect of loss, theft of or specific **Accidental** damage to skis, sticks and bindings being **Your** property based on the current market value or the cost of repairs whichever is the lesser (not replacement cost).

Part 2 – Ski Pack

We will pay up to £100 per week up to the limit shown in the **Policy** for the proportional return of the **Pre-Booked** cost of ski pass, ski-equipment hire or tuition fees, should **You** suffer **Bodily Injury** or **Illness**. This is subject to written confirmation from the doctor in the resort that the serious injury or **Illness** prevented **You** from using **Your** ski pass, ski hire equipment or attending tuition for the remainder of the **Period of Travel**.

Part 3 – Piste Closure

Valid for the period 1st December to 30th April only.

We will pay up to the limit shown in the **Policy** as follows, if as a result of not enough/too much snow in **Your Pre-Booked** holiday resort, all lift systems and tows are closed for a continuous period of more than 24 hours:

1. the costs of transport incurred to the nearest resort up to £20 for each continuous full 24 hour period, or
2. up to £20 for each full 24 hour period if **You** are unable to ski and subject to no other ski resort being available where any lift systems and tows are open.

It is a condition of this cover that **You** obtain a written statement from the resort authorities confirming the reason for the closures and how long it lasted and that the **Pre-Booked** holiday resort where **You** are staying is at least 1000 metres above sea level.

Part 4 – Avalanche

We will pay up to the limit shown in the **Policy** for reasonable additional accommodation expenses incurred, if as a result of avalanche, landslip or landslide, **You** are unavoidably delayed from leaving the **Pre-Booked** resort.

Exclusions

We shall not be liable to pay for:

1. Any claim arising within the **United Kingdom**.
2. Any claim arising within **Europe** in respect of **Periods of Travel** commencing or ending during the period 1st May to 30th November inclusive.
3. Anything included within the General Exclusions of this **Policy**.
4. Any claim in respect of Part 3 only, as a result of additional travel expenses incurred other than for travel arranged by the Tour Operator if travelling on a Tour Operator organised trip.
5. Any claim unless the appropriate Winter Sports premium has been paid.
6. Any claim in respect of Part 3 only, if **You** effect this Insurance or book the trip within 14 days of the date of departure and at that time there was a lack of snow in the planned resort such that it was unlikely that **You** would be able to ski.
7. Claims under Section 12 in respect of the resort where **You** are staying being less than 1000 metres above sea level.

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