## Travel Insurance Policy



## Thank you for choosing



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Jersey M J Touzel (Insurance Brokers) Ltd is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (GIMB 0046)

Guernsey The Islands' Insurance Brokers Ltd is licensed by the Guernsey Financial Services Commission (GFSC) under the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an intermediary for general insurance (reference 13696)

# PEACE OF MIND WHILE YOU TRAVEL

### In here you'll find advice about:

- important things to do before you travel
- contact details if you have an emergency
- how to make a claim
- what your travel insurance covers

# IMPORTANT THINGS TO DO BEFORE YOU TRAVEL

### TAKE THIS BOOKLET AND YOUR SCHEDULE WITH YOU

As well as the details of what your travel insurance covers, it contains advice and contact details you'll find useful if you have an emergency.

### CHECK TRAVEL ADVICE

This is important: your policy won't cover you if you travel to a country against the advice of the Foreign and Commonwealth Office (FCO) or World Health Organisation (WHO).

The UK's Foreign and Commonwealth Office (FCO) website has regularly-updated travel advice for every country in the world, including information on:

- Safety and security, including places you shouldn't visit
- Health requirement/s (including the vaccinations you need) and medical services in each country
- Entry requirements, including visas
- Local laws and customs

### Foreign and Commonwealth Office travel advice

- 1) visit www.fco.gov.uk
- 2) click travel and living abroad
- 3) click travel advice by country

## The World Health Organisation (WHO)

www.who.int

### WHAT TO DO IN AN EMERGENCY

If you have an accident, emergency, hospital admission or illness while you're outside the United Kingdom, the Isle of Man or the Channel Islands, Mutuaide Assistance can help.

You can call Mutuaide's centre in Paris 24 hours a day and talk to Englishspeaking staff trained to give help in emergencies.

### YOU CAN CALL MUTUAIDE ON +33 1 45 16 64 65 FROM ANY COUNTRY

They will be happy to call you back Calling from a mobile phone

Calling from any other phone Call the international operator requesting

a reverse charge call

Call **0800 22 92 92** free of charge Calling from France

### WHEN YOU CALL MUTUAIDE, THE PERSON YOU SPEAK TO WILL NEED TO KNOW

- Your name and home address
- Details of the emergency
- Your address and phone number
   Your policy number abroad

### HOW MUTUAIDE WORKS

- Mutuaide will offer you help and advice and arrange to pay the costs covered in this policy. If they agree to make arrangements for you that aren't covered by the policy, you'll have to pay the extra costs.
- Mutuaide will decide the best way of dealing with the emergency. If you do not follow their advice we may not cover your costs.
- Our Unfortunately Mutuaide can't help you if your problem just involves your car, unless your car is insured by us.

A Mutuaide Emergency Card with their contact details is included. You should take this card with you on your trip and carry it with you at all times.

### HOW TO MAKE A CLAIM

### IF YOU HAVE TO MAKE A CLAIM

Please read the relevant section of the policy wording relating to this before contacting us.

You should also read the General conditions, Claims conditions and General exclusions to help you understand what you are covered for. They apply to all sections of the policy.

### WHAT TO DO NEXT

### For a claim not involving Legal Expenses:

Please contact your insurance advisor or the office that issued your policy.

To enable us to help you quickly and efficiently, please have the following information available:

- Your policy number;
- The name and address of the policyholder;
- Details of the incident giving rise to the claim including date, circumstances, and, if possible, an estimate of the cost; and
- A contact number.

Jersey M J Touzel (Insurance Brokers) Ltd Kingsgate House 55 The Esplanade St Helier Jersey JE1 4HQ	Guernsey The Islands' Insurance Brokers Ltd P.O. Box 449 Lancaster Court Forest Lane St. Peter Port Guernsey GY1 3ZZ	Alderney The Islands' Insurance Brokers Ltd 17 Victoria Street Alderney GY9 3TA
www.islands.je	www.islands.gg	www.islands.gg
01534 835383	01481 710731	01481 824100
insure@islands.je	insure@islands.gg	alderney@islands.gg

### KEY DOCUMENTS WE MAY REQUIRE FROM YOU IN THE EVENT OF A CLAIM:

The list below is not exhaustive and we may require further documentation to support your claim.

### Delayed departure:

- Written confirmation from the public transport provider (e.g. airline, ferry or railway company) that there was a delay, and the reason for it.
- Receipts for additional accommodation/travelling expenses you had to pay as a result of the delay or enforced stay.

### Baggage:

- Receipts for essential purchases made as a result of your baggage being lost or stolen.
- A report from the public transport provider. You must get one of these as soon as you realise your baggage has been lost or stolen.
- Proof of purchase for the lost, stolen or damaged items.
- Written confirmation of the loss or damage of items from the police or other relevant, independent authority.

### Money:

- Receipt(s) for foreign currency purchased for your trip.
- Evidence of sterling or foreign currency withdrawn while you were abroad.
- Evidence of how you replaced the lost funds.
- A copy of the report the local police made when you told them about the loss.

### Personal liability:

- Confirmation from the police or other relevant, independent authority that you told them about the event.
- Any witness statements.

### Winter sports:

- A copy of any police report.
- If the piste was closed because of the weather, a letter from the resort manager or tour operator confirming the dates.

### FOR A CLAIM INVOLVING LEGAL EXPENSES:

If you believe your claim may involve the need for legal representation or advice please contact our Legal Expenses team.

This service is provided by DAS Legal Expenses Insurance Company Ltd.

The advice is given free of charge. Please refer to section 'Legal expenses – travel' for more details.

Please do not contact your insurance advisor or the office that issued your policy for legal expenses claims or enquiries. Telephone number 0845 0700172 or 00 44 117 934 2149

# CHARITABLE ASSIGNMENT CONDITION

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with NFU MUTUAL and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - a YOU authorise NFU MUTUAL to transfer any WINDFALL direct to the CHARITY:
  - b YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the windfall, to the CHARITY:
  - c YOU appoint NFU MUTUAL and any of its officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf:

- d YOU authorise NFU MUTUAL to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with NFU MUTUAL, and YOU consent to NFU MUTUAL and the CHARITY holding and processing such information for this purpose;
- e YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer our subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.

- 4 In this condition:
  - a the 'CHARITY' is the NFU MUTUAL Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - b 'BUSINESS TRANSFER' means a transfer of part or all of NFU MUTUAL's business to any other person, firm or company;
  - c 'DEMUTUALISATION' means a change or proposed change in NFU MUTUAL's constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that NFU MUTUAL ceases to be a MUTUAL ORGANISATION;

- d 'MUTUAL ORGANISATION'
  means a company or other
  body whose constitution limits
  membership and voting rights
  wholly or mainly to persons
  purchasing goods or services from
  it or otherwise trading with it;
- e 'WE', 'US' or 'OUR' refers to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
- f a 'WINDFALL' means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION:
- g 'YOU' and 'YOUR' refer to the policyholder.

# THANK YOU FOR PLACING YOUR INSURANCE WITH NFU MUTUAL

### **CANCELLATION RIGHTS**

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. YOU may be charged pro rata for the cover provided.

#### COMPLAINTS

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling or writing to the office of ISLANDS INSURANCE that issued your policy.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Channel Islands Financial Ombudsman. For more information visit www.ci-fo.org or call (Jersey) 01534 748610 or (Guernsey) 01481 722218.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

### PROTECTING YOUR PROPERTY

YOU have bought this policy to provide peace of mind. However, no insurance can fully make up for the trauma which follows loss or damage. It is worth taking time to make sure that YOU have made sensible steps to protect YOUR property.

#### **LANGUAGE**

The contract and other documents are drawn up in the English Language. WE will communicate with YOU in English throughout the duration of the policy.

### STATUTORY STATUS

The National Farmers Union Mutual Insurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. YOU can check NFU MUTUAL's statutory status on the Financial Services Register www.register.fca.org.uk or by calling the FCA on 0800 111 6768. NFU MUTUAL's Financial Services Register number is 117664.

### PRIVACY POLICY

Although YOUR policy is with NFU MUTUAL, ISLANDS INSURANCE remains the Data Processor and Data Controller. To find out more about how WE use YOUR personal information and YOUR rights, please go to the Privacy Policy on OUR website.

### FRAUD PREVENTION AND DETECTION

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

# CONTENTS

13	Policy introduction	
14	Travel definitions	
18	General exclusions	
20	General conditions	
23	Claims conditions	
25	Basis of cover	
27	Personal accident	
33	Medical expenses	
35	Hospital benefit	
36	Cancellation expenses	
38	Delayed departure	
41	Transport failure	
43	Baggage	
45	Money	
46	Personal liability	
48	Legal expenses – trave	
58	Winter sports	

### POLICY INTRODUCTION

In return for YOU paying YOUR premium and US accepting it, NFU MUTUAL will insure YOU in line with the terms of YOUR policy for accidental loss, injury or damage which occurs within the TERRITORIAL LIMITS during the PERIOD OF INSURANCE.

This policy is evidence of the contract between YOU and NFU MUTUAL, and is based on the information YOU provided to US, which is confirmed in the statement of insurance.

YOUR policy, SCHEDULE, CERTIFICATE and any endorsements describe the cover that NFU MUTUAL is providing. Please read all the documents carefully to make sure YOU have the cover YOU need.

This contract and the relationship between NFU MUTUAL and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE and NFU MUTUAL agree with YOU otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives or
- 2 In the case of a business or organisation, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business or
- 3 Should neither of the above be applicable, the law of England and Wales.

S. Bower

Customer Service Director

The National Farmers Union Mutual Insurance Society Ltd.

Note: The Issue to YOU of an NFU MUTUAL policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at NFU MUTUAL'S registered office.

### TRAVEL DEFINITIONS

Where the words listed below appear in capital letters, the following definitions will apply.

### **ACT OF TERRORISM**

The use, or threatened use, of biological, chemical and/or nuclear force or contamination by any person or group of people whether acting alone or on behalf of or in connection with an organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

#### ANIMAL DISEASE

Foot and mouth disease, classical swine fever, swine vesicular disease and Aujeszky's disease.

#### BAGGAGE

Items usually carried or worn by YOU for YOUR use during a TRIP but excluding SKIING EQUIPMENT.

#### CLOSE RELATIVE

This means mother, father, sister, brother, spouse, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law,

brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

### CREDIT CARDS

Credit, cheque, bank or cash cards provided within the TERRITORIAL LIMITS and used for private purposes.

#### DAMAGE

Unexpected and unintended loss or damage.

### **EXCESS**

The amount shown on YOUR SCHEDULE YOU must pay for each claim, under each section.

Where the claim relates to more than one section YOU will only pay the highest excess.

### HOME

Where YOU normally reside in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### TRAVEL DEFINITIONS (continued)

#### **ILLNESS**

Any sudden and unexpected deterioration in health not caused by bodily injury.

### ISLANDS INSURANCE, WE, US, OUR

The Islands' Insurance Brokers Ltd and M J Touzel (Insurance Brokers) Ltd acting as agents on behalf of NFU MUTUAL.

### MEDICAL PRACTITIONER

A registered medical practising member of the medical profession recognised by the law of the country where they are practising, who is not a CLOSE RELATIVE or any person who YOU are travelling with.

### **MINISTRY**

The Department for Environment, Food and Rural Affairs, the Scottish Executive Environmental and Rural Affairs Department, the National Assembly for Wales, the Department of Agriculture and Rural Development Northern Ireland and equivalent agencies in the Channel Islands or their legal successors.

### MONEY

- cash, cheques and travellers cheques;
- travel, excursion and theme park tickets, passports, TRIP vouchers, food vouchers; and
- phone cards.

### MOTORISED VEHICLES

Any mechanically-propelled vehicle or caravan or trailer attached thereto, other than:

- domestic garden equipment;
- electrically powered:
  - invalid scooters,
  - wheelchairs,
  - pedal cycles,
  - toys,
  - golf trolleys and buggies;
- model planes, boats and trains not intended for the carriage of people.

### NFU MUTUAL/THE SOCIETY

The National Farmers Union Mutual Insurance Society Limited.

### TRAVEL DEFINITIONS (continued)

### PERIOD OF COVER

Single trip travel insurance – the period and effective dates as shown on YOUR SCHEDULE.

Annual Travel insurance - the period as shown on YOUR SCHEDULE.

If, because of circumstances outside YOUR control, the journey is extended beyond the PERIOD OF COVER, the insurance will continue automatically without additional premium for a period as may be reasonably necessary for the completion of YOUR TRIP or journey up to a maximum of 30 days or a period as agreed by US.

### PHYSICAL INJURY

An identifiable bodily injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

#### POLICY

Everything in this document, YOUR SCHEDULE and the endorsements which apply.

### PUBLIC TRANSPORT

Any publicly licensed aircraft, sea vessel, train, coach, bus or taxi on which YOU are booked or had planned to travel on.

### **SCHEDULE**

The latest schedule forming part of YOUR POLICY.

### SKI PACK

Skiing lessons, hire of SKIING EQUIPMENT and lift passes.

### SKIING EQUIPMENT

Skis and snowboards including bindings, boots and poles.

### TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including the journey between them.

#### TRIP

Any holiday or business visit made by YOU during the PERIOD OF COVER.

### YOU, YOUR, YOURSELF

Single trip travel insurance – Every person or organisation described on your SCHEDULE.

Annual travel insurance – The following as described on your SCHEDULE:

**Insured only** means you the policyholder;

Couple means you and your spouse, civil partner or domestic partner, or fiancé/fiancée;

### TRAVEL DEFINITIONS (continued)

### Single Parent and Family means:

- you and your children, step-children and foster children who have not reached the age of 18 who normally live in your HOME, or your children who reside with their other parent or are in foster care who have not reached the age of 18, plus
- your children and step-children between the ages of 18 and 23, provided they are in full time education and normally live in your HOME.

### Insured and Family means:

- you and your spouse, civil
   partner or domestic partner, or
   fiancé/fiancée and your children,
   step-children and foster children
   who have not reached the age of 18
   who normally live in your HOME,
   or your children who reside with
   their other parent or are in foster
   care who have not reached the age
   of 18, plus
- your children and step-children between the ages of 18 and 23, provided they are in full time education and normally live in your HOME.

If your children who are in full time education and normally live in your HOME reach the age of 24 during the PERIOD OF COVER they will continue to be insured under this POLICY up to the renewal date.

### **GENERAL EXCLUSIONS**

### These apply to the whole POLICY

### FOREIGN OFFICE WARNINGS

Any DAMAGE, PHYSICAL INJURY, ILLNESS, costs and expenses, other than that provided under Cancellation expenses cover, for a TRIP in a country or area of a country where the Foreign Office have issued a warning not to travel.

#### **TERRORISM**

Any DAMAGE, PHYSICAL INJURY, ILLNESS, costs and expenses of whatever nature directly or indirectly caused by or resulting from or in connection with:

- any ACT OF TERRORISM regardless of any other cause or event contributing at the same time or in any other sequence to the loss;
- any action taken to control, prevent, suppress, or in any way relating to, an ACT OF TERRORISM.

### **WAR RISKS**

DAMAGE caused by war, invasion or any similar event, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.

This exclusion does not apply under the Medical expenses or Personal accident sections of this POLICY, unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place before YOU started travelling to YOUR TRIP destination.

### RADIOACTIVITY

DAMAGE or liability caused by:

- ionising radiation or contamination caused by radioactivity from nuclear fuel or nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive, or other dangerous properties of any explosive nuclear equipment or any part of it.

# GENERAL EXCLUSIONS (continued)

### **EXISTING DAMAGE**

### Any DAMAGE which occurs before the start of cover under this POLICY.

### **EXISTING INJURY OR ILLNESS**

Any PHYSICAL INJURY or ILLNESS which begins before the start of cover under this POLICY.

### **BUSINESS RISK**

Any business visit involving the supervision or performance of manual work, unless shown as insured on YOUR SCHEDULE, and any additional premium has been paid.

## POLLUTION AND CONTAMINATION

DAMAGE or liability arising from pollution or contamination, unless caused by a sudden and unforeseen and identifiable incident, which occurs during the PERIOD OF COVER.

### PROFESSIONAL SPORTS AND COMPETITIONS

YOUR participation in any professional sports, or any activity as part of an organised competition.

### UNLAWFUL ACTIONS

Any claim resulting directly or indirectly from YOUR unlawful action or any criminal proceedings against YOU.

### **GENERAL CONDITIONS**

### These apply to the whole POLICY

YOU must comply with the following conditions to have the full protection of YOUR POLICY. If YOU do not comply WE or NFU MUTUAL may cancel the POLICY, refuse to deal with YOUR claim, or reduce the amount of any claim payment.

### YOUR RIGHTS TO POLICY BENEFIT

To qualify for benefit YOU must keep to the terms and conditions of the POLICY, YOU must also:

- take reasonable care to prevent any accidents, PHYSICAL INJURY, ILLNESS, or DAMAGE; and
- keep the cost of any claims as low as possible.

### CHANGES YOU MUST TELL US ABOUT UNDER YOUR ANNUAL TRAVEL INSURANCE

### **IMPORTANT**

YOU must tell US of any change to the information YOU have provided to US. Failure to tell US of any change may invalidate YOUR POLICY, prevent YOU from making a claim or affect the amount that YOU are able to claim. The changes YOU must tell US about are listed below.

When YOU inform US of any change, WE will tell YOU if this affects YOUR insurance. WE may cancel or alter the terms of the policy or amend the premium before YOUR next renewal or at YOUR next renewal.

### YOU must tell US before:

 if YOU or any other person insured under this POLICY intend participating in an excluded activity for which cover may be provided at an additional charge.

### YOU must tell US immediately:

 if YOU or any other person insured under this POLICY incurs any criminal convictions (other than a motoring offence not involving dangerous driving).

# YOU must tell US by YOUR renewal date:

- if YOU or any other person insured under this POLICY have any change in YOUR or their health.
- if YOU or any other person insured under this POLICY have
  - incurred any Court Judgements e.g. CCJs, whether satisfied or not: or

# GENERAL CONDITIONS (continued)

- incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/Trust Deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements; or
- been refused insurance, had any insurance cancelled, declared void (as though it never existed) or had any renewal declined or any special terms or conditions imposed since the policy last renewed.

### **ACTIVITIES**

If YOU participate in any activity covered under this POLICY:

- where YOU are being supervised or receiving expert tuition, YOU must follow their instructions: and
- YOU must take all precautions and wear all appropriate clothing and equipment.

### OTHER INSURANCE

If YOU make a claim and there is other insurance covering the same PHYSICAL INJURY, ILLNESS, DAMAGE or liability, NFU MUTUAL will only pay its proportional share up to a maximum of the POLICY limit.

This does not apply to the Personal accident section.

This condition does not apply where there is other insurance in force which provides cover for an activity that is excluded under YOUR POLICY.

### ARBITRATION

If NFU MUTUAL accepts YOUR claim, but cannot agree with YOU on the amount NFU MUTUAL should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between YOU and NFU MUTUAL and in line with current English law. If this happens YOU cannot take legal action against NFU MUTUAL until the arbitrator has made a decision.

# CANCELLATION OF YOUR POLICY (TERMINATION RIGHTS)

YOU may cancel YOUR POLICY by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF COVER.

WE may cancel YOUR POLICY at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR POLICY may be cancelled include, but are not limited to:

1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR POLICY:

# GENERAL CONDITIONS (continued)

- 2 where a change in YOUR circumstances means that WE or NFU MUTUAL can no longer provide cover;
- 3 failure to comply with POLICY terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- a) if YOU default under ISLANDS INSURANCE Premium Instalments Plan, cover under YOUR policy will cease in accordance with the conditions of the Agreement.

If WE or NFU MUTUAL cancel YOUR POLICY WE will refund the part of YOUR premium applying to the remaining PERIOD OF COVER unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

# RENEWAL OF YOUR POLICY (ANNUAL TRAVEL ONLY)

If YOUR SCHEDULE shows that this POLICY is for Annual travel, prior to the renewal date of YOUR POLICY, WE will send YOU details of:

- 1 the terms on which YOUR POLICY may be renewed;
- 2 any changes to the POLICY cover; and

3 the actions YOU need to take to renew YOUR POLICY.

If YOUR payment method for the POLICY is Direct Debit then YOUR POLICY will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed POLICY from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR POLICY.

If YOUR payment method for the POLICY is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR POLICY or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE or NFU MUTUAL do not want to offer renewal of YOUR POLICY WE will contact YOU in writing in accordance with the Cancellation General Condition.

### **CLAIMS CONDITIONS**

YOU must comply with the following conditions to have the full protection of YOUR POLICY. If YOU do not comply WE or NFU MUTUAL may cancel the POLICY, refuse to deal with YOUR claim, or reduce the amount of any claim payment.

If anything happens which might result in a claim. YOU must:

- notify US within 31 days, or as soon as possible if it is impracticable to do so within 31 days;
- provide all the written details and documents that WE ask for;
- notify the police within 24 hours about any theft, attempted theft, DAMAGE caused by malicious people or vandals, or lost property insured under the Baggage section, and obtain a police report from them:
- not admit responsibility or try to settle a claim without OUR written permission. YOU must send US any letters YOU receive about the incident immediately.

If YOU lose YOUR passport or if it is stolen, YOU must inform the British Consulate or Embassy in addition to the local police. (If YOU are visiting a country outside the EU YOU may obtain help from another EU Consulate or Embassy if there is no British representation).

If YOU make a claim under the Medical expenses section WE may ask for YOUR doctor's details so that WE can access YOUR medical records. This will enable US to ensure that YOU receive the most appropriate treatment and to help US to validate YOUR claim. If YOU do not agree WE may not be able to deal with YOUR claim.

If YOU make a claim under the Personal accident section, YOU must allow US to arrange a medical examination if WE request one. If there is a death, WE must be given reasonable notice before burial or cremation so that WE can be represented at the post-mortem or inquest if necessary.

### CLAIMS CONDITIONS (continued)

### Control of Claims

NFU Mutual may:

- refuse to pay any expenses for which YOU cannot provide receipts or invoices, or a police report;
- take over, defend or settle a claim made against YOU; and
- take legal action in YOUR name to get back any payment NFU MUTUAL has made under YOUR POLICY. NFU MUTUAL will do this at its expense.

### Fraud and misrepresentation

If YOU, or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents, misdescribes or withholds any material relevant to this insurance.

NFU MUTUAL will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the POLICY and NFU MUTUAL will have the right to:

- avoid, or at OUR option cancel, the POLICY without returning any premium that YOU have paid;
- recover from YOU any amounts that NFU MUTUAL has paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- refuse any other benefit under the POLICY.

### BASIS OF COVER

### What is insured

- YOUR SCHEDULE will show if YOU have cover for Annual travel or Single trip.
- This POLICY provides cover whilst YOU are on YOUR TRIP or travelling to or from YOUR destination in the area described on YOUR SCHEDULE.
- Cover only applies to citizens who permanently reside within the TERRITORIAL LIMITS.
- All benefits are for each insured person. However, any applicable excess applies to each claim under each section of cover and not per person.

### Annual travel only

- - begin from and end within the TERRITORIAL LIMITS; and
  - not exceed the Maximum Period Any One Trip shown on YOUR SCHEDULE

### What is not insured

Any business visit which involves supervising or the carrying out of manual work.

### BASIS OF COVER (continued)

#### What is insured

YOUR TRIP must not exceed the number of days shown on YOUR SCHEDULE during the PERIOD OF COVER.

### What is not insured

### Winter Sports

◆ If YOUR SCHEDULE shows that winter sports are insured, YOUR POLICY will cover anyone shown on YOUR SCHEDULE for winter sports. ♠ Any activity not listed as covered under 'What is insured' in the Winter Sports section of this POLICY.

### SPECIAL CONDITION - ANNUAL TRAVEL COVER

When booking a TRIP YOU must not be aware of:

- any reason why it might have to be cancelled or re-arranged; or
- any condition which is likely to need medical treatment while YOU are on YOUR TRIP;

as this may affect the cover under YOUR POLICY.

### IMPORTANT NOTICE: FOREIGN AND COMMONWEALTH OFFICE WARNINGS

There are countries or areas of countries to where, from time to time, the Foreign and Commonwealth Office advise against travel. Although YOU may be comfortable with travelling to such an area, WE cannot expect to ask OUR service providers to put their staff in danger to provide assistance, should YOU need it.

Therefore, WE or NFU MUTUAL will not provide any cover under YOUR POLICY if YOU choose to travel to such country or an area of a country.

If, however, after YOU have booked a TRIP it becomes necessary for the Foreign Office to issue such a warning for YOUR TRIP destination and this warning still applies one month before YOUR departure date, Cancellation expenses cover is provided.

### PERSONAL ACCIDENT

### What is insured

- Any PHYSICAL INJURY to YOU during YOUR TRIP which within 104 weeks of its occurrence, is the sole and direct cause of:
  - death;
  - loss of limbs, sight, speech or hearing being total and permanent:
    - physical separation or loss of use of one or both hands or feet, or
    - loss of sight in one or both eyes,
       or
    - loss of hearing in both ears;
  - permanent total disablement, which after 52 weeks from the injury, is certified by a MEDICAL PRACTITIONER, as preventing YOU from carrying out any occupation.

Payment will be made under only one of the above, per incident, for each insured person.

The most NFU MUTUAL will pay is the amount shown on YOUR SCHEDULE.

### What is not insured

- Any claim for sickness, disease, nervous shock or naturally occurring condition or degenerative process.
- ❷ PHYSICAL INJURY resulting from:
  - any TRIP taken against medical advice or for the purpose of having medical or cosmetic treatment;
  - pregnancy or childbirth where travel is against the recommendation of YOUR MEDICAL PRACTITIONER or airline:
  - suicide or deliberate self-injury;
  - alcohol abuse or solvent abuse;
  - drug use unless taken under medical supervision and not for treating alcohol or drug addiction;
  - any HIV related condition;
  - putting YOURSELF in danger, except in an attempt to save human life;
  - manual work unless stated on YOUR SCHEDULE;
  - participating in any professional sport;

### What is insured

#### What is not insured

- participating in any of the excluded activities in the following table unless shown as insured on YOUR SCHEDULE;
- activities covered by other more specific insurance.

### **IMPORTANT**

YOU are not covered under the Personal accident, Medical expenses, Cancellation expenses or Liability sections of YOUR POLICY if YOU participate in any of the excluded activities listed below, unless you have paid the relevant additional premium, and the excluded activity is specified on YOUR SCHEDULE.

### **EXCLUDED ACTIVITIES**

- A Abseiling unless under supervision with a licensed operator

  Artificial wall climbing unless under supervision with a licensed operator
- B Balcony jumping

Banana boating unless under supervision with a licensed operator

Base jumping

Black water rafting

Bouldering

Bungee jumping unless under supervision with a licensed operator

C Canopy/Treetop walking unless under supervision with a licensed operator

Canyoning unless under supervision with a licensed operator

Cave diving

Caving unless under supervision with a licensed operator

Cliff climbing

Cliff diving

Coasteering unless under supervision with a licensed operator

- D Diving with sharks unless under supervision with a licensed operator
- **F** Free soloing
- G Glacier walking unless under supervision with a licensed operator Go karting unless under supervision with a licensed operator Gorge swinging
  - Gorge walking unless under supervision with a licensed operator Grass skiing unless under supervision with a licensed operator
- H High diving from cliffs into the sea, lake or river

Horse boarding

Hot air ballooning unless with a qualified pilot

Hydrofoiling

Hydro speeding

- J Jet boating unless as a fare paying passenger
- K Kite surfing unless under supervision with a licensed operator
- M Motorised surf boarding

Mountain biking unless at a licensed activity centre or on downhill grades 1 and 2 only  $\,$ 

P Parachute jump

Parapenting

Parasailing unless under supervision with a licensed operator Parascending unless over water and under supervision with a licensed

operator Planking

Pot-holing unless under supervision with a licensed operator

- Q Quad biking unless at a licensed activity centre
- R Ringos unless under supervision with a licensed operator Rock climbing unless using appropriate ropes and equipment
- S Safari unless with a licensed tour operator
  Sand yachting unless under supervision with a licensed operator
  Sea canoeing or kayaking
  Scuba diving to a depth over 20 metres
  Skydiving

- U Unarmed or armed combat including boxing and martial arts
- V Via ferrata
  - Volcano boarding
- W Wakeboarding, wakeskating and wakesurfing

Water skiing unless under supervision with a licensed operator White water rafting except as a passenger under supervision with a licensed operator

Windsurfing unless on inland waters or within 3 miles of land

Z Zip wire trekking
Zorbing unless under supervision with a licensed operator

# EXCLUDED ACTIVITIES – WHERE COVER MAY BE PROVIDED AT AN ADDITIONAL PREMIUM

- C Car rallies
- **F** Flying a small light aircraft or helicopter as a pilot there is no liability cover provided for this activity
- ${\bf G}\$  Gliding there is no liability cover provided for this activity
- H Hang gliding
  Hill and mountain walking over 3,000 metres
- J Jet skiing
- M Microlight flying there is no liability cover provided for this activity

  Mountaineering involving rock climbing and walking/climbing on ice
- P Paragliding
- R Rugby in an organised amateur match
- S Sailing or boating offshore over three miles from land
- T Tall ship crewing
- W Winter sports

### What is insured

### What is not insured

### ADDITIONAL INSURANCE

YOU are also insured for the following if they occur during the PERIOD OF COVER:

### Disappearance

NFU MUTUAL will pay the death benefit, to YOUR personal representatives, if YOU have been missing for 90 days and NFU MUTUAL is provided with evidence of the circumstances of the disappearance. If, at any time after NFU MUTUAL has paid benefit YOU are found alive, the payment must be refunded to US.

### Professional counselling

NFU MUTUAL will pay, at OUR discretion, for professional counselling if YOU are suffering from emotional stress as a result of an accident which qualifies for benefit under this cover.

The most NFU MUTUAL will pay is £1,000 in any one PERIOD OF COVER.

### What is insured

### ✓ Vehicle repatriation

NFU MUTUAL will pay the necessary and reasonable expenses to return YOUR vehicle to YOUR HOME address where:

- YOU have a valid claim under this section and are unable to drive YOUR vehicle; and
- there are no travelling companions able to drive the vehicle: and
- the vehicle is a private car, motorcycle or a light commercial vehicle up to 3.5 tonnes.

### **♥** Funeral arrangements

NFU MUTUAL will pay the reasonable expenses for transporting your body or ashes to YOUR HOME address or the cost of a funeral overseas in the event of YOUR death.

### What is not insured

♠ NFU MUTUAL will not pay to return YOUR vehicle to YOUR HOME address, from outside Europe or within the Channel Islands

### MEDICAL EXPENSES

### What is insured

◆ The payment of necessary and reasonable expenses, for a maximum of 12 months from the onset of YOUR PHYSICAL INJURY or ILLNESS that has occurred during YOUR TRIP.

YOU are also covered for the reasonable costs of:

- medical, surgical or physiotherapy treatment;
- emergency dental or eye treatment;
- extra accommodation and travel;
- travel and accommodation to allow another person to stay with or escort YOU following a valid claim made under this section.

### What is not insured

- Any TRIP taken against medical advice or for the purpose of medical or cosmetic treatment.
- Treatment within the TERRITORIAL LIMITS which is available under the National Health Service or equivalent Channel Islands or Isle of Man Health Scheme.
- ♦ Any costs covered by reciprocal health agreements.
- Any private treatment on YOUR return to the TERRITORIAL LIMITS unless there has been prior agreement by US.
- PHYSICAL INJURY or ILLNESS resulting from:
  - pregnancy or childbirth, where travel is against the recommendation of YOUR MEDICAL PRACTITIONER or airline;
  - suicide or deliberate self-injury;
  - alcohol abuse or solvent abuse;
  - drug use unless taken under medical supervision and not for treating alcohol or drug addiction;
  - any HIV related condition;

### MEDICAL EXPENSES (continued)

### What is insured

The most NFU MUTUAL will pay is the amount shown on YOUR SCHEDULE.

#### ADDITIONAL INSURANCE

YOU are also insured for the following if they occur during the PERIOD OF COVER:

### ✓ Vehicle repatriation

NFU MUTUAL will pay the necessary and reasonable expenses to return YOUR vehicle to YOUR HOME address where:

- YOU have a valid claim under this section and are unable to drive YOUR vehicle: and
- there are no travelling companions able to drive the vehicle; and
- the vehicle is a private car, motorcycle or a light commercial vehicle up to 3.5 tonnes.

### What is not insured

- putting YOURSELF in danger, except in an attempt to save human life;
- any ILLNESS as a result of not having the correct inoculations before going on YOUR TRIP or not taking the appropriate medication;
- participating in any of the EXCLUDED ACTIVITIES listed under the PERSONAL ACCIDENT section on pages 28, 29 or 30 unless shown as insured on YOUR SCHEDULE.
- The amount of any EXCESS shown on YOUR SCHEDULE.

NFU MUTUAL will not pay to return YOUR vehicle to YOUR HOME address, from outside Europe or within the Channel Islands.

# MEDICAL EXPENSES (continued)

#### What is insured

**⊘** Funeral arrangements

NFU MUTUAL will pay the reasonable expenses for transporting your body or ashes to YOUR HOME address or the cost of a funeral overseas in the event of YOUR death.

# HOSPITAL BENEFIT

#### What is insured

- ♦ NFU MUTUAL will pay benefit where:
  - YOU receive in-patient treatment in a hospital or nursing home; and
  - NFU MUTUAL has accepted a claim under the Medical expenses cover.
- The most NFU MUTUAL will pay is the amount shown on YOUR SCHEDULE.

#### What is not insured

Any treatment where NFU MUTUAL has not accepted a claim under the Medical expenses section.

# **CANCELLATION EXPENSES**

#### What is insured

- ◆ The reasonable costs of cancelling, cutting short (including unused travel and accommodation costs) or rearranging YOUR TRIP, incurred as a result of one of the following events:
  - death, PHYSICAL INJURY, ILLNESS (confirmed by YOUR MEDICAL PRACTITIONER) or compulsory quarantine of YOU or YOUR CLOSE RELATIVE, business associate or travelling companion;
  - if PUBLIC TRANSPORT is disrupted by actual or intended strikes;
  - if YOU:
    - are called up for jury service and have had YOUR written request for an alternative date refused.
  - are required to act as a witness in a court of law,
  - must stay at or return HOME to help the police with an official investigation;
  - if YOUR HOME becomes uninhabitable as a result of DAMAGE which occurs within 14 days of the planned start of YOUR TRIP:

- ♦ An event which happens before WE accept YOUR application for cover.

   An event which happens before WE accept YOUR application for cover.

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   An event which we will also
- If YOU cancel, cut short or rearrange YOUR TRIP because of any PHYSICAL INJURY or ILLNESS resulting from an activity or condition which is not insured under the Personal accident and Medical expenses sections.
- Any ILLNESS as a result of not taking the correct inoculations before going on YOUR TRIP or not taking the appropriate medication.
- Any increased costs due to unnecessary delay in cancelling YOUR TRIP

# CANCELLATION EXPENSES (continued)

#### What is insured

- if the transport YOU are travelling on is hijacked;
- if YOU receive notice of redundancy which qualifies for statutory payment;
- if the scheduled airline, travel agent or tour operator YOU are travelling with fails to provide booked arrangements due to bankruptcy or liquidation.
- If the Foreign Office advises against travelling to YOUR TRIP destination, or to the country it is in, within one month of YOUR departure date.
- The most NFU MUTUAL will pay is the amount shown on YOUR SCHEDULE.

#### ADDITIONAL INSURANCE

YOU are also insured for the following if it occurs during the PERIOD OF COVER:

#### Animal disease

✔ If YOU are a livestock farmer NFU MUTUAL will pay the reasonable cost of cancelling, cutting short or rearranging YOUR TRIP as a result of an outbreak of an ANIMAL DISEASE, confirmed by the MINISTRY, at the HOME farm or within a 25 mile radius.

#### What is not insured

- ♦ flights not booked from within the TERRITORIAL LIMITS:
- flights not booked through a bonded travel agent or directly through a scheduled airline;
- costs which YOU can recover from another source.

♦ The amount of any EXCESS shown on YOUR SCHEDULE.

➢ Any TRIP booked after the start of an ANIMAL DISEASE as confirmed by the MINISTRY anywhere in the TERRITORIAL LIMITS.

# DELAYED DEPARTURE

#### What is insured

- If YOUR TRIP is affected by any of the following causes:
  - actual or intended strikes or industrial action;
  - bad weather:
  - the plane, boat or train breaking down;
  - natural geological events;
  - failure of air traffic control systems;
  - terrorism other than an ACT OF TERRORISM.
  - any other unforeseen circumstances beyond YOUR control

NFU MUTUAL will pay under one of the following covers:

# Delay

The amount shown in YOUR SCHEDULE if YOUR booked outward or return journey by scheduled public transport service is delayed by at least 12 hours.

or

- Delay, abandonment, enforced stay or missed initial or final connection as a result of any cause not mentioned under 'What is insured'.
- Any costs under delay, abandonment, enforced stay or missed initial or final connection which are recoverable from another source.
- Any costs YOU incur as a result of any planned strikes or industrial action that YOU should have been aware of before YOU booked YOUR TRIP.
- A day TRIP within the TERRITORIAL LIMITS.

- Any delay which starts or is announced before NFU MUTUAL has accepted YOUR application for cover.
- Any claim where YOU are already claiming under the Transport Failure section.

# DELAYED DEPARTURE (continued)

#### What is insured

#### Abandonment

◆ If YOUR outward journey is delayed for more than 12 hours YOU can choose to cancel the TRIP and NFU MUTUAL will then pay a claim under the terms of the Cancellation expenses section. What is not insured

or

#### Enforced stay

✔ If YOU are stranded and unable to return to YOUR HOME in the TERRITORIAL LIMITS on YOUR scheduled return date, NFU MUTUAL will pay YOU the additional accommodation costs YOU incur and any additional travel expenses where after a period of at least 24 hours YOU unavoidably have to make alternative travel arrangements to return to the TERRITORIAL LIMITS. Any costs for accommodation or alternative travel arrangements which YOUR airline or travel operator are legally obliged to arrange, or any costs which YOU can recover from another source.

or

# Missed initial or final connection

- NFU MUTUAL will pay the reasonable additional expenses, including accommodation costs, YOU incur as a result of YOU being unable to:
  - complete the initial stage of YOUR booked journey within the TERRITORIAL LIMITS in time to board any onward connecting PUBLIC TRANSPORT on which YOU are booked to travel; or

♦ Any costs which YOU can recover from another source.

# DELAYED DEPARTURE (continued)

#### What is insured

#### What is not insured

• complete the final stage of YOUR booked journey within the TERRITORIAL LIMITS.

# ADDITIONAL INSURANCE

YOU are also insured for the following if it occurs during the PERIOD OF COVER.

Additional kennelling or cattery expenses

NFU MUTUAL will pay the additional kennelling or cattery costs that YOU incur as a result of YOUR Enforced stay.

◆ The most NFU MUTUAL will pay is £500 in total.

# TRANSPORT FAILURE

#### What is insured

- The reasonable costs to help YOU get to YOUR departure point in time for the journey YOU have booked to or from YOUR TRIP destination in the event of:
  - the motor vehicle, train or boat YOU are travelling in being involved in an accident or mechanical break down;
  - a motor vehicle or train accident, or mechanical breakdown of a motor vehicle or train, which occurs ahead of YOU and causes YOU unavoidable delay:
  - the motor vehicle, train or boat in which YOU are travelling in being affected by bad weather;
  - strikes or industrial action.
- NFU MUTUAL will also pay other reasonable additional travel and accommodation expenses if YOU arrive at the departure point too late to join the service YOU were booked to travel on as a result of one of the above events.
- The most NFU MUTUAL will pay is the amount shown on YOUR SCHEDULE.

#### What is not insured

- ♠ Any costs which YOU can recover from another source.
- Failure caused by any vehicle owned by YOU not being roadworthy.

Any costs YOU incur as a result of any planned strikes or industrial action that YOU should have been aware of before YOU booked YOUR TRIP.

# TRANSPORT FAILURE (continued)

#### What is insured

#### ADDITIONAL INSURANCE

YOU are also insured for the following if it occurs during the PERIOD OF COVER.

# 1) Channel Islands

For residents of the Channel Islands, cover will also be provided for pre-booked public transport services within the Channel Islands and/or to or from mainland United Kingdom to connect with international or domestic public transport services.

#### What is not insured

- ☼ Travel arranged less than 48 hours before the intended outward journey.
- A day TRIP within the TERRITORIAL LIMITS
- Accommodation or alternative travel arrangements which YOUR airline or travel operator are legally obliged to arrange.

#### SPECIAL CONDITION

YOU must allow sufficient time for YOUR transportation to get YOU to YOUR departure point in accordance with the recommended arrival times.

# **BAGGAGE**

#### Please refer to YOUR SCHEDULE to see if this section is in force

#### What is insured

- NFU MUTUAL will pay the cost of repairing or replacing YOUR BAGGAGE in the event of DAMAGE that occurs whilst YOU are on YOUR TRIP.
- ◆ The most NFU MUTUAL will pay for any one item and for BAGGAGE in total is the amount shown on YOUR SCHEDULE.
- For clothing NFU MUTUAL will take off an amount for wear and tear.
- NFU MUTUAL will not automatically reduce YOUR sum insured after a claim. However, if NFU MUTUAL pays for the total loss of a specified item, cover for that item will cease.

- **❷**DAMAGE caused by:
  - wear and tear or depreciation;
  - moths, vermin, insects or fungus;
  - the process of dyeing, cleaning, altering or repairing;
  - domestic pets which belong to, or are the responsibility of, YOU or YOUR family;
  - any cause which happens gradually;
  - items seized or confiscated by any legal authority;
  - electrical or mechanical breakdown.
- Water sports equipment whilst in use.

#### BAGGAGE (continued)

#### What is insured

#### What is not insured

- Theft from an unattended motor vehicle, unless it is from a locked boot, concealed luggage compartment or glove compartment and force and violence has been used to get into the vehicle.

  Where there is no locked boot, concealed luggage compartment or glove compartment and there has been forcible and violent entry into the motor vehicle the most NFU MUTUAL will pay is £1,000.
- ◆ Losses for theft or attempted theft, of jewellery and watches, unless the item is being worn, or carried, by YOU or kept in a hotel safe, bank or safety deposit box.

## ADDITIONAL INSURANCE

YOU are also insured for the following if it occurs during the PERIOD OF COVER.

# Delayed baggage

- ◆NFU MUTUAL will pay for any items, essential to YOUR TRIP, YOU have to buy if YOUR BAGGAGE is temporarily lost, on the outward journey, for at least 12 hours.
- ◆ The most NFU MUTUAL will pay is £250 per insured person.

Any costs which YOU can recover from another source.

# MONEY

#### What is insured

- NFU MUTUAL will pay the cost of replacing YOUR MONEY if it is lost or stolen and for the unauthorised use of YOUR CREDIT CARDS in the event of loss whilst YOU are on a TRIP.
- ◆ The most NFU MUTUAL will pay for MONEY or unauthorised use of CREDIT CARDS is the amount shown on YOUR SCHEDULE.
- NFU MUTUAL will not automatically reduce YOUR sum insured for MONEY after a claim.

- **△** Losses:
  - caused by mistakes;
  - caused by deception;
  - not reported to the police within 24 hours and not having a report obtained from them.
- ♦ Loss of CREDIT CARDS, or travellers cheques, unless YOU have met all of the terms and conditions of the credit card company or issuer.
- Any costs which YOU can recover from another source.
- ♦ Unauthorised use of CREDIT CARDS by YOU or YOUR family.
- ☼ Losses whilst YOUR MONEY or CREDIT CARDS are left unattended, unless left with hotel security, or following forcible and violent entry from:
  - the locked boot or covered luggage compartment of a locked vehicle; or
  - locked accommodation.
- The amount of any EXCESS shown on YOUR SCHEDULE.

# MONEY (continued)

#### What is insured

#### ADDITIONAL INSURANCE

YOU are also insured for the following if it occurs during the PERIOD OF COVER.

# Replacement passport and/or visa

● If YOU lose YOUR passport and/or visa whilst on YOUR TRIP, NFU MUTUAL will pay the reasonable travel and accommodation costs whilst YOU are getting a replacement.

#### What is not insured

# PERSONAL LIABILITY

#### What is insured

- ◆NFU MUTUAL will pay the amounts YOU are legally responsible for following an event occurring during the PERIOD OF COVER which results in:
  - accidental death, PHYSICAL INJURY or ILLNESS of any person;
  - DAMAGE to property.
- The most NFU MUTUAL will pay for any claim or claims arising from the same incident is the amount shown on YOUR SCHEDULE.

- Any liability that arises before the start of cover under this POLICY.
- Accidental death, PHYSICAL INJURY or ILLNESS of YOU, YOUR family or YOUR domestic employee.
- ❖ Property belonging to YOU or in YOUR care or the care of YOUR domestic employee. (NFU MUTUAL will cover DAMAGE to YOUR TRIP accommodation, as long as the accommodation does not belong to YOU).

# PERSONAL LIABILITY (continued)

#### What is insured

- ✔In addition, if the accidental death, PHYSICAL INJURY or ILLNESS or DAMAGE occurs within the European Union and all legal action is taken in the courts of a European Union country NFU MUTUAL will also pay legal fees and other expenses which it has agreed to in writing.
- ◆ For claims involving pollution or contamination the most NFU MUTUAL will pay is £5,000,000 in any one PERIOD OF COVER

- **⊘** Liability caused by:
  - any business or profession;
  - owning any land or buildings;
  - owning or using any MOTORISED VEHICLE;
  - owning a light aircraft, helicopter, glider or microlight or boat (other than rowing boats and pedalloes, sailboards, surfboards, models or toys);
  - YOU flying a light aircraft, helicopter, glider or microlight;
  - YOU sailing or boating, unless this activity has been agreed by US (other than rowing boats and pedalloes, sailboards, surfboards, models or toys);
  - any agreement, unless YOU would have been liable without it;
  - passing on any disease or virus;
  - participating in an activity listed under 'What is not insured' of the Personal accident section.
- The amount of any EXCESS shown on YOUR SCHEDULE.
- DAMAGE or liability arising from pollution or contamination, unless caused by a sudden and unforeseen and identifiable incident, which occurs during the PERIOD OF COVER.

# LEGAL EXPENSES - TRAVEL

Definitions applicable to this cover only

#### COSTS AND EXPENSES

LEGAL COSTS and OPPONENTS' COSTS.

#### DAS

DAS Legal Expenses Insurance Company Limited administers the independent claims handling service on behalf of ISLANDS INSURANCE and NFU MUTUAL.

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

# DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount NFU MUTUAL will pay a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

#### DATE OF OCCURRENCE

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

#### LEGAL COSTS

All reasonable and necessary costs chargeable by the REPRESENTATIVE.

#### **OPPONENTS' COSTS**

The costs incurred by opponents in civil cases if YOU have been ordered to pay them, or pay them with the agreement of DAS.

#### REPRESENTATIVE

The lawyer, accountant or other suitably qualified person whom DAS appoint to act for YOU in accordance with the terms of this cover of YOUR POLICY. The REPRESENTATIVE will be appointed according to the DAS STANDARD TERMS OF APPOINTMENT.

#### What is insured

NFU MUTUAL agrees to provide the insurance in this cover of YOUR POLICY, as long as:

- the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF COVER, and
- any legal proceedings will be dealt with by a court, or other body which DAS agree to.
- for civil claims it is always more likely than not YOU will recover damages (or obtain any other legal remedy which DAS agree to) or make a successful defence.

For all insured incidents under this cover, NFU MUTUAL will pay COSTS AND EXPENSES to make or defend an appeal as long as YOU tell DAS within the time limits allowed that YOU want DAS to appeal.

Before NFU MUTUAL pays the COSTS AND EXPENSES for an appeal, DAS must agree that it is always more likely than not that the appeal will be successful.

#### What is not insured

A claim where YOU have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages, of making a successful defence or getting any other legal remedy that DAS have agreed to.

An incident or matter arising before the start of this cover of YOUR POLICY.

COSTS AND EXPENSES incurred prior to DAS's written acceptance of a claim. If COSTS AND EXPENSES are incurred NFU MUTUAL will not pay these unless DAS subsequently agree. Where NFU MUTUAL has agreed to pay such COSTS AND EXPENSES, NFU MUTUAL will only pay those costs which have been reasonably incurred by the lawyer or other suitably qualified person YOU have appointed. Under the terms of this cover, COSTS AND EXPENSES will be paid on the basis of the DAS STANDARD TERMS OF APPOINTMENT.

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

A claim intentionally brought about by YOU.

#### What is insured

#### What is not insured

A legal action that YOU take which DAS or the REPRESENTATIVE have not agreed to or where YOU do anything that hinders DAS or the REPRESENTATIVE.

Any claim where YOU may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.

A claim relating to written or verbal remarks which damage YOUR reputation.

A dispute with US, NFU MUTUAL or DAS not otherwise dealt with under Special condition 7.

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

COSTS AND EXPENSES arising from or relating to Judicial Review, Coroner's Inquest or Fatal Accident Enquiry.

#### What is insured

#### What is not insured

A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against YOU.

NFU MUTUAL will not pay for any LEGAL COSTS which have been incurred by the REPRESENTATIVE on a contingency fee basis.

Any claim relating to a motor vehicle.

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

# **Bodily** injury

DAS will negotiate for YOUR legal rights in a claim against a party who causes the death of, or bodily injury to YOU.

# A claim relating to:

- any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident;
- 2 any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to YOU;
- 3 defending YOUR legal rights, but defending a counter-claim is covered.

# What is insured Contract disputes

# DAS will negotiate for:

- YOUR legal rights in a contractual dispute arising from an agreement or an alleged agreement which YOU have entered into for the buying or hiring in of any goods or services during, or in connection with YOUR holiday; or
- 2 YOUR legal rights in a contractual dispute or alleged agreement which YOU have entered into with a tour operator, carrier or travel agent in connection with YOUR holiday;

#### Provided that:

- a YOU have entered into the agreement or alleged agreement during the PERIOD OF COVER; and
- b the amount in dispute is more than £100.

# Special conditions

- 1 YOU must:
  - a keep to the terms and conditions of this cover of YOUR POLICY;
  - b try to prevent anything happening that may cause a claim;
  - c take reasonable steps to keep any amount NFU MUTUAL has to pay as low as possible;

#### What is not insured

# A claim relating to:

- 1 a contract regarding YOUR trade, profession, employment or any business venture:
- 2 the settlement payable under an insurance policy (DAS will negotiate if YOUR insurer refuses YOUR claim, but not for a dispute over the amount of the claim).

#### What is insured

- d send everything DAS ask for, in writing;
- e give DAS full and truthful details by phone or in writing of any claim as soon as possible and give DAS any information DAS need.
- 2 a DAS can take over and conduct in YOUR name, any claim or legal proceedings at any time. DAS can negotiate any claim on YOUR behalf.
  - b A REPRESENTATIVE will be appointed by DAS and DAS will have direct contact with the REPRESENTATIVE. However, YOU shall be free to choose an alternative REPRESENTATIVE by sending DAS the suitably qualified person's name and address.
  - c The REPRESENTATIVE must cooperate fully with DAS at all times and will represent YOU according to DAS STANDARD TERMS OF APPOINTMENT.
  - d YOU must cooperate fully with DAS and the REPRESENTATIVE and must keep DAS up to date with the progress of the claim.
  - e YOU must give the REPRESENTATIVE any instructions that DAS ask for.

#### What is insured

- 3 a YOU must tell DAS if anyone offers to settle a claim.
  - b If YOU do not accept a reasonable offer to settle a claim, NFU MUTUAL may refuse to pay any further COSTS AND EXPENSES.
  - c NFU MUTUAL may decide to pay YOU the amount of damages that YOU are claiming or that is being claimed against YOU, instead of starting or continuing legal proceedings.
- 4 a YOU must tell the
  REPRESENTATIVE to have
  COSTS AND EXPENSES
  taxed, assessed or audited, if
  DAS asks for this.
  - b YOU must take every step to recover COSTS AND EXPENSES that NFU MUTUAL has to pay and must pay NFU MUTUAL any COSTS AND EXPENSES that are recovered.
- 5 If a REPRESENTATIVE refuses to continue acting for YOU with good reason, or if YOU dismiss the REPRESENTATIVE without good reason, the cover NFU MUTUAL provides will end at once, unless DAS agree to appoint another REPRESENTATIVE.

#### What is insured

- 6 If YOU settle a claim or withdraw it without DAS's agreement, or do not give suitable instructions to a REPRESENTATIVE, the cover NFU MUTUAL provides will end at once and NFU MUTUAL will be entitled to reclaim from YOU COSTS AND EXPENSES NFU MUTUAL has paid.
- 7 If there is a disagreement about the way DAS handle a claim that is not resolved through DAS's internal complaints procedure, YOU can contact the Financial Ombudsman Service for help.
- 8 DAS may, at DAS's discretion, require YOU to obtain, at YOUR expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by YOU and DAS, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that YOU will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, NFU MUTUAL will pay the cost of obtaining the opinion.
- 9 NFU MUTUAL will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover of YOUR POLICY did not exist.
- 10 This cover of YOUR POLICY will be governed by English Law.

#### What is insured

11 All Acts of Parliament mentioned in this cover of YOUR POLICY including equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands apply as the case may be.

# How we will settle your claim

The most NFU MUTUAL will pay for all claims resulting from one or more events arising at the same time, or from the same originating cause, is the amount shown in YOUR SCHEDULE for each insured person (subject to a maximum of £100,000 for all claims arising from the same originating cause).

#### How to make a claim

To make a claim under this cover of YOUR POLICY, please phone DAS on 0117 934 2149. DAS will ask YOU about YOUR legal dispute and, if necessary, call YOU back at an agreed time to give YOU legal advice. If YOUR dispute needs to be dealt with as a claim under this cover of YOUR POLICY, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether YOU are covered but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

If YOU prefer to report YOUR claim in writing, YOU can send it to DAS's Claims Department at the following address:

#### What is not insured

#### Claims Department

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Or, YOU can e-mail YOUR claim to DAS at: newclaims@das.co.uk

Please do not phone DAS to report a general insurance claim.

# Helpline services

DAS provide the service 24 hours a day, seven days a week during the PERIOD OF COVER.

To help DAS check and improve service standards, DAS record all calls. When phoning, please tell DAS YOU are an NFU MUTUAL and ISLANDS INSURANCE policyholder.

#### EuroLaw Legal Advice Service

DAS will give YOU confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

If emailing, contact DAS at advice@DAS.co.uk stating the country which YOUR queries relate to and YOUR policy number. DAS will reply between 9am and 5pm, Monday to Friday.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

# Complaints

DAS will always try to give YOU a quality service. If YOU think DAS have let YOU down, please write to DAS's Head Office address shown below. Or YOU can phone DAS on 0344 893 9013 or e-mail DAS at customerrelations@das.co.uk

Details of DAS's internal complainthandling procedures are available on request.

DAS's Head and Registered Office is:

DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# WINTER SPORTS

#### Please refer to YOUR SCHEDULE to see if this section is in force

#### What is insured

- ◆ If YOUR SCHEDULE shows that winter sports are insured, YOUR POLICY will cover anyone shown on YOUR SCHEDULE for winter sports.
- Activities covered under this section:
  - skiing (excluding off-piste skiing unless under the supervision of a qualified instructor);
  - sledging including pulled by horse, dogs or reindeer as a passenger only;
  - monoskiing;
  - snowboarding; and
  - snow shoe walking.
- - DAMAGE to SKIING EQUIPMENT owned or hired by YOU;
  - the cost of hiring SKIING EQUIPMENT should YOUR SKIING EQUIPMENT suffer DAMAGE:

- DAMAGE to SKIING EQUIPMENT whilst participating in an activity not covered under this section.
- Any activity not listed under "What is insured".
- Involvement in any activity as part of an organised or professional competition.

- **⊗** DAMAGE caused by:
  - wear or tear or depreciation;
  - moths, vermin, insects or fungus;
  - the process of dyeing, cleaning, altering or repairing an item;
  - any cause which happens gradually;

#### WINTER SPORTS (continued)

#### What is insured

- unrecoverable SKI PACK costs
  which YOU have paid or are
  contracted to pay if, during
  YOUR TRIP, YOU have an
  accident or ILLNESS for which
  NFU MUTUAL has agreed
  to make a payment under the
  Personal accident or Medical
  expenses sections of this
  POLICY:
- transport costs to an alternative resort and the cost of ski passes if YOUR pre-booked resort is closed due to weather conditions:
- the reasonable extra accommodation and transport expenses due to YOUR arrival at or departure from YOUR resort being delayed due to an avalanche.
- ◆ The cover under the Personal accident and Medical expenses sections also applies under this section.

- items being seized or confiscated by a legal authority.
- A loss or theft not reported to the police within 24 hours and a report obtained from them.
- ☼ Theft of SKIING EQUIPMENT unless it is:
  - from a locked building; or
  - securely locked to an immovable object; or
  - from an attended motor vehicle: or
  - from an unattended motor vehicle, unless it is from a locked boot or locked and concealed luggage compartment and force and violence has been used to get into the vehicle. Where there is no locked boot or concealed luggage compartment and there has been forcible and violent entry to the motor vehicle NFU MUTUAL will pay up to \$1,000.
- Any losses for which a MEDICAL PRACTITIONER'S report is not obtained to confirm the period of the PHYSICAL INJURY or ILLNESS which prevented YOU from skiing.
- Any PHYSICAL INJURY or ILLNESS that would not be covered under the Medical expenses section of this POLICY.

#### WINTER SPORTS (continued)

#### What is insured

#### What is not insured

- Any costs incurred unless a report is obtained from the resort manager or tour operator confirming the dates the piste was closed due to the weather conditions.
- The most NFU Mutual will pay for:
  - DAMAGE to SKIING EQUIPMENT owned or hired by YOU:
  - the cost of hiring SKIING EQUIPMENT;
  - SKI PACK costs:
  - transport to and ski passes for an alternative resort due to piste closure;
  - the reasonable extra accommodation and transport expenses due to delays caused by an avalanche;

is the amount shown on YOUR SCHEDULE.

# The amount of any EXCESS shown on YOUR SCHEDULE.

#### IMPORTANT NOTE

The PERIOD OF COVER for any Winter sports TRIP for:

 Annual travel is the total number of days for winter sports shown on YOUR SCHEDULE;

# WINTER SPORTS (continued)

 Single trip travel is the PERIOD OF COVER shown on YOUR SCHEDULE.

YOU are covered for TRIPS in the Northern Hemisphere which fall in the period between 1 December and 30 April.

YOU are covered for TRIPS in the Southern Hemisphere which fall in the period between 1 June and 30 September.

YOU must ensure YOU carry Mutuaide's Emergency Medical Card, containing their contact details with YOU during YOUR TRIP.

# YOUR EMERGENCY CONTACT CARDS

# What to do in an emergency



#### 1 Call Mutuaide on +33 1 45 16 64 65 from any country

Calling from a mobile phone They
Calling from any other phone Call t

They will be happy to call you back Call the international operator requesting a reverse charge call

Calling from France Call 0800 22 92 92 free of charge

#### 2 When you call Mutuaide, the person you speak to will need to know

- Your name and home address
- Your address and phone number abroad
- Your policy number
- · Details of the emergency
- Your EHIC number (if you are in an area covered by this)

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# YOUR EMERGENCY CONTACT CARDS

🚱 NFU <b>Mutua</b> l

	🕜 NFU <b>Mutua</b>
Your name	
Your policy number	

nfumutual.co.uk

# Mutuaide emergency assistance

If you need help while travelling outside the United Kingdom, the Isle of Man or the Channel Islands, Mutuaide Assistance provide this on our behalf.

A telephone call to Mutuaide's centre in Paris at any time of the day or night will give you immediate access to English speaking staff trained to give help in emergencies

# If you are in France 0800 22 92 92

(There will be no charge for your call.)

From any country
when using a land line
call France, using the
international dialing out code
for the country concerned, on

00 33 1 45 16 64 65

(Mutuaide will be happy to call you back.)

From any country (inc France) when using a mobile call 00 33 1 45 16 64 65

(Mutuaide will be happy to call you back.)

Or call the international operator requesting a reverse charge call to Paris 45 16 64 65

# The person you speak to will need to know:

- your name and home address;
- your address and phone number abroad;
- your policy number; and
- details of the emergency.

#### **Notes**

- This benefit falls under the terms and conditions of the policy. You must refund any costs we pay which are not covered by your policy.
- Mutuade will decide on the most suitable, practical and reasonable method of dealing with the emergency. If you do not follow their advice we may not cover your costs.
- We will not provide assistance if the problem relates only to your car unless your car is insured by us.
- If you intend to use your mobile phone we recommend you check with your service provider first, to ensure it operates outside territorial limits.



#### www.fco.gov.uk/travel

The above website provides useful information relating to your holiday, both in terms of what you should do before you leave and information about the country(ies) you intend to visit. This service is provided by the Foreign and Commonwealth Office