



JustTravelcover.com

BEYOND
TRAVEL

TRAVEL INSURANCE

POLICY WORDING



Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travellers regardless of age or medical history. We aim to help all travellers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise **You** keep Your Policy documents in a safe place in case **You** need assistance or need to make a claim. Your documents can also be accessed securely via www.justtravelcover.com online portal 24 hours per day.

If you have any questions or queries, please do not hesitate to contact us on any of the numbers below:

Before you travel:

Customer Service:	0333 003 0021
Sales:	0800 294 2969
Email:	admin@justtravelcover.com

While you are away:

24 Hour Medical Emergency Assistance: +44 (0) 238 064 4633

If **You** go into hospital abroad and **You** are likely to be in for more than 48 hours, or **You** have to return **Home** early, please contact Assistance International.

When you return:

Claims:	0345 122 3280
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Please note: This is a travel insurance policy and not private medical insurance and does not provide cover for procedures that can be carried out in your Home Country after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

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SCHEDULE OF BENEFITS – BEYOND

	SECTION	BRONZE		SILVER		GOLD	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
1	Cancellation	Up to £1,500	£150	Up to £3,000	£100	Up to £5,000	£50
2	Curtailment	Up to £1,500	£150	Up to £3,000	£100	Up to £5,000	£50
3	Medical Expenses Emergency Repatriation Dental Expenses	Up to £5,000,000 Up to £100	£150 £150	Up to £5,000,000 Up to £250	£100 £100	Up to £10,000,000 Up to £400	£50 £50
4	Hospital Benefit	£25 per day up to £250		£50 per day up to £500	Nil	£75 per day up to £750	Nil
5	Personal Effects and Baggage Single Item Limit Valuables Limit Delayed Baggage	Up to £1,000 £100 £200 £50 per 12 hours up to £100	£150 £150 £150 Nil	Up to £2,000 £250 £250 £50 per 12 hours up to £300	£100 £100 £100 Nil	£2,500 £500 £500 £50 per 12 hours up to £300	£50 £50 £50 Nil
6	Money & Cash Cash Limit Cash Limit if under 18	£200 £100 £50	£150 £150 £150	£500 £300 £50	£100 £100 £100	£750 £500 £50	£50 £50 £50
7	Loss of Passport	Up to £100	Nil	Up to £500	Nil	Up to £500	Nil
8	Travel Delay Holiday Abandonment	£50 per 12 hours up to £100 Up to £1,500 after 12 hour delay	Nil £150	£50 per 12 hours up to £200 Up to £3,000 after 12 hour delay	Nil £100	£50 per 12 hours up to £300 Up to £5,000 after 12 hour delay	Nil £50
9	Missed Departure	Up to £200	Nil	Up to £500	Nil	Up to £750	Nil
10	Personal Accident Permanent Total Disablement (aged 17 to 75) Permanent Total Disablement (aged under 17 or over 75) Loss of Limb(s)/Eye(s) (aged 17 to 75) Loss of Limb(s)/Eye(s) (aged under 17 or over 75) Death (aged 17 to 75) Death (aged under 17 or over 75)	£5,000 Not Covered £5,000 Not Covered £5,000 Not Covered	 N/A Nil N/A Nil N/A	 Not Covered £15,000 Not Covered £15,000 Not Covered	 N/A Nil N/A Nil N/A	 £30,000 Not Covered £30,000 Not Covered £30,000 Not Covered	 N/A Nil N/A Nil N/A
11	Personal Liability	£1,000,000	£250	£1,000,000	£250	£2,000,000	£250
12	Legal Costs and Expenses	Up to £25,000	Nil	Up to £25,000	Nil	Up to £25,000	Nil
EXTENSIONS OF COVER - The following additional cover options are only available when the appropriate premium has been paid							
13	Travel Dispute	£25,000	£35	£25,000	£35	£25,000	£35
14	End Supplier Failure	£1,500	Nil	£1,500	Nil	£1,500	Nil

Winter Sports coverage – subject to the payment of an additional premium							
15	Winter Sports						
	Ski Equipment - owned	£500 owned	£150	£750 owned	£100	£1,250 owned	£50
	Single Item Limit	£100		£250		£500	
	Ski Equipment - hired	£150 hired	£150	£250 hired	£100	£500 hired	£50
	Single Item Limit	£100		£250		£300	
	Ski Hire	£20 per day up to £200	Nil	£35 per day up to £350	Nil	£50 per day up to £500	Nil
	Delayed Ski Equipment	£100	Nil	£150	Nil	£150	Nil
	Ski Pack	£20 per day up to £200	Nil	£35 per day up to £350	Nil	£50 per day up to £500	Nil
	Piste Closure	£10 per day up to £100	Nil	£20 per day up to £200	Nil	£40 per day up to £400	Nil
Golf coverage – subject to the payment of an additional premium							
16	Golf Equipment	Up to £1,500	£150	Up to £1,500	£100	Up to £1,500	£50
	Single Item Limit	£250		£250		£250	
	Golf Equipment Hire	£20 per day up to £200	Nil	£20 per day up to £200	Nil	£20 per day up to £200	Nil
	Non-refundable Golfing Fees	£75 per day up to £300	Nil	£75 per day up to £300	Nil	£75 per day up to £300	Nil
	Hole in one	£50		£50		£50	
Business Equipment – subject to the payment of an additional premium							
17	Business Equipment	Up to £1,000	£150	Up to £1,000	£100	Up to £1,000	£50
	Single Item Limit	£500		£500		£500	
	Computer Equipment single and total item limit	£1,000	£150	£1,000	£100	£1,000	£50
	Samples	£500		£500		£500	
	Delayed Business Equipment	up to £200	£150	up to £200	£100	up to £200	£50
	Emergency courier of essential business equipment	up to £200	£150	up to £200	£100	up to £200	£50
	Business Equipment Hire	£50 per day up to £500	£150	£50 per day up to £500	£100	£50 per day up to £500	£50
	Business Money	Up to £1,000	£150	Up to £1,000	£100	Up to £1,000	£50
	Cash Limit	£500		£500		£500	
	Additional Personal Accident	£5,000	Nil	£15,000	Nil	£30,000	Nil
Cruise Cover – subject to the payment of an additional premium							
18	Cruise Cover						
	Missed Port Departure	£1,000	£150	£1,000	£100	£1,000	£50
	Cabin Confinement	£100 per day up to £500	Nil	£100 per day up to £500	Nil	£100 per day up to £500	Nil
	Itinerary Change	£100 per day up to £500	Nil	£100 per day up to £500	Nil	£100 per day up to £500	Nil
	Unused Excursions	Up to £300	£150	Up to £300	£100	Up to £300	£50
	Cruise Interruption	Up to £1,000	£150	Up to £1,000	£100	Up to £1,000	£50

Important Features of your Travel Insurance

Your attention is drawn to important features of Your travel insurance policy including:

INSURANCE POLICY

This policy contains full details of the cover provided as well as the conditions and exclusions which apply, and is only valid if attached to a **Schedule** showing the sums insured and limits of the insurance provided and detailing the premium, **Geographical Area**, period of cover and persons insured.

The policy covers all persons named on the **Schedule** for whom the premium has been paid. You must be a resident of the **United Kingdom**.

You must read this insurance policy carefully.

CONDITIONS AND EXCLUSIONS

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

FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

PROPERTY CLAIMS

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

POLICY LIMITS

Each section of Your policy has a limit on the amount We will pay under that section. Some sections also include other specific limits, for example: for any one item or for **Valuables** in total. You are advised to check this policy document if You intend taking expensive items with You.

POLICY EXCESSES

Under most sections of the policy, claims will be subject to an **Excess**. This means that You will be responsible for paying the first part of the claim. The **Excess** will apply to each person claiming and to each incident and to each section of the policy under which a claim is made.

COMPLAINTS

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

POLICY CANCELLATION

(a) By You

You can cancel this policy within 14 days of receiving the policy wording and Policy **Schedule** and We will refund Your premium in full, as long as You have not made a claim against the policy and/or; You have not taken a **Trip** protected by the cover provided. For a single trip policy We will not refund Your premium after the start date shown on Your Policy **Schedule** even if this is within 14 days. We will not refund Your premium after the 14 day period.

If You want to cancel Your policy, please contact JustTravelcover.com on 0333 003 0021. You should not cancel this policy if You need to make a claim.

(b) By Us

We or anyone We authorise have the right to cancel this policy at any time by sending You 14 days notice in writing where there is a valid reason for doing so. We will send the notice to the last known address We have for You and We will set out the reason for cancellation in Our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to Us.
- Where We suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means We no longer wish to provide cover.

As long as You have not made a claim, We will refund You for the time that was left on Your policy. If any claim has been made during the period of cover provided, You will not be entitled to any refund.

SPORTS AND ACTIVITIES

The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please see the list of **Sports and Activities** on pages 12-14 to determine whether an additional premium is required to cover a particular activity you are partaking in.

GOVERNING LAW

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

HEALTH/MEDICAL CONDITIONS

This policy contains conditions related to health of the people travelling and others upon whose well-being the **Trip** may depend. It may be that You are required to disclose the condition of such people prior to the cover being issued and You must be aware that the failure to disclose such matters will prejudice Your position.

DISCLOSURE

You must tell Us if You know about anything which may affect Our decision to accept Your insurance (for example, if You are planning to take part in a dangerous activity while You are on holiday). Please take care to answer all the questions honestly and to the best of Your knowledge. If You don't, Your Policy may be cancelled, or treated as if it never existed, or Your claim rejected or not fully paid.

GEOGRAPHICAL LIMITS

United Kingdom	England, Scotland, Wales and Northern Ireland
Europe	Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the United Kingdom, the United Kingdom shall be considered as Europe.
Worldwide, excluding USA and Canada	Means anywhere in the world except USA, Canada and the Caribbean
Worldwide, including USA and Canada	Means anywhere in the world

Please note:

No cover is provided under this policy for any **Trip** in, to, or through, Afghanistan, Liberia or Sudan.

No cover is provided for claims arising as a direct result of the situation highlighted by the Foreign and Commonwealth Office where **You** have travelled to a specific country or to an area where, prior to **Your Trip** commencing, the Foreign and Commonwealth Office have advised against all (but essential) travel.

IMPORTANT NOTES

1. This policy is only available to residents of the **United Kingdom** (which includes the Isle of Man and the Channel Islands).
2. If **Your Money, Valuables** or any items of personal baggage, are lost or stolen, **You** must notify the local police within 24 hours of discovery and obtain a police report. Failure to do so may invalidate **Your** claim.
3. Insurance cannot be purchased once **Your Trip** has commenced.

AGE LIMITS

Single Trip Policies

85 years at date of purchase

75 years at date of purchase if **You** are travelling Worldwide

Annual Multi-Trip Policies

75 at date of purchase

70 years at date of purchase if **You** are travelling to Worldwide including USA and Canada

MAXIMUM PERIOD OF INSURANCE

Single Trip Insurance

65 years and under - 365 days

66 - 75years - 90 days Europe (31 days Worldwide)

76 - 85years - 31 days

Annual Multi-Trip Insurance

Covers as many trips as **You** like during any one **Period of Insurance**, as long as no single trip exceeds the maximum trip duration as per the below

65 years and under – 93 days per single trip

66-70 years – 45 days per single trip Europe

66-70 years –31 days per single trip Worldwide

71-75 years – 31 days per single trip – Europe only

Period of Insurance - Winter Sports Cover

If **You** have an Annual Multi-trip Policy and have paid for Winter Sports Cover, this policy will cover **You** for up to 21 days in each **Period of Insurance**.

If **You** have a Single Trip Policy and have paid for Winter Sports Cover, this policy will cover **You** for the whole **Period of Insurance**.

Insurer (applicable to all sections with the exception of Legal Costs and Expenses, Travel Dispute and End Supplier Failure)

This insurance is underwritten by Ageas Insurance Limited. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No 202039. Ageas Insurance Limited; Registered in England: Registered Number 354568. Registered office address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Cover is facilitated by Alpha Underwriting Limited on behalf of Ageas Insurance Limited. The policy documentation, including any endorsement, which is issued by Just Insurance Agents Limited, forms a contract of insurance between Ageas Insurance Limited, and those people specified on **Your Insurance Schedule**. This contract is only valid when **You** have a valid Insurance **Schedule** and have paid the appropriate premium. **You** should read **Your** policy documentation in full to understand what is and is not covered.

Alpha Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Registered office address: East Wing Goffs Oak House, Goffs Lane, Goffs Oak, Herts. Registered in England No. 6904209.

Just Insurance Agents Limited are authorised and regulated by the Financial Conduct Authority. Financial Services Register No 610022. Registered office address: Victoria House, Toward Road, Sunderland, SR1 2QF. Registered in England.

The Financial Conduct Authority website which includes a financial services register of all regulated companies, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on 0800 111 6768.

Financial Services Compensation Scheme

Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligation. This depends on the type of business and circumstances of the claim. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 0207 741 4100 or 0800 678 1100. Address 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Health and Pre-Existing Medical Conditions

This policy can cater for travellers with pre-existing medical conditions and their travelling companions. For the purposes of this insurance, **You** are considered to have a pre-existing medical condition if **You** answer “Yes” to any part of the following question, which **You** were asked when **You** applied for insurance with **Us**:

1. Has anyone travelling ever had treatment for:
 - a. Any heart or circulatory condition?
 - b. Any type of diabetes?
 - c. A stroke or high blood pressure?
 - d. Any type of cancer, whether in remission or not?
 - e. Any lung or breathing condition?
 - f. An organ transplant or dialysis?
2. In the last 5 years, has anyone travelling suffered from a serious or recurring medical condition, been prescribed medication or received treatment or attended a **Medical Practitioner's** surgery?
3. In the last 5 years, has anyone travelling been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient?
4. Has anyone travelling ever been diagnosed or treated for any form of anxiety, depression or **Psychiatric Condition** including eating disorders?
5. Has anyone travelling been placed on a waiting list currently for investigations or treatment?
6. Has anyone travelling been diagnosed by a **Medical Practitioner** as suffering from a terminal illness?

Please note

1. **You** must be fit to undertake **Your** planned **Trip**.
2. **You** must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
3. This policy will not cover **You** to travel against the regulations of **Your** transport provider.
4. If **You** have not disclosed all pre-existing conditions fully and accurately, **We** may not pay **Your** claim or may only pay for a proportion of that claim.
5. **We** will cover **You** for pre-existing medical conditions **You** have declared to **Us** and which **We** have accepted in writing. These medical conditions are set out in the “Medical Declaration”.
6. **We** will not cover **You** for any pre-existing conditions which do not appear in the “Medical Declaration”.
7. **We** will not cover **You** if **Your** state of health was worse than **You** declared to **Us** at the time **You** purchased this policy.
8. Please check that the information set out in the “Medical Condition Declaration Schedule” is correct. If it is not, **You** must contact JustTravelcover.com on 0333 0030021

Non-travelling Relatives

If **You** have a non-travelling **Close Relative** with a pre-existing medical condition who dies or falls seriously ill and as a result **You** wish to cancel or **Curtail Your Trip**, **You** will be covered only if the **Close Relative's Medical Practitioner** states that at the time insurance was taken out or at the time of booking any **Trip** he/she would not have foreseen such a serious deterioration in his or her patient's condition.

Change in your State of Health

After taking out this policy **Your** state of health may deteriorate or **You** may develop a new medical condition. If this occurs before **You** travel **You** must tell **Us** by contacting JustTravelcover.com on 0333 0030021. **We** have the right to increase **Your** premiums or refuse to cover **You** on **Your Trip**.

Waiting list

If **You** are on a waiting list for treatment or investigation, **You** are not covered if **You** have to cancel or **Curtail Your Trip** because an appointment or treatment becomes urgently available.

Reciprocal Health Agreements

European Union

When **You** are travelling to a country in the European Union (EU), **You** should complete an application form for a EHIC (European Health Insurance Card) via www.ehic.org.uk. This allows European citizens to benefit from the health agreements there are between countries in the EU. (This used to be known as the E111)

Australia and New Zealand

When **You** are travelling to Australia or New Zealand and **You** have to go to hospital, **You** must register for treatment under the national Medicare or Equivalent scheme of those countries.

If **We** agree to a claim for medical expenses which has been reduced by **You** using an EHIC or through a reciprocal health agreement, then **You** will not have to pay the **Excess** amount under the Medical Expenses Section. Where it is necessary for **You** to provide evidence of the medical costs incurred, this must show that the medical fee has been reduced by use of the EHIC or reciprocal health agreement.

Medicare/Medicaid

For travel to the United States of America, **We** will pay only for necessary emergency medical treatment, surgical, hospital, ambulance and nursing fees and charges. This means costs that are incurred for approved, eligible medical services or supplies, that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

Assistance International – Who to contact if you need help following a medical emergency

Assistance International is a 24-hour Worldwide emergency service. If You need help following a medical emergency, please call: **00 44 23 8064 4633**.

The numbers from the countries most often visited are as follows.

France, Greece, Portugal, Spain and Italy: **00 44 23 8064 4633**

USA and Canada: **011 44 23 8064 4633**

Fax Number: **00 44 23 8064 4616**

Email: **ai@ageas.co.uk**

We may record or monitor Your calls for training purposes or to improve the quality of Our service.

Information needed in medical emergencies

- Your name and address, and Your contact details while abroad (phone and/or email)
- The name of the agent who arranged this Insurance
- The details of Your booked outward and return journeys
- The type of help You need

If You go into hospital abroad and You are likely to be in for more than 48 hours, or You have to return Home early, someone must contact Assistance International for You as soon as possible. We may be required to contact Your GP in the UK to check Your medical records.

Getting you home after a medical emergency

If You are too ill to return Home using Your return travel tickets, Assistance International can arrange other travel for You. In special circumstances, they will arrange a road or air ambulance. Before You travel, the doctors looking after You must provide a certificate confirming that it is medically necessary for You to return Home and that You are fit to travel. The conditions of section 3 “Medical Expenses” also apply to the service provided by Assistance International. If We pay any expenses which You are not covered for, You must pay these back within a month of the end of the Period of Insurance.

Paying medical fees

If possible, You should pay for Your medical treatment and then claim these costs back when You return Home. If You cannot pay the medical costs out of Your own Money, contact Assistance International.

Making a claim

Please refer to Section 12 on pages 18-21 for details as to how to claim for Legal Costs and Expenses, Section 13 on pages 21-26 for Travel Dispute cover and Section 14 on page 26 in respect of End Supplier Failure cover.

To make a claim under all other sections, please call Our Claims Helpline on **0345 122 3280**. The phone line is open 24 hours a day, 365 days a year. They will lodge Your claim and may issue a claim form.

All the certificates, accounts, receipts, information and evidence You send must be in the form We ask for. Always send originals and not photocopies. Please ensure You keep copies of any documents You send to Us. You must pay any costs involved in obtaining these documents.

Please notify us of your claim as soon as possible. We will aim to answer all correspondence within 5 working days of receiving it.

DEFINITIONS

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

Bodily Injury

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

Carrier

A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

Close Business Associate

Any person in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or partner.

Close Relative

Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

Cruise

A **Trip** where **You** spend extended periods living on a ship and which is not an excursion taken as part of **Your** holiday.

Curtail/Curtailment

Return early to **Your Home** after the commencement of the **Outward Journey**.

Excess

Shall mean the first amount of a claim that **You** must pay, expressed as a monetary amount or as a percentage of the loss.

Family

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

Geographical Area

The area or country shown on **Your Schedule** and for which the appropriate premium has been paid.

Golf Equipment

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

Holiday Services

Means pre-booked, pre-paid elements of the **Trip** including car hire, airport parking and excursion tickets.

Home

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

Loss of Limb

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

Loss of Sight

Shall mean total and permanent loss of sight without expectation of improvement:

1. in both eyes when **Your** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Manual Work

Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your Bodily Injury** or illness (nursing and bar-work are not considered to be manual work).

Medical Practitioner

Means a doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice other than: **You**; a member of **Your** immediate family; or **Your** employee.

Money

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

Outward Journey

The initial journey in conjunction with **Your Trip** from **Your Home** in the **United Kingdom**.

Permanent Total Disablement

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

Period of Insurance

The period of insurance for all sections except cancellation commences when **You** leave **Your Home** in the **United Kingdom** to start **Your Trip** and ends when **You** have returned to **Your Home** in the **United Kingdom**. If **Your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **You** are able to return but no later than 30 days unless agreed in writing by **Us**.

Period of Insurance under Cancellation

For Single trip Insurance, cancellation cover commences when the premium has been paid and ends when you depart the **United Kingdom** on **Your** outbound journey.

For Annual Multi-trip Insurance, cancellation cover commences at the start date shown on **Your Schedule**.

If **You** have chosen an Annual Multi-trip Insurance the **Outward Journey** and return journey to **Your Home** in the **United Kingdom** must be pre-booked prior to the **Outward Journey** and take place during the start and end date of the insurance, shown in the **Schedule**. The total duration of any one **Trip** is limited to the number of days on **Your Schedule** and any **Trip** exceeding this duration will not be covered in whole or in part. **Trips** within the **United Kingdom** must involve at least 2 nights pre-booked accommodation away from **Your** normal place of residence in order to be insured by this policy.

Cover under Section 13 Travel Dispute, starts at the time that **You** book the **Trip** or pay the insurance premium, whichever occurs last. If **You** have arranged an Annual Multi-trip policy cover under Section 13 Travel Dispute starts at the time that **You** book the **Trip** or the Effective Date shown in the **Schedule**, whichever occurs last.

Personal Possessions

Suitcases (or other luggage carriers) and their contents taken on **Your Trip** together with articles worn or carried by **You** for **Your** individual use during **Your Trip** (but excluding items mentioned in the exclusions).

Public Transport

Means an airline, train, bus, coach, or ferry services, operating to a published timetable on which **You** are a fare-paying passenger or a Tour Operator's own transport service, or taxi, to join **Your** booked travel itinerary.

Psychiatric Condition

A mental or addictive condition, including, but not limited to alcoholism, drug addiction, phobias, anxiety, depression, stress or eating disorder.

Redundancy

Redundancy of a person covered under this policy who is under 65 years of age who has been employed for two continuous years with the same employer at the time of being made redundant.

Schedule

The document showing details of the cover purchased which should be read in conjunction with this policy.

Ski Equipment

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

Ski Pack

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

Sports and Activities

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

Strike or Industrial Action

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

Terrorism

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

Trip

A holiday (and/or a business trip if an additional premium is paid and option benefits cover 'Business Travel' is noted as 'insured' in the **Schedule**) if it commences during the **Period of Insurance**, starting from when **You** leave **Your Home** or place of work (in the **United Kingdom**) whichever occurs last and ending when **You** return to **Your Home** or place of work whichever occurs first.

Any **Trip** within the **United Kingdom** must involve at least 2 nights pre-booked paid accommodation or involves a pre-booked flight.

United Kingdom

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

Unattended

Left away from **Your** person where **You** are not in a position to prevent unauthorised taking of **Your Personal Possessions** or **Money** or Passports, Tickets, Property and Documents (unless left in a locked room or locked safety deposit facility, or packed in a locked boot of a vehicle whilst **You** are travelling in it).

Utilisation of Nuclear, Chemical or Biological weapons of mass destruction

The use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of:

fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

Valuables

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment including software, laptops, tablet PC's and iPads, musical instruments, furs, or leather clothing, (apart from footwear).

You/Your

Each Insured Person named in the **Schedule**.

We/Us/Our

Ageas Insurance Limited in respect of all sections of cover, other than section 12 – Legal Costs and Expenses, section 13 – Travel Dispute and section 14 – End Supplier Failure cover where other definitions of this term are provided.

UPGRADES

This policy contains different levels of cover, some of which do not apply unless **You** have paid the appropriate additional premium. Any extra benefit **You** have purchased is shown on **Your Schedule**. Please read the wording and ensure the cover reflects **Your** requirements.

You may upgrade **Your** travel insurance coverage by purchasing any of the following upgrades prior to commencement of **Your Trip** and dependant on the level of cover **You** have purchased.

Optional Winter Sports Cover

Your policy can be extended, subject to certain limitations, for Winter Sports cover. Please refer to the Optional Winter Sports Cover section in this policy for full details.

Optional Cruise Cover

Your policy can be extended to cover **Your Cruise** holiday. Please refer to the Optional Cruise Cover section in this policy for full details.

Optional Golf Cover

Your policy can be extended, subject to certain limitations, for Golf cover. Please refer to the Optional Golf Cover section in this policy for full details.

Optional Business Cover

Your policy can be extended, subject to certain limitations for Business Cover. Please refer to the Optional Business Cover section in this policy for full details.

Optional Sports and Activities Cover

Some **Sports and Activities** are automatically covered within the policy. **Your** policy can be extended, subject to certain limitations, to cover additional Sports & Activities. Please refer to the optional Sports & Activities cover section in this policy for full details.

Optional End Supplier Failure Cover

Your policy can be extended to include cover for any unused ticket charges/pre-paid expenses in the event of the insolvency or financial failure of a scheduled airline, car hire company, ferry, coach or train operator and short let accommodation, including hotels. Please refer to the Optional End Supplier Failure section in this policy for full details.

Optional Travel Dispute Cover

Your policy can be extended to cover the pursuit of compensation against **Your** Tour Operator, Holiday Company, Travel Agent, Car Hire Company, Airline, Ferry, Train, Cruise Liner or Coach Company, Hotelier or property owner if they fail to fulfil their contract with you. Please refer to the Optional Travel Dispute section in this policy for full details.

Sports and Activities

You are not covered for taking part in any sports or activities unless it is listed below. If **You** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below, please contact JustTravelcover.com on 0333 0030021 who will contact **Us** to see if **We** can provide cover. Please note that under the Personal Liability section **You** will not be covered for liability caused directly or indirectly by **Your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following sporting activities when participated in for recreational purposes incidental to a **Trip** and not in organised competitions or in any professional capacity are not considered to be dangerous or hazardous and are not subject to the special provisions of the endorsement below:

Roller Skating, Basket Ball, Bowls, Snorkelling, Cricket, Cycling, Squash, Tennis, Volley Ball, Fishing, Water Polo, Golf, Racket Ball, Rambling, Badminton, Rounders, Football.

Cover for **Sports and Activities** is only available on a non-professional (amateur) and recreational basis provided that **You** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets etc.) are worn at all times and **You** do not participate in such **Sports and Activities** for more than 90 days in any one **Period of Insurance**. The acceptable **Sports and Activities** list is:

Category A

Your Insurance automatically covers **You** for the following activities:

- Aerobics
- Angling/Fishing
- Archery (amateur)
- Badminton (amateur)
- Banana Boating
- Baseball (amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing/River Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified) *No Personal Liability Cover
- Fell Walking/Fell running
- Fencing
- Football /Soccer (amateur)
- Golf (amateur)
- Hiking (under 2000m altitude)
- Jet Boating
- Jogging
- Motorcycling up to 50cc with licence appropriate to the cc, wearing a crash helmet - no racing
- Netball (amateur)
- Orienteering
- Outward-bound Pursuits (Ground level Only)
- Paintballing
- Parascending/Parasailing (over water) towed by boat *No Personal Liability Cover
- Pony Trekking
- Racquetball
- Rambling (under 2000m altitude)
- Roller Blading/Roller Skating
- Rounders
- Sail Boarding
- Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 mile)
- Skate Boarding
- Snooker/Pool/Billiards
- Snorkelling
- Squash (amateur)
- Surfing (amateur) *No Personal Liability Cover
- Swimming
- Table Tennis
- Ten pin bowling
- Tennis (amateur)
- Trekking (under 2000m altitude)
- Tug of war
- Underground activities (as part of an organised excursion/tour)
- Volleyball (amateur)
- War Games
- Water Polo (amateur)

- Water Skiing (amateur) inland/coastal waters within 12 mile (excluding jumping) *No Personal Liability Cover
- Windsurfing (amateur) inland/coastal waters within 12 mile * No Personal Liability Cover
- Weightlifting
- Work Abroad - Non Manual Work (Including professional, administrative or clerical duties only)

When **You** have paid the appropriate additional premium for Scuba or skin diving at any depth the following endorsement applies:

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

The following sports and activities are examples of what are not covered by this insurance unless an additional premium has been paid and the **Schedule** shows the cover has been provided.

Category B

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

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (maximum 3) *No Personal Accident Cover
- Camel/Elephant Riding/Trekking (non-incident)
- Cycle Touring * No Personal Liability Cover
- Deep Sea Fishing
- Dog Sledding
- Go Karting (Motorised - specific use)
- Gymnastics
- Hiking (between 2001 and 4000m altitude)
- Hockey (amateur)
- Horse Riding (up to 7 days - no polo, hunting, Jumping)
- Hot Air Ballooning (non-incident)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non-incident)
- Kayaking
- Martial Arts (training only)
- Mountain Biking *No Personal Liability Cover
- Motorcycling up to 125cc with a licence appropriate to the cc, wearing a crash helmet - no racing
- Quad Biking
- Rambling (between 2001 and 4000m altitude)
- Rowing (inland/coastal waters within 12 mile)
- Rugby (amateur Competition)
- Safari (Tour Operator organised and not involving the use of firearms)
- Scuba Diving* (up to 30m as long as PADI qualified or equivalent to that depth and provided adequately supervised/not diving alone).
- Track Events
- Trekking (between 2001 and 4000m altitude)
- White Water Rafting/Black Water Rafting – Grades 1 to 4
- Work Abroad - Manual work (ground level no machinery)

Category C

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

- Abseiling
- American Football (amateur)
- Gliding
- Ice Skating (rink only)
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Running/Marathon Running
- Sand Boarding/Sand surfing/Sand safaris/Sand skating
- Triathlon
- White water rafting/canoeing grades 5-6
- Yachting/boating (racing/crewing) (Inland/coastal waters within 12 mile)

Category D

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

- Animal riding (other than specified)
- BMX cycling
- Canyoning
- Hang Gliding
- High Diving under 5m (amateur, excluding cliff diving) from a purpose built board over man made pool
- Horse Jumping/Show Jumping (no Polo, Hunting)
- Ice hockey (indoor rink)
- Kite Surfing
- Micro Lighting *No Personal Liability Cover

- Land Yachting/Sand Yachting
- Lugging
- Motor rallies
- Parasailing/Parascending (overland)
- Rock Climbing (under 2000 meters)
- Rock Scrambling (under 4000 meters)
- Sky Diving (including tandem) up to 2 jumps maximum
- Tobogganing
- Wrestling
- Work Abroad - Manual (including use of light machinery), bar and restaurant, waitress, waiter, chalet maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery.

Note: In the event of an injury incurring as a result of voluntary **Manual Work**, the **Excess** under the section Medical & Repatriation Expenses will be increased to £250.

CANCELLATION

We will pay

Up to the amount shown in the Schedule of Benefits for the cost of unused travel and accommodation arrangements which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **You** commence **Your Trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

1. the death or disablement by **Bodily Injury**, illness or being subject to quarantine of (a) **You**, (b) any person **You** were intending to travel or stay with, (c) a **Close Relative of Yours** or (d) a **Close Business Associate of Yours**; or
2. **You** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **Your** employment would normally require **You** to attend court); or
3. **Your Redundancy**, provided that **We** are informed in writing immediately notification of **Redundancy** is received and that **You** were not aware of any impending **Redundancy** at the time this policy was issued; or
4. **Your Home** being made uninhabitable or **Your** place of business being made unusable, up to 14 days before the commencement of **Your Trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business; or
5. **Your** passport, or the passport of any person **You** were intending to travel with being stolen during the seven days before **Your** booked date of departure; or
6. **You**, a **Close Relative of Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
2. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7.
4. **any extra charges from the company You booked travel or accommodation with because of Your failure to notify them immediately it was found necessary to cancel;**
5. prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority;
7. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**;
8. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**;
9. anything mentioned in the General Exclusions.

CURTAILMENT

We will pay

Up to the amount shown in the Schedule of Benefits for:

1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your Trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if **You** have to **Curtail Your Trip** and return to **Your Home** earlier than planned due to:
 - a. the death, severe **Bodily Injury** or serious illness of:
 - i. **You** or any person **You** are travelling with;
 - ii. **Your Close Relative**;
 - iii. **Your Close Business Associate**;
 - b. **Your Home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business;
 - c. **You** being unable to continue **Your** booked **Trip**, due to loss or theft of **Your** passport, or that of any person **You** are travelling with;

The amount paid by **Us** in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs;

2. Additional travelling expenses incurred by **You** to return to **Your Home** (including Economy Class travel) earlier than planned for a reason stated in cover (1) of this section;
3. **You**, a **Close Relative of Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
2. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7.
4. **Any extra charges from the company You booked travel or accommodation with because of Your failure to notify them immediately it was found necessary to cancel;**
5. prohibitive regulations by the Government of any country;

6. where a theft of a passport has not been reported to the relevant authority;
7. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**;
8. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**;
9. anything mentioned in the General Exclusions.

MEDICAL & REPATRIATION EXPENSES

We will pay

Up to the amount shown in the Schedule of Benefits if during **Your Trip** **You** became ill or sustained a **Bodily Injury** for costs incurred outside the **United Kingdom** that have been authorised by Assistance International:

1. for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to the amount shown in the Schedule of Benefits;
2. for additional accommodation (room only) and travelling expenses, including those of one relative or friend if **You** have to be accompanied **Home** on medical advice or if **You** are a child and require an escort **Home**;
3. for conveyance of the body or ashes to the **United Kingdom** (but excluding the cost of burial or cremation); or
4. for local funeral expenses abroad limited to £3,000;
5. for loss of Medication - up to a maximum of £300 for the cost of replacing essential medication lost or stolen during **Your Trip**.

NOTE

All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **You** become ill or sustain a **Bodily Injury** **We** have the right to bring **You** back **Home**, if **Our** medical advisors state that **You** can safely travel **Home**. If **You** refuse to return **Home**, **We** have the right to stop covering **Your** expenses.

This section does not apply to **Trips** within the **United Kingdom**.

Before a claim for emergency expenses can be submitted under this section, **You** must contact Assistance International.

If **You** are taken into hospital or **You** think that **You** may have to come **Home** early (be repatriated) or extend **Your Trip** because of illness or a **Bodily Injury**, Assistance International must be told immediately.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
2. any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7.
4. any expenses incurred for illness, **Bodily Injury** or treatment required in consequence of:
 - a. surgery or medical treatment which in the opinion of the attending doctor and **Our** medical advisors can be delayed until **Your** return to the **United Kingdom**;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**;
5. preventative treatment which can be delayed until **Your** return to the **United Kingdom**;
6. **You** not obtaining a written certificate of fitness and ability to travel and endure the **Trip** where **You** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **Your Trip**;
7. claims that are not confirmed as medically necessary by the attending doctor or **Our** medical advisors;
8. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or **Bodily Injury** which necessitated **Your** admittance into hospital;
9. any additional hospital costs arising from single or private room accommodation unless medically necessary;
10. expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
11. costs that arise over 12 months after a claim was first notified;
12. anything mentioned in the General Exclusions.

HOSPITAL BENEFIT

We will pay

Up to the amount shown in the Schedule of Benefits should **You** suffer a **Bodily Injury** or illness during the **Period of Insurance**, for each full 24 hours that **You** spend as an inpatient in a hospital outside the **United Kingdom**.

PERSONAL EFFECTS & BAGGAGE

We will pay

1. Personal Baggage

Up to the amount shown in the Schedule of Benefits for the intrinsic value or cost of repair of any of **Your** own **Personal Possessions** (not hired, loaned or entrusted to **You**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **We** will pay for all **Valuables** in total, for any single article, pair and/or set of articles, for all prescription spectacles will be limited to the amounts shown in the Schedule of Benefits.

NOTE

In the event of a claim for a pair or set of articles **We** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

2. Delayed Baggage

Up to the amount shown in the Schedule of Benefits for the cost of buying replacement necessities if **Your** own **Personal Possessions** are delayed in reaching **You** on **Your Outward Journey** for at least 12 hours and **You** have a written report from the **Carrier** (i.e. airline, shipping company etc). Receipts will be necessary in the event of a claim.

NOTE

Any amount **We** pay **You** under item 2 (Delayed Baggage) will be deducted from **Your** claim if **Your Personal Possessions** proves to be permanently lost.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits (not applicable to Delayed Baggage claims);

2. **You** not exercising care for the safety and supervision of **Your Personal Possessions**;
 3. loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access;
 4. the loss, damage or delay in transit of **Your Personal Possession**, and **You** do not:
 - notify the **Carrier** (i.e. airline, shipping company, etc) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss;
 5. loss, destruction, damage or theft:
 - a. from confiscation or detention by customs or other officials or authorities;
 - b. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use (other than **Ski Equipment** for winter sports **Trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
 - c. due to wear and tear, denting or scratching, moth or vermin;
 - d. of **Valuables** left as checked-in baggage;
 6. mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a **Carrier**, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
 7. **Valuables** stolen from an **Unattended** vehicle;
 8. **Personal Possessions** stolen from:
 - a. an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
 - b. an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
 9. any shortages due to error, omission or depreciation in value;
 10. any property more specifically insured or recoverable under any other source;
 11. the cost of replacement locks;
 12. anything mentioned in the General Exclusions.
-

MONEY AND CASH

We will pay

Up to the amount shown in the Schedule of Benefits if **You** own **Money** is lost or stolen whilst being carried on **Your** person or left in a locked safety deposit box (or equivalent facility).

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
 2. **You** not exercising care for the safety and supervision of **Your** property;
 3. loss, destruction, damage or theft of **Your Money** left **Unattended** in a public place, or a place to which members of the general public have access;
 4. **Money** stolen from:
 - a. an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
 - b. an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
 5. any shortages due to error, omission or depreciation in value;
 6. anything mentioned in the General Exclusions.
-

LOSS OF PASSPORT & DOCUMENTS

We will pay

Up to the amount shown in the Schedule of Benefits for:

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

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
 2. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities;
 3. loss or theft unless:
 - a) **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery; and
 - b) **You** have obtained a written Police report;
 4. loss of or theft from an **Unattended** vehicle at any time;
 5. anything mentioned in the General Exclusions.
-

TRAVEL DELAY

This section does not apply to **Trips** within the **United Kingdom**.

We will pay either

1. the sum insured shown in the Schedule of Benefits if the international departure of the **Public Transport** on which **You** are booked to travel is delayed by at least 12 hours; or
2. up to the amount under the cancellation section of this policy shown in the Schedule of Benefits (after deduction of the **Excess** shown in the Schedule of Benefits if **You** abandon the **Trip** (on the **Outward Journey** only) after the first full 12 hours due to the delay of **Your** outward or return flight, sea crossing, coach or train departure to or from the **United Kingdom** for more than 12 hours beyond the booked departure time as a result of:
 - a. **Strike or Industrial Action** provided that when this policy was taken out, there was no expectation that the **Trip** would be delayed);
 - b. adverse weather conditions;
 - c. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits (applicable to 2 above, Abandonment claims only);
2. **You** not checking in for the flight, sea crossing, coach or train departure before the intended departure time;
3. **You** not obtaining written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay;
4. any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
5. anything mentioned in the General Exclusions.

NOTE

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

MISSED DEPARTURE

This section does not apply to **Trips** within the **United Kingdom**.

We will pay

Up to the amount shown in the Schedule of Benefits for travel and accommodation expenses required to reach **Your** booked destination, if:

1. the vehicle **You** are travelling in to reach **Your** international departure point breaks down or is involved in an accident; or
2. the **Public Transport** **You** are using to reach **Your** international departure point is delayed, resulting in **You** arriving too late to commence **Your** booked **Trip**.

You are not covered for the following

1. **You** not allowing sufficient time for **Your** journey to the airport or port to catch the booked flight or sailing;
 2. the **Public Transport** provider's failure unless **You** get a letter from the provider confirming that the service did not run on time;
 3. the accident or breakdown of **Your** car unless **You** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **You** were travelling in;
 4. any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your** policy and the date **Your** travel tickets or confirmation of booking were issued;
 5. anything mentioned in the General Exclusions.
-

PERSONAL ACCIDENT

We will pay

Up to the amount shown in the Schedule of Benefits for the following benefits, if **You** suffer a **Bodily Injury** during **Your Trip** which, within 12 months after the date of that accident, is the sole cause of **Your** death or disability:

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

We will not pay for any claims for death, loss or disablement caused directly or indirectly by:

1. **Your** sickness, disease, physical or mental condition that is gradually getting worse;
 2. a **Bodily Injury** which existed prior to the commencement of the **Trip**;
 3. any claims under this section not notified to **Us** within 12 months of the date of the accident;
 4. anything mentioned in the General Exclusions.
-

PERSONAL LIABILITY

We will pay

Up to the sum insured shown in the Schedule of Benefits (inclusive of legal costs and expenses) if **You** become legally liable to pay damages in respect of:

1. Accidental **Bodily Injury**, including death, illness and disease to a person; and/or
2. Accidental loss of or damage to material property (property that is both material and tangible); arising during the **Trip**, **We** will indemnify **You** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

You are not covered for the following

1. **We** will not be liable for the **Excess** as shown in the Schedule of Benefits;
2. **We** will not be liable for anything mentioned in the General Exclusions;
3. **We** will not pay any liability for:
 - a. **Bodily Injury**, illness or disease of any person who is **Your Close Relative**, a travelling companion, or under a contract of employment, service or apprenticeship with **You** when the **Bodily Injury**, illness or disease arises out of and in the course of their employment to **You**;
 - b. loss or damage to property belonging to or held in trust by or in the custody or control of **You** other than temporary accommodation occupied by **You** in the course of the **Trip**;
 - c. **Bodily Injury** or damage caused directly or indirectly in connection with the ownership, possession or use by **You** or on behalf of **You** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
 - d. **Bodily Injury** caused directly or indirectly in connection with the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
 - e. fraudulent, dishonest or criminal acts of **You** or any person authorised by **You**;
 - f. any claim assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
 - g. punitive or exemplary damages.

Specific Conditions

1. **You** or **Your** legal representatives will give **Us** written notice immediately if **You** have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of **You** without **Our** prior written consent.
3. Every claim notice, letter, writ or process or other document served on **You** shall be forwarded to **Us** immediately upon receipt.
4. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** own benefit any claim for indemnity or damages against all other parties or persons.
5. **We** may at any time pay **You** in connection with any claim or series of claims the sum insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made **We** shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

LEGAL COSTS AND EXPENSES

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited, Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

The following definitions of words and terms apply to this section only.

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

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person appointed by us to act on **your** behalf, subject to the **DAS Standard Terms of Appointment**.

Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

As per the geographical area on **your** policy schedule.

DAS Standard Terms of Appointment

The terms, conditions and remuneration that an **appointed representative** must agree to prior to acting on **your** behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

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).

Period of insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

A law firm or barristers chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit at regular intervals. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

In all claims the prospects that **you** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal must be at least 51%. **Reasonable prospects** will be assessed by **us** or a preferred law firm on **our** behalf.

We, us, our

DAS Legal Expenses Insurance Company Limited.

You/Your

Each insured person named on the insurance schedule.

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of cover.

What is covered

Personal Injury

We will pay an **appointed representative** on **your** behalf **costs and expenses** to represent **you** following a specific or sudden accident that causes **your** death or bodily injury to **you**.

provided that:

1. **reasonable prospects** exist for the duration of the claim; and
2. the **date of occurrence** of the insured incident is during the **period of insurance**; and
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**; and
5. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000; and
6. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
7. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal; and before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
8. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist; and
9. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award: and
10. in the event of a claim, should **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside of the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

Legal advice service

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, **we** may need to call **you** back depending on the enquiry. Legal advice about the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and DAS will call **you** back within operating hours. To help **us** check and improve **our** service standards, **we** may record all calls.

To make a personal injury claim or request legal advice, please call **0344 893 9013**. **We** will not accept responsibility if the Legal advice service fails for reasons **we** cannot control.

Please do not ask for help from a lawyer or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

What is not covered

1. **Excluded claims**
 - a. Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
 - b. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
 - c. Clinical negligence
 - d. Defending **your** legal rights, but defending a counter-claim is covered
 - e. Any legal action against the travel agent, tour operator or carrier
 - f. Any **costs and expenses** that **you** have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).
2. **Late reported claims**

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
3. **Costs not agreed by us**

Costs and expenses incurred before **our** written acceptance of a claim.
4. **Court awards and fines**

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
5. **Legal action not agreed by us**

Any legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
6. **Defamation**

Any claim relating to written or verbal remarks which damage **your** reputation.
7. **A dispute with DAS**

A dispute with **us** not otherwise dealt with under Condition 9.
8. **Judicial review**

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. **Litigant in person**

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

Conditions

As well as the general conditions and exclusions on pages 31-32 the following conditions apply

1. **Observance of policy terms**

You must:

 - a. keep to the terms and conditions of this section
 - b. take reasonable steps to avoid and prevent claims
 - c. take reasonable steps to avoid incurring unnecessary costs
 - d. send everything **we** ask for, in writing, and
 - e. report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
2. **Your legal representation**
 - a. On receipt of a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - b. If the appointed **preferred law firm** is unable to negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, **you** may choose **your appointed representative**.
 - c. If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had

agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This may vary from time to time.

d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

3. **Your responsibilities**

- a. **You** must co-operate fully with **us** and the **appointed representative**.
- b. **You** must give the **appointed representative** any instructions that **we** ask **you** to.

4. **Offers to settle a claim**

- a. **You** must tell **us** if anyone offers to settle a claim and **you** must not negotiate or agree to a settlement without **our** written consent
- b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c. **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and conduct in **your** name the pursuit or settlement of any claim. **You** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all information and assistance required.

5. **Assessment and recovery of costs**

- a. **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this
- b. **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

6. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

7. **Expert Opinion**

We may require **you** to get at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. **Withdrawal of coverage**

If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

9. **Arbitration**

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

10. **Claims under this section by a third party**

Apart from **us**, **you** are the only person who may enforce all or any part of this 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 the policy in relation to any third-party rights or interest.

11. **Other insurances**

If the insurance provided by this section is also covered by another policy or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

DATA PROTECTION

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold **you** the policy.

WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

HOW WE WILL USE YOUR INFORMATION

We may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **you** have, **your** information may also be sent outside the EEA so the service provider can administer **your** claim.

We will take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you. Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@DAS.co.uk

HOW TO MAKE A COMPLAINT

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

TRAVEL DISPUTE

This section of cover is only applicable if You have paid the appropriate premium and is noted in Your Schedule

Important Notice Regarding the operation of this Policy

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

- All potential claims must initially be reported to Our appropriate Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

Claims Notification & Advice Helpline Service – 01384 377000

- This is a policy where You must notify Us during the period of insurance and within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought within the Court Jurisdiction of a country within the United Kingdom or European Union.
- If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid we will;
- take over the claim on Your behalf
- appoint a specialist of Our choice to act on Your behalf.

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

1. We consider it is unlikely a reasonable settlement of Your claim will be obtained, or
2. There is insufficient prospects of obtaining recovery on any sums claimed or
3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us. You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request)
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

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

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

Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

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

Authorised Professional

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

Claim Limit(s)

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the Schedule.

Claims Specialist

Our own claims panel solicitor or claims handler.

Court

A Court, tribunal or other competent authority.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Holiday

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

Insured Person

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

Insurer

This insurance is administered by Legal Insurance Management Limited and underwritten by Royal & Sun Alliance Insurance Plc.

Legal Proceedings

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

Period of Insurance

The **Period of Insurance** shown in the Schedule.

Policyholder, You, Your

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

Pre-Booked Accommodation

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

Professional Fees

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

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

Prospects of Success

At least a 51 % chance of the **Insured Person(s)** achieving a favourable outcome

Schedule

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

Standard Professional Fees

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

Territorial Limits

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

Terrorism

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

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

Legal Insurance Management Ltd and Royal Sun Alliance Insurance plc.

Cover

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

Upon payment of the policy excess if applicable **We** will indemnify **You** in accordance with Our Standard Professional Fees and where requested by **You** any other

Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured event within the Territorial Limits where **You** notify **Us** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

What is covered:

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

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

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

What is not covered:

1. Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.
2. An Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
5. The **Insured Person's** travelling expenses, subsistence allowances or compensation for absence from work.
6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

General Exclusions for section 26

This insurance does not cover:

1. Professional Fees incurred:
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the **Insured Person** should have realised when purchasing this insurance that a claim under this insurance might occur;
 - c) before Our written acceptance of a claim;
 - d) before Our approval or beyond those for which **We** have given Our approval;
 - e) where **You** fail to give proper instructions in due time to **Us** or to the Authorised Professional;
 - f) where **You** are responsible for anything which in Our opinion prejudices **Your** case;
 - g) if **You** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **You**;
 - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
 - i) in respect of the amount in excess of Our Standard Professional Fees where **You** have elected to use an Authorised Professional of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the Authorised Professional;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from **Your** deliberate act, omission or misrepresentation;
8. any Professional Fees relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. a dispute which relates to any compensation or amount payable under a contract of insurance;
10. a dispute with **Us** not dealt with under the Arbitration condition;
11. an application for judicial review;
12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
13. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
14. any claim arising from a stress or psychological related condition;
15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
17. Legal Proceedings between an **Insured Person** and a central or local government authority;
18. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute;
19. any claims made or considered against **Us**, the Agent or Authorised Professional used to handle any claim;
20. any claims relating to cosmetic treatment, surgery or tanning;
21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits.
22. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
23. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
24. any loss or damage caused by any sort of war, invasion or revolution

25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
26. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

GENERAL CONDITIONS:

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy;
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Observance

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

Claims

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

We will give such consent if **You** can satisfy **Us** that there are reasonable Prospects of Success in pursuing or defending **Your** claim and that it is necessary for Professional Fees to be paid and **You** have paid the Excess.

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

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

1. **Your** Prospects of Success are insufficient;
2. It would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim.

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

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

1. If **We** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. **We** consider that it is unlikely that **You** will recover the sums due and or awarded to **You**.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at Our option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

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

Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **Us** will act on **Your** behalf and **You** must accept Our nomination.

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

Where **You** have elected to use **Your** own nominated Authorised Professional **You** will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

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

Recovery of Costs

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

Fraud

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

Privacy Notice

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **Us** at dataprotection@legalim.co.uk. Alternatively, **You** can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to **Your** Agent within fourteen (14) days of issue and **We** will refund **Your** premium provided **You** have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

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

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Acts of Parliament

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

Arbitration

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

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Notification and Advice Helpline Service

All potential claims must be reported initially to the Travel Dispute Claims Notification and Advice Helpline Service for advice and support.

Travel Dispute Claims Notification & Advice Helpline Service: - 01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

Law

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

Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance contact Legal Insurance Management Ltd.

Write to Us at: Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF

Email Us At: claims@legallim.co.uk

Call Us On: 01384 377 000

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567

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

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

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS

END SUPPLIER FAILURE

This section of cover is only applicable if You have paid the appropriate premium and is noted in Your Schedule

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Certain Underwriters at Lloyd's (**The Insurer**).

The Insurer will pay up to £1500 in total for each Person-Insured named on the Invoice for:

- 1 Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure or
- 2 In the event of **Financial Failure** after departure:
 - a. additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the **Curtailement** of the travel arrangements; or
 - b. if **Curtailement** of the holiday is unavoidable - the cost of return transportation to the **United Kingdom**, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the **Curtailement** of the travel arrangements.

Financial Failure means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier means the company that owns and operates the services listed in point 1 above.

The Insurer will not pay for:

1. Travel or Accommodation not booked within the **United Kingdom**, Channel Islands, Isle of Man or Ireland prior to departure
2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach **Your** pre-booked hotel following the **Financial Failure** of an airline.

CLAIMS PROCEDURE

International Passenger Protection (IPP) claims only - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting your policy number, Travel Insurance Policy name and **reference ESFI-V2.18**:

IPP Claims at Cunningham Lindsey

Oakleigh House

14-15 Park Place

Cardiff, CF10 3DQ

United Kingdom

Telephone: +44 (0)345 266 1872

Email: insolvency-claims@ipplondon.co.uk

Website: www.ipplondon.co.uk/claims.asp

ALL OTHER CLAIMS - REFER TO YOUR INSURANCE POLICY AND SEE ALTERNATIVE CLAIMS PROCEDURE

WINTER SPORTS

This section of cover is only applicable if You have paid the appropriate premium and is noted in Your Schedule

If You have an Annual Multi-trip Policy and have paid for Winter Sports Cover, this policy will cover You for up to 21 days in each **Period of Insurance**.

If You have a Single Trip Policy and have paid for Winter Sports Cover, this policy will cover You for the whole **Period of Insurance**.

Both Single Trip and Annual Multi-trip policies are extended to include:-

- Bob Sleighing
- Cross Country Skiing
- Curling
- Dog Sledging
- Dry Slope Skiing
- Heli Skiing
- Lugging
- Skiing
- Skiing, Big Foot
- Sledging
- Snow Boarding
- Snow Kiting
- Snow Mobiling
- Snow Shoeing
- Tobogganing

On piste snowboarding, skiing, snow-cat skiing, mono-skiing and ski bobbing are included. Also included is Off-piste skiing and snowboarding but only if You are accompanied by a qualified instructor or guide.

We will pay

1. SKI EQUIPMENT

Up to the amount shown in the Schedule of Benefits for the value or repair of **Your own Ski Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Ski Equipment**, if they are lost, stolen or damaged during **Your Trip**, limited to the amount shown in the Schedule of Benefits for any one item.

Please note:

Claims for owned **Ski Equipment** will only be calculated as follows:

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

2. SKI HIRE

Up to the amount shown in the Schedule of Benefits per day for the cost of hiring replacement **Ski Equipment** as a result of the accidental loss, theft or damage of **Your own Ski Equipment** during the **Period of Insurance**.

3. DELAYED SKI EQUIPMENT

Up to the amount shown in the Schedule of Benefits towards the cost of hiring replacement **Ski Equipment** necessities, if **Your own Ski Equipment** is delayed in reaching **You** on **Your Outward Journey** for at least 12 hours and **You** have a written report from the **Carrier** (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits (except for Benefits Ski Hire and Delayed Ski Equipment above);
2. **You** not exercising care for the safety and supervision of **Your own** or **Your hired Ski Equipment**;
3. **You** not obtaining a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your own** or **Your hired Ski Equipment**;
4. **Your own** or **Your hired Ski Equipment** which is lost, damaged or delayed in transit, if **You** do not:
 - a. notify the **Carrier** (i.e. airline, shipping company etc.) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline);
 - b. follow up in writing within 7 days to obtain a written carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your own** or **Your hired Ski Equipment** stolen from:
 - a. an **Unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
 - b. an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
7. anything mentioned in the General Exclusions.

4. SKI PACK

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

We will pay

Up to the amount shown in the Schedule of Benefits, in all for the unused portion of **Your Ski Pack** costs paid for or contracted to be paid for before **Your Trip** commenced, where **You** do not **Curtail the Trip**, but are certified by a **Medical Practitioner** in the resort as being unable to ski and unable to use the **Ski Pack** facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused items.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
2. claims where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;
3. anything mentioned under the **We will only pay claims arising directly or indirectly from** of Medical & Repatriation Expenses Section;
4. anything mentioned under the General Exclusions.

5. PISTE CLOSURE

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

Cover is only available under this Section between 1st December to 30th April, if there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing

We will pay

1. the amount shown in the Schedule of Benefits per day towards the costs **You** have to pay to travel to another resort; or
2. the amount shown in the Schedule of Benefits for each full day **You** are unable to ski, if **Your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked **Period of Insurance of Your Trip**.

You are not covered for the following

1. claims where **You** have not obtained confirmation of resort closure from the local representative;
2. claims where not all skiing facilities are totally closed;
3. claims where the lack of snow conditions are known or are public knowledge at the time of effecting insurance;
4. anything mentioned in the General Exclusions.

GOLF COVER

This section of cover is only applicable if **You** have paid the appropriate premium and is noted in **Your** Schedule

We will pay

1. GOLF EQUIPMENT

a. Loss of Golf Equipment

Up to the amount shown in the Schedule of Benefits, for the value of repair of **Your** own **Golf Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Golf Equipment**, if they are lost, stolen or damaged during **Your Trip**, for any single article limited to the amount shown in the Schedule of Benefits.

b. Hire of Golf Equipment

Up to the amount shown in the Schedule of Benefits, for the cost of hiring replacement Golf Equipment as a result of accidental loss, theft or damage of **Your** own Golf Equipment during the Period of Insurance.

You are not covered for the following

1. the **Excess** shown in the Schedule of Benefits;
2. if **You** do not exercise care for the safety and supervision of **Your** own or **Your** hired **Golf Equipment**;
3. where **You** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired **Golf Equipment**;
4. where **Your** own or **Your** hired **Golf Equipment** are lost, damaged or delayed in transit if **You** do not:
 - a. notify the **Carrier** (i.e. airline, shipping company etc.) immediately and obtain a written carrier's Report (or Property Irregularity Report in the case of an airline) or,
 - b. follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your** own or **Your** hired **Golf Equipment** being stolen from:
 - a. an **Unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
 - b. an **Unattended** vehicle (other than motor caravans) left for any period between the hours of 9 pm and 9 am;
7. anything mentioned in the Conditions and General Exclusions.

2. LOSS OF GREEN FEES

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

We will pay

Up to £75 per day, up to the amount shown in the Schedule of Benefits, in total for the unused portion of **Your** Green Fees costs paid for or contracted to be paid for before **Your Trip** commenced, where **You** do not **Curtail** the **Trip**, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused Green Fees.

You are not covered for the following

1. claims where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities;
2. anything mentioned under **We will not pay for claims arising directly or indirectly from** the Medical & Repatriation Expenses Section;
3. anything mentioned under the General Exclusions.

3. HOLE IN ONE

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

We will pay

Up to the amount shown in the Schedule of Benefits, if **You** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

NOTE

This benefit will only be payable once in any game.

You are not covered for the following

1. where **You** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
2. anything mentioned under the General Exclusions.

BUSINESS EQUIPMENT

This section of cover is only applicable if **You** have paid the appropriate premium and is noted in **Your Schedule**

1. BUSINESS EQUIPMENT

We will pay

for the loss, theft or damage of **Your** business equipment suffered during the **Period of Insurance**.

2. BUSINESS EQUIPMENT HIRE

We will pay

£50 per day up to the maximum amount shown in the Schedule of Benefits for the cost of hiring replacement business equipment if during the **Period of Insurance** the business equipment held by **You** for business reasons is lost, stolen or damaged.

3. BUSINESS MONEY

We will pay

You up to the amount shown in the Schedule of Benefits for the following business items that **You** are responsible for:

1. Bank notes
2. Coins
3. Traveller's Cheques
4. Travel Tickets
5. Green Card
6. Admission Tickets

If Business Money is collected from a bank for use during a **Trip** it will be covered for a period of 72 hours prior to the start of a **Trip** and shall continue for the same period after returning from the **Trip** or until deposited at a bank whichever occurs first.

You are not covered for the following

1. Any loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven days;
2. Any loss and/or theft not reported to the police within 24 hours of discovery, and a police statement obtained;
3. Any loss, theft or damage whilst left **Unattended** unless **You** have kept them in locked accommodation, a safe or a safety deposit box;
4. Equipment or **Money** left in a vehicle overnight;
5. Any loss, theft or damage to mobile phones (including Pocket PC's BlackBerrys, iPhone, PDA's and the like), loose precious stones, securities, deeds, bonds, stamps or documents of any kind;
6. Loss, theft, or damage of equipment and **Money** whilst in the custody of the **Carrier**;
7. The **Excess** as shown on **Your** Schedule of Benefits;
8. More than the value of the part of a pair or set which is lost, stolen or damaged;
9. Anything mentioned in the **General Exclusions**

Conditions

1. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for that property, it will then belong to **Us**.
2. 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 3 years old at the time and that evidence of the original purchase is provided.
3. All Exclusions and Conditions from the Personal Effects & Baggage section will apply to this section.

CRUISE COVER

This section of cover is only applicable if **You** have paid the appropriate premium and is noted in **Your Schedule**

If **You** have purchased an Annual Multi-trip policy and have paid the additional premium and cover is noted in **Your Schedule**, this Policy will cover **You** for up to 31 days in each **Period of Insurance**.

If **You** have a Single Trip Policy and have paid the additional premium and cover is noted in **Your Schedule**, this Policy will cover **You** for the whole **Period of Insurance**.

1. MISSED PORT DEPARTURE

We will pay

Up to the amount shown in the Schedule of Benefits for additional accommodation (room only) and travel expenses necessarily incurred in joining **Your Cruise** ship journey at the next docking port if **You** fail to arrive at the international departure point in time to board the ship on which **You** are booked to travel on the initial international journey of **Your Trip** as a result of:

1. The failure of scheduled **Public Transport**;
2. An accident to or breakdown of the vehicle in which **You** are travelling;
3. An accident or breakdown occurring ahead of **You** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which **You** are travelling; or
4. **Strike or Industrial Action** or adverse weather conditions.

You are not covered for the following

1. The **Excess** shown in the Schedule of Benefits;
2. **Strike or Industrial Action** or air traffic control delay existing or publicly declared by the date this insurance is purchased by **You** or the date **Your Trip** was booked whichever is the later;
3. An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided;
4. Breakdown of any vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturer's instructions; or
5. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any such regulatory body in a country to/from which **You** are travelling;
6. Additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements;
7. Additional expenses where **Your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **You** are travelling independently and not part of an integrated **Cruise** package;
8. Anything mentioned in the General Exclusions.

Specific conditions

Under this policy **You** must:

1. In the event of a claim arising from any delay arising from traffic congestion obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay;
2. Allow sufficient time for the scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

2. CABIN CONFINEMENT

We will pay

Up to the amount shown in the Schedule of Benefits for each 24-hour period that **You** are confined by the ships medical officer to **Your** cabin for medical reasons during the period of the **Trip**.

You are not covered for the following

1. Any confinement to **Your** cabin which has not been confirmed in writing by the ships medical officer;
2. Anything mentioned in the General Exclusions.

3. ITINERARY CHANGE

We will pay

Up to the amount shown in the Schedule of Benefits for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. This must be confirmed by the **Cruise** operator in writing confirming the reason for the missed port.

You are not covered for the following

1. A missed port caused by **Strike or Industrial Action** if the strike or industrial action was notified at the time that the insurance was purchased;
2. **Your** failure to attend the excursion as per **Your** itinerary;
3. When **Your** ship cannot put people ashore due to a scheduled tender operation failure;
4. Anything mentioned in the General Exclusions.

4. UNUSED EXCURSIONS

We will pay

Up to the amount shown in the Schedule of Benefits for the cost of pre-booked excursions, which **You** were unable to use as a direct result of being confined to **Your** own cabin due to an accident or illness which is covered under the Medical and Repatriation Expenses section.

You are not covered for the following

The **Excess** shown in the Schedule of Benefits;

1. Anything mentioned in the General Exclusions.

5. CRUISE INTERRUPTION

We will pay

Up to the amount shown in the Schedule of Benefits for additional travel expenses incurred to reach the next port in order to re-join the **Cruise**, following **Your** temporary illness requiring hospital treatment on dry land.

You are not covered for the following

1. The **Excess** shown in the Schedule of Benefits;
2. Claims where less than 25% of the **Trip** duration remains;
3. Any claim arising directly or indirectly from a known pre-existing medical condition affecting **You** unless **You** have declared all pre-existing medical conditions to **Us** and **We** have written to **You** accepting them for insurance;
4. Anything mentioned in the General Exclusions.

Specific conditions

Under this policy **You** must:

1. Contact **Us** prior to arranging any additional travel, so that **We** can approve and assist with any travel arrangements. **You** must also obtain a medical certificate from the **Medical Practitioner** in attendance to confirm the details of **Your** unforeseen illness or injury.
2. Supply satisfactory medical evidence at the time of requesting **Our** assistance in the event of an interruption claim in order to substantiate that the claim is due to **Your** unforeseen illness or injury. **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

General Conditions applicable to all sections

1. No payment will be made under the following sections without appropriate medical certification.
 - a. Cancellation
 - b. Curtailment
 - c. Medical & Repatriation Expenses
 - d. Hospital Benefit
 - e. Personal Accident
 - f. Personal Liability
 - g. Legal Expenses
 - h. Winter Sports
 - i. Golf Cover
 - j. Cruise Cover
2. If **We** require any medical certificates, information, evidence and receipts, these must be obtained by **You** at **Your** expense.
3. In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **We** are entitled to a post mortem examination, both at **Our** expense.
4. **You** must take all steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent the fraudulent claim will not be paid and the policy will be terminated.
6. The original **Schedule** must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **Us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.
9. **We** may at any time pay to **You** **Our** full liability under the policy after which no further payments will be made in any respect.
10. It is a condition of this insurance that **You** have advised **Us** of anything that may affect **Our** decision to accept **Your** insurance, failure to do so may invalidate this insurance leaving **You** with no right to make a claim.
11. If at the time of making a claim there is any other policy covering the same risk **We** are entitled to contact that insurer for a contribution.
12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
13. The Laws of England and Wales govern this insurance unless **We** agree otherwise.
14. If **You** are unable to complete the **Trip** within the number of days shown on the **Schedule**, due to:
 - a. death, injury or illness to **You** or any person travelling with **You**; or
 - b. a delay of or an interruption of public transport services.**We** will extend **Your** policy, without charge, for the additional days necessary for **You** to complete the **Trip**. Cover will automatically be extended day by day up to a maximum of 30 days after the expiry of the **Period of Insurance** as stated on **Your Schedule**, when the return is necessarily delayed, as a result of the ill health of **You**, provided Assistance International has been notified; or through the failure of **Public Transport**.
15. No sum payable under this Policy shall carry interest.
16. In no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the Schedule of Benefits.
17. **Our** liability to make any payment under this policy shall be conditional upon **Your** observance of all terms, provisions, conditions and endorsements of this policy. Where **You** do not comply with any obligation to act in a certain way specified in this policy, this may prejudice **Your** position to recover under any claim. It is a fundamental condition that **You** shall at all times comply with all terms and conditions of this policy that require **You** to act or not act in a particular way as specified. Failure to comply will result in **You** forfeiting **Your** right to the policy cover.
18. **You** must take all reasonable steps to avoid or minimise any loss or damage likely to give rise to a claim under this policy.
19. Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

General Exclusions applicable to all sections

We will not pay anything directly or indirectly caused by:

1. **Your** suicide, deliberately injuring **Yourself**, being under the influence of alcohol or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life);
2. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
3. air travel within 24 hours of scuba diving;
4. bankruptcy/liquidation of any tour operator, travel agent or transportation company.
5. consequential loss of any kind. For example loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost;
6. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
 - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
7. loss or damage arising from:
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
 - b. any act of **Terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
 - i. this exclusion will not apply to Personal Accident Section or Medical Emergency Expenses Section provided **You**, having suffered an injury or illness has not participated in or conspired in such activities,
 - ii. provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of **Terrorism** or series of acts of **Terrorism** occurring within a 72 hour period is £2,500,000 in the aggregate.
 - c. any act of **Terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents.
 - d. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;**You** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.
8. **You** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 250cc and in any event if **You** fail to wear a crash helmet or have not paid the appropriate additional premium;

9. **You** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
10. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid); professional or organised sports, , racing, speed or endurance tests, scuba diving to a depth greater than 9 metres, or 30 metres if the appropriate premium has been paid, scuba diving without a qualified instructor, or dangerous pursuits; **Your Manual Work** (unless the appropriate additional premium has been paid); taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
11. Winter sports of any kind (unless the appropriate premium has been paid). Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons; ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
12. any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
13. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Personal Accident Section, Medical Emergency Expenses Section);
14. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel;
15. the closure of UK or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any Country;
16. a journey in, to or through the following countries: Afghanistan, Liberia or Sudan;
17. Claims arising from **Your** wilful, malicious or unlawful acts;
18. **You** being exposed to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**;
19. **You** taking part in a criminal act;
20. a pre-existing medical condition not declared to and accepted by **Us** in writing;
21. **You** driving, or in charge of a vehicle where **Your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
22. any claim arising directly or indirectly from **Your** health or anyone's good health on which **Your Trip** depends that **You** knew about before **Your Trip** commenced unless **We** have agreed in writing.

Complaints Procedure

We are committed to treating our customers fairly. However, **We** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following. Please tell **Us** **Your** name and **Your** claim number or policy number and the reason for **Your** complaint. **We** may record phone calls.

Sales

If **Your** complaint is about the way this Policy was sold, **You** should refer to:

The Office Manager
JustTravelcover.com
Victoria House
Toward Road
Sunderland
Tyne & Wear
SR1 2QF

Telephone: 0333 0030021

Email: admin@justtravelcover.com

Claims

For all other sections other than Section 12 – Legal Costs and Expenses, Section 13 – Travel Dispute and Section 14 – End Supplier Failure, if **You** have a complaint regarding **Your** claim, please telephone **Us** on the number shown in **Your** claims documentation. Alternatively, **You** can write to **Us** at the address shown below or email **Us** through **Our** website at www.ageas.co.uk/complaints (please include **Your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve **Your** complaint by the end of the next working day. If **We** are unable to do this, **We** will write to **You** within five working days to either:

- Tell **You** what **We** have done to resolve the problem; or
- Acknowledge **Your** complaint and let **You** know when **You** can expect a full response. **We** will also let **You** know who is dealing with the matter.

We will always aim to resolve **Your** complaint within four weeks of receipt. If **We** are unable to do this **We** will give you the reasons for the delay and indicate when **We** will be able to provide a final response.

Complaints for Legal Costs and Expenses

If **Your** complaint is concerning section 12 – Legal Costs and Expenses, please contact DAS Legal Expenses Insurance Company Limited direct at; Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively, **You** can email them at customerrelations@das.co.uk or by phoning 0344 893 9013

Complaints for Travel Dispute

If **Your** complaint is concerning section 13 - Travel Dispute please contact The Managing Director at;
Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Please make sure that **You** quote the policy number which can be found on **Your Schedule**.

Complaints for End Supplier Failure

If **Your** complaint is concerning section 14 – End Supplier Failure Cover please contact The Customer Service Manager direct at;
International Passenger Protection Ltd, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR.

Alternatively, **You** can email at info@ipplondon.co.uk

Please make sure that **You** quote the policy number which can be found on **Your Schedule**.

We will acknowledge any complaint within 5 working days advising **You** of who is dealing with **Your** concerns and attempt to address them.

We will provide **You** with a written response outlining **Our** detailed response to **Your** complaint within two weeks of receipt of the complaint. If **Our** investigations are ongoing **We** will write to **You**, at that time, and outline why **We** are not in a position to provide **You** with a written response and explain to **You** that **You** are able, at that time, to ask Lloyd's Complaints Team review the complaint. In any event, **You** will receive either **Our** written response or an explanation as to why **We** are not in a position to provide one within four weeks of receipt of **Your** complaint.

Having followed the above procedure, if **You** are not satisfied with the response **You** may write to;
Policyholder and Market Assistance, Lloyd's, One Lime Street, London, EC3N 7HA

Alternatively, **You** can email them at complaints@lloyds.com

Contact the Financial Ombudsman Service

If the appropriate party above cannot resolve **Your** complaint, **You** have the right to ask the Financial Ombudsman Service to review **Your** complaint, free of charge, if for any reason **You** are still dissatisfied with either **Our** summary resolution or final response letter, or if **We** have not issued **Our** final response within eight weeks from **You** first raising the complaint. However, **You** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **Your** complaint once **You** have tried to resolve it with **Us**.

In writing:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567

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

Web: www.financial-ombudsman.org.uk

If **Your** complaint relates to insurance purchased from **Us** via electronic means, **You** are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on **Your** behalf.

Referral to the Financial Ombudsman Service is free of charge, but **You** must do so within 6 months of the date of the final resolution letter.

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Using this complaints procedure will not affect **Your** legal rights.

Ageas Insurance Ltd. Privacy Policy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. For **Our** full Privacy notice please visit **Our** website www.ageas.co.uk or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for **Your** personal data please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.

Collecting your information

We collect a variety of information about **You** including **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **Your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **We** collect **Your** personal information and or special categories of personal information is because **We** need it to provide **You** with the appropriate insurance quotation, policy and price as well as manage **Your** policy such as handling a claim or issuing documentation to **You**. **Our** assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance.

We will also use **Your** information where **We** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information regarding **Your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **You** have given **Us** information about someone else, **You** would have confirmed that **You** have their permission to do so.

Sharing your information

We share **Your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **We** are trialling their products and services which **We** think may improve **Our** service to **Your** or **Our** business processes.

Unless required to by law, **We** would never share **Your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **Your** information for as long as is necessary in providing **Our** products and services to **You** and/or to fulfil **Our** legal and regulatory obligations. Please refer to **Our** full privacy notice for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **Your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **We** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **Your** information.

Your rights

You have a number of rights in relation to the information **We** hold about **You**, these rights include but are not limited to: the right to a copy of **Your** personal information **We** hold; object to the use of **Your** personal information; withdraw any permission **You** have previously provided and complain to the Information Commissioner's Office at any time if **You** are not satisfied with **Our** use of **Your** information. For a full list of **Your** rights please refer to the full privacy notice.

Please note that there are times when **We** will not be able to delete **Your** information. This may be as a result of fulfilling **Our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request **We** will always let **You** know **Our** reasons.



JustTravelcover.com

BEYOND
TRAVEL

IMPORTANT NUMBERS:

Medical Emergency: +44 (0) 238 064 4633

Claims: 0345 122 3280

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com

