



*JustTravelcover.com*

**AXIOM**  
UNDERWRITING

# 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](http://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:	<b>0333 003 0021</b>
Sales:	<b>0800 294 2969</b>
Email:	<b><a href="mailto:admin@justtravelcover.com">admin@justtravelcover.com</a></b>

### **While you are away:**

24 Hour Medical Emergency Assistance:	<b>+44 (0) 1243 621122</b>
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### **When you return:**

Claims:	<b>+44 (0) 1243 218420</b>
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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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## IMPORTANT NOTES

We wish to bring to **your** attention some of the important features of **your** travel insurance Policy.

### POLICY EXCESSES

Claims under most sections of the Policy will be subject to excess. Where there is excess **you** will be responsible for paying the first part of that claim.

### REASONABLE CARE

**You** are required to take all reasonable care to protect **yourself** and **your** property and to act as though **you** are not insured.

### COMPLAINTS

The insurance Policy includes a Complaints Procedure, which tells **you** what steps **you** can take if **you** wish to make a complaint.

### COOLING OFF PERIOD

The cover under Section 5a Cancellation, commences as soon as the policy is issued, **we** cannot therefore, refund **your** premium after this date except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements.

### HAZARDOUS ACTIVITIES & SPORTS

The Policy will not cover **you** when **you** take part in any **Hazardous Activities** unless **you** have declared this to **us** and paid an additional premium and it is stated in the **Policy Schedule**.

### CRUISES

The Policy will not cover **you** for trips on Cruise-ships.

### INSURANCE POLICY

This contains full details of the cover provided plus the conditions and exclusions that apply. **You** must read the insurance Policy carefully.

### CONDITIONS AND EXCLUSIONS

There are conditions and exclusions, which apply to individual sections. General conditions, exclusions and terms apply to the whole Policy.

### FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

### CYBER-TERRORISM

The Policy will not cover **you** for the consequences of **Cyber-Terrorism**.

### MEDICAL EXPENSES

This section does not provide private health care unless specifically approved by the **Assistance Company**.

### HEALTH

The Policy contains conditions relating to the health of the people travelling and others upon whose well-being the **Trip** may depend. Please refer to **page 1 & 2** of the Policy for **Pre-Existing Medical Conditions** and exclusions.

### PROPERTY CLAIMS

These are settled on an indemnity basis – not on a 'new for old' or replacement cost basis.

### POLICY LIMITS

Most sections of the Policy have limits on the amount **we** will pay under that section. Some sections also include inner limits e.g.: for one item or for **Valuables** in total.

### GOVERNING LAW

If **you** live in England, Scotland, Wales or Northern Ireland, the law applicable to where **you** live governs **your** Policy. If **you** live outside of England, Scotland, Wales or Northern Ireland, English law governs **your** Policy.

### HEALTH AND PRE-EXISTING MEDICAL CONDITIONS

**Your Policy** can cater for travellers with **Pre-Existing Medical Conditions**. 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 questions, 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 outpatient?
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. **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 Schedule"
4. **We** will not cover **You** for any **Pre-Existing Medical Conditions** which do not appear in the "Medical Declaration Schedule"
5. **We** will not cover **You** if **Your** state of health was worse than **You** declared to **us** at the time **You** purchased **Your** policy.
6. Please check that the information set out in the "Medical Declaration Schedule" is correct. If it is not, **You** must call JustTravelcover on 0333 0030021 to tell **Us** as soon as possible but in any event no later than 14 days from the date **You** receive **Your** Policy.

#### **Electing to exclude cover for Pre-Existing Medical Conditions**

**You** were given a choice to exclude cover for **Your Pre-Existing Medical Conditions** when **You** applied for this insurance. However, **We** do not recommend that **You** do this as **You** are exposing yourself to substantial medical and repatriation expenses if **You** fall ill abroad, moreover, if **You** cancel or **Curtail Your Trip** due to a **Pre-Existing Medical Condition Your** claim will not be covered.

If **You** did choose to exclude **Your Pre-Existing Medical Conditions** but change **Your** mind before **You** travel, please call JustTravelcover and **We** will try **Our** best to cover them. This may result in **You** being required to pay an additional premium.

#### **Close Relative, Close Business Associate or Travel Companion who is not insured but on whose health your Trip may depend**

If **You** have a **Relative, Close Business Associate** or travel companion 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 patients's doctor states that at the time insurance was taken out 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 calling JustTravelcover. **We** have the right to increase **Your** premiums or refuse to cover **You** on **Your Trip**.

#### **Waiting list**

If **You** are currently on a waiting list for treatment or investigation, **Our** Policy will not provide cover for Cancellation or **Curtailment** under the following circumstances:

- **You** receive an appointment for treatment of investigation which conflicts with **Your** planned **Trip**, or
- As a result of the awaited treatment or investigation **You** become unable to travel on **Your** planned **Trip**.

Being on a waiting list for treatment or investigation does not affect cover whilst **You** are away for medical conditions which have been declared to, and agreed by, **Us**. Should **You** become aware of a change in **Your** diagnosis before **You** travel, please notify **Us** immediately. If **You** are awaiting an initial diagnosis for symptoms **You** are currently experiencing, **We** are unable to provide cover until **You** have a confirmed diagnosis.

#### **Travelling When Pregnant**

Pregnancy is not a medical condition and normal pregnancy without any accompanying injury, illness or complications is not covered. This policy is designed to cover for unforeseen events and normal childbirth would not constitute an unforeseen event.

Please make sure that **Your** Doctor and Midwife are aware of **Your** travel plans, that there are no known complications and that **You** are not travelling against any medical advice.

## TABLE OF BENEFITS (applicable to each Insured Person)

	COVER	BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
1	<b>Emergency Medical, Repatriation and associated Expenses</b>	£5,000,000	£100	£10,000,000	£75	£10,000,000	£50
	<b>Emergency Dental Treatment</b>	£100	Nil	£250	Nil	£350	Nil
	<b>Hospital Benefit</b>	£20 per day up to £200	Nil	£25 per day up to £1000	Nil	£25 per day up to £1000	Nil
	<b>Additional Accommodation &amp; Travelling Costs</b>	Included	£100	Included	£75	Included	£50
	<b>Repatriation or Evacuation cover</b>	Included	£100	Included	£75	Included	£50
	<b>Funeral Expenses and body Repatriation</b>	£5,000	£100	£5,000	£75	£5,000	£50
	2	<b>Personal Accident</b>	£10,000	Nil	£15,000	Nil	£25,000
<b>Permanent Total Disablement (aged 18 to 64)</b>		£10,000	Nil	£15,000	Nil	£25,000	Nil
<b>Permanent Total Disablement (under 18 or over 64)</b>		£1,000	Nil	£3,000	Nil	£5,000	Nil
<b>Loss of Limb(s)/Eye(s) (aged 18 to 64)</b>		£10,000	Nil	£15,000	Nil	£15,000	Nil
<b>Loss of Limb(s)/Eye(s) (under 18 or over 64)</b>		£1,000	Nil	£3,000	Nil	£3,000	Nil
<b>Death (aged 18 to 64)</b>		£5,000	Nil	£10,000	Nil	£15,000	Nil
<b>Death (under 18 or over 64)</b>		£1,000	Nil	£1,500	Nil	£1,500	Nil
3	<b>Medical Disablement/Infection</b>						
	<b>Aged 18 to 64</b>	£5,000	Nil	£10,000	Nil	£15,000	Nil
	<b>Aged under 18 or over 64</b>	£1,000		£2,000	Nil	£2,000	Nil
4	<b>Provision of Screened Blood</b>	£25,000	Nil	£25,000	Nil	£25,000	Nil
5a	<b>Cancellation</b>	£2,000	£100	£5,000	£75	£10,000	£50
5b	<b>Curtailment</b>	£2,000	£100	£5,000	£75	£10,000	£50
6	<b>Travel Delay on Outward Journey</b>	£20 per 8 hours up to £100	Nil	£25 per 8 hours up to £300	Nil	£25 per 8 hours up to £400	Nil
	<b>Travel Disruption &amp; Missed Departure</b>	£250	Nil	£500	Nil	£750	Nil
	<b>Travel Delay resulting in a Missed Departure</b>	£250	Nil	£500	Nil	£750	Nil
7a	<b>Personal Effects / Possessions</b>	£1,000	£100	£1,500	£75	£2,000	£50
	<b>Single Item Limit</b>	£150		£250		£400	
	<b>Valuables Limit</b>	£150		£250		£400	
	<b>Luggage Delay</b>	£100	Nil	£200	Nil	£300	Nil
7b	<b>Loss of Travel Document</b>	£200	Nil	£300	Nil	£500	Nil
	<b>Money and Cash</b>	£200	Nil	£300	Nil	£500	Nil
	<b>Cash Limit</b>	£100		£150		£300	
	<b>Cash Limit if under 18</b>	£50		£50		£75	
8	<b>Personal Liability</b>	£1,000,000	£250	£1,000,000	£250	£2,000,000	£250
	<b>Property Damage Only</b>	£100,000	£250	£100,000	£250	£100,000	£250
9	<b>Hijack, Kidnap and Mugging</b>	£200	Nil	£500	Nil	£1,000	Nil
	<b>Hospitalisation following a Mugging Attack</b>	£20 per day up to £100	Nil	£25 per day up to £250	Nil	£25 per day up to £500	Nil
10	<b>Catastrophe</b>	£250	Nil	£500	Nil	£1,000	Nil
11	<b>Legal Costs &amp; Expenses</b>	£25,000	Nil	£25,000	Nil	£25,000	Nil

**EXTENSIONS OF COVER - THE FOLLOWING ADDITIONAL COVER OPTIONS ARE AVAILABLE ONLY WHERE THE APPROPRIATE PREMIUM HAS BEEN PAID**

12	<b>Golf Cover</b>						
	<b>Loss of Golf Equipment</b>	£1,500	£100	£1,500	£75	£1,500	£50
	<b>Hire of Golf Equipment</b>	£300	Nil	£300	Nil	£300	Nil
	<b>Loss of Green Fees</b>	£400	Nil	£400	Nil	£400	Nil
	<b>Hole in One</b>	£100	Nil	£100	Nil	£100	Nil
13	<b>Wintersports Cover</b>						
	<b>Wintersports Equipment</b>	£350	£100	£500	£75	£750	£50
	<b>Ski Hire</b>	£250	Nil	£300	Nil	£350	Nil
	<b>Ski Pack</b>	£300	Nil	£350	Nil	£400	Nil
	<b>Piste Closure</b>	£250	Nil	£300	Nil	£350	Nil
	<b>Travel Delay due to Avalanche</b>	£20 per 8 hours up to £100	Nil	£20 per 8 hours up to £100	Nil	£20 per 8 hours up to £100	Nil
14	<b>Travel Dispute Cover</b>	£25,000	£35	£25,000	£35	£25,000	£35
15	<b>End Supplier Failure Insurance</b>	£1,500	Nil	£1,500	Nil	£1,500	Nil

**IMPORTANT NOTICE – The excess shown in the Table of Benefits is applicable to age 64. If you are aged 65 or over Excesses are DOUBLED for Cancellation and Medical Expenses Claims:**

<b>Aged 65-74</b>	Bronze	£200	Silver	£150	Gold	£100
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## WELCOME TO AXIOM TRAVEL INSURANCE

Welcome to **Axiom** Travel Insurance underwritten by **Arch Insurance Company (Europe) Ltd**, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

This Policy is available to all UK and Channel Island residents with an upper age limit of 74 for Single Trip insurance and an age limit of 69 for Annual Multi Trip insurance. The Policy is only valid if purchased prior to the start of a **Trip** from the **United Kingdom**.

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## POLICY INFORMATION

### THE POLICY WORDING

The Policy Wording tells **you** exactly what is and is not covered, how to make a claim and other important information.

### POLICY SCHEDULE

The **Policy Schedule** shows important details including **your** premium amount and details of **Insured Persons** who are covered by this Policy. Please keep it with the Policy Wording.

### GOVERNING LAW AND JURISDICTION

The law, which applies to the Insurance Policy, is the law of that part of the **United Kingdom** in which **you** live. If **you** do not normally live in the **United Kingdom**, then English law applies.

### FULL AND ACCURATE DISCLOSURE

It is **your** responsibility to provide complete and accurate information in response to **our** questions when **you** take out **your** insurance policy, and throughout the life of **your** Policy. It is important that **you** ensure that all statements **you** make on the application form, claim forms and other documents are full and accurate. Please note that if **you** fail to provide complete and accurate information in response to **our** questions or fail to inform **us** of any change in circumstances **your** Policy may be invalidated and part or all of a claim may be not be paid.

### ABOUT YOUR POLICY

**We** know that insurance policies can sometimes be difficult to understand, so **we** have tried to make this Policy easy to read. **We** have still had to use some words with special meanings and these are listed and explained on **pages 5-7** and will appear in bold in the text. If **you** do not understand any part of **your** Policy or Schedule, please contact us on **0333 0030021** for assistance.

### THE INSURER

This Policy is underwritten by **Arch Insurance Company (Europe) Ltd**, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

### POLICY RENEWAL – applicable for Annual Multi Trip Travel Policies only

JustTravelcover will send **you** a Renewal Notification Form approximately one month prior to the expiry of the current **Policy Period**.

### RECIPROCAL HEALTH AGREEMENT

If **you** are travelling to a European Union country **you** are strongly advised to obtain a European Health Insurance Card from **your** local post office. This will entitle **you** to benefit from the reciprocal health agreements, which exist between EU countries. If **you** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

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## WORDS WITH SPECIAL MEANINGS

### Accommodation

within a permanent building, a securely lockable room or connected series of rooms including sleeping quarters for the sole private use of **you** and **your** travelling party.

### Active Participation

- the act of any person, whether a combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in **War and Civil Unrest** or **Terrorism**,
- the act of any person voluntarily entering an area known at the time to be subject to **War and Civil Unrest** or against the advice of the Foreign and Commonwealth Office. See: [www.fco.gov.uk](http://www.fco.gov.uk)

### Assistance Company

The Assistance Company appointed by **us** for the purpose of handling 24/7 emergency assistance.

### Bodily Injury

an injury caused solely by accidental external violent and visible means.

### Cash

Valid coins, bank and currency notes.

### Catastrophe

avalanche, explosion, fire, flood, hurricane, lightning, medical epidemic, storm or tempest.

### Close Business Associate

Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

### Contamination

Contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

### Curtail / Curtailment

Returning to **your** home address, in the **United Kingdom** before the scheduled return date of the insured **Trip**.

### Cyber-Terrorism

the use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.



**Default**

the negligence, error or omission of:

- a. the **Insured Person**; or
- b. any provider of transport or **Accommodation**; or
- c. any agent or online booking service through whom travel arrangements were made

**Diving Equipment**

buoyancy control device (BCD), regulator(s), hoses and valves ("octopus"), compressed air cylinder(s), weight belt, wetsuit, mask, fins and snorkel.

**Disablement**

permanent total **Disablement** resulting in **your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind or permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes.

**Europe**

all countries West of the Ural Mountains, Mediterranean Islands, Algeria, Morocco, Tunisia, Turkey, Canary Islands, Madeira, The Azores

**Family and Couples**

the Insured and/or spouse/civil partner residing at the same address and unmarried dependent children (including adopted, foster and step-children) aged up to 18 (or under age 23 if in full-time education), **living in the same household** (except children when attending full-time education). Children are only covered when travelling with **you** or **your** spouse or partner.

**Golf Equipment**

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

**Hazardous Activities and Sports**

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

**NOTE: See Pages 27 to 29 for a list of Hazardous Sports and Activities covered by this Policy.**

**Hijack**

the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

**Illness**

a sudden and unexpected deterioration in health not caused by **Bodily Injury**.

**Insurance Event**

one occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

**Insured/Insured Person/You/Your**

any person named on the **Policy Schedule** who is eligible to be Insured and for whom premium has been paid.

**Insured Journey**

a **Trip**. Any journey that is commenced within the **Policy Period** (Annual Multi Trip Insurance) is only covered until the end of the **Policy Period** unless the policy is renewed prior to expiry.

**Kidnap**

the unlawful holding of an **Insured Person** by a third party without the **Insured Person's** consent and whose release is subject to the fulfilment of certain conditions.

**Medical Disablement**

**Disablement** resulting in **your** permanent and absolute inability to attend to a profession, business or gainful occupation of any kind or permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

**Medical Practitioner**

a qualified medical physician, not being an **Insured Person** or a **Relative** of the **Insured Person**.

**Mugging**

a violent attack on **you** with a view to theft by a person or persons not previously known to **you**.

**Nuclear, Chemical, Biological, Terrorism Act**

the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause **Illness** and/or death in humans, animals or plants.

**PADI**

the Professional Association of Diving Instructors.

**Personal Effects/Possessions**

baggage, clothing and personal effects, suitcases and other containers taken on, or acquired during, an **Insured Journey** by an **Insured Person** (but excluding **Personal Money**), and which are owned by the **Insured Person** including **Valuables** and gifts purchased outside **your** country of residence.

**Personal Money**

credit, debit or charge cards, cheques, travellers cheques, **Cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **Insured Person**.

**Policy Excess**

the amount of money **you** will have to pay towards the cost of a claim. **We** will deduct such excess from each claim **you** make under certain sections of this **Policy**. The amount of the excess per **Policy** section is shown within the Table of Benefits. **If you use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no Excess will apply under Policy Section 1, Cover A.**

**Policyholder**

the person who bought the insurance (first person mentioned on the **Policy Schedule**).

**Policy Period**

the period to which the insurance applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on the **Policy Schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

**Policy Schedule**

the certificate of coverage, benefits and excess under the Policy, as amended or endorsed from time to time.

**Pre-Existing Medical Conditions**

those conditions as defined on pages 1 and 2.

**Relative**

Mother, Father, Sister, brother, grandmother, grandfather, grandchild, civil partner, relation-in law Mother/Father/Son and Daughter-in-law.

**Ski Equipment**

skis or snowboard, ski boots, ski bindings and ski sticks.

**Sports Equipment**

those articles which are usually worn, carried or held in the course of participation in a recognised sport.

**Strike or Industrial Action**

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

**Terrorism**

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

**Trip**

a journey solely for holiday or leisure purposes commenced and ended during the **Policy Period** from or within the **United Kingdom** and which includes a flight or pre-booked overnight **Accommodation** away from the normal place of residence.

**United Kingdom**

England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Channel Isles and the Isle of Man.

**Valuables**

jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs, and other digital media, games consoles, computer equipment and hand-held electronic devices including but not limited to mobile phones, Blackberries, iPods, iPads, Kindles and the like and associated software.

**War and Civil Unrest**

War or warlike operations (whether war is declared or not), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

**We/Our/Us**

**Arch Insurance Company (Europe) Ltd.** (in Policy Section 11 **we**, **our** and **us** refers to DAS Legal Expenses Insurance Company Limited, in Policy Section 14 **we**, **our** and **us** refers to UK General Insurance Limited on behalf of Great Lakes Insurance SE, and in Policy Section 15 **we**, **our** and **us** refers to International Passenger Protection Limited.)

**Weapons of Mass Destruction**

The use of atomic, biological or chemical weapons or **Contamination**.

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**POLICY CONDITIONS**

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. Certain sections of cover have certain additional conditions, which must also be complied with.

**AGE LIMITATION**

For Single Trip policies, cover does not extend to any person aged over 74 at commencement of the **Policy Period**. For Annual Multi Trip policies, there is no cover for any person aged over 69 at commencement of the **Policy Period**.

**CANCELLING THE POLICY**

**You** may cancel this Policy within 14 days of its issue (provided **you** have not commenced an **Insured Journey**) and, subject to **you** not having or intending to make a claim, a full refund of premium will be made. If **you** choose to cancel and a claim has been made under this Policy during the **Policy Period** or an **Insured Journey** has been commenced, **you** will not be entitled to any premium refund. **We** may cancel this Policy by giving **you** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **your** last known address. If **we** do, the premium **you** have paid for the rest of the current **Policy Period** will be refunded pro rata.

**COMMENCEMENT OF COVER**

In respect of Single Trip policies, cover for cancellation commences on the Date of Issue shown on **your Policy Schedule**, or from the date an **Insured Journey** is booked (whichever is the later) and terminates on commencement of the **Insured Journey**.

In respect of Annual Multi Trip policies, cover for cancellation commences on the Date of Cover shown on **your Policy Schedule**, or from the date an **Insured Journey** is booked (whichever is the later) and terminates on commencement of the **Insured Journey**.

In respect of all other cover in the Policy, cover commences from the effective date when **you** leave **your** usual place of residence to commence an **Insured Journey**, and continues until the time of **your** return to **your** usual place of residence on completion of the **Insured Journey**.

**DOMESTIC TRAVEL COVER**

Domestic holidays (within the **United Kingdom**) that include a flight or pre-booked overnight **Accommodation** away from **your** normal place of residence, are covered subject to all other policy terms and conditions.

**FAMILY MEMBERS**

**Family** members are only Insured under this Policy if they are named on the **Policy Schedule** and the appropriate premium has been paid. Children are only covered when travelling with **you** or **your** spouse or partner.

#### MAXIMUM DURATION

Any one **Trip** covered by an Annual Multi Trip Travel Insurance Policy is limited to a maximum of 31 days. Any one **Trip** covered by a Single Trip Insurance Policy is limited to a maximum of 90 days. These limits vary with age and the options **you** have chosen. They are shown on **your Policy Schedule**. No cover shall be provided for any part of any **Trip** under an Annual Multi Trip policy where **your** intended travel exceeds the maximum permitted travel days granted under **your** Policy.

#### MEDICAL EXAMINATION

**You** may be required to submit **yourself** to a medical examination and/or deliver or arrange delivery of a medical declaration/copy of a medical report issued by a **Medical Practitioner**.

#### PRE-EXISTING MEDICAL CONDITIONS

**Your** Policy contains an exclusion relating to **Pre-Existing Medical Conditions** (refer to **page 1 & 2**). These are conditions that existed before the start of any journey during the **Policy Period**.

#### TAKING CARE

**You** must take all reasonable steps to avoid anything which may result in a claim under this Policy, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

#### THIRD PARTY CONTRACTS ACT

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 from that Act.

#### TRANSFERRING YOUR INTEREST IN THE POLICY

**You** cannot transfer **your** interest in this Policy to anyone else.

#### WAR RISKS AND CIVIL HAZARDS

The Policy covers the **Insured Person** provided the **Insured Person** is not in Active Service/Taking Part (**page 8**) and;

(a) provided that the **Insured Person's** presence in such country or area is:

(i) attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling, or

(ii) attributable to involuntary diversion or transit due to **Hijack, Kidnap** or other occurrence beyond the **Insured Person's** control, provided always that at the time of such **Hijack, Kidnap** or occurrence the **Insured Person** was not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;

(b) for a maximum period of three days from the start of the hostilities or of the insurrection, where the **Insured Person** is surprised by such events whilst outside the **United Kingdom** in a country which, until that time was in a state of peace.

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#### GENERAL EXCLUSIONS

These exclusions apply to all sections of **your** Policy. The sections of cover in this Policy have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to. **We** will not pay for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:

#### ACTIVE PARTICIPATION

as defined on Page 5.

#### AVIATION

flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft.

#### BUSINESS TRAVEL

any **Trip** not undertaken solely for leisure purposes.

#### CRIMINAL ACTS

any criminal act deliberately or intentionally committed by an **Insured Person**.

#### CRUISES

any cover under the Policy for trips on cruise-ships.

#### CYBER-TERRORISM

any consequences of **Cyber-Terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

#### DECOMPRESSION

any claim arising as result of flying less than 24 hours after a scuba dive.

#### DEFAULT

negligence, error or omission as defined on **page 6**.

#### DEPRECIATION

depreciation, wear and tear and currency exchange losses.

#### DISINCLINATION

unwillingness or refusal to travel.

#### GOLF

any cover under Section 12 unless the appropriate additional premium has been paid and "Golf Cover" is shown on **your Policy Schedule**.

#### NUCLEAR ENERGY

Including nuclear reactions, radiation and **Contamination**.

#### MENTAL ILLNESS

Incidents arising out of **your** psychological or psychiatric disorder, or any condition of anxiety stress or depression diagnosed prior to an **Insured Journey**, unless declared to **us** and accepted by **us** in writing.

#### PRE-EXISTING MEDICAL CONDITIONS

those conditions as defined on **page 1 & 2**.

#### PRESSURE WAVES

the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## RELATED PARTIES

any negligence, error, omission or **Default** of a **Relative** or **Close Business Associate** of an **Insured Person**.

## RESCUE

air, land and/or sea search and rescue

## SCUBA DIVING

any injury/accident related to scuba diving unless the appropriate additional premium has been paid and the relevant level of Hazardous Pursuits is shown on **your Policy Schedule**.

## SELF-INJURY

any intentional self-injury, suicide, attempted suicide, injury from deliberate, reckless or willful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or of a drug or drugs, other than those medically prescribed (but excluding drug addiction), or substance or solvents abuse or venereal disease.

## TERRORISM

(a) when the incident is covered by government or public authority compensation

(b) leading to a Cancellation and Curtailment due to fear of travelling or any cancellation if the public means of transport is not departing to the destination as a consequence of the act of **Terrorism or fear of Terrorism**

(c) in the form of a Nuclear, Chemical or Biological **Terrorism** act

(d) in areas which are regarded by **us** as **War Risks and Civil Hazards** areas and/or in areas in which **you** are travelling against the advice of the Foreign and Commonwealth Office.

## WAR AND CIVIL UNREST

including any action taken in controlling, preventing, suppressing or in any way relating to **War and Civil Unrest**, unless **you** are in an area subject to **War and Civil Unrest** at the outbreak of hostilities, in which case **you** will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that **you** take the first reasonable opportunity to leave the area. If **you** fail to take such an opportunity all cover under this Policy will end.

## VACCINATIONS

Any claim arising as a result of **you** failing to ensure that **you** receive the vaccinations recommended by the World Health Organisation (WHO) or **United Kingdom** public health authority prior to **your** travel including malaria medication.

## VOLCANIC ASH

the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

## WINTER SPORTS

cover under any section of the Policy for the consequences of **Winter Sports** activities and any cover under Section 13 unless the appropriate additional premium has been paid and "Winter Sports Cover" is shown on **your Policy Schedule**.

## WEAPONS OF MASS DESTRUCTION

as defined on **page 7**

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## CLAIMS PROCEDURE

### MAKING A CLAIM

Please refer to section 11 on pages 17 to 19 for details on how to claim for Legal Costs and Expenses, Section 14 on pages 21 to 25 for Travel Dispute claims and Section 15 on page 26 in respect of End Supplier Failure claims.

To make claims under all other Sections, please contact CEGA Claims Service:

CEGA Claims Service  
PO Box 127  
Chichester  
West Sussex  
PO18 8WQ  
Telephone +44 (0) 1243 218420  
Fax +44 (0) 1243 621035  
Email: [claims@cegagroup.com](mailto:claims@cegagroup.com)

Claims should be notified as soon as possible and, in any event, no later than 30 days after the occurrence of the **Insurance Event** that gave rise to the claim.

Please quote **your** policy number in all claims correspondence and remember to keep relevant original receipts (not photocopies) as they will be required for the claim.

### FRAUD

If **you** make any misrepresentation or concealment of dishonest statement in obtaining this Policy or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this Policy will be lost.

### NO INTEREST

No interest shall be added to any claims payments.

### OTHER INSURANCE

If any **Insured Person** claims under this Policy for something which is also covered by another insurance Policy, including credit card insurance, the **Insured Person** must provide **us** with full details of the other insurance Policy. **We** will only pay **our** pro rata share of any claim apart from a valid personal accident claim, which **we** will pay in full.

### RIGHTS AND RESPONSIBILITIES

**We** will be entitled to take over and conduct in **your** name (at **our** expense) the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you** will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **us** (or **DAS** in respect of **Policy Section 11**).

In case of **Illness** or **Bodily Injury** we may approach any doctor who may have treated **you** during the period of three years prior to the claim and **we** may at **our** own expense, and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or in the event of death, have a post mortem examination of **your** body. **You** will supply, at **your** own expense, a doctor's certificate in the form required by **us** in support of any medical-related claim under the Policy.

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## HELPLINES

**EMERGENCY MEDICAL ASSISTANCE** TEL: +44 (0) 1243 621122

**CLAIMS SERVICE** TEL: +44 (0) 1243 218420

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## COMPLAINTS

**We** aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure below has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** Policy number in all correspondence and telephone calls.

### Complaints Procedure

If **you** wish to complain under Policy Sections 1 to 10 or 12-13 please forward details of **your** complaint to:

Arch Insurance Company (Europe) Ltd.  
5th Floor, Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ  
Tel: 0207 621 4500 Fax: 0207 621 4501

If **you** wish to complain under Policy Section 11 – Legal Costs and Expenses, please forward details of **your** complaint to:

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

If **you** wish to complain under Policy Section 14 – Travel Dispute please forward details of **your** complaint to:

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North, The Waterfront,  
Brierley Hill, West Midlands, DY5 1 XF

If **you** wish to complain under Policy Section 15 – End Supplier Failure Insurance please forward details of **your** complaint to:

The Customer Services Manager  
International Passenger Protection Limited,  
IPP House, 22-26 Station Road,  
West Wickham, Kent, BR4 0PR

If the matter still cannot be resolved to **your** satisfaction **you** should write to:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**NB.** The Financial Ombudsman Service can only deal with **your** claim after **you** have followed the full complaints procedure. If **you** use the 'Complaints procedure', **your** right to take legal action against **us** is not affected.

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## THE COVER – SECTION 1 EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

### What is covered

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**. If **you** sustain actual **Bodily Injury** or suffer **Illness** outside the **United Kingdom**, **we** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured shown in the Table of Benefits which are necessarily incurred in respect of the following:

#### A. Emergency Medical and Transportation expenses as a direct result of Bodily Injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges (semi-private ward), nursing home and additional **Accommodation** during recuperation
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

#### What is not covered

1. Admission to a private hospital/clinic unless approved by the **Assistance Company**.
2. Private room **Accommodation** in a hospital/clinic.
3. Any expense which **you** incur more than 12 months after the occurrence of the injury or **Illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication except where specifically covered under Section 5a Cancellation or 5b Curtailment. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.

6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the **Insured Journey**.
8. Costs of health or medical treatment provided in the **United Kingdom**.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **your** return to the **United Kingdom**.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by **us** in advance of being performed.
11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. **Policy Excess** may apply **except** in the case of inpatient hospitalisation and medical transportation or if **you** have used the European Health Insurance Card to reduce the claim, in which case no **Policy Excess** applies. Please refer to the Table of Benefits.
16. An increased excess applies to anyone aged 65 years or above. Please refer to the Table of Benefits.
17. Valid Medical claims arising as a consequence of participation in **Hazardous Activities and Sports** listed in Appendix 1 may be subject to additional excess in accordance with Appendix 1

**B. Hospital Confinement Benefit**

1. An amount is provided, as shown in the Table of Benefits, for each 24-hour period that **you** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the **United Kingdom**.

**C. As a result of the hospitalisation of an Insured Person, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such Insured Person or similar expenses for a travel companion staying with you.**

1. Reasonable transport and **Accommodation** expenses (room only) of one **Relative** or friend required on medical advice and authorised by the **Assistance Company** to travel to **you** and/or remain with **you**.
2. Travel insurance for a person summoned or a travel companion staying with **you**.
3. Reasonable additional travelling expenses incurred by **you** in returning to **your** home address.
4. Reasonable additional **Accommodation** expenses (room only) incurred by **you** beyond the number of days pre-booked in the event of serious injury or **Illness** for which a claim is admitted under section A.
5. Cover in the **United Kingdom** applies but is limited to £1,000.

**What is not covered**

1. An escort may not be summoned and covered under this Policy if the **Insured Person** is to be repatriated or released from the hospital/clinic within the following three days unless the hospitalised **Insured Person** is less than 18 years of age.
2. Any expense which **you** incur more than 12 months after the occurrence of the injury or **Illness** to which the claim refers.
3. **Policy Excess** applies. Please refer to the Table of Benefits.

**D. Repatriation or Evacuation of the Insured Person as a consequence of a sudden Illness, an accident, serious assault/rape or witnessing a traumatic Insurance Event**

1. Costs of **your** repatriation to the **United Kingdom** or nearest qualified medical facility as determined by **us** provided **you** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by **us** required on medical advice to escort **you** home.
3. Repatriation of accompanying **Family** members in case an **Insured Person** has been hospitalised or has died.
4. Travel insurance for one person summoned.
5. Cover in the **United Kingdom** applies but is limited to £1,000.

**What is not covered**

1. Any costs of repatriation or evacuation as a result of **you** taking part in **Hazardous Activities or Sports** unless **you** have paid the appropriate additional premium and cover for **Hazardous Activities and Sports** is shown on **your Policy Schedule**.
2. Any expense which **you** incur more than 12 months after the occurrence of the injury or **Illness** to which the claim refers.

**E. Funeral expenses and body repatriation**

1. Cost of returning **your** body or ashes to **your** home address in the **United Kingdom** or burial or cremation in the country in which death occurs.
2. Return travel and reasonable **Accommodation** (room only) expenses for one **Relative** to travel out and accompany the remains.
3. Cover in the **United Kingdom** applies but is limited to 50% of the sum insured.

**What is not covered**

1. Any expense which **you** incur more than 12 months after the occurrence of the injury or **Illness** to which the claim refers.

**Additional conditions applying to Policy Section 1**

- a. All coverage under this Section must be prescribed or recommended by a **Medical Practitioner**. If **you** are admitted as an in-patient in a hospital/clinic **you** must notify the **Assistance Company** immediately and prior to incurring any medical costs. If costs are incurred without notification to the **Assistance Company**, then **we** are only liable for such costs as **we** would have incurred had such a notification taken place, based on existing price agreements and provided the claim is valid.
- b. The **Assistance Company's** doctors have the authority on behalf of **us** to decide whether or not a repatriation is preferable based on an evaluation of the medical condition of the **Insured Person**.
- c. In case of repatriations/evacuation, **we** decide the transport mode considering the medical condition and requirements of the **Insured Person** and the accessibility of his location. The transport can be carried out by air-ambulance, helicopter, scheduled or charter aeroplane, train, ambulance, taxi and the transport may be conducted together with other persons e.g. on scheduled or charter flights
- d. **You** are required to ensure that **you** have received the vaccinations recommended by the World Health Organisation (WHO) or any public UK health authority prior to **your** travel, including any malaria medications recommended. If **you** fail to take such precautions and it is determined that the **Illness** is a result of **your** negligence **your** cover under Policy Section 1 may be void.
- e. **We** will provide repatriation by scheduled or charter flights on economy class where it is available and meets the medical needs of the **Insured Person**.

## THE COVER – SECTION 2 – PERSONAL ACCIDENT

### What is covered

This part of the Policy sets out the cover we provide in total per **Insured Journey** to each **Insured Person**, not exceeding the sum insured set out in the Table of Benefits, who sustains **Bodily Injury** as a sole and direct result of an accident during the **Insured Journey** giving rise to:

- A. **Death occurring within 12 months of the incident**
  - 1. Persons aged 18 to 64 years – 100% of the sum insured.
  - 2. Persons under the age of 18 years or over the age of 64 – 15% of the sum insured.
- B. **Disablement resulting in your permanent and absolute inability to attend to a profession, business or gainful occupation of any kind**
  - 1. Persons aged 18 to 64 years – 100% of the sum insured.
  - 2. Persons under the age of 18 years or over the age of 64 – 20% of the sum insured.
- C. **Permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes**
  - 1. Persons aged 18 to 64 years – 100% of the sum insured.
  - 2. Persons under the age of 18 years or over the age of 64 – 20% of the sum insured.

### Additional conditions applying to Section 2

- a. Compensation for **Disablement** will be paid to the **Insured Person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- b. **Disablement** is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **Insurance Event** causing **Bodily Injury**.
- c. It is a condition for payment of **Disablement** compensation under section B and C that the **Insured Person** is alive on the date of payment.
- d. We will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- e. If an **Insured Person** disappears but no death certificate has been issued, we will wait for a suitable period of time during which we will consider all available evidence and if we have no reason to suppose other than that death has occurred as a result of an accident, we will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to us.
- f. Any **Disablement** compensation that has been paid in connection with an **Insurance Event** subsequently resulting in death will be deducted from the sum insured for death.
- g. The degree of **Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for Permanent Total Disablement as shown in the Table of Benefits.
- h. A pre-existing **Disablement** does not entitle the **Insured Person** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- i. If an **Insured Person** is insured under more than one of our policies, we will not pay out more than the highest sum insured under any one of our policies in total.
- j. If several **Insured Persons** suffer **Bodily Injury** in the same **Insurance Event**, our aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.
- k. The **Insured Person** (or in case of death, the deceased's personal representatives (next of kin)) must provide us with satisfactory medical and other information or allow us access to full medical records and/or death certificates as requested.
- l. The Policy does not cover Personal Accidents which are a consequence of an act of **Terrorism** in the form of a **Nuclear, Chemical or Biological Act** or in **War Risks and Civil Hazards** areas.
- m. The Policy does not cover **Bodily Injury** (personal accidents) if the **Bodily Injury** is a consequence of **Hazardous Activities and Sports** listed in Appendix 1 unless otherwise indicated in Appendix 1. and unless you have paid the appropriate additional premium and cover for **Hazardous Activities and Sports** is shown on your **Policy Schedule**.
- n. In the event of the death or **Disablement** of an **Insured Person** as a result of undertaking a **Hazardous Activity or Sport** as listed in Appendix 1, the benefit may be reduced to a percentage of the sum insured, as shown in Appendix 1.

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## THE COVER – SECTION 3 – MEDICAL DISABLEMENT/INFECTION

### What is covered

This part of the Policy sets out the cover we provide in total per **Insured Journey** to an **Insured Person**, not exceeding the sum insured set out in the Table of Benefits, in respect of viral or bacteriological infection contracted during an **Insured Journey** which results in **Medical Disablement**:

- 1. For persons aged 18 to 64 years – 100% of the sum insured.
- 2. For persons under the age of 18 years or over the age of 64 – 20% of the sum insured.

### What is not covered

- 1. Compensation for **Medical Disablement** where death occurs before payment.
- 2. Compensation to the extent only that such **Medical Disablement** arises by virtue of a **Pre-Existing Medical Condition**.

### Additional conditions applying to Section 3

- 1. Compensation for **Medical Disablement** will be paid to the **Insured Person**.
- 2. **Medical Disablement** is determined as soon as the medical consequences of the **Illness** can be medically determined although not later than two years after the **Insurance Event**.
- 3. It is a condition for payment of **Medical Disablement** compensation that the **Insured Person** is alive on the date of payment.
- 4. We will not pay any benefits solely because the **Insured Person** is unable to take part in sports or pastimes.
- 5. The degree of **Medical Disablement** for loss of several parts of the body cannot exceed 100% of the sum insured for **Medical Disablement**.
- 6. A pre-existing **Disablement** does not entitle the **Insured Person** to any higher assessment of compensation than if such **Disablement** had not previously existed.
- 7. If an **Insured Person** is insured under more than one of our policies, we will not pay out more than the highest insured sum under any one of our policies in total.
- 8. If several **Insured Persons** contract the same or similar infections, our aggregate limit shall not exceed £50,000. If the aggregate limit is reached, this amount will be allocated in proportion to our liability to each **Insured Person**.
- 9. The **Insured Person** must provide us with satisfactory medical and other information or allow us access to full medical records as requested.
- 10. **Medical Disablement** must be proven to be permanent to the reasonable satisfaction of our medical adviser before we will pay compensation.

## THE COVER – SECTION 4 – PROVISION OF SCREENED BLOOD

### What is covered

This part of the Policy sets out the cover **we** provide in total per **Insured Person**, not exceeding the sum insured set out in the Table of Benefits, in total per **Insured Journey** in the event of emergency medical need of screened blood to be forwarded for the treatment of an **Insured Person** during an **Insured Journey**.

**The provision of screened blood, resuscitating fluids and sterile medical equipment to the nearest airstrip used by scheduled carriers and the onward transportation of such supplies to the place of treatment by the fastest means reasonably available**

1. Cost and charges of such provision up to the sum insured.

### What is not covered

1. If supplies are needed as a result of: elective surgery, pre-existing chronic blood disorders, or self-injury.
2. Anything mentioned in the General Exclusions.

### Additional conditions applying to Section 4

The existence of any emergency medical need will be determined by the treating physician in conjunction with the authorised physician of the **Assistance Company** taking into account the medical condition of the **Insured Person** and the safety of local supplies.

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## THE COVER- SECTION 5a – CANCELLATION

This section only applies if Cancellation cover is shown on **your Policy Schedule**.

### What is covered

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits following necessary and unavoidable cancellation of an **Insured Journey**.

**All travel charges which you have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the Trip which you are necessarily required to cancel as a result of:**

1. **Your** accidental **Bodily Injury** or **Illness** or death (or that of a **Relative**, a **Close Business Associate** or a friend with whom **you** have arranged to travel or stay).
2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military or jury service or as a witness in a court of law during the period of the **Trip**, except as an expert witness in a professional capacity.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of redundancy is advised to **us** within 14 days of its announcement.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at **your** private dwelling occurring at any time after **we** have accepted this insurance.
5. **Your** pregnancy, where confirmation of **your** pregnancy by a hospital or registered **Medical Practitioner** is announced to **you** after **you** have bought the travel insurance and after **you** have booked the **Insured Journey**, provided **you** immediately (within seven days) cancel **your Trip**.
6. **You** or any person with whom **you** have arranged to travel or stay being subjected to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

### What is not covered

1. Any cancellation arising from circumstances which could reasonably have been anticipated at the time **you** booked **your Trip**.
  2. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury**, **Illness**, disease of complication except where specifically covered under Section 1 Medical Emergency Expenses. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
  3. Any cancellation following **your** disinclination to travel or to continue with **your Trip** or loss of enjoyment on **your Trip**.
  4. Any cancellation as a consequence of **Terrorism** including **your** fear of travelling.
  5. Any cancellation of a **Trip** due to the risk of contracting an epidemic virus/**Illness** **unless** the Foreign and Commonwealth Office or WHO or any other United Nations office is issuing a recommendation “not to travel”.
  6. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel.
  7. Any charges in respect of the **Insured Journey**
    - a. Loss of Timeshare points, days, fees, management charges, membership days,
    - b. Where there is no contractual liability
    - c. Costs which are recoverable elsewhere.
  8. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
  9. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied unless due to a cause outside of **your** control.
  10. Any claim arising from a psychological/mental **Illness** suffered by **you** or a **Relative** whether travelling or not, unless declared to **us** and accepted by **us** in writing.
  11. **Policy Excess** may apply. Please refer to the Table of Benefits.
- 

## THE COVER – SECTION 5b - CURTAILMENT

**All reasonable additional travel expenses incurred by you in returning to your home address in the United Kingdom where such return is urgently necessitated by:**

1. The death, serious **Illness** or severe injury of **your Relative** or **Close Business Associate**, where such **Relative** or **Close Business Associate**, is resident in the **United Kingdom**.
2. **Your Kidnap** or the **Hijack** of the scheduled public transport in which **you** are travelling.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **you** intend to travel provided that such notice of redundancy is advised after **your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private dwelling occurring at any time after commencement of the **Insured Journey**.
5. **You** or any person with whom **you** are travelling or staying, being subject to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.

### What is not covered

1. Any **Curtailment** of a **Trip** which commenced prior to the **Policy Period**.
2. Any **Curtailment** as a consequence of **Terrorism**.



3. Any **Curtailement** of a **Trip** due to the risk of contracting an epidemic virus/ **Illness** unless the Foreign and Commonwealth Office or WHO or any other United Nations office is issuing a recommendation “not to travel”.
4. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease of complication except where specifically covered under Section 1 Medical Emergency Expenses. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described
5. Any expense following **your** disinclination to travel or to continue with **your Trip** or loss of enjoyment on **your Trip**.
6. Any expense arising from circumstances which could reasonably have been anticipated at the time **you** commenced **your Trip**.
7. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to **curtail**.
8. Any charges in respect of the **Insured Journey**
  - a. Loss of Timeshare points, days, fees, management charges, membership days,
  - b. Where there is no contractual liability
  - c. Costs which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied unless due to a cause outside of **your** control.
11. **Policy Excess** may apply. Please refer to the Table of Benefits.

#### Additional conditions applying to Section 5b

- a. Provided that a **Trip** is curtailed due to **your** accident or **Illness**, a doctor at the resort or the nearest town must confirm that such **Curtailement** was medically necessary. All **Curtailement** costs must be authorised in advance by the **Assistance Company**.
- b. **You** are obliged to immediately advise **us** of any changed circumstances which become apparent after the date of issue of the Policy and before commencement of any **Trip** during the **Policy Period** which **you** could reasonably foresee as likely to give rise to a claim under the Policy. **We** reserve the right to alter the terms of insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exceptions, indemnify **you** in respect of loss of deposits or charges, which **you** have necessarily incurred up to the date of advice to **us** of such changed circumstances.

## THE COVER – SECTION 6 – TRAVEL DELAY AND DISRUPTION

### What is covered

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits, following travel delay and disruption.

#### A. Travel Delay on Outward Journey

Delay to departure of at least eight hours due to failure or delay of pre-booked public means of transport on which the **Insured Person** is scheduled to travel.

1. An amount as shown in the Table of Benefits for each full eight-hour period that **you** are delayed; or
2. The full deposit or cancellation charges (non-recoverable) if after 48 hours delay to **your** outward journey from the **United Kingdom**, **you** choose to cancel the holiday/journey. Such compensation cannot exceed the sum insured for Cancellation (Policy Section 5a).
3. Any travel delay as a consequence of **Terrorism** will be limited to 50% of the sum insured.

#### What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **your Trip** was booked.
2. Costs or charges for which the airline will compensate **you**.
3. Circumstances which could reasonably have been anticipated at the date **you** bought the Policy or booked the **Insured Journey**.

#### B. Travel Disruption, Missed Departure or Catching up the Scheduled Itinerary occurring after having commenced the Outward Journey or in connection with the Return Journey

Disruption of scheduled travel itinerary due to failure or delay of pre-booked public means of transport (to intermediary or return airports), or the missing of any pre-booked flight connection as a result of a failure or delay of any flights on which **you** are travelling.

1. Reasonable additional **Accommodation** and travel expenses of an equivalent standard to the original booking until the **Insured Person** is able to resume the scheduled itinerary.
2. Any travel delay as a consequence of **Terrorism** will be limited to 50% of the sum insured.

#### What is not covered

1. Travel delay caused by **Strike or Industrial Action** that started or was announced before **your Trip** was booked.
2. Costs or charges for which the airline or provider of transport or **Accommodation** will compensate **you**.
3. Circumstances that could reasonably have been anticipated at the date **you** bought the Policy or booked the **Insured Journey**.

#### C. Travel Delay occurring en route to point of departure (outward or return journey) resulting in a Missed Departure

An accident or breakdown involving the car or public means of transport in which **you** are travelling, or an accident causing a traffic holdup or in which **you** are involved by providing first aid which causes **you** to arrive at the airport, port or station **you** are leaving from too late to commence the advanced/pre-booked/planned journey.

1. Reasonable additional **Accommodation** and travel expenses of an equivalent standard to the original booking up to the sum Insured for each **Insured Person**.

#### What is not covered

1. Delay caused by **Strike or Industrial Action** that started or was announced before **your Trip** was booked.
2. Costs or charges for which a car rental company, a transport provider or other insurance policy will compensate **you**.
3. Circumstances that could reasonably have been anticipated at the date **you** bought the Policy or booked the **Insured Journey**.

#### Additional Conditions applying to Policy Section 6

Each **Insured Person** must:

- a. Take all reasonable steps to complete the scheduled journey on time.
- b. Check in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption,
- c. Comply with minimum check-in and connecting times or if not published to allow 2 hours on international flights and 1 hour on domestic flights.
- d. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- e. Obtain a motor breakdown service or repairer’s report if **You** miss **your** departure due to the breakdown of the private vehicle in which **you** were travelling.
- f. Obtain a police accident report if **you** miss **your** departure because the vehicle in which **you** were travelling was involved in an accident, or **you** were withheld as a witness.
- g. Apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 “Air Passengers Rights”.

## THE COVER – SECTION 7a – PERSONAL EFFECTS/POSSESSIONS AND LUGGAGE DELAY - OPTIONAL

This section only applies if **Personal Effects/Possessions Cover** is shown on **your Policy Schedule**.

### What is covered

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits for the loss, damage or theft of **Personal Effects/Possessions**.

#### A. Accidental loss, damage or theft of Personal Effects/Possessions

Loss of or theft of or damage to **Personal Effects/Possessions** belonging to **you**. **We** will cover:

1. the value of items after a deduction for wear and tear and depreciation;
2. the loss of **Valuables** from a public beach are restricted to £100 in total with a Single Item Limit of £50.

NOTE: subject to **us** not paying more than the sum insured in total or more than any Single Item Limit and **Valuables** limits set out in the Table of Benefits.

### What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging;
  - b. due to atmospheric or climatic conditions;
  - c. during any process of cleaning, dyeing, repairing or restoring;
  - d. to **Sports Equipment** or **Diving Equipment** while in use;
  - e. due to mechanical or electrical breakdown or derangement;
  - f. to any items being shipped as freight or under a bill of lading;
  - g. to **Personal Effects/Possessions** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - h. as a result of **Valuables**, fragile articles or electrical equipment being packed in suitcases or similar receptacles whilst in transit;
  - i. prescription spectacles, sunglasses, contact lenses and hearing aids.
  - j. to bicycles, mobility scooters and surfboards
4. Any loss of unattended items left in a public place or unattended vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
6. **Policy Excess** may apply. Please refer to the Table of Benefits

#### B. Luggage Delay

Delay of **Personal Effects/Possessions** more than eight hours after the actual arrival time of the **Insured Person**.

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items.
2. In the event that no emergency purchases are made a **Cash** benefit of £40 is available per person

### What is not covered

1. Losses in respect of any **Personal Effects/Possessions** delayed on a return journey to the usual place of residence.
2. Loss, damage or theft of **Personal Effects/Possessions** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

*Any payment made under Section B will be deducted from any subsequent payment made under A.*

#### Additional Conditions applying to Policy Section 7a

- a. Original purchase receipts will be required for items of luggage, clothing or **Personal Effects** where these are less than one year old.
- 

## THE COVER – SECTION 7b – PERSONAL MONEY & TRAVEL DOCUMENTS

### Accidental loss or theft of Personal Money and Travel Documents

Accidental loss or theft of **Personal Money**, passport, flight tickets and other travel documents belonging to the **Insured Person** (whilst on the **Insured Person**, in a safety deposit box within a hotel or bank or whilst in a securely locked **Accommodation** under **your** control) up to the sum insured as shown in the Table of Benefits including the sub limit for **Cash**. Cover is provided during the **Insured Journey** and up to 48 hours before and after the **Insured Journey**.

1. If the **Insured Person** is under the age of 18 **we** will not pay more than 20% of the sum insured for loss of **Personal Money**.
2. Reasonable additional costs incurred in obtaining replacements.

### What is not covered

1. Items delayed or confiscated by any government or public authority.
2. For losses:
  - a. occurring as a result of **Personal Money** being packed in suitcases or similar receptacles whilst in transit;
  - b. arising due to non-compliance with any of the terms of issue of any **Personal Money**;
  - c. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained;
  - d. occurring as a result of **Cash** being packed in suitcases or similar receptacles whilst in the custody of carriers.
3. Any loss of unattended money left in a public place or unattended vehicles unless in a locked glove or boot compartment which has been subjected to forcible and violent entry.
4. Any loss from an unattended tent, or from **Accommodation** shared with persons other than members of **your** travelling party.
5. **Policy Excess** may apply. Please refer to the Table of Benefits.

#### Additional Conditions applying to Policy Section 7b

- a. If any **Personal Money** is lost by or stolen from an **Insured Person**, then it shall be a condition of payment of such a claim that the **Insured Person** reports such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
  - b. **We** shall only be responsible for losses of **Personal Money** or **Cash** to the extent **you** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
  - c. In the event of loss or theft of passport, any settlement would be calculated according to its original expiry date. A proportionate refund of the unused part of the passport's original value would be made depending upon how many complete years it was to remain valid for.
-

## THE COVER – SECTION 8 – PERSONAL LIABILITY

### What is covered

This part of the Policy sets out the cover **we** provide in total, per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits, in relation to personal liability.

#### A. Costs and expenses for which an Insured Person is legally liable in a personal capacity to pay in respect of accidents happening during the Policy Period resulting in:

1. Loss of or damage to material property not belonging to, in the charge of or under the control of **you** or a member of **your Family** or household or of a person in **your** service.
2. **Bodily Injury**, death or disease to any third-party person, not otherwise being an **Insured Person** or a member of **your Family** or household or in **your** service.  
The indemnity provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date on which **we** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **you** with **our** written consent.

In the event of **your** death **your** personal representative will receive the benefit of the cover provided by this section.

### What is not covered

1. Where legal liability arises directly or indirectly out of the **Insured Person's**
  - a. trade profession or business;
  - b. having incurred contractual liability unless such liability would have attached in any event in the absence of such contract;
  - c. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravan, trailer, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts;
  - d. having transmitted disease to other persons via infection or otherwise;
  - e. willful, malicious or criminal acts;
  - f. ownership, possession or use of animals or firearms;
  - g. ownership of any land or buildings.
2. Any liability arising out of actions between **Insured Persons**.
3. Any fines or other penalties.
4. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **Insured Person** other than the use of hotel and similar temporary **Accommodation**.

### Additional conditions applying to Policy Section 8

- a. If **you** know of any **Insurance Event**, which may result in a claim under this section **you** must:
    - i. inform **us** in writing without delay;
    - ii. send all correspondence and legal documents to **us** unanswered;
    - iii. refrain from discussing liability with any third party.
  - b. No admission, offer, promise, payment or indemnity may be made by **you** without **our** prior written agreement.
  - c. **We** are entitled to take over the defence and settlement of any claim against **you** in **your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
  - d. **We** may at **our** own expense take proceedings in **your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
  - e. If several **Insured Persons** (named on the **Policy Schedule**) are involved in the same **Insurance Event**, **our** aggregate limit shall not exceed £2,000,000 unless otherwise specified in the table of benefits. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.
  - f. The Policy does not cover personal liability if the personal liability is a consequence of **Hazardous Activities and Sports** listed in Appendix 1 unless otherwise stated in Appendix 1.
- 

## THE COVER – SECTION 9 – HIJACK, KIDNAP AND MUGGING

### What is covered

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits, in respect of:

#### A. The Kidnap of an Insured Person or the Hijack of the means of transport on which an Insured Person is travelling

The reasonable costs of:

1. Negotiating or attempting to negotiate **your** release.
2. Security counselling from specialist professional advisers.
3. Psychological counselling for an **Insured Person** or his **Family**.
4. Travel and **Accommodation** cost (room only) incurred by up to two **Family** members when travelling to a destination near the **Kidnap** or **Hijack** incident, when such incident has lasted more than seven days.
5. Travel insurance to cover the travel of two **Family** members as per above.
6. **Hijack/Kidnap** benefit per day for each full 24 hours that an **Insured Person** is detained.

### What is not covered

1. Any ransom or other amounts or property paid in relation to the release of a **Kidnapped** or **Hijacked Insured Person**.
2. Any **Kidnap** or **Hijack** in a **War and Civil Hazard Area**.

#### B. The Hospitalisation of an Insured Person following a Mugging attack

1. A fixed sum in personal compensation for the mugged **Insured Person** as specified in the Table of Benefits

### What is not covered

1. **Mugging** which does not necessitate hospitalisation.
2. Claims not supported by a written police report.

### Additional conditions applying to Section 9

- a. If several **Insured Persons** are involved in the same **Insurance Event**, **our** aggregate limit shall not exceed £50,000
  - b. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.
-

## THE COVER – SECTION 10 - CATASTROPHE

### What is covered

This part of the Policy sets out the cover we provide to each **Insured Person** in total, per **Insured Journey**, not exceeding the sum insured set out in the Table of Benefits, in respect of:

#### A. The Disruption of your Trip by a Catastrophe

1. Reasonable additional **Accommodation** and travel expenses necessarily incurred to return home or go to an alternative destination or continue to the booked destination via an alternative route, in the event that your **Trip** is disrupted by a **Catastrophe**.

### What is not covered

1. Circumstances already known at the time of taking out this insurance or booking the **Insured Journey**.
2. Claims not supported by a written report from the appropriate authorities.
3. Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.
4. **Your** decision not to remain in **your** booked **Accommodation** or to continue **your** planned itinerary when official directives from local authorities state that it is acceptable to do so.
5. Any expense recoverable from the tour operator, airline, hotel, provider of services or elsewhere.

### Additional conditions applying to Section 10

- a. If several **Insured Persons** are involved in the same **Insurance Event**, **our** aggregate limit shall not exceed £50,000.
  - b. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **Insured Person**.
- 

## THE COVER – SECTION 11 – LEGAL COSTS AND EXPENSES

Important – cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (**DAS**)

**DAS** agrees 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, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **countries covered** and
4. the **insured incident** happens within the **countries covered**.

What **DAS** will pay

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a. the most **DAS** 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
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **DAS** within the time limits allowed that the **insured person** wants to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **insured person** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and 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 **DAS** will pay in **costs and expenses** is the value of the likely award.

### What **DAS** will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

#### Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **DAS** will appoint to act on behalf of the **insured Person**.

#### Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **DAS'** agreement.

#### Countries covered

Worldwide

#### DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

#### Date of occurrence

The date of the event that 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 the **insured person** first became aware of it.)

#### Insured person

The person stated on the policy certificate as being insured

#### Preferred law firm

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

#### Reasonable prospects

For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **DAS**, or a **preferred law firm** on **DAS** behalf, will assess whether there are **reasonable prospects**.

**DAS**

### Insured incident

A specific or sudden accident that causes death or bodily injury to the **insured person**.

### Section exclusions (also see General Exclusions)

**DAS** will not pay for the following:

1. A claim where an insured person has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
2. An incident or matter arising before **DAS**' written acceptance of a claim.
3. **costs and expenses** incurred before **DAS**' written acceptance of a claim.
4. any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
5. any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **insured person**.
6. defending an **insured person's** legal rights, but **DAS** will cover defending a counter- claim.
7. any claim relating to clinical negligence.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. Any claim where an **insured person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
11. Any claim relating to written or verbal remarks that damage an **insured person's** reputation.
12. A dispute with **DAS** not otherwise dealt with under section condition 7.
13. **costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
14. A claim caused by, contributed to by or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or
  - b. from any nuclear waste from burning nuclear fuel
  - c. the radioactive, toxic, explosive or other hazardous properties of any
  - d. explosive nuclear assembly or nuclear part of it
  - e. war, invasion, foreign enemy hostilities (whether war is declared or not), civil
  - f. war, rebellion, revolution, military force or coup
  - g. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
17. A claim against **us, our** agent, tour operator or travel agent.
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **insured person** travelling by air.

### Section conditions

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court.  
b. If the appointed **preferred law firm** or **DAS'** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.  
c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **DAS** will give the **insured person's** 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 **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.  
d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **insured person** must co-operate fully with **DAS** and the **appointed representative**.  
b. **insured person** must give the **appointed representative** any instructions that **DAS** ask an **insured person** to.
3. a. An **insured person** must tell **DAS** if anyone offers to settle a claim. An insured person must not negotiate or agree to a settlement without **DAS** written consent.  
b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further costs and expenses.  
c. **DAS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle any claim on behalf of an **insured person**. An **insured person** must also allow **DAS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help **DAS** need to do so.  
d. Where a settlement is made on a without-costs basis **DAS** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **DAS**.
4. a. An **insured person** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **DAS** ask for this.  
b. An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **appointed representative**.
6. If an **insured person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **DAS** has paid.
7. If there is a disagreement between an **insured person** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, an **insured person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **DAS** and an **insured person**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
8. **DAS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **insured person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. An **insured person** 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 **DAS** asks for, in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:

- a. a claim an **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
  12. If any claim covered under this section is also covered by another policy, or
  13. would have been covered if this section did not exist, **DAS** will only pay **DAS** share of the claim even if the other insurer refuses the claim.
  14. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured person** normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### **Eurolaw Legal Advice**

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

An **insured person** can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the **insured person** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured person** calls outside these times, **DAS** will call the **insured person** back.

To help check and improve service standards, **DAS** records all inbound and outbound calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 0548. When phoning, please quote **your** policy number.

**DAS** will not accept responsibility if the Helpline Service fails for reasons **DAS** cannot control.

## **THE COVER – SECTION 12 – GOLF COVER – OPTIONAL**

This section only applies if additional premium has been paid and Golf Cover is shown on **your Policy Schedule**.

No cover for **Golf Equipment** will be provided under Section 6 Travel Delay or Section 7a Personal Effects and Possessions

### **What is covered**

This part of the Policy sets out the cover **we** provide to each **Insured Person** in total, per **Insured Journey** not exceeding the sum insured set out in the Table of Benefits.

#### **A. Loss of Golf equipment**

1. The value or repair of any of **your** own **Golf Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Golf Equipment**, which is lost, stolen, damaged or destroyed, up to £250 per single item, pair or set.

#### **B. Hire of Golf Equipment**

1. The reasonable cost of hiring replacement **Golf Equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **your** own **Golf Equipment**.

### **What is not covered (Section A and B)**

1. The hire of items under B if **you** have already repaired or replaced the same items under A.
2. If **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **Golf Equipment**.
3. If **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. **Your** own or **your** hired **Golf 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 and there is evidence of forcible and violent entry; or items stored on a roof rack unless the vehicle is parked within sight of **you**;
  - b. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
5. If **your** own or **your** hired **Golf Equipment** 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 carriers report (or Property Irregularity Report, in the case of an airline) or,
  - b. follow up in writing within seven days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
6. Hire charges once **your** **Golf Equipment** has been returned/delivered to **you**.
7. For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. If **you** do not apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".
9. **Policy Excess** applies. Please refer to the Table of Benefits.

#### **C. Loss of Green Fees**

1. An amount per day 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 play 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.

### **What is not covered**

1. Claims that are not confirmed as medically necessary by the **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** confirming that **you** are unable to play golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 – Medical Emergency Expenses.

#### **D. Hole in One**

1. A fixed benefit of £100 if **you** complete a **Hole in One** stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

### **What is not covered**

1. If **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 in the General Exclusions.

## THE COVER – SECTION 13 - WINTER SPORTS COVER - OPTIONAL

This section only applies if additional premium has been paid and Winter Sports Cover is shown on the **Policy Schedule**.

This section provides cover up to a maximum of 17 days in total during the period 1st December to 30th April inclusive. Cover is provided for all amateur non-hazardous winter sports. A winter sports incident leading to a valid claim will be covered under the Policy sections 1-10. However, no cover for **Winter Sports Equipment** will be provided under the **Personal Effects/Possessions** policy section and **Avalanche Travel Delay** will not be covered under the policy sections 5 and 6. Please see below for details of **Winter Sports Equipment** cover.

### What is covered

This part of the Policy sets out the additional cover we provide to each **Insured Person**, per **Insured Journey**, if **you** are participating in Winter Sports up to the sum insured set out in the Table of Benefits in total.

#### A. The accidental loss, damage or theft of your Winter Sports Equipment (e.g. skis, board, bindings, boots):

1. the value of items after a deduction for wear, tear and depreciation.

#### B. The accidental loss, damage or theft of hired Winter Sports Equipment (e.g. skis, board, bindings, boots):

1. loss of deposit or reasonable fees or costs of repair charged by the hiring agent.

### What is not covered (A and B)

1. Items delayed or detained, confiscated by Customs or any other officials or public authorities.
2. Depreciation in value.
3. Any amounts that are covered under another policy or recoverable elsewhere.
4. For any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of **Ski Equipment**;
  - b. during cleaning, repairing or restoring;
  - c. to any items being shipped as freight or under a bill of lading;
  - d. to **Ski Equipment** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.
5. The loss of unattended items left in a public place or unattended motor vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry or from a secure area designated for the storage of **Ski Equipment**.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
7. The loss or damage to items whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained.

#### C. Compensation for the costs of the ski pack if you are prevented from skiing for more than 48 hours following your Accidental Injury, Bodily Injury or Illness sustained during your holiday

The proportional amounts of irrecoverable charges **you** paid or contracted to pay before the holiday departure date for:

1. Winter Sports lessons;
2. Hired skis or board (including bindings) boots, sticks and poles;
3. Winter Sports lift-pass and Winter Sport school costs.

### What is not covered

1. Intentional Self-injury.
2. Any **Pre-Existing Medical Conditions** or injury.
3. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a **Medical Practitioner**) or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
4. Driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding 125cc engine capacity.
5. Any other Winter Sport activities or sports considered by us to be hazardous (see Specific Exclusions).

#### D. Compensation for the costs of the ski pack if you are prevented from skiing for more than 48 hours following adverse snow conditions or avalanche which result in the total closure of all skiing facilities (piste closure) in your resort

1. The proportional amounts of irrecoverable charges **you** paid or contracted to pay before the holiday departure date for:
  - a. Ski lessons;
  - b. Hired skis or board (including bindings) boots, sticks and poles;
  - c. Winter Sports lift-pass and Winter Sport school costs.
2. A daily sum stipulated in the Table of Benefits covering the transport costs of transferring **you** to an alternative resort where there are adequate snow conditions; or if it is not possible to arrange transport to an alternative resort with adequate snow conditions, compensation for each complete day **you** are unable to perform **your** Winter Sport.

### What is not covered

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.

#### E. Travel delay due to Avalanche

1. Reasonable additional travel and **Accommodation** expenses necessarily incurred in the event that the Outward Journey or Return Journey is delayed beyond the scheduled arrival/departure time as a direct consequence of avalanche, subject to a delay of not less than 12 hours having occurred.

### What is not covered

1. Policies purchased within 14 days of departure unless the Winter Sport holiday was booked at the same time.

### Additional conditions applying to the Winter Sports Cover

- a. Cover relating to piste closure will only apply:
  - while there are poor snow conditions or avalanche risks at **your** resort during Winter Sports holidays commencing on or after the **1st January** and ending before **30th April**. **You** must obtain written confirmation from the appropriate authority that pistes were closed and that it was not possible to travel to another resort;
  - if the resort area booked by **you** has skiing facilities situated more than 1600 meters above sea level;
  - if **you** are not compensated from any other source.
- b. Original purchase receipts will be required for items of **Ski Equipment** where these are less than one year old.
- c. **You** will supply at **your** own expense all necessary written reports supporting any claim arising under this Policy Section.

### Specific Exclusions applying to Winter Sports Cover

These exclusions apply to all sections of Winter Sports Cover. **You** should always read the **General Exclusions** on **pages 8-9** which apply to all sections of the policy.

- Hazardous winter sport activities such as ski jumping, ski racing in major events or ski-bob racing, Nordic Tele-mark skiing, the use of skeletons or bobsleighs, snow rafting, para-ponting, heli-skiing, ski or snowboard acrobatics (and jumping), skidiving or parachuting, speed skiing, off-piste skiing, glacier skiing, ice-hockey, any form of power assisted skiing or the use of mechanized snow mobiles (except as provided by the recognised piste authorities for transport to and from areas designated for recreational skiing) and activities excluded as **Hazardous Activities and Sports**.
- Any **Policy Excess** that applies. Please refer to the Table of Benefits.

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## THE COVER – SECTION 14 – TRAVEL DISPUTE – OPTIONAL

This cover is provided only if **You** have paid the premium required and confirmed in the policy 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

### Section 14 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 14**

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 FOR SECTION 14:

##### 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.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of 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**

**You** 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](mailto: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](mailto: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](mailto: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](mailto: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.

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## THE COVER – SECTION 15 END SUPPLIER FAILURE INSURANCE – OPTIONAL

**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 OPR, 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 curtailment of the travel arrangements; or
  - (b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the curtailment 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 claims **only** - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims Office

IPP House, 22-26 Station Road

West Wickham

Kent, BR4 0PR

United Kingdom

Facsimile: +44 (0)20 8776 3751

Telephone: +44 (0)20 8776 3752

Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

[www.ipplondon.co.uk](http://www.ipplondon.co.uk)

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

**HOW TO MAKE A COMPLAINT**

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you. Please telephone us on: (020) 8776 3750.

Or write to:

The Customer Services Manager International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Fax: (020) 8776 3751

Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

Please make sure that you quote the policy number which can be found on your Schedule.

It is our policy to 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:

Complaints Team

Lloyd's

One Lime Street London

EC3N 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

More information can be found on their website – [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Again, if you are not satisfied with the response you receive from Lloyd's or they have failed to provide you with a written response with eight weeks of the date of receipt of your complaint, you may have the right to contact the Financial Ombudsman Service at the following address (if you are an Eligible Complainant as set out in the definition below)

The Financial Ombudsman Service,

Exchange Tower,

London

E14 9SR

Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

More information can be found of their website – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action

## APPENDIX 1 – THE COVER – HAZARDOUS ACTIVITIES & SPORTS

Winter sports activity. Cover will only apply if **you** have paid the appropriate winter sports premium and Winter Sports Cover is shown on **your Policy Schedule**.

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 **Hazardous Pursuits**.

### Hazardous Activities – Grade 1 – No additional charge

**You** are covered under the Personal Accident, Personal Liability (unless otherwise specifically excluded under this section) and the Medical Expenses Sections for the following activities automatically, **provided that the activity is incidental to your Trip and not the primary purpose of or main activity to be undertaken during your Trip**. **You** do not need to contact JustTravelcover.

- Aerobics
- Angling
- Archery (amateur)
- Badminton (amateur)
- Banana Boating
- Baseball (amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified)
- Dinghy Sailing
- Fell Walking/Fell running
- Fencing
- Fishing
- Football /Soccer(amateur)
- Golf (amateur)
- Hiking (under 2000m altitude) established/documentated paths/routes(no altitude limit)
- Jet Boating
- Jogging
- Motorcycling up to 50cc (wearing a crash helmet, no racing)
- Netball (amateur)
- Orienteering
- Outwardbound Pursuits (Ground level Only)
- Paintballing
- Parascending/Parasailing (over water) towed by boat
- Pony Trekking
- Racquetball
- Rambling
- River Canoeing up to Grade 3
- Roller Blading
- Roller Skating
- Rounders
- Sail Boarding
- Sailing within Territorial Waters (inland/coastal waters within 12 mile)
- Skate Boarding
- Snorkelling
- Snooker/Pool/Billiards
- Squash (amateur)
- Surfing (amateur)
- Swimming
- Table Tennis
- Ten pin bowling
- Tennis (amateur)
- Trekking (under 2000m altitude) (established paths no max 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)
- Windsurfing (amateur) inland/coastal waters within 12 mile
- Weightlifting
- Work Abroad - Non Manual Work (Including professional, administrative or clerical duties only)

The following activities are **Hazardous Pursuits** and are not covered by this insurance unless an additional premium has been paid and **your Policy Schedule** shows that the cover has been provided, in which case the following endorsement will apply:

“The exclusion of **Hazardous Pursuits** in the General Exclusions is removed only with respect to cover for **Medical Emergency Expenses and Repatriation and Curtailment** cover (but not Cancellation) for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis provided that **you** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets etc.) are worn at all times and **you** do not participate in such **Hazardous Pursuits** for more than 30 days in any one **Policy Period**.”

### **Hazardous Activities – Grade 2 – 50% Loading to cover all activities**

You can be covered under the Personal Accident and Medical Expenses Sections for the following activities, provided that the activity is incidental to **your Trip** and not the primary purpose of or main activity to be undertaken during **your Trip** (unless stated otherwise below) and subject to an additional premium being paid and the cover shown on **your Policy Schedule**.

**Medical Excess is increased to £320**

**Personal Accident sum insured is reduced by 50%**

**Personal Liability cover is excluded**

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (1)
- Bungee Jump (up to 3 additional)
- Black Water Rafting (grade 1 to 4) Life jacket and helmet must be worn
- Camel/Elephant Riding/Trekking (non incidental)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Flying a private plane or small aircraft/ as a passenger
- Go Karting (specific use)
- Gymnastics
- Hiking (between 2000 & 6000 metres altitude)
- Hockey (amateur)
- Horse Riding (up to 7 days - no polo, hunting, Jumping)
- Hot Air Ballooning (non incidental)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non incidental)
- Kayaking
- Martial Arts (training only)
- Mountain Biking
- Motorcycling up to 125cc with a licence appropriate to the cc, wearing a crash helmet – no racing
- Quad Biking
- Rambling/Trekking between 2001 and 4000m
- Rowing (inland/coastal waters within 12 mile)
- Rugby (amateur Competition)
- Safari (UK Organised or Tour Operator organised before departure)
- Safari (non UK organised - not involving use of firearms)
- Scuba Diving (up to 30m\* depending on qualifications as long as PADI qualified or equivalent to that depth) and provided adequately supervised/not diving alone
- Sea Fishing (non incidental)
- Track Events
- White Water Rafting – Grades 1 to 4
- Work Abroad - Manual work (ground level no machinery)

\* Qualified divers, diving with a dive-buddy and in accordance with the guidelines of the relevant diving organization will be covered as follows:

<b>Qualification</b>	<b>Maximum depth</b>
PADI Open Water	18 metres
PADI Advanced Open Water	30 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver	30 metres
BSAC Dive Leader	30 metres

Other qualifications may be accepted but must be declared to **us** prior to travel.

If **you** do not hold a diving qualification, **we** will only cover **you** to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

**You** will not be covered under this Policy if **you** travel by air within 24 hours after participating in scuba diving.

### **Hazardous Activities – Grade 3 – 100% Loading to cover all activities**

You can be covered under the Personal Accident and Medical Expenses Sections for the following activities, provided that the activity is incidental to **your Trip** and not the primary purpose of or main activity to be undertaken during **your Trip** (unless stated otherwise below) and subject to an additional premium being paid and shown on the validation certificate.

**Medical Excess is increased to £650**

**Personal Accident sum insured is reduced by 50%**

**Personal Liability cover is Excluded**

- Abseiling
- American Football (amateur)
- Gliding
- Ice Skating (rink only)
- Marathon Running (amateur)
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Running – sprint/long distance (amateur)
- Sand Boarding

- Sand surfing/Sand safaris/skating
- Skiing/dry slope/big foot
- Sledging
- Snow Boarding/kiting/mobiling/shoeing/dry slope
- Triathlon
- White water rafting/canoeing grades 5-6
- Yachting/boating (racing/crewing) outside territorial waters
- Yachting/boating (racing/crewing) inside territorial waters)(inland/coastal waters within 12 mile)

**Hazardous Activities – Grade 4 – 200% Loading to cover all activities**

**You** can be covered under the Personal Accident and Medical Expenses Sections for the following activities, provided that the activity is incidental to **your Trip** and not the primary purpose of or main activity to be undertaken during **your Trip** (unless stated otherwise below) and subject to an additional premium being paid and shown on the validation certificate.

**Medical Excess increased to £650**

**Personal Accident sum insured reduced by 75%**

**Personal Liability Cover is Excluded**

- Animal riding(other than specifics)
- BMX cycling
- Bob Sleighing
- Canyoning
- Hand Gliding
- Heli skiing
- High Diving under 5m (amateur, excluding cliff diving)from a purpose built board over man made pool
- Horse Jumping (no Polo, Hunting)
- Ice hockey (indoor rink)
- Kite Surfing Micro Lighting
- Land Yachting
- Lugging
- Motor rallies
- Parasailing/Parascending (over land)
- Rock Climbing (under 2000 metres)
- Rock Scrambling (under 4000 metres)
- Sand Yachting
- Show Jumping(no polo,hunting)
- Sky Diving
- Tandem Sky dive - up to 2 jumps maximum
- Tobogganing
- Wrestling
- Work Abroad - Manual (including use of light machinery)
- Work Abroad - Manual Work (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)

**Activities not listed in this appendix are excluded. If in any doubt as to whether an activity may or may not be covered please contact JustTravelcover.**

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### Important Information - Please Read

We strongly recommend that **you** keep a record of all information given to **us**, including telephone calls, copies of all letters, emails and the application and claim forms **you** completed whether in hard copy or on-line. A copy of the Policy is available on request.

### Full and accurate disclosure

It is **your** responsibility to provide complete and accurate information to **us** in response to our questions when **you** take out **your** insurance Policy, and throughout the life of **your** Policy. It is important that **you** ensure that all statements **you** make on the application form, claim forms and other documents are full and accurate. Please note that if **you** fail to disclose any information or change in circumstances to **your** insurers which could influence the cost of their decision to accept **your** insurance, **your** Policy may be invalidated and part or all of a claim may be not be paid. It is an offence to deliberately make false statements, withhold or misrepresent information.

### Data Protection Notice

In this notice **we**, **us** and **our** means Axiom Underwriting Agency and the insurers who underwrite **your** policy – each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, policy information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include sensitive personal data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give **us** false or inaccurate information this could give **us** the right to void **our** insurance policy with **you** or it could impact **your** ability to claim.

Security of **your** data is very important to **us**. **We** will ensure that **your** data is processed with appropriate security measures in place. **We** will collect and process data about **you** and any other persons insured under the Policy, as necessary for performance of the Policy, or at **your** request prior to entering into the Policy, or in order to provide **you** with **our** services in accordance with **our** legitimate interests. These interests include but are not limited to administering **your** Policy, improving **our** service, preventing financial crime, general risk modelling and analysis and transferring books of business.

In some circumstances, **we** may need to collect and use sensitive personal data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing. **You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

**We** will exchange data about **you** with other parties in order to provide **you** with and administer this insurance and any claims. This may include **your** intermediary (if **you** used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area (“EEA”) to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and **you** can obtain a copy of these by contacting **us** using the details below. **We** will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

**We** will not keep **your** data for longer than necessary. **We** will delete data about **you** within eight years after **your** cover ends, though for some types of insurance, **we** may be required to retain data for longer due to **our** legal or regulatory obligations.

**You** have the right to access a copy of **your** personal data held by **us** (and have this transferred to a third party) or request rectification of **your** personal data if it is inaccurate or incomplete. In certain circumstances, **you** also have the right to object to the processing of **your** personal data, to request erasure of **your** personal data or to restrict **our** use of **your** personal data. If **you** wish to exercise **your** rights about how **we** process **your** data, please write to The Data Protection Officer, Axiom Underwriting Agency Ltd, First Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, Kent ME17 4DH, or email enquiries@axiomunderwriting.co.uk.

Please advise **us** of as much detail as possible to enable **us** to deal with **your** request.

If **you** are not satisfied with the way **we** have managed **your** personal data, **you** may complain to the Information Commissioners Office. **You** can contact them by: Visiting the website [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns) or alternatively telephoning on **0303 123 1113**

### Fraud detection and prevention

- **we**, participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud check **your** identity to prevent money laundering unless **you** have provided **us** with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders
- validate **your** claims history or that of any insured person or property involved in the policy or a claim.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by telephoning 020 7892 7300.

### Useful Telephone Numbers

#### Medical Screening Helpline

Phone +44 (0) 844 477 0606

#### Emergency Medical Assistance

CEGA Assistance Tel: +44 (0) 1243 621122

#### Claims Service

CEGA Claim Service Tel: +44 (0) 1243 218420 Fax: +44 (0) 1243 621035  
Email: [claims@cegagroup.com](mailto:claims@cegagroup.com)

#### Just Travel

Phone Tel: 0333 0030021  
Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)



*JustTravelcover.com*

**AXIOM**  
UNDERWRITING

## **IMPORTANT NUMBERS:**

**Medical Emergency: +44 (0) 1243 621122**

**Claims: +44 (0) 1243 218420**

**Just Travel Cover: 0333 003 0021**

**Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)**

