

goodtogoinsurance.com

policy wording

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## IMPORTANT NOTICE

Your attention is drawn to important features of your policy, including:

### POLICY WORDING

This contains full details of the cover provided plus the conditions and exclusions which apply. You must read this policy wording carefully.

### CONDITIONS, EXCLUSIONS AND WARRANTIES

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

### DATE CHANGE EXCLUSION

Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of your policy (refer to General Exclusions, item 18) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.

### FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

### PROPERTY CLAIMS

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

### POLICY LIMITS

Each section of your policy has a limit on the amount we will pay under that section. Some sections also include other specific limits, for example: for any one item or for valuables in total. You are advised to check this policy document if you intend taking expensive items with you. Items such as camcorders, jewellery etc, should be fully insured under your Household policy.

### POLICY EXCESSES

Under most sections of the policy, claims will be subject to an excess. This means that you will be responsible for paying the first part of the claim. The amount you have to pay is the excess.

### REASONABLE CARE

You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.

### COMPLAINTS

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

### "COOLING OFF" PERIOD

We hope you are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with your requirements, please return it to the issuing agent within 14 days of receipt of your policy and they will refund your premium, provided you have not commenced your trip or made a claim.

### HAZARDOUS SPORTS AND ACTIVITIES

The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please refer to Hazardous Pursuits on pages 4, 5 & 6 of this policy wording.

### DATA PROTECTION

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### GOVERNING LAW

Your policy is governed by the law applicable to where you reside within the United Kingdom if this is your usual country of residence.

### HEALTH/MEDICAL CONDITIONS

The policy contains conditions related to health of the people travelling and others upon whose well being the trip may depend. It may be that you are required to disclose the condition of such people prior to the cover being issued and you must be aware that the failure to disclose such matters will prejudice your position.

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## INTRODUCTION

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/12/01/221 issued by Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited. This document gives the full terms, exceptions and conditions of the policy. Your policy is governed by English Law. Optimum Underwriting Limited and Groupama Insurance Company Limited are authorised and regulated by The Financial Services Authority. The policy wording, including any endorsement issued by us, constitutes a contract between you and us and is made up of the schedule and this policy document, which together forms the contract of insurance, and is based upon the information that you provided during your application.

## ADJUSTMENT FEES

Any midterm adjustments that involve amendments to or cancellation of a policy outside of the 14 day cool-off period may be subject to an administration fee of up to £10.00.

**YOU MUST INFORM US OF ANY MATERIAL FACT WHICH IS LIKELY TO INFLUENCE US IN THE ACCEPTANCE, ASSESSMENT OR CONTINUATION OF THIS INSURANCE. FAILURE TO DO SO MAY RESULT IN A CLAIM BEING DECLINED DUE TO NON-DISCLOSURE**

## HEALTH/PRE-EXISTING MEDICAL CONDITIONS

This policy is primarily designed for travellers with pre-existing medical conditions and their travelling companions. For the purposes of this insurance, **you** are considered to have a pre-existing medical condition if **you** answer "Yes" to any part of the following question, which **you** were asked when **you** applied for insurance with **us**:

Have **you** or anyone in **your** party;

1. taken any prescribed medication, or received treatment or attended a **medical practitioner's** surgery in the last 2 years;
2. attended a hospital or clinic as an out-patient or in-patient in the last two years;
3. been currently put on a waiting list for treatment or investigation;
4. 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";
4. **We** will not cover **you** for any pre-existing conditions which do not appear in the "Medical Declaration";
5. **We** will not cover **you** if **your** state of health was worse than **you** declared to **us** at the time **you** purchased this policy;
6. Please check that the information set out in the "Medical Declaration" is correct. If not, **you** must call the Goodtogo call centre on **0844 334 0160** to tell **us**.

## Electing to exclude cover for pre-existing medical conditions

**You** were given a choice to exclude cover for these conditions when **you** applied for 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 condition, **your** claim will not be covered.

If **you** did choose to exclude pre-existing conditions but change **your** mind before **you** travel, please call the Goodtogo call-centre and **we** will try **our** best to cover them.

## Travelling When Pregnant

Pregnancy is not a medical condition, so **you** are able to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book. 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.

### By Air

After 28 weeks most airlines will require a letter from **your** Doctor or Midwife confirming **your** Estimated Date of Delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

### By Sea

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

### By Car, Coach and Train

There are no known restrictions. Please make sure **your** Doctor or Midwife are aware of **your** travel plans and that there are no known complications

## Non-travelling relatives

If **you** have a non-travelling **close relative** with a pre-existing medical condition who dies or falls seriously ill, and as a result **you** wish to cancel or **curtail your trip**, **you** will be covered only if the relative'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 the Goodtogo call-centre. **We** have the right to increase **your** premiums or refuse to cover **you** on **your trip**.

## Waiting list

If **you** are on a waiting list for treatment or investigation, **you** are not covered if **you** have to cancel or **curtail your trip** because an appointment or treatment becomes urgently available.

## Reciprocal Health Agreements

Some countries have a reciprocal health care agreement with the UK (e.g the countries in the EU, Switzerland, Australia and New Zealand).

UK residents are entitled to necessary medical treatment on a temporary visit to a European Union country, Iceland, Liechtenstein, Norway or Switzerland free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

**You** can apply for an EHIC at **your** local post office, by calling 0845 606 2030 or online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers)

If **you** use the EHIC and this results in a reduction in the medical bills **we** have to pay, **we** will waive the **excess** on **your** claim.

Please note that this policy covers many costs which are not covered by reciprocal health agreements. For example, such agreements do not cover the cost of repatriation, additional accommodation costs or the cost of a relative or friend to stay behind, or travel from the **UK**, to accompany **you home** if **you** are ill. Moreover, the cost of prescriptions or emergency dental treatment are often excluded.

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## IMPORTANT CONDITIONS

### GEOGRAPHICAL LIMITS

#### UNITED KINGDOM

England, Scotland, Wales and Northern Ireland

#### EUROPE 1 (RESTRICTED EUROPE)

Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, but **excluding** Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the **United Kingdom**, the **United Kingdom** shall be considered Europe 1.

#### EUROPE 2

Same as Europe 1 but **including** Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland.

## WORLDWIDE 1 (RESTRICTED WORLDWIDE)

Means anywhere in the world except USA, Canada and the Caribbean

## WORLDWIDE 2

Means anywhere in the world

## IMPORTANT NOTES

1. This policy is only available to residents of the **UK** who are registered with a **UK** doctor.
2. This policy is only valid for **trips** commencing in and returning to the **UK**.
3. There will be no refund of premium if **you** cancel this policy more than 14 days after purchase i.e. outside the "cooling-off" period, as detailed on Page 1 of this policy wording.
4. If **your money, valuables** or any items of personal baggage, are lost or stolen, **you** must notify the local police within 48 hours of discovery and **you** must obtain a written police report. Failure to do so may invalidate **your** claim.
5. Insurance cannot be purchased once **your trip** has commenced.

## AGE LIMITS

### Single Trip Policies

None

### Annual Multi-Trip policies

None

## MAXIMUM PERIOD OF INSURANCE

### Single Trip Policies

94 days

### Annual Multi-Trip policies

Any number of **trips** in the policy year but with a maximum limit of 31 days in any one **trip**.

## DEFINITIONS

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

### We/Us/Our

Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited.

### You/Your

Each Insured Person named in the Schedule of cover and limits.

### Trip

The period between leaving **your home** to commence travel on the **outward journey** and returning to **your home** in the **UK** (including the period of **your** stay away from **home** between these two events).

### Curtail/Curtailment

Return early to **your home** after the commencement of the **outward Journey**.

### Golf Equipment

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

### Home

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

### Close Relative

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

### Close Business Associate

Any person in the same employment as **you** whose absence from work necessitates **you** having to cancel **your trip** as certified by **your** Senior Director or Partner.

### Family

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

### Loss of Limb

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

### Loss of Sight

The complete and permanent **loss of sight** in one or both eyes.

### Medical Practitioner

A registered practising member of the medical profession who is not related to **you** or to **your** travelling companion, or any person **you** intend to stay with.

### Money

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

### Mobility Aids

Wheelchair, motorised wheelchair, walking frame, walking stick or crutches.

### Period of Insurance

The **period of insurance** for all sections except Section 1 - Cancellation commences when **you** leave **home** in the **UK** to start **your trip** and ends when **you** have returned to **your home** in the **UK**. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **you** are able to return.

The period of insurance under Section 1 Cancellation commences when the premium has been paid and ends when you depart the UK on **your outward journey**.

If **you** have chosen an Annual Multi Trip Insurance, the **outward journey** from, and **return journey** to, **your home** in the **UK** must be pre-booked prior to the **outward journey** and take place during the start and end date of the insurance as shown on the Schedule of cover and limits. The total duration of any one **trip** is limited to a maximum of 31 days and any **trip** exceeding this duration will not be covered in whole or in part. **Trips** within the British

Isles must involve at least 2 nights pre-booked **accommodation** away from **your** normal place of residence in order to be insured by this policy. If the Winter sports extension has been taken, winter sports trips are limited to a maximum of 17 days in total.

#### **Personal Accident**

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

#### **Personal Possessions**

Suitcases, or other luggage carriers and their contents taken on **your trip** together with articles worn or carried by **you** for **your** individual use during **your trip**, (excluding items mentioned in the exclusions).

#### **Unattended**

Left away from **your** person where **you** are unable to clearly see or retrieve **your Personal Possessions, Money** or Passports, Tickets and Documents (unless packed in the locked boot of a vehicle whilst **you** are travelling in it).

#### **Excess**

The first part of a loss **you** will have to pay as detailed on **your** Schedule of Cover and limits.

#### **Permanent Total Disablement**

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

#### **Manual Work**

Physical labour (NOT involving the use of tools or machinery) or exposure to risk that could give rise to **your** bodily injury or illness (nursing and bar work are not considered to be **manual work**).

#### **Hazardous Pursuits**

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

#### **Psychiatric Condition**

A mental or addictive condition, including, but not limited to alcoholism, drug addiction or eating disorders.

#### **Public Transport**

Train, Coach, Taxi, Bus, Aircraft and Sea Vessel on which **you** are a fare-paying passenger.

#### **Redundancy**

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

#### **Ski Equipment**

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

#### **Ski Pack**

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

#### **UK/United Kingdom**

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe 1.

#### **Valuables**

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3/4 or mini-disc players, ebook readers, musical instruments, furs, or leather clothing, (apart from footwear).

#### **Geographical Area**

The area or country shown on **your** Schedule of cover and limits and for which the appropriate premium has been paid

#### **Strike or Industrial Action**

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

#### **Hijack**

The unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which **you** are travelling as a fare-paying passenger.

#### **Outward Journey**

The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with **your trip** in respect of **your** outbound journey from **your home** in the **UK**.

#### **Return Journey**

The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with **your trip** in respect of **your** inbound journey to **your home**, hospital or nursing home in the **UK**.

### **HAZARDOUS PURSUITS**

**You** are not covered for taking part in any **Hazardous Pursuits** unless it is listed below and **you** have paid the required premium where appropriate. In respect of **Hazardous Pursuits** categories B to D, the maximum age limit is 75. If **you** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below, please contact the selling agent who will contact **us** to see if **we** can provide cover. Please note that under Section 11 - Personal Liability **you** will not be covered for liability caused directly or indirectly by **your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

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

Football, Golf, Racket Ball, Rambling, Rounders and Water Polo.

Cover for the following activities that are considered to be **Hazardous Pursuits** is included for recreational purposes only and not for competitions or any professional activity subject to the following endorsement:

The exclusion of **Hazardous Pursuits** in the General Exclusions is deleted only with respect to cover under Section 2 - **Curtailement** and Section 6 - Medical and Repatriation Expenses for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis, provided that; **you** ensure the activity is adequately supervised, 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 90 days in any one **Period of Insurance**. The acceptable **Hazardous Pursuits** list is:-

## Category A

Your insurance automatically covers you for the following activities:-

- ▶ Aerobics
- ▶ Archery
- ▶ Badminton
- ▶ Basketball
- ▶ Beach games
- ▶ Bowls
- ▶ Cricket
- ▶ Cycling (but not BMX and mountain bikes)
- ▶ Fell walking, rambling and trekking
- ▶ Fishing
- ▶ Ice-skating (rink only)
- ▶ Jetskiing
- ▶ Parascending (towed by boat)
- ▶ Rafting, canoeing and kayaking (including white water up to grade 3)
- ▶ Roller skating
- ▶ Scuba diving (to 18 metres)
- ▶ Skateboarding
- ▶ Snooker, pool and billiards
- ▶ Snorkelling
- ▶ Squash
- ▶ Surfing
- ▶ Swimming (in a pool or in inland or coastal waters within a 12-mile limit from land)
- ▶ Table tennis
- ▶ Tennis
- ▶ Volleyball
- ▶ Water-skiing (only on inland or coastal waters within a 12-mile limit from land)
- ▶ Windsurfing (only on inland or coastal waters within a 12-mile limit from land)
- ▶ Yachting, boating, sailing and rowing (only on European waters)

The following Category activities are not covered by this insurance unless an additional premium has been paid and the schedule of cover and limits shows the cover has been provided:-

## Category B

Provided you have paid the appropriate premium, you will be covered for all of the activities listed in Category A plus the following activities:-

- ▶ Bungee Jump (Excludes Personal Accident Benefits under Section 5)
- ▶ Camel/Elephant Riding
- ▶ Cycle Touring
- ▶ Deep Sea Fishing
- ▶ Dog Sledging
- ▶ Flying a private plane or small aircraft
- ▶ Flying as a passenger in a private or small aircraft
- ▶ Go Karting (Specific use) up to 250cc
- ▶ Gymnastics
- ▶ Hiking (between 2,000 and 6,000 metres altitude)
- ▶ Hockey
- ▶ Horse riding (no Polo, Hunting, Jumping)
- ▶ Hot Air Ballooning (non-UK organised)
- ▶ Hydro Zorbing
- ▶ **Manual Work** (ground level only, no machinery)
- ▶ Martial Arts (Training only)
- ▶ Motorcycling (over 50cc - no racing) up to 125cc as a rider or passenger when wearing a helmet provided the rider holds an appropriate **UK** motorcycle licence
- ▶ Quad Biking (no racing) up to 125cc as a rider or passenger when wearing a helmet provided the rider holds an appropriate **UK** licence
- ▶ Rugby
- ▶ Safari (not involving use of firearms)
- ▶ Scuba Diving (between 18 and 30 metres)
- ▶ Sea Canoeing
- ▶ Trekking (between 2,000 and 6,000 metres altitude)
- ▶ White Water Canoeing/Rafting (Grade 4)

## Category C

Provided you have paid the appropriate premium, you will be covered for all of the activities listed in Categories A and B, plus the following activities:-

- ▶ Abseiling
- ▶ Gliding (not as a learner)
- ▶ Outdoor Endurance Events
- ▶ Parachuting
- ▶ Paragliding
- ▶ Parascending (over land)
- ▶ Sail Boarding
- ▶ Sand Boarding
- ▶ Sand Yachting
- ▶ Skiing
- ▶ Skiing (Big Foot)
- ▶ Skiing (Cross country/Nordic)
- ▶ Skiing (Dry Slope)
- ▶ Sledging
- ▶ Snowboarding
- ▶ Snow Kiting
- ▶ Snow Mobiling
- ▶ Snow Shoeing
- ▶ Snowboarding (Dry Slope)



- ▶ White Water Canoeing (Grade 5 to 6)
- ▶ White Water Rafting (Grade 5 to 6)

#### Category D

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

- ▶ Animal Riding (other than specified)
- ▶ BMX Cycling
- ▶ Hang Gliding
- ▶ Heli Skiing
- ▶ High Diving
- ▶ Ice Hockey
- ▶ Land Yachting
- ▶ Micro Lighting
- ▶ Mountain Biking
- ▶ Parasailing
- ▶ Scuba Diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member
- ▶ Sky Diving
- ▶ Tobogganing
- ▶ Wrestling

When **you** have paid the appropriate additional premium for Scuba Diving, the following endorsement applies:-

Scuba diving to a maximum depth of 30 metres (see category B) or 40 metres (see Category D) will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **your** fitness to dive.

## SECTION 1 – CANCELLATION

### We will pay

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

1. the death or disablement by bodily injury, illness or being subject to quarantine of (a) **you**, (b) any person **you** were intending to travel or stay with, (c) a **close relative** of **yours** or of any person **you** were intending to travel with or (d) a **close business associate** of **yours**; or
2. **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
3. **your redundancy** or the **redundancy** of any person **you** were intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued; or
4. **your home** being made uninhabitable or **your** place of business being made unusable, up to 14 days before the commencement of **your trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business; or
5. **your** passport, or the passport of any person **you** were intending to travel with being stolen during the seven days before **your** booked date of departure;
6. **your** carer (provided he or she is insured on this policy) having to cancel his/her **trip** with **you** due to one of the reasons stated above. If **you** wish to continue **your trip**, **we** will pay up to £1,000 in total for the costs of extra accommodation and transport to replace **your** original carer;
7. **you**, an immediate relative of **yours** or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. if **you** do not obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
3. for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
4. for any extra charges from the company **you** booked travel or accommodation with because of **your** failure to notify them immediately it was found necessary to cancel;
5. for mere disinclination to commence **your trip**;
6. for prohibitive regulations by the Government of any country;
7. where a theft of a passport has not been reported to the relevant authority;
8. for any Circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
9. for **your** disinclination to travel or continue **your trip** or any loss of enjoyment on **your trip**;
10. The cost of any visa required in connection with **your trip**
11. for **you** undertaking a trip, if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy when travelling by air;
12. Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
13. for anything mentioned in the General Exclusions.

## SECTION 2 – CURTAILMENT

### We will pay

Up to the amount shown in the schedule of cover and limits for:

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

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



- reasonable additional travelling expenses incurred by **you** to return to **your home** (including Economy Class travel) earlier than planned for a reason stated in cover (1) of this section.
- your** carer, providing he or she is insured on this policy having to **curtail** their **trip** with **you** due to one of the reasons covered above. If **you** wish to continue **your trip**, **we** will pay up to £1,000 in total towards additional travel and accommodation costs to replace **your** original carer
- you**, an immediate relative of **yours** or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

#### We will not pay

- for the **excess** shown in the schedule of cover and limits per insured person;
- if **you** do not obtain a medical certificate from a **medical practitioner**, confirming that curtailment of the **trip** is medically necessary;
- for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
- for any extra charges from the company **you** booked travel or accommodation with because of **your** failure to notify them immediately it was found necessary to cancel;
- for mere disinclination to continue **your trip**;
- for prohibitive regulations by the Government of any country;
- where a theft of a passport has not been reported to the relevant authority,
- for any circumstance that could reasonably be anticipated at the time **you** booked **your trip**;
- for **your** disinclination to travel or continue **your trip** or any loss of enjoyment on **your trip**;
- The cost of any visa required in connection with **your trip**
- for **you** undertaking a trip, if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy when travelling by air;
- Avios Awards, Loyalty card vouchers or points or unused Timeshare points;
- for anything mentioned in the General Exclusions.

### SECTION 3 - MISSED DEPARTURE

This section does not apply to **trips** within the **UK**

#### We will pay

Up to the amount shown in the schedule of cover and limits for necessary and reasonable travel and accommodation expenses required to reach **your** booked destination, prior to commencement of **your outward journey** or **return journey**, if;

- the vehicle **you** are travelling in to reach **your** international departure point breaks down or is involved in an accident, or
- the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.
- you** being delayed as a result of a major accident on a motorway.

#### We will not pay

- if **you** did not allow sufficient time for **your** journey to the airport or port to catch the booked flight or sailing;
- if **you** are not proceeding directly to the departure point;
- unless **you** get a letter from the **public transport** provider confirming that the service did not run on time;
- for any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- unless **you** obtain confirmation from the police or motoring authorities to confirm a major accident on a motorway causing delays or closure on the motorway;
- unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- for anything mentioned in the General Exclusions.

### SECTION 4 - TRAVEL DELAY

This section does not apply to **trips** within the **UK**

#### We will pay either

- a benefit of £20 for the first full 12 hours **you** are delayed and £20 for each further full 12 hours **you** are delayed up to a maximum amount shown in the schedule of cover and limits in all, or
- up to the amount under the cancellation section of this policy shown in the schedule of cover and limits (after deduction of the **excess** shown in the schedule of cover and limits per insured person) if **you** abandon the **trip** (on the **outward journey** only) after the first full 12 hours due to the delay of your outward or return flight, sea crossing, coach or train departure to or from the **UK** for more than 12 hours beyond the booked departure time as a result of:
  - strike or industrial action** (provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed)
  - adverse weather conditions, if the underlying and continuing cause; or
  - mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel

#### We will not pay

- for the **excess** shown in the schedule of cover & limits per insured person; (applicable to 2 above, abandonment claims only)
- if **you** do not check-in for the flight, sea crossing, coach or train departure before the intended departure time;
- if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay;
- for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- for anything mentioned in the General Exclusions.

#### NOTE

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

### SECTION 5 - PERSONAL ACCIDENT

#### We will pay

Up to the amount shown in the schedule of cover and limits for the following benefits, to **you** or **your** legal personal representative, if **you** suffer an accident during **your trip** which, within 12 months after the date of that accident, is the sole cause of **your** death or disability:

- Death;
- Loss of limb**, total and permanent **loss of sight** in one or both eyes;
- Permanent total disablement**  
(for persons aged under 16 or over 75 at the time of the accident, the death benefit will be limited to funeral expenses up to £1,500 and there will be no cover for **permanent total disablement**)

### We will not pay

For any claims for death, loss or disablement caused directly or indirectly by:

1. **your** sickness, disease, physical or mental condition that is gradually getting worse;
2. pregnancy;
3. an injury which existed prior to the commencement of the **trip**;
4. any claims under this section not notified to **us** within 12 months of the date of the accident;
5. anything mentioned in the General Exclusions.

## SECTION 6 – MEDICAL & REPATRIATION EXPENSES (not private health insurance)

### We will pay

Up to the amount shown in the schedule of cover and limits for costs incurred outside the **UK** that have been authorised by the emergency assistance company;

1. for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to £350;
2. for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
3. in the event of death:
  - a. for conveyance of the body or ashes to the **UK** (but excluding the cost of burial or cremation) or;
  - b. local funeral expenses abroad limited to £1,500;
4. Hospital Benefit - up to £25 for each 24 hour period that **you** are in hospital as an in-patient up to the amount shown in the schedule of cover and limits in total during the journey.
5. Loss of Medication - up to a maximum of £300 for the necessary and reasonable cost of replacing essential medication lost or stolen during **your trip**.

### NOTE

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

If **you** become ill or are injured, **we** have the right to bring **you** back **home** if the treating doctor and the emergency assistance company doctor agree that **you** can safely travel **home**. If **you** refuse to return **home**, **we** have the right to stop covering **your** expenses.

This section does not apply to **trips** within the **UK**.

Before a claim for emergency expenses can be submitted under this section, **you** must contact the emergency assistance company.

If **you** are taken into hospital, or **you** think that **you** may have to come **home** early, be repatriated or extend **your** journey because of illness or accident, the emergency assistance company must be told immediately.

If during **your trip** **you** become ill or are injured:

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. for any expenses incurred for illness, injury or treatment required with as a result of:
  - a. surgery or medical treatment which in the opinion of the attending doctor and the emergency assistance company doctor can be reasonably delayed until **your** return to **your** home country if this is **your** usual country of residence;
  - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home** country if this is **your** usual country of residence;
4. for claims arising from normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event;
5. for preventative treatment which can be delayed until **your** return to **your home** country if this is **your** usual country of residence;
6. if **you** have not obtained a written certificate of fitness and ability to travel and endure the **trip** where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your trip**;
7. for claims that are not confirmed as medically necessary by the attending doctor or the emergency assistance company;
8. for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
9. for any additional hospital costs arising from single or private room accommodation unless medically necessary;
10. for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
11. for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
12. for taxi fares not considered medically necessary, and where receipts have not been provided;
13. for the costs of phone calls other than the first call to tell **us** about the medical problem;
14. for costs that arise over 12 months after a claim was first notified;
15. for **you** undertaking a trip, if at the start of **your** trip, during **your** trip or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy by air;
16. for anything mentioned in the General Exclusions.

## SECTION 7- ADDITIONAL MEDICAL EXPENSES

If **you** undergo surgery which is covered under Section 6 of this policy, involving a minimum in-patient stay of at least 5 days in a hospital outside the **UK** during **your trip**,

### We will pay

1. **Recuperation holiday**  
up to the amount shown in the schedule of cover and limits for the travel and accommodation costs of another holiday to recuperate from **your** surgery within 3 months of **your** return to the **UK** from **your trip**;
2. **UK Medical Examination**  
up to the amount shown in the schedule of cover and limits for the costs of a Medical Examination in the **UK** within 3 months of **your** return to the **UK** from **your trip**;
3. **Home Help or Nanny**  
£100 per day up to the amount shown in the schedule of cover and limits for the necessary and reasonable costs of employing a **home** help or registered nanny if **you** are hospitalised or need to stay in bed at home immediately after being repatriated on the advice of a registered **medical practitioner**;
4. **Cosmetic Surgery**  
up to the amount shown in the schedule of cover and limits for the reasonable costs of cosmetic surgery as recommended by a **medical practitioner** to correct damage to **your** soft facial tissue caused by an accident sustained during **your trip**;
5. **Kennel & Cattery Cover**  
up to the amount shown in the schedule of cover and limits for the necessary and reasonable additional cattery or kennel costs if **you** have to return **home** later than originally booked for medical reasons covered under Section 6 of this policy.

### We will not pay

1. for any claim which does not directly relate to an accident or illness suffered during **your trip**;
2. for any costs which the emergency assistance company has not authorised;
3. if **you** needed home help or a registered nanny before **you** began **your trip**;
4. for anything mentioned in the General Exclusions.

## SECTION 8 - PERSONAL PROPERTY

### We will pay

1. Personal Baggage

Up to the amount shown in the schedule of cover and limits for the intrinsic value or cost of repair of any of **your** own personal baggage (not hired, loaned or entrusted to **you**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for the following items is:

For all **valuables** in total limited to the amount shown in the schedule of cover and limits, for any single article, pair and/or set of articles limited to the amount shown in the schedule of cover and limits, for all prescription spectacles limited to the amount shown in the schedule of cover and limits.

#### NOTE

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

2. Delayed Baggage

Up to the amount shown in the schedule of cover and limits for the cost of buying replacement necessities if **your** own personal baggage is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

#### NOTE

Any amount **we** pay **you** under 2 (Delayed Baggage) will be deducted from **your** claim if **your** personal baggage proves to be permanently lost.

3. Personal Money

Up to the amount shown in the schedule of cover and limits (limited to the amount shown on **your** schedule of cover and limits) if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

#### NOTE

If **you** are aged under 16, claims under Personal Money are limited to £100 overall (limited to £50 for cash losses).

### We will not pay

1. for the **excess** shown in the schedule of cover and limits of each and every incident per each insured person involved in the incident (not applicable to Delayed Baggage claims);
2. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. for loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access;
4. if, in the event of loss, burglary, or theft of personal baggage, **valuables**, or money, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
5. if **your** personal baggage is lost, damaged or delayed in transit, and **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) within 7 days of discovery of damage or loss;
6. for loss, destruction, damage or theft:
  - a. from confiscation or detention by customs or other officials or authorities;
  - b. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, telephones (including mobile phones and smart phones), computers/games consoles (including handheld consoles, tablets, laptops, ipads and computers or similar) and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports **trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
  - c. due to wear and tear, denting or scratching, moth or vermin;
  - d. of **valuables** left as checked-in baggage;
7. for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
8. for **valuables** stolen from an **unattended** vehicle;
9. for personal baggage stolen from:
  - a. an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
  - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
10. for any shortages due to error, omission or depreciation in value;
11. for any property more specifically insured or recoverable under any other source;
12. for the cost of replacement locks;
13. for anything mentioned in the General Exclusions.

## SECTION 9 - MOBILITY AIDS

### We will pay

Up to the amount shown in the schedule of cover and limits if **your mobility aid** (see under Definitions) is lost, stolen or damaged during **your trip**, for the reasonable cost of repair (or if it is beyond economical repair), the reasonable cost of replacement, after deducting an amount for fair wear and tear. In addition, **we** will pay the cost of temporary hire during **your trip**.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for damage due to normal wear and tear;
3. for any item more specifically insured or losses recoverable under any other source;
4. for **mobility aids** not owned by **you**;
5. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
6. for anything mentioned in the General Exclusions.

## SECTION 10 - LOSS OF PASSPORT & DOCUMENTS

### We will pay:

Up to the amount shown in the schedule of cover and limits for;

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

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities;
3. if, in the event of loss, burglary, or theft of **your** Passport, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
4. for loss of or theft from an **unattended** vehicle at any time. ;
5. for anything mentioned in the General Exclusions.

## SECTION 11- PERSONAL PUBLIC LIABILITY

### We will pay

Up to the amount shown in the schedule of cover and limits, for **your** legal expenses and legal liability for damages due to an accident that happened during **your trip** for:

1. accidental bodily injury to a third party who is not a member of **your** family, household or employed by **you**;
2. loss of or damage to property belonging to a third party which does not belong to and is not in the charge or control of **you**, or any member of **your** family, household or employee;
3. damage to **your** temporary holiday accommodation (subject to the **excess** shown in the schedule of cover and limits for property damage) that does not belong to **you**, or any member of **your** family, household or employee.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for legal expenses or damages resulting from an injury to **your** employee, or a member of **your** family or household or damage to the property of **your** employee, or a member of **your** family or household;
3. for fines imposed by a Court of Law or other relevant bodies;
4. for anything caused directly or indirectly by:
  - a. liability which **you** are responsible for, because of an agreement **you** have entered into;
  - b. injury, loss or damage arising from:
    - i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
    - ii. the occupation (except temporarily for the purpose of the **trip**) or ownership of any land or buildings;
    - iii. the carrying out of any trade or profession;
    - iv. racing of any kind;
    - v. any deliberate act;
  - c. liability covered under any other insurance policy;
5. for anything mentioned in the General Exclusions.

### IMPORTANT NOTE

This section does not cover any claim resulting from the ownership or use of motorised vehicles - so **you** need to take out separate motor insurance cover if **you** intend to drive a car or other vehicle during **your** trip.

## SECTION 12 – LEGAL COSTS AND EXPENSES

This section of cover is arranged and managed by Lexceteras Limited.

### Definition of words that apply to this section of cover

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

**Insured person, you, your** - any person shown on the Policy Schedule as being insured under this policy.

**We, our, us** - the Insurer and Lexceteras Limited

### We will pay

1. If **you** die or are injured as a result of an accident which occurs during **your** trip during the period of insurance, and **you** or **your** legal representative take legal action to get compensation, **we** will do the following in an attempt to get compensation for the death or injury: provide up to £25,000 for each insured person (but not more than £50,000 in total for all insured persons) for any fees and other disbursements reasonably incurred by **your** legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **us**;
2. any costs payable by **you** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings;
3. any fees, expenses and other disbursements reasonably incurred in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator;
4. provide up to £1,000 for each insured person, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 1. above;
5. if no compensation is received either as a result of the claim being abandoned or failing, then subject to the limits of cover stated in the policy and policy schedule **we** will pay the costs incurred;
6. if compensation is recovered for **you** then the usual costs rules of the relevant jurisdiction will apply. In some jurisdictions **you** will recover **your** costs, in others **you** will not. Any costs not recovered must first be met from the compensation. If the value of the costs not recovered exceeds the compensation then **we** will pay the balance of costs after the application of the compensation, subject to the limits of the cover in the policy and policy schedule.

### We will not pay

1. legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, the Insurers or their agents, someone **you** were travelling with or another **insured person**;
2. legal costs and expenses incurred prior to the granting of support by **us** in writing;
3. any claims notified to **us** more than 180 days after the date of the incident giving rise to such claim;
4. any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
5. any claim where **you** are insured for legal costs and expenses under any other insurance policy;
6. any claim where legal costs and expenses are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement);
7. legal costs and expenses incurred if an action is brought in more than one country;
8. any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable benefit;
9. anything detailed in the General Exclusions.

#### Conditions

1. **We** shall have complete control over the legal proceedings and the appointment and control of a lawyer. **We** shall appoint a lawyer on **your** behalf with the expertise necessary to pursue **your** claim.
2. **You** must follow the lawyer's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.
3. **We** must have access to any and all of the lawyer's file of papers.
4. **We** may include a claim for **our** legal costs and expenses.

### SECTION 13 – CATASTROPHE

#### We will pay

Up to the amount shown in the schedule of cover and limits, if **you** are forced to move from **your** pre-booked and pre-paid accommodation outside of the **United Kingdom** as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive occurring while **you** are abroad and which is confirmed in writing by local or national authority for the additional irrecoverable travel or accommodation costs necessarily incurred to continue with **your** pre-paid **trip** or, if the **trip** cannot be continued, for **your** return to the **United Kingdom**.

#### We will not pay

1. for disinclination to travel or to continue with **your trip** when official directives from the local or national authority state it is acceptable to do so;
2. for any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services;
3. for any cost or expense resulting from circumstances existing prior to **your** arrival at **your** pre-paid and pre-booked accommodation;
4. for anything mentioned in the General Exclusions.

### SECTION 14 – HIJACK

#### We will pay

£40 for each full 24 hours of delay up to the amount shown in the schedule of cover and limits in all if **you** are prevented from reaching **your** scheduled destination as a result of **Hijack** of the aircraft or ship on which **you** are travelling.

**Please note compensation is only payable if no claim is made under Section 1 - Cancellation or Section 4 - Travel Delay.**

**You** must produce independent evidence in writing in support of any claim.

#### We will not pay

1. For anything mentioned in the General Exclusions.

### SECTION 15 – SCHEDULED AIRLINE FAILURE & DYNAMIC PACKAGING COVER

#### SUPPLIER FAILURE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Lloyds Syndicates (the insurer).

What is covered:

**We** will pay **you** up to the limit shown in the Schedule for each **Person-Insured** named on the Invoice for:

1. Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure

or

In the event of insolvency after departure:

- a. additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard to that originally booked

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 to that originally booked.

### SPECIFIC EXCLUSIONS APPLYING TO SECTION 15

#### What is not covered:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure
2. The Financial Failure of:
  - a. any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Certificate
  - b. any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - c. any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation

Any loss for which a third party is liable or which can be recovered by other legal means

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim. For example, loss due to being unable to reach **your** pre booked hotel following the financial failure of an airline.

Provided that:

in the case of 2(a) and (b) above where practicable the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below.

#### Claims Procedure FOR SECTION 15:

International Passenger Protection claims **only** - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

International Passenger Protection Claims Office:

IPP House  
22-26 Station Road  
West Wickham  
Kent BR4 0PR  
United Kingdom

Telephone: +44 (0)20 8776 3752

Facsimile: +44 (0)20 8776 3751

Email: info@ipplondon.co.uk

IPP will only accept claims submitted up to six months after the failure.

Any claims submitted after the six month period will **not** be processed.

#### ALL OTHER CLAIMS - REFER TO YOUR INSURANCE DOCUMENT AND SEE ALTERNATIVE CLAIMS PROCEDURE.

This Certificate is only a summary of the protection provided. A copy of the Master Policy wording providing full details of the terms and conditions of this Insurance is available from the Policyholder upon request.



## NOTES ON END SUPPLIER FAILURE INSURANCE

### We cover:

For the insolvency of any travel arrangements booked in the United Kingdom, Channel Islands, Isle of Man or Ireland (not forming part of an inclusive holiday) and not bonded or insured already.

These would include:

Scheduled airlines (See PPIP);  
Hotels;  
Car ferries;  
Villa's abroad & cottages in the UK;  
Railway journeys including the Eurostar;  
Coach journeys;  
Cruises not bonded;  
Car hire;  
Caravan sites / campsites / mobile homes;  
Camper rental;  
Safaris;  
Excursions;  
Eurotunnel;  
Theme parks such as Disneyland Paris

### We do not cover:

The booking agent or consolidator.

## SECTION 16 - NATURAL CATASTROPHE COVER

This cover is provided only if **you** have paid the premium required.

### Scheme Reference: NCC2011

Goodtogoinsurance.com has arranged this insurance with Professional Travel Insurance Company Limited. Registered in Companies House (Gibraltar) Ltd., 317 Main Street, P.O. Box 848, Gibraltar. Reg no. 33927.

Goodtogoinsurance.com is an appointed representative of Ancile Insurance Group Ltd who are authorised and regulated by the Financial Services Authority (FSA) in the UK (www.fsa.gov.uk). Professional Travel Insurance Company Limited are authorised and regulated by the Financial Services Commission (FSC) in Gibraltar. The FSC holds a register of all regulated firms on its website (visit www.fsc.gi).

## IMPORTANT CONTACT NUMBERS

**FOR POLICY ENQUIRIES** - Call the Customer Helpline on: Telephone Number 0844 334 0160.

**FOR CLAIMS** - Call the Claims Helpline on: +44 (0) 1992 454256.

## MAKING A CLAIM

Any incident or loss which gives rise, or may give rise, to a claim under **your** Natural Catastrophe Cover should be advised immediately to:

ONE Claims Ltd, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP. Tel: +44(0)1992 454256.

On contacting the Claims Team, please state **your** insurance is provided by Goodtogoinsurance.com and **you** are claiming under the Natural Catastrophe Cover section. **You** will then be sent a claim form, which **you** should arrange to complete as fully as possible, and return with the necessary supporting documents.

If **you** have to make a claim, **you** must notify **us** as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after **your** return **home**. **We** reserve the right to decline liability for any claim notified after this date.

**We** will, subject to the terms of the Policy, and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This Policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the **Certificate / Schedule** that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

## TABLE OF COVER

Natural Catastrophe

	Cover	Max Sum Insured per person	Excess
a.	<b>Cancellation</b>	Up to £1,500	£50
b.	<b>Additional Expenses</b>	Up to £150 per day to a maximum of £1,500	£50
c.	<b>Replacement Accommodation</b>	Up to £150 per day to a maximum of £1,500	£50
d.	<b>Travel Delay</b>	£25 per 12 hours up to a maximum of £250	Nil

## DEFINITIONS

Wherever the following words or phrases appear within this Policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

### Certificate / Schedule

Means the **Certificate / Schedule** is proof of insurance and is part of the Policy. This document describes **you** and the insured person(s) who are covered under this Policy, the period of insurance and the cover **you** have chosen.

### Excess

Means the first amount of the claim for each person, each section and each incident which is payable by **you**. The **Excess** amounts are shown in the Table of Cover.

### Holiday Services

Means pre-booked, pre-paid elements of the trip for car hire, airport parking, and excursion tickets.

### Home

Means **your** usual place of residence in the **United Kingdom**, Channel Islands, Isle of Man.

### Maximum Period of Cover

Cover is provided for up to 31 days from when the **Natural Catastrophe** occurs or up to the first available date to get **you** to **your** destination or **home** (whichever is sooner).

## Natural Catastrophe

Means an event caused by the following forces of nature that has a catastrophic consequence: fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **you** purchased this insurance.

## Policy

**Your Certificate/Schedule**, this wording and any endorsements.

## Public Transport

Means an airline, train, bus, coach, or ferry services, operating to a published timetable or Tour Operator's own transport service, or taxi, to join **your** booked travel itinerary.

## United Kingdom/UK

England, Scotland, Wales, Northern Ireland.

## Us, We, Our

Professional Travel Insurance Company Limited.

## You, Your(s), Insured

Means all person(s), the names of whom are on the Certificate at the time of premium payment and are shown on the Certificate / Schedule. All persons must be resident and registered with a medical practitioner in the **United Kingdom**, Channel Islands and Isle of Man.

### What is covered:

If any part of **your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **natural catastrophe**, **we** will provide cover up to the amount shown below as follows:

- a. Cancellation costs - up to the amount shown in the Table of Cover for any non-refundable unused travel, accommodation and **Holiday Services** which **you** have paid or are contracted to pay if the **public transport** on which **you** are booked to travel is cancelled and **you** are unable to use **your** travel, accommodation or **Holiday Services**.
- b. Additional Expenses - up to the amounts shown in the Table of Cover for any reasonable additional accommodation (room only) costs and transport expenses necessarily incurred by **you** up to the standard of **your** original booking, in reaching **your** booked destination at any stage of **your** trip, including **your** return **Home**, if
  - I. the **public transport** on which **you** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **you** to reach **your** destination; or
  - II. the **public transport** on which **you** are booked to travel is cancelled and an alternative is not provided to **you** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **you** to continue with **your** original itinerary.
- c. Replacement Accommodation-up to the amounts shown in the Table of Cover for reimbursement of additional accommodation (room only) costs due to circumstances outside of **your** control.
- d. Travel Delay-up to the amounts shown in the Table of Cover if the **public transport** on which **you** are booked to travel is delayed or cancelled at any international departure point from or to the **UK**, provided **you** have checked in at the airport or, if **you** have checked in online, **you** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **you** incur when delayed at the airport such as food, drink and telephone expenses.

**PLEASE NOTE THAT IF YOU RECOVER YOUR COSTS FOR ANY PRE-BOOKED ELEMENTS OF YOUR ORIGINAL ITINERARY, WE WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS THAT YOU INCUR DURING THOSE ORIGINAL TRIP DATES.** This condition does not apply to costs that **you** incur after **your** original trip end date where **you** have to extend **your** trip for any of the covered reasons identified under sub-sections a) to d) above.

### Special note regarding claims arising from volcanic ash clouds:

**We** will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **you** booking the trip, whichever is later.

## SPECIFIC EXCLUSIONS APPLYING TO SECTIONS 16

### What is not covered:

1. The first £50 of each and every claim per incident per person (except claims under sub-section 1d).
2. Travel tickets paid for using any airline mileage reward scheme or other reward points scheme.
3. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward points scheme.
4. Any circumstance existing or being publicly announced on or before the date **you** purchased this insurance or at the time of booking any trip, whichever is later, or, if **you** are cutting short **your** trip under sub-sections b(i) and b(ii), before **you** had started **your** trip.
5. Any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, holiday services provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance.
6. Any accommodation costs, charges and other expenses where the **public transport** operator has offered reasonable alternative travel arrangements or accommodation.
7. Any costs for normal day to day living such as food and drink.
8. Anything covered under the main Travel Insurance Policy being purchased with this cover.
9. Any travel or accommodation expenses **you** would normally incur.
10. Any costs if **you** have made **your** own arrangements as the result of which less than a 24 hour delay has been incurred.
11. Any costs if **you** do not take the first available means of transport to get to **your** destination or **home** or any unreasonable or unnecessary costs to get **you** to **your** destination or **home**.
12. Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, **public transport** provider or holiday services provider.
13. Any claims directly or indirectly caused by, occasioned 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 to the claim:
  - a. act of terrorism; or
  - b. nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - c. war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
  - d. seizure or illegal occupation; or
  - e. confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
  - f. discharge of pollutants or contaminants, (other than from **Natural Catastrophes** as defined under the Policy definitions above) which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or



- g. chemical or biological release or exposure of any kind (other than from Natural Catastrophes as defined under the Policy definitions above); or
  - h. threat or hoax, in the absence of physical damage due to an act of terrorism; or
  - i. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or
  - j. prohibitive regulations by the government of any country.
14. Any claims arising directly or indirectly from **you** travelling against Foreign Office advice.

### Special conditions relating to claims

1. It is a condition that all material facts have been disclosed to **us**. Failure to do so may affect **your** rights under this insurance. Following a change in material fact disclosed to **us** by **you** during the period of insurance, **we** reserve the right to amend or cancel **your** insurance, providing **you** with a pro-rata refund of premium. If **you** are in any doubt as to whether a fact is 'material', then for **your** own protection it should be disclosed to **us**.
2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the trip, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
3. **You** must obtain (at **your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that **you** could not use **your** pre-booked accommodation and the reason for this.
4. **You** must give notice as soon as possible to **us** of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
5. **You** must obtain (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
6. **You** must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of **your** rights can be downloaded from: [http://europa.eu.int/comm/transport/air/ rights/index\\_en.htm](http://europa.eu.int/comm/transport/air/ rights/index_en.htm).

In all correspondence please state **your** insurance is provided by Goodtogoinurance.com and quote scheme reference **NCC2012**.

### COMPLAINTS PROCEDURE FOR SECTION 16

In the event that **you** remain dissatisfied about any matter and wish to make a complaint, **you** can do so by contacting the following:

The Complaints Officer  
Professional Travel Insurance Company Limited's Representative  
Insurance House,  
Prisma Park, Berrington Way,  
Basingstoke RG24 8GT

If **you** remain dissatisfied, **you** may write to:

The Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall  
LONDON E14 9SR

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from Professional Travel Insurance Company Limited.

The existence of these internal arrangements does not affect **your** right to take immediate legal action against Professional Travel Insurance Company Limited.

### COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** cannot meet **our** obligations. Insurance advising and arranging is covered at 90% of the claim, without any upper limit.

### DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### SECTION 17 - TRAVEL DISPUTES PROFESSIONAL FEES

This cover is provided only if **you** have paid the premium required.

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

- ▶ All potential claims must initially be reported to **our** Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.  
**Claims Helpline Service – 01384 377000**
- ▶ This is a policy where **you** must 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. 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 in a United Kingdom or European Union (EU) country's Court Jurisdiction.
- ▶ 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** will pay under the policy where:

1. **We** consider it is unlikely a reasonable settlement of **your** claim will be obtained, or
2. the potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing **your** claim.
3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

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) or in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

**PLEASE NOTE THAT IF AN INSURED PERSON ENGAGES THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THIS HELPLINE 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

## Definitions

### Agent

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

### Authorised Representative

A solicitor, counsel, claims handler or mediator, 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.

### 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 indemnity against **us**.

### Excess

The first £35 of each and every claim.

### Holiday

A holiday trip outside the UK or a holiday within the UK which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

### Insured Person

The persons named within the Schedule of cover and limits attached to this policy.

### Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Legal Insurance Management Ltd, UK Underwriting Limited and Ageas Insurance Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### Legal Proceedings

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

### Limit of Indemnity

£25,000 being the maximum **we** will pay including incidents related by time or cause.

### Period of Insurance

The **Period of Insurance** shown in the Schedule of cover and limits.

### Policyholder, You, Your

The person who has paid the premium and is named in the Schedule of cover and limits 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 reasonably and properly incurred by the Authorised Representative, 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 in pursuit 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 Representative shall be limited to the maximum amount recoverable from that respective Court.

### Schedule of cover and limits

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 Representative 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.

### Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

### We, Us, Our

The insurers and/or Legal Insurance Management Ltd, the Coverholder.

### 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 **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 Incident 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.

## SPECIFIC EXCLUSIONS APPLYING TO SECTION 17

### 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.
7. Professional Fees incurred: -
  - a. in respect of any Insured Incident where the **Event** commenced prior to the inception of the insurance.
  - b. before **our** written acceptance of a claim.
  - c. before **our** approval or beyond those for which **we** have given **our** approval.
  - d. where **you** fail to give proper instructions in due time to **us** or to the Authorised Representative.
  - e. where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
  - f. if **you** withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative, withdraw from the Legal Proceedings or the Authorised Representative refuses to continue to act for **you**.
  - g. in respect of the amount in excess of **our** Standard Professional Fees where **you** have elected to use an Authorised Representative of **your** own choice.
  - 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.
8. The pursuit or continued pursuit of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
9. Claims which are conducted by **you** in a manner different from the advice or proper instructions of the Authorised Representatives.
10. 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 a reasonable chance of success.
11. 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.
12. Damages, fines or other penalties **you** are ordered to pay by a Court tribunal or arbitrator.
13. Claims arising from an Insured Incident arising from **your** deliberate act, omission or misrepresentation.
14. Claims arising from:-
  - a. Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
  - c. War, Terrorism or any like or any associated risk.
  - d. Seepage pollution or contamination of any kind.
  - e. pressure waves caused by aircraft or other aerial devices.
15. Any dispute relating to written or verbal remarks which damage **your** reputation.
16. Any Professional Fees relating to **your** alleged dishonesty, criminal act, or violent behaviour.
17. 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.
18. A dispute which relates to any compensation or amount payable under a contract of insurance.
19. A dispute with **us** not dealt with under the Arbitration Condition.
20. An application for judicial review.
21. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
22. Any claim arising from stress or a stress related condition.
23. Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.
24. Fees payable to the Appointed Representative that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
25. 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.
26. Legal Proceedings between an Insured Person and a central or local government authority.
27. Any matter in respect of which an Insured Person is entitled to Legal Aid.
28. Any claims made or considered against **us**, the Agent or Authorised Representatives used to handle any claim.
29. Any claims relating to cosmetic treatment, surgery or tanning.
30. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.

## CONDITIONS:

### Alteration of Risk

**You** shall notify **us** immediately of any alteration in risk which materially affects this insurance.

### 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 sufficient prospects of success in pursuing **your** claim and that it is reasonable 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 Legal Proceedings. If **we** subsequently agree to accept 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, or
2. It would be better for **you** to take a different course of action, or
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 reasonable settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.
3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

Alternatively **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.

### Representation

**We** will take over and conduct in **your** name the prosecution, pursuit, or settlement of any claim. The Authorised Representative 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 Representative whose name and address **you** must submit to **us**. In selecting **your** Authorised Representatives **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 Conditions of this policy.

Where **you** have elected to use **your** own nominated Authorised Representative **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 Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative 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 Representative 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 Representative which may be required for this purpose. **You** or **your** Authorised Representative 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 Representative or by either of **you** to any Court, witness, expert, agent or other person without **our** agreement.

### Recovery of Costs

**You** should take all reasonable steps to recover costs, charges, fees and expenses. If another person is ordered, or agrees, to pay **You** all of any costs, charges, fees and 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, fees or expenses.

### Fraud

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

### Data Protection

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned hereon.

It is important that the data **you** have supplied is kept up to date. **You** should therefore notify **us** promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection, **you** should contact Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS.

**We** may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests **we** may disclose data **you** have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

### Reasonable Care

**You** must take all reasonable steps 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 14 days of issue **we** will refund **your** premium, provided **you** have not travelled or made a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. 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. A charge may be imposed based upon the usage of any helpline during this period.

### 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 and under European Law where applied in the UK.

### Arbitration

Any dispute between **you** and **Us** will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom **we** both agree, or if **we** cannot agree, one who is 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 Helpline

All potential claims **must be** reported initially to the Claims Helpline for advice and support. **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.

## COMPLAINTS PROCEDURE FOR SECTION 17

In the event of a complaint arising under this insurance, **you** should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter **you** should write to:-

The Managing Director  
Legal Insurance Management Ltd  
16 - 18 Hagley Road, Stourbridge, West Midlands DY8 1PS

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 applies if **you** are insured in a business capacity but have a group annual turnover of less than £2 million and fewer than ten employees, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 080 1800

This does not affect **your** statutory rights.

## Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## SECTION 18 - ENHANCED TRAVEL DELAY

This section is only applicable if the appropriate premium has been paid and does not apply to **trips** within the **UK**

### We will pay

1. a benefit of £200 for the first full 12 hours **you** are delayed and £200 for each further full 12 hours **you** are delayed up to a maximum amount shown in the schedule of cover and limits in all.

### We will not pay

1. if **you** do not check-in for the flight, sea crossing, coach or train departure before the intended departure time;
2. if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay;
3. for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
4. for anything mentioned in the General Exclusions.

## NOTE

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

## WINTER SPORTS EXTENSION

This cover is provided only if **you** are aged under 76 and have paid the premium required. Below are the details of the winter sports cover provided by this extension.

**You** will be covered under all sections for the following winter sports; Big foot skiing, Cross country/Nordic skiing, Dry slope skiing and snowboarding, Skiing, Sledging, Snowboarding, Snow kiting, Snow mobilising\* and snow shoeing.

\*Snow mobilising is covered only under Sections 1, 5 and 6 and **we** do not cover any claims under any other section resulting from bodily injury or damage to property that may arise from **your** use of sledges, skidoos or powered vehicles of any kind. No cover is provided for any form of ski racing, ski jumping, ice hockey or any other winter sport activity not listed above.

## SECTION 19 - SKI EQUIPMENT

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

### We will pay

1. **SKI EQUIPMENT**  
Up to the amount shown in the schedule of cover and limits for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your trip**, limited to the amount shown in the schedule of cover and limits for any one item.

#### Please note:

Claims for owned **ski equipment** will only be calculated as follows:

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

2. **SKI HIRE**  
For £10 per day limited to the amount shown in the schedule of cover and limits, in all for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own **ski equipment** during the **period of insurance**.
3. **DELAYED SKI EQUIPMENT**  
Up to the amount shown in the schedule of cover and limits towards the cost of hiring replacement **ski equipment** necessities, if **your** own ski equipment is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person (except for Benefits 2 & 3);
2. if **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **ski equipment**;



3. if, in the event of loss, burglary, or theft of **your** Passport, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
4. if **your** own or **your** hired **ski 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 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
5. for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. for **your** own or **your** hired **ski equipment** stolen from:
  - a. an **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
  - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am.
7. for anything mentioned in the General Exclusions.

## SECTION 20 – SKI PACK

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

### We will pay

Up to the amount shown in the schedule of cover and limits, in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your trip** commenced, where **you** do not **curtail** the **trip**, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the **trip** and where there is confirmation that no refund is available for the unused items.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person;
2. for claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
3. for anything mentioned under **you are not covered** for Section 6 - Medical & Repatriation Expenses;
4. for anything mentioned under the General Exclusions.

## SECTION 21 – PISTE CLOSURE

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

Cover is only available under this Section between 1st December to 30th April. If there is a lack of snow in **your** resort and it closes, which prevent **you** from skiing:

### We will pay

1. for a benefit of £35 per day towards the costs **you** have to pay to travel to another resort, up to the amount shown in the schedule of cover and limits, or
2. for a benefit of £35 for each full day **you** are unable to ski up to the amount shown in the schedule of cover and limits, if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked **period of insurance** of **your trip**.

### We will not pay

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

## SECTION 22 - LOSS AND HIRE OF GOLF EQUIPMENT

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

### We will pay

1. Loss of **golf equipment**  
Up to the amount shown in the schedule of cover and limits, for the value of repair of **your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **your trip**, for any single article limited to the amount shown in the schedule of cover and limits,
2. Hire of **golf equipment**  
For £75 per day, up to the amount shown in the schedule of cover and limits, for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **your** own **golf equipment** during the **Period of Insurance**.

### We will not pay

1. for the **excess** shown in the schedule of cover and limits per insured person (except for Benefit 2);
2. if **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **golf equipment**;
3. if, in the event of loss, burglary, or theft of **your** Passport, **you** do not report this to the police within 48 hours, and do not obtain a written police report;
4. 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 Carrier's Report (or Property Irregularity Report in the case of an airline) or,
  - b. follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
5. for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. for **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, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
  - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9 pm and 9 am;
7. for anything mentioned in the Conditions and General Exclusions.

## SECTION 23 - LOSS OF GREEN FEES

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

### We will pay

Up to £75 per day, up to the amount shown in the schedule of cover and limits, in total for the unused portion of **your** Green Fees costs paid for or contracted to be paid for before **your trip** commenced, where **you** do not **curtail** the **trip**, but are certified by a **medical practitioner** as being unable to

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.

#### We will not pay

1. for claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to play golf and unable to use the golf facilities;
2. for anything mentioned under **you are not covered** for Section 6 – Medical & Repatriation Expenses;
3. for anything mentioned under the General Exclusions.

### SECTION 24 - HOLE IN ONE

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

#### We will pay

Up to the amount shown in the schedule of cover and limits, if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

#### NOTE

This benefit will only be payable once in any game.

#### We will not pay

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. for anything mentioned under the General Exclusions.

### GENERAL EXCLUSIONS RELATING TO SECTIONS 1-15 AND 18-24

#### YOU ARE NOT COVERED

Anything directly or indirectly caused by:

1. **your** suicide or attempted suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
2. **you** not complying with the health/pre-existing medical conditions section of this policy wording;
3. professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 18 metres, or 30 metres if the appropriate premium has been paid, scuba diving without a qualified instructor, or dangerous pursuits;
4. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
5. air travel within 24 hours of scuba diving;
6. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under Section 15 - Scheduled Airline Failure & Dynamic Packaging Cover extension for non-packaged holidays where the appropriate premium has been paid;
7. any other loss connected to the event **you** are claiming for unless **we** provide cover under this policy;
8. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
  - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
9. any claim arising as a result of:
  - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
    - i. this exclusion will not apply to Section 5 – Personal Accident or Section 6 – Medical and Repatriation Expenses, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities.
  - b. any act of terrorism not involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents:
    - i. this exclusion will not apply to Section 5 – Personal Accident or Section 6 – Medical and Repatriation Expenses, provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities,
    - ii. provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.
  - c. any act of terrorism involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents: An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
  - d. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;
10. **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet or have not paid the appropriate additional premium;
11. **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
12. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
13. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid);
14. **your manual work** (unless the appropriate additional premium has been paid);
15. any hazardous occupation of any kind;
16. taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
17. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
18. the failure of any computer hardware or software or other electrical equipment to recognise or process any dates the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical & Repatriation Expenses);
19. **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
20. Claims arising from **your** wilful, malicious or unlawful acts
21. Claims arising whilst under the influence of Alcohol or drugs
22. Winter sports of any kind (Unless the appropriate premium has been paid). If the appropriate Winter sports premium has been paid, the following General Exclusions will apply:



- a. off-piste skiing except whilst under the supervision of a qualified guide/instructor;
  - b. ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;
  - c. ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
23. any claim arising directly or indirectly from a material fact including medical conditions or changes to **your** health or anyone's good health on which **your trip** depends that **you** knew about before **your trip** commenced unless **we** have agreed in writing.
  24. **You** being compulsorily detained as a psychiatric patient in a hospital or other medical facility. This exclusion applies whether a premium to cover a pre-existing condition has been paid or not.
  25. The closure of UK or International airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any country
  26. any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever.

#### CONDITIONS RELATING TO SECTIONS 1-15 AND 18-24

1. No payment will be made under Sections 1, 2, 5, 6, 7, 9, 20 and 23 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original Schedule of cover and limits must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.
10. It is a condition of this insurance that all material facts have been disclosed to **us**, failure to do so may invalidate this insurance leaving **you** with no right to make a claim.
11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
13. Unless specifically agreed to the contrary this insurance shall be subject to English law.

#### WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY OR REPATRIATION

Medical Emergencies and returning early to the United Kingdom

If **you** have an emergency during **your trip** and require medical treatment while outside the **United Kingdom**, or if **your** journey is cut short (**curtailment**) or **you** have to return early to the **United Kingdom**, or **you** are in any of the circumstances listed in sections 2, 6 and 7, **you** must phone ONE Assist as soon as possible and quote **your** Policy number:

If **you** have a medical emergency, please call 0044 (0)1992 454263  
These lines are open 24 hours a day.

**Email:** [gtg@oneassist.com](mailto:gtg@oneassist.com)

**Fax:** 0044 (0)1992 708 721

ONE Assist will provide immediate help if **you** are ill or injured outside the **United Kingdom**. They provide a 24-hour emergency service 365 days a year.

When contacting the above **you** will need to quote **your** Policy Number, the name of **your** agent, **your** name, address, telephone number and confirm that **you** are insured with ONE Assist.

#### WHAT TO DO IN THE EVENT OF A CLAIM

(Please see Sections 15, 16 & 17 for specific claims procedures relating to these sections)

**For all other Sections except for Legal Costs and Expenses:-**

On **your** return **home**, in the first instance, please obtain a claim form from [www.oneclaims.com](http://www.oneclaims.com), alternatively write or telephone for a claim form to:-

ONE Claims Limited, 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts, EN11 8EP

**Tel:** 01992 708707

**Fax:** 01992 450717

**Email:** [gtg@oneclaims.com](mailto:gtg@oneclaims.com)

For **Claims** under Section 12 – Legal Costs and Expenses – Please contact:

Lexceteras Limited, Minerva House, Holbeach, Technology Park, Park Road, Holbeach, Lincolnshire, PE12 7PT

**Tel:** 0843 208 2031

**Fax:** 01406 493083

**Email:** [Enquiries@lexceteras.co.uk](mailto:Enquiries@lexceteras.co.uk)

Calls may be monitored or recorded for training purposes. Please quote **your** policy number, the name of **your** agent and state under which section(s) a claim is being made. This will ensure **we** send **you** the correct claim form(s).

#### CANCELLATION OR CURTAILMENT

If **you** cancel **your trip** for medical reasons, obtain a claim form and **your** own **medical practitioner** should complete the Certificate on the claim form. If the **trip** is curtailed for medical reasons, obtain a medical certificate from the treating **medical practitioner** in the locality where the incident occurred.

**You** must:

1. Keep receipts or account for all expenses incurred;
2. In the event of cancellation immediately notify the Tour Operator or the Travel Agency where **your trip** was booked and obtain a cancellation invoice;
3. Telephone the claims number shown above as soon as **you** know that there is a possibility of **your trip** not taking place;
4. Obtain authorisation from the 24 Hour Medical Emergency Service or from **us** before incurring any expenses in curtailing **your** holiday.

**MEDICAL AND OTHER EXPENSES (PLEASE SEE WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY FOR CASES INVOLVING MORE THAN SIMPLE OUTPATIENT TREATMENT).**

1. **you** must keep receipts or accounts for all expenses incurred.
2. **you** should pay the hospital/clinic/doctor for routine or simple out-patient treatment and claim back on **your** return to the **United Kingdom**. If **you** think the level of treatment is excessive or costs are likely to exceed £250 please consult the 24 Hour Medical Emergency Service for guidance.

#### PERSONAL ACCIDENT

1. Obtain a medical certificate from the treating **medical practitioner**.
2. In the event of a death **we** will require a Death Certificate.

#### DELAY

1. Obtain a letter from the Airline, Railway Company or Shipping Line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

#### PERSONAL POSSESSIONS & SPORTS EQUIPMENT

1. For all loss or damage in transit claims, including delayed **Personal Possessions** report to the Airline, Railway or Shipping Line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.
2. For all damage claims obtain an estimate for repairs.
3. In all circumstances, **you** must retain receipts or vouchers for items lost or damaged as these will help **you** to substantiate **your** claim.
4. In the case of lost or misplaced **Personal Possessions** on the **outward journey**, **you** must produce receipts for the purchase of essential replacement items.
5. **you** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **your** Courier or Hotel/Apartment Manager whenever it is appropriate.

#### MONEY, PASSPORTS, TICKETS or DOCUMENTS

1. **you** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **your** Courier or Hotel Apartment Manager whenever it is appropriate.
2. **you** must enclose confirmation from **your** bank or bureau de change of the issue of foreign currency. In the case of Sterling **you** must produce documentary evidence.
3. For a lost or destroyed Passport **you** need to supply **us** with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the Passport.

#### PERSONAL LIABILITY

1. **you** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
2. **you** must give **us** notice in writing immediately **you** or **your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section 11 of this Policy.

#### LEGAL EXPENSES

1. **You** must notify **us** within 180 days of the event giving rise to **your** claim in respect of Legal Expenses.

#### ALL OTHER SECTIONS

**You** must notify **us** within 30 days of the event giving rise to **your** claim with full documentary support.

#### COMPLAINTS PROCEDURE FOR ALL SECTIONS OTHER THAN 16 & 17

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

**We** may record phone calls.

For complaints about claims **you** should contact:

The Claims Director  
One Claims Limited  
1 -4 Limes Court, Conduit Lane  
Hoddesdon  
Herts  
EN11 8EP

Phone: 01992 708 707

Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

If **you** have any other type of complaint please contact **our** Customer Relations Manager at [www.ancileinsurance.com/contact-us/](http://www.ancileinsurance.com/contact-us/) or at Ancile Insurance Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex, CM20 2NQ

#### Financial Ombudsman Service

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza 183 March Wall London, E14 9SR.

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

#### Financial Services Authority

Groupama Insurance Company Limited and Optimum Underwriting Limited are authorised and regulated by the Financial Services Authority. **You** can check their website at [www.fsa.gov.uk](http://www.fsa.gov.uk), which includes a register of all the firms they regulate. Or **you** can phone them on 0845 606 1234.

#### Financial Services Compensation Scheme

**We**, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out our responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

**goodtogoinsurance.com**



**customer services**

**0844 334 0160**



**insurance claims**

**01992 708707**



**medical emergencies**

**0044 (0)1992 454265**

**goodtogoinsurance.com**