

# Globelink Travel Insurance Policy Single and Annual Multi Trip Cover

### Welcome

Thank **you** for choosing **us** for **your** insurance. This document sets out what is and what is not covered. Certain words shown in **bold** in this document and **your Validation Certificate** have specific meanings and these are explained in the General Definitions Section.

This travel insurance has been arranged by Globelink International Travel Insurance Consultants Limited ("Globelink International") in conjunction with All Seasons Underwriting Agencies ("ASUA"). Please contact ASUA if you need any documents to be made available in braille and/or large print and/or in Audio format.

The insurer for this insurance is Lloyd's Syndicate 4444 which is managed by **Canopius Managing Agents Limited**. Registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Ref. 204847.

Please check that the cover explained in this document, and in the **Validation Certificate** meets **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact **Globelink International** at globelink@globelink.co.uk or call +44 (0)1353 699082.

Subject to the policy terms and conditions, this insurance lasts for either the duration of a single **trip** or for a year if **you** have chosen annual multi trip cover. **Your period of insurance** is shown on **your Validation Certificate.** 

Please take time to read Part 1 "Important Information" in this document. It tells **you** about things **you** need to check, actions which **insured persons** need to take, and things which **insured persons** need to tell **us** about once the insurance has started. Please note important contact details **you** may need in Part 1 'Important Information' and Part 3 'Making a Claim'.

This document gives details of many sections of cover. Some sections of cover only apply if **you** have chosen a certain level of cover or type of policy, and/or **you** have paid an additional premium. The sections of cover which **you** have chosen, and the level of benefit which will be payable in the event of a valid claim under each section of cover, are shown in **your Validation Certificate**.

To request any extension of the **period of insurance** after the commencement of travel **you** must contact **Globelink International** on +44 (0)1353 699082 and advise of any circumstances which at the time of **your** request could reasonably be expected to cause a claim under this insurance. **We** do not guarantee that any extension of cover will be provided.

This insurance is only available to persons who are currently legally resident in the **United Kingdom**, European Union or European Economic Area (EEA) and registered with a **medical practitioner** or entitled to free public healthcare under reciprocal arrangements currently in place in the **United Kingdom**, European Union or EEA. If an **insured person** is aged under 16 he/she is only insured when travelling with one or both of the insured adults

**We** will not provide any cover if any person wanting to be insured does not meet the above requirements.

(or accompanied by another responsible adult).

You and all insured persons must observe travel advice provided by an EEA recognised Government body. (For residents of the United Kingdom this is the Foreign and Commonwealth Office (FCO)). No cover is provided under any section of this insurance in respect of travel to a destination to which the FCO or an EEA recognised Government body has advised against all or all but essential travel at the time of booking or travel. For residents of the United Kingdom, travel advice can be obtained from the FCO on telephone number +44 (0)207 008 1500 or by visiting their website at www.fco.gov.uk.

All insurance documents and all communications from **us** about this insurance will be in English.

#### The Contract of Insurance

This document, together with **your Validation Certificate**, are **your** insurance documents and together they make up the contract between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

The insurance provided by this document covers liability, loss, damage, death or disability that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any amendment made to it.

This document and **your Validation Certificate** are issued to **you** by Compass Underwriting Limited in its capacity as agent for the insurer, Lloyd's Syndicate 4444, under contract reference B1533CUW1700004.

Signed by:

(Andrew Briant)

Philand.

Authorised signatory for Compass Underwriting Limited, 50 Mark Lane, London EC3R 7QR, United Kingdom

V3 04.18

#### PART 1 - IMPORTANT INFORMATION

This is not a private medical insurance. If an **insured person** needs any emergency medical treatment whilst abroad he/she must contact **our** 24 hour Emergency Assistance Company, Mayday Assistance. Not contacting them, or not following their instructions, could affect an **insured person's** claim. Full details are shown under the Making a Claim Section.

There are conditions which apply to the whole of this insurance and full details of these can be found under the General Conditions and Exclusions Section. There are also conditions which relate specifically to making a claim, and these can be found under the Making a Claim Section. In the above Sections you will find conditions that you and all other insured persons need to meet. If you and/or any other insured person(s) do not meet these conditions, we may need to reject a claim payment or a claim payment could be reduced. In some circumstances your policy may be cancelled.

### Declaration of Medical Conditions and Health Changes

This travel insurance policy contains conditions and exclusions in relation to the health of the **insured persons** and of others who might not be travelling with an **insured person** but whose well-being the **insured person's trip** may depend upon.

All **insured persons** must comply with the following conditions relating to **pre-existing medical conditions** and health changes in order to have the full protection of this insurance. If an **insured person** does not comply with these conditions **we** may cancel the insurance, or refuse to deal with the **insured person's** claim or reduce the amount of any claim payment.

#### **Pre-existing medical conditions**

It is a condition of this insurance that an **insured person** will not be covered under Section A – Cancellation or curtailment charges, Section B – Emergency medical, repatriation and other expenses, or Section C - Personal accident of this policy for any claims arising directly or indirectly from any **pre-existing medical condition** that an **insured person** has <u>unless</u> the **insured person** has contacted **ASUA** Medical Screening +44 (0)203 327 0556/Email: <a href="mailto:info@asuagroup.co.uk">info@asuagroup.co.uk</a> and we have agreed to provide cover, <u>or</u> all of the **pre-existing medical conditions** that an **insured person** has are included in the list of "No Screen Conditions" shown in this policy and the words in brackets apply to the **insured person**.

In relation to this policy, a pre-existing medical condition is:

- any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy or cancer for which an **insured person** has ever received treatment (including surgery, tests or investigations by a **medical practitioner** and prescribed drugs or medication);
- any disease, illness or injury for which an insured person has received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months;
- any disease, illness or injury for which an insured person is taking prescribed drugs or medication;
- any disease, illness or injury for which an insured person has received a terminal prognosis;

- any disease, illness or injury an insured person is aware of but for which he/she has not had a diagnosis;
- any disease, illness or injury for which an insured person is on a waiting list or has knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

#### **No Screen Conditions**

Insured persons do not need to contact ASUA Medical Screening in respect of any pre-existing medical conditions that an insured person has that are included in this list and if the words in brackets apply to the insured person. The condition must have been stable and well controlled for the last 12 months on medication administered by a medical practitioner and an insured person must not have required a hospital admission or referral to a specialist because of a worsening of his/her condition.

- Acne
- ADHD Attention Deficit Hyperactivity Disorder
- Any disabilities impairing mobility, vision or mental health providing an **insured person** is accompanied by an appropriate carer for when any assistance is required
- Arthritis Juvenile, Osteoarthritis, Rheumatoid or Psoriatic Arthritis, Reiter's Syndrome, Rheumatism. (There must have been no hospital admissions within the last 12 months.

The arthritis must not affect the back more than any other area of the body. The **insured person** must not be taking more than 2 medications.

The **insured person** must not require any mobility aids, other than a walking stick.

There must have been no dislocations or any joint replacements.

The **insured person** must not be awaiting surgery. The **insured person** must have no lung problems/respiratory disorders.)

- Allergies (limited to Rhinitis, Chronic Sinusitis, Eczema, Food Intolerance & Hay Fever)
- Asthma (providing it was diagnosed before age 50, and the insured person is taking/using no more than 2 medications/inhalers and has not been admitted to hospital in the last year)
- Bells Palsy
- Benign Positional Vertigo
- Bladder Infection
- Breast Cancer/Prostate Cancer (provided the insured person:
- -was diagnosed more than 12 months ago
- has not had any chemotherapy or radiotherapy in the last 12 months and the cancer has not spread outside the breast or prostate at any time
- in the case of cancer of the prostate the **insured person** must have a PSA of 3.0 or less)
- Bunions
- Carpal Tunnel Syndrome
- Cataracts
- Coeliac Disease
- Congenital Blindness
- Corneal Graft
- Cystitis (provided no ongoing treatment)
- Deafness
- Diabetes (providing there have been no complications such as impaired kidney function, heart disease, peripheral vascular disease, leg or foot ulcers, retinal damage, nerve damage, leg or foot amputation, liver damage)
- Dry Eye Syndrome
- Eczema

- Enlarged Prostate (benign only)
- Essential Tremor
- Folate Deficiency
- Fungal Nail Infection
- Gallbladder Removal (no complications)
- Gastric Reflux
- Glaucoma
- Goitre
- Gout
- Hay Fever
- Hiatus Hernia
- High Cholesterol
- Hormone Replacement Therapy HRT
- Hypertension High Blood Pressure)
- Hypotension Low Blood Pressure (Must not be associated with any underlying condition)
- Impetigo
- Insulin Resistance
- Macular Degeneration
- Meniere's Disease
- Migraine
- Osteoporosis Osteopenia, Fragile Bones (There must have been no broken bones within the last 5 years)
- Pernicious Anaemia
- Raynaud Disease
- RSI (Repetitive Strain Injury/Tendinitis)
- Sinusitis
- Tendonitis
- Tinnitus
- Tonsillitis
- Underactive or Overactive Thyroid

#### **Health Changes**

If an **insured person's** health changes after the start date of this insurance and the date the **insured person's** travel tickets or confirmation of booking were issued, **you** or the **insured person** must contact **ASUA** Medical Screening (see details below) to make sure cover is not affected.

Changes to an **insured person's** health which **we** need to know about are:

- details of any new medical conditions an insured person has been diagnosed with; or
- changes in diagnosis of any existing medical condition; or
- changes in the treatment (including changes in medication) an insured person is receiving for any existing medical condition.

ASUA Medical Screening: +44 (0)203 327 0556 Email: <u>info@asuagroup.co.uk</u> Office Hrs: 9am-5pm Mon to Fri (excl. public holidays)

#### **Exclusions Relating to Health and Medical Conditions**

There is no cover under Section A – Cancellation or curtailment charges, Section B – Emergency medical, repatriation and other expenses, or Section C - Personal accident of this policy for any claims arising directly or indirectly from:

- Any medical condition an insured person has with which a medical practitioner has advised the insured person not to travel (or would have done so had the insured person sought his/her advice), but despite this the insured person still travels;
- b) Any surgery, treatment or investigations for which an insured person intends to travel outside of his/her home area to receive (including any expenses incurred due to the discovery of other medical conditions

- during and/or complications arising from these procedures);
- Any medical condition for which an insured person is not taking the recommended treatment or prescribed medication as directed by a medical practitioner;
- An insured person travelling against any health requirements stipulated by:
  - the airline with which the insured person is travelling, by the airline's booking company, or by anyone else who provides services on behalf of the airline at the airport, or
  - any other public transport provider.

#### **Pregnancy**

There is no cover under this policy in relation to pregnancy and/or childbirth unless during a **trip**:

- a) an insured person suffers a bodily injury; or
- an insured person contracts an illness or disease;
   or
- c) complications of any kind with the pregnancy occur.

Cover for the above events will continue until the end of the 25<sup>th</sup> week of pregnancy with the exception that if an **insured person** is pregnant following a course of in vitro fertilisation (IVF) or is pregnant with twins or other multiple birth, cover for the above events will continue until the end of the 23<sup>rd</sup> week of pregnancy.

The return date of any **trip** cannot be any later than the 25<sup>th</sup> week of pregnancy.

The policy will not cover any costs relating to pregnancy or childbirth if an **insured person** travels more than 25 weeks pregnant (more than 23 weeks if an **insured person** has had a course of in vitro fertilisation (IVF) or is pregnant with twins or other multiple birth), even with approval to travel from a **medical practitioner**.

If an **insured person** becomes pregnant and the dates of travel fall later than the end of the 25<sup>th</sup> week of pregnancy above (end of the 23<sup>rd</sup> week if an **insured person** has had a course of in vitro fertilisation (IVF) or is pregnant with twins or other multiple birth), the **insured person** should contact **ASUA** offices on tel no: **+44** (0)203 327 0555 to discuss their options relating to policy cover.

#### Important information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given Globelink International. You must take reasonable care to provide complete and accurate answers to the questions asked when you take out, make changes to, and renew (if applicable) your policy. If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or:
- we may not pay any claim in full, or;
- we may revise the premium and/or change any excess; or;
- the extent of the cover may be affected.

We will write to you if we:

- intend to cancel your policy; or
- need to amend the terms of your policy; or require you to pay more for your insurance.

If you become aware that information you have given is incomplete or inaccurate, you must inform Globelink International as soon as possible.

# PART 2 GENERAL CONDITIONS AND EXCLUSIONS

#### **General Conditions**

### The following conditions apply to the whole of this insurance.

1. Other Insurance

If, at the time of a valid claim under this policy there is another insurance policy in force which covers **you** or the **insured person** for the same loss or expense (for example a Home Contents Policy), **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** and/or other **insured persons** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Precautions

At all times all **insured persons** must take precautions to avoid injury, illness, disease, loss, theft or damage and take steps to safeguard their property from loss or damage and to recover property lost or stolen.

3. Affordable Care Act

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. You should consult your attorney or tax professional to determine if ACA's requirements are applicable to you.

#### **General Exclusions**

### The following exclusions apply to the whole of this insurance.

We will not pay for claims arising directly or indirectly from:

1. Participation in winter sports:

An **insured person's** participation in **winter sports** unless the appropriate **winter sports** premium has been paid where required, then cover will apply for:

- a) the winter sports specified in Appendix B and
- a period of no more than 17 days in total in each period of insurance under annual multi trip policies and for the period of the trip under single trip policies.
- 2. Professional sports or entertaining:

An **insured person's** participation in or practice of any professional sports or professional entertaining.

3. Other sports or activities:

An **insured person's** participation in or practice of any other sport or activity, manual work, driving any motorised vehicle in motor rallies or competitions or racing unless:

- a) specified in the lists under Appendix A of this policy
- b) shown as covered in **your Validation Certificate** when the additional premium is paid to extend policy cover for specified activities.
- 4. Suicide, drug use, alcohol or solvent abuse and an **insured person** putting themselves at risk:

An **insured person's** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction), and an **insured person** putting themselves at risk (except in an attempt to save human life).

Unlawful action:

An **insured person's** own unlawful action in the country in which the **trip** is taking place or any criminal proceedings against an **insured person**.

 Any other loss, damage or additional expense following on from the event for which an **insured person** is claiming, unless **we** provide cover under this insurance.

#### 7. Armed Forces:

Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. "Specified Events" of Section A – Cancellation or curtailment charges).

- 8. Travelling against World Health Organisation (WHO) WHO advice or against the advice of a European Union recognised Government body:
  An insured person's travel to a country, specific area or event when the World Health Organisation (WHO) or regulatory authority in a country to/from which the insured person is travelling has advised against all, or all but essential, travel at the time of booking, or travel. For residents of the United Kingdom this regulatory body is the Travel Advice Unit of the Foreign & Commonwealth Office (FCO).
- 9. Family and single parent cover travel restrictions: If an insured person is aged under 16 he/she is only insured when travelling with one or both of the insured adults (or accompanied by another responsible adult). If an insured person reaches the age mentioned above during the period of insurance, cover will continue until the next renewal date but not after that.
- 10. War or acts of terrorism:

However, this exclusion shall not apply to losses under Section B – Emergency medical, repatriation and other expenses, Section B1 – Hospital confinement benefit and Section C –Personal accident, unless such losses are caused by nuclear, chemical or biological attack, an **insured person's** participation in **active war**, or the disturbances were already taking place at the beginning of any **trip**.

- 11. An insured person engaging in active war.
- 12. Nuclear risks.
- 13. Sonic bangs:

Loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

14. Redundancy:

We will not pay if any insured person, either at the time a holiday was booked, or at the time you purchased the policy, was under notice of redundancy from an employer.

15. **We** will not pay if the tour operator, or anyone an **insured person** has made travel or accommodation arrangements with, fails to fulfil the holiday booking for any reason, including bankruptcy or liquidation.

#### PART 3 - MAKING A CLAIM

What to do in a Medical or other Emergency Abroad

On **our** behalf, Mayday Assistance provide a 24 hour emergency service 365 days a year and **insured persons** can contact Mayday Assistance by using the following:

Mayday Assistance Emergency 24-hour service: + (44) (0) 1273 624 661Fax: + (44) (0) 1273 606 390 Email: operations@maydayassistance.com

For out-patient treatment costing less than £200, it is recommended that the **insured person** pays the hospital/clinic themselves and claims back medical expenses from **us** on the **insured person's** return to his/her **home** area.

You, or the insured person, must contact Mayday Assistance as soon as possible in the case of a serious medical emergency abroad where you or they will or may need to stay in hospital, have hospital treatment or other emergencies, for example the need to change travel arrangements and return home because a close relative has become seriously ill.

When calling Mayday Assistance for help, please provide the following information:

- The policy number (shown on your Validation Certificate) and your name.
- The insured person's name and the address they are staying at.
- The phone number you, or the insured person, are calling from.
- The nature of the emergency.
- The name and phone number of the doctor and hospital treating the insured person.

Not contacting Mayday Assistance, or not following their instructions, could affect **your** claim. Mayday Assistance must agree, beforehand, any emergency travel expenses involving air travel. If it is not possible for **you** or the **insured person** to make contact with Mayday Assistance before hospital admission or before medical expenses are incurred because emergency treatment is required, contact must be made as soon as possible.

Private medical treatment is not covered in countries where reciprocal health agreements entitle an **insured person** to benefit from public health care arrangements unless authorised specifically by Mayday Assistance. Mayday Assistance has the medical expertise, contacts and facilities to help should an **insured person** be injured in an accident or fall ill. Mayday Assistance will also arrange transport **home** when this is considered to be medically necessary or when an **insured person** is told about the illness or death of a **close relative** or a **close business associate** at **home**. Payment for medical treatment abroad If an **insured person** is admitted to a hospital/clinic while abroad, Mayday Assistance will arrange for medical expenses covered by the insurance to be paid direct to the hospital/clinic. To take advantage of this benefit:

- Someone must contact Mayday Assistance for the insured person as soon as possible;
- Beware of requests for an insured person to sign for excessive treatment or charges. If an insured person is in doubt, he/she should call Mayday Assistance for guidance and authorisation of costs.

Reporting all other claims

You or any other insured person must report any claim as soon as possible, preferably within 31 days of any incident which may lead to a claim under this insurance. Also, an insured person must contact our claims handlers as soon as he/she finds out about any condition or circumstances which may cause a trip to be cancelled or cut short. If an insured person needs to make a claim, please contact our claims handlers appointed to act on our behalf:

Rightpath Claims
Telephone: +44 (0) 208 667 1600
Email: claim@rpclaims.com
Register On Line: www.rpclaims.com
PLEASE QUOTE SCHEME CODE: A01131
Righpath Claims Postal Address:
PO Box 6053, Rochford, Essex, SS1 9TT
Opening Hours: Monday to Friday 9am to 5pm (GMT)

An **insured person** can register his/her claim online at **www.rpclaims.com Quote Scheme Code: A01131.** An **insured person** can also download the appropriate claim form and access Frequently Asked Questions (FAQ) relevant to his/her claim and the process in general.

#### Providing information to support your claim

**Insured persons** will need to provide certain information to enable a claim to be fully assessed. This information will vary depending on which section of cover the **insured person** is claiming under. Examples of the types of information **we** will need are given below, but there may be other evidence required from an **insured person**.

Further details are given within each section of cover listed in Part 4 of this policy, and **our** claims handlers will tell the **insured person** exactly what information he/she needs to give them in relation to his/her own claim.

Unless we agree to pay for any information, for example a medical examination (which an insured person must agree to undergo if required), the information will need to be provided at the insured person's own expense.

Medical Certificates	A medical certificate from the treating medical practitioner or a consultant specialising in a relevant field explaining why the insured person required medical attention, was unable to travel, forced to cancel, extend, cut short or forfeit any prearranged plans or paid for activities, or rearrange any travel plans.
Police (or other Authority) Reports	A report from the local police or other relevant authority in the country where the incident occurred confirming dates, circumstances and further details of the loss, theft, attempted theft, mugging, damage, quarantine, lawful or unlawful detention.
Travel Tickets & Baggage Tags	All travel tickets (including any unused travel tickets) and <b>baggage</b> tags.
Receipts, Bills, Valuations & Proof of Ownership	An original receipt, valuation or proof of ownership for items, currency or documents of any kind lost, stolen, damaged, repaired, replaced, purchased or hired as emergency temporary replacements.
	Receipts or bills for any costs incurred for in-patient/out-patient treatment, telephone calls, emergency dental treatment, transport, accommodation, hospital or

	medical costs and any other charges or expenses which are to be considered as part of a claim.
Confirmation Letters, Reports, Invoices & Notices	Confirmation of the loss, delay, failure, cancellation or circumstance leading to the claim in the form of a letter, invoice, report or notice of cancellation from (as appropriate) an <b>insured person's</b> tour operator or their representative, airline, <b>baggage</b> handler, service provider, retailer, hotel or accommodation provider, emergency service, commanding officer, event organiser, <b>public transport</b> provider or relevant authority.
Death Certificates	For any claim involving the death of an insured person or any related party the original death certificate will be required.

#### **Getting Medical Treatment Abroad**

The European Health Insurance Card (EHIC) is no substitute for travel insurance as an **insured person** will not necessarily be covered for all medical costs or for any emergency flights **home**.

However, a European Health Insurance Card (EHIC) is free and enables access to free or discounted medical care in selected European Countries. The EHIC entitles an **insured person** to the same state-provided healthcare that is generally offered to the locals of the country an **insured person** is visiting. For **United Kingdom** residents, this doesn't mean an **insured person** will be entitled to the same standard of medical care offered by the NHS in the **United Kingdom**. Private treatment is not covered.

To get an EHIC, apply online at <u>www.dh.gov.uk/travellers</u> or by telephone on 0300 330 1350.

The United Kingdom has reciprocal healthcare agreements with certain other countries e.g. Australia, New Zealand and Russia. This means that when visiting these countries, urgent or immediate medical treatment will be provided at a reduced cost or, in some cases, free. Visit <a href="http://www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/nonEEAcountries">http://www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/nonEEAcountries</a> for a list of those countries in which an insured person may be entitled to free treatment or treatment at a reduced cost.

#### **Claims Conditions**

1. Claims procedure and notification

An **insured person** must notify claims using the procedures and contact options detailed in this Making a Claim Section.

The claim notification must be made as soon as possible and preferably within 31 days following any bodily injury, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this insurance.

An **insured person** must also tell **us** if he/she is aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **our** claims handlers as soon as possible. An **insured person**, or anyone acting on his/her behalf, must not

negotiate, admit or repudiate (refuse) any claim without **our** claims handlers' permission in writing.

#### 2. Claims evidence

We will require, at an insured person's own expense, all evidence needed to fully assess an insured person's claim. An insured person must have any medical examinations we decide are necessary. We will pay for these. We may request and will pay for a post mortem examination if required in the event of accidental death.

#### 3. Property

An **insured person** must retain any property which is damaged, and if requested, send it to **us** at his/her own expense. If **we** pay a claim for the full value of the property and it is then recovered it will then become **our** property. **We** may refuse to reimburse an **insured person** for any property for which he/she cannot provide proof of ownership such as an original receipt, a valuation, user manual or bank or credit card statements.

#### 4. Transferring of rights

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in an insured person's name for our benefit against any other party.

- 5. Fraudulent claims or misleading information We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim made by you or any other insured person, or anyone acting on your or an insured person's behalf is fraudulent, deliberately exaggerated, or is intended to mislead, we may:
  - not pay that claim; and
  - recover (from the insured person(s) involved in the claim) any payments made in respect of that claim; and
  - terminate the insured person's(s') insurance from the time of the fraudulent act; and
  - inform the police of the act.

A fraudulent claim will only affect the cover provided for the **insured person(s)** involved in that fraud. It will not affect the cover provided for any other **insured person(s)**.

#### 6. Pregnancy

If an insured person becomes pregnant and the dates of travel fall within the 12 week period prior to the due date advised by a medical practitioner, we will insure you under Section A - Cancellation provided you cancel your trip within 14 days of becoming aware of the pregnancy term. Should you not wish to cancel the trip, we will refund a proportion of your premium which will be calculated according to the number of days remaining in your period of insurance, provided you have not already travelled or made a claim.

#### PART 4 - THE COVER

This document gives details of many sections of cover. Some sections of cover only apply if **you** have chosen a certain level of cover or type of policy, and/or for which **you** have paid an additional premium. The sections of cover which **you** have chosen, and the level of benefit which will be payable in the event of a valid claim under each section of cover, are shown in **your Validation Certificate**.

#### **Policy Excesses**

Please note that under most sections of this insurance, claims will be subject to an **excess**. This means that **you** will be responsible for the first part of each and every claim per incident claimed for, under each section by each **insured person**, unless **you** have paid an additional premium so that an **excess** is not payable (as confirmed on **your Validation Certificate**).

If **family cover** or **single parent cover** applies then **we** will not apply more than two **excess** charges to any incident claimed for.

# Section A - CANCELLATION OR CURTAILMENT CHARGES

#### **What is Covered**

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for any irrecoverable unused travel and accommodation costs, prebooked excursion costs, and other pre-paid charges which an insured person has paid or is contracted to pay, together with any additional travel expenses incurred if cancellation of the trip is unavoidable or the trip is curtailed before completion as a result of any of the following specified events:

#### **Specified Events**

- The death, bodily injury, illness, disease, or complications arising as a direct result of pregnancy of:
  - a) an insured person
  - b) any person who an **insured person** is travelling or has arranged to travel with
  - any person who an **insured person** has arranged to stay with
  - d) an insured person's close relative
  - e) an **insured person's** close business associate.
- An insured person or any person who an insured person is travelling with, or has arranged to travel with, being quarantined, called as a witness at a Court of Law or called for jury service attendance.
- 3. Redundancy of an insured person or any person who an insured person is travelling with or has arranged to travel with. The redundancy must qualify for payment under current redundancy payment legislation in an insured person's home country, and at the time of booking the trip there must have been no reason to believe anyone would be made redundant.
- 4. An insured person or any person who an insured person is travelling or has arranged to travel with, is a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or an employee of a Government Department and has authorised leave cancelled or is called up for operational reasons, provided that the cancellation or curtailment could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.
- 5. The police or other authorities requesting an insured person to stay at or return to his/her home due to serious damage to an insured person's home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

#### **Special Conditions Relating to Claims**

- An insured person must get (at the insured person's own expense) a medical certificate from a medical practitioner and the prior approval of the 24 hour emergency medical service to confirm the necessity to return home, prior to curtailment of the trip due to death, bodily injury, illness, disease or complications arising as a direct result of pregnancy.
- If an insured person fails to notify the travel agent, tour operator or provider of transport or accommodation as soon as an insured person finds out it is necessary to cancel the trip, the amount we will pay will be limited to the cancellation charges that would have been payable had such notification taken place.
- If an insured person cancels the trip due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that an insured person is suffering from an insured person must provide (at an insured person's own expense) a medical certificate from a consultant specialising in the relevant field or
  - b) any other bodily injury, illness, disease or complications arising as a direct result of pregnancy, an insured person must provide (at the insured person's own expense) a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented an insured person from travelling.

#### **What is Not Covered**

The General Exclusions and the exclusions below both apply to Section A – Cancellation or Curtailment Charges

- The excess shown in the Validation Certificate Schedule of Cover.
- 2. Any claims arising directly or indirectly from:
  - a) Redundancy caused by or resulting from misconduct leading to dismissal or resignation or voluntary redundancy, or where an **insured person** received a warning or notification of redundancy before **you** purchased this insurance or at the time of booking any **trip**
  - b) Circumstances known to an insured person before you purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to cancellation or curtailment of the trip.
- Travel tickets paid for using any airline mileage or supermarket reward scheme, for example Air Miles, unless specific evidence of the monetary value of the tickets can be provided.
- Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme unless specific evidence of the monetary value of the accommodation costs can be provided.
- Annual maintenance fees/charges for time share holidays or properties.

All **insured persons** should also refer to "Declaration of Medical Conditions and Health Changes" and "Exclusions relating to Health and Medical Conditions" of this policy.

# Section B – MEDICAL, REPATRIATION AND OTHER EXPENSES

#### **What is Covered**

We will pay an **insured person** up to the amount shown in the **Validation Certificate** Schedule of Cover for the following expenses which are necessarily incurred within 12 months of the incident as a result of an **insured person** suffering unforeseen **bodily injury**, illness, disease and/or compulsory quarantine:

- Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of an insured person's home area.
- Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £200 incurred outside of an insured person's home area.
- 3. Costs of telephone calls:
  - a) to the 24 hour emergency medical service notifying and dealing with the problem for which an insured person is able to provide receipts or other evidence to show the cost of the calls and the numbers the insured person telephoned
  - b) incurred by an insured person when he/she receives calls on his/her mobile phone from the 24 hour emergency medical service for which the insured person is able to provide receipts or other evidence to show the cost of the calls.
- 4. The cost of taxi fares for an insured person's travel to or from hospital relating to an insured person's admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for the insured person by the hospital.
- 5. If an insured person dies:
  - a) outside the insured person's home area the additional cost of funeral expenses abroad up to a maximum of £2,500 plus the cost of returning the insured person's ashes to his/her home,
  - b) or the reasonable and customary costs of returning the insured person's body to his/her home
  - c) within the insured person's home area the additional cost of returning the insured person's ashes or body to his/her home up to a maximum of £750.
- 6. Additional transport and/or accommodation expenses incurred, up to the standard of an insured person's original booking (for example full or half board, bed and breakfast, self catering or room only), if it is medically necessary for an insured person to stay beyond his/her scheduled return date. This includes, with the prior authorisation of the 24 hour emergency medical service, additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with an insured person or travel to an insured person from his/her home country or escort an insured person. Also additional travel expenses to return an insured person to his/her home or a suitable hospital nearby if he/she cannot use the return ticket.
- 7. With the prior authorisation of the 24 hour emergency medical service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate an **insured person** to his/her **home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the **outward journey** unless the 24 hour emergency medical service agree otherwise.

#### **Special Conditions Relating to Claims**

 An insured person must tell the 24 hour emergency medical service as soon as possible of any bodily injury, illness or disease which necessitates the insured person's admittance to hospital as an inpatient or before any arrangements are made for the insured person's repatriation. 2. If an insured person suffers bodily injury, illness or disease we reserve the right to move the insured person from one hospital to another and/or arrange for his/her repatriation to his/her home country at any time during the trip. We will do this, if in the opinion of the medical practitioner in attendance, or the 24 hour emergency medical service, the insured person can be moved safely and / or travel safely to his/her home area or a suitable hospital nearby to continue treatment.

#### What is Not Covered

The General Exclusions and the exclusions below both apply to Section B – Emergency Medical, Repatriation and Other Expenses

- The excess shown in the Validation Certificate Schedule of Cover.
- 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 and pregnancy would not constitute an unforeseen event or illness.
- 3. Any claims arising directly or indirectly for:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the bodily injury or illness which necessitated an insured person's admittance into hospital.
  - Any expenses which are not medically necessary in the course of treating an insured person's bodily injury, illness or disease.
  - c) Any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and the 24 hour emergency medical service can be delayed reasonably until an **insured person's** return to his/her **home area**.
  - d) Expenses incurred in obtaining or replacing medication, which an **insured person** knows he/she will need at the time of departure or which will have to be continued outside of the **insured person's home area**.
  - e) Additional costs arising from single or private room accommodation.
  - f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the 24 hour emergency medical service.
  - g) Any costs incurred by an insured person to visit another person in hospital.
  - h) Any expenses incurred after an **insured person** has returned to his/her **home area**.
  - i) Any expenses incurred in England, Scotland, Wales or Northern Ireland which are for private treatment or funded by, or are recoverable from, the Health Authority in an insured person's home area.
  - j) Expenses incurred as a result of a tropical disease where an insured person has not had the recommended inoculations and/or taken the recommended medication.
  - k) Any expenses incurred after the date on which we exercise our rights under this section to move an insured person from one hospital to another and/or arrange for an insured person's repatriation but he/she decides not to be moved or repatriated.

All **insured persons** should also refer to "Declaration of Medical Conditions and Health Changes" and "Exclusions Relating to Health and Medical Conditions" of this policy.

## Section B1 – HOSPITAL CONFINEMENT BENEFIT

#### **What is Covered**

We will pay an insured person the amount shown in the Validation Certificate Schedule of Cover for every complete 24 hours an insured person has to stay in hospital as an inpatient or is confined to his/her accommodation due to the insured person's compulsory quarantine or on the orders of a medical practitioner outside the insured person's home area, up to the maximum amount shown in the Validation Certificate Schedule of Cover as a result of bodily injury, illness or disease an insured person sustains.

We will pay the amount above in addition to any amount payable under Section B – Emergency medical, repatriation and other expenses. This payment is meant to help an insured person to pay for additional expenses such as taxi fares and phone calls incurred by an insured person's visitors during his/her stay in hospital.

#### **Special Conditions Relating to Claims**

 An insured person must tell the 24 hour emergency medical service as soon as possible of any bodily injury, illness or disease which necessitates the insured person's admittance to hospital as an inpatient, compulsory quarantine or confinement to his/her accommodation on the orders of a medical practitioner.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section B1 – Hospital Confinement Benefit

- 1. Any claims arising directly or indirectly from:
- a) Any additional period of hospitalisation, compulsory quarantine or confinement to an **insured person's** accommodation:
  - relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated an **insured person's** admittance into hospital.
  - relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
  - iii. following an **insured person's** decision not to be repatriated after the date when, in the opinion of the 24 hour emergency medical service, it is safe to do
- b) Hospitalisation, compulsory quarantine or confinement to an **insured person's** accommodation:
  - i. relating to any form of treatment or surgery which in the opinion of the medical practitioner in attendance and the 24 hour emergency medical service can be delayed reasonably until the insured person's return to his/her home area.
  - as a result of a tropical disease where an insured person has not had the recommended inoculations and/or taken the recommended medication.
  - iii. occurring in an insured person's home area and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by, or are recoverable from the Health Authority in the insured person's home area.

#### Section C - PERSONAL ACCIDENT

For the purposes of this Section C the following have the following meanings:

- Item 1 accidental death
- Item 2 loss of limb or loss of sight
- Item 3 permanent total disablement

#### **What is Covered**

We will pay one of the benefits shown in the Validation Certificate Schedule of Cover if an insured person sustains bodily injury which solely and independently of any other cause, results within two years in an insured person's death, loss of limb, loss of sight or permanent total disablement.

#### **Special Conditions Relating to Claims**

Our medical practitioner may examine an insured person as often as they consider necessary if he/she makes a claim.

#### **PROVISIONS**

- Benefit is not payable to an **insured person**:
  - a) Under more than one of items 1, 2 or 3.
  - b) Under item 3. until one year after the date an **insured person** sustains **bodily injury**
  - c) Under item 3. if an **insured person** is able or may be able to carry out any relevant occupation.
- Benefit 1 will be paid to the deceased insured person's estate.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section C – Personal Accident

All **insured persons** should also refer to "Declaration of Medical Conditions and Health Changes" and "Exclusions Relating to Health and Medical Conditions" on page 3 of this policy.

#### Section D - DELAYED DEPARTURE

#### What is Covered

If departure of the **public transport** on which an **insured person** is booked to travel is delayed at the final departure point from or to an **insured person's home country** (including delays to any subsequent outbound or return connecting **public transport**) **you** can submit a claim under sub-sections 1 or 2 below (a minimum of 2 and a half hours must be given between connecting **public transport**) for at least the amount of time shown in the **Validation Certificate** Schedule of Cover from the scheduled time of departure due to:

- 1. strike or
- 2. industrial action or
- 3. adverse weather conditions or
- mechanical breakdown of or a technical fault occurring in the public transport on which an insured person is booked to travel

#### We will pay the insured person:

- 1. the amount shown in the Validation Certificate
  Schedule of Cover for the first completed full 12 hours
  delay and the amount shown in the Validation
  Certificate Schedule of Cover for the each additional full
  12 hours of delay after that, up to a maximum of the
  amount shown in the Validation Certificate Schedule of
  Cover (which is meant to help an insured person pay
  for telephone calls made, meals and refreshments
  purchased during the delay) provided the insured
  person eventually travels, or
- 2. up to the amount shown in the Validation Certificate Schedule of Cover for any irrecoverable unused travel and accommodation costs and other pre-paid charges which an **insured person** has paid or is contracted to

pay, if after a delay of at least 24 hours, an **insured person** chooses to cancel his/her **trip** before departure from his/her **home country**.

An **insured person** can only claim under subsection 1. or 2. above for the same event, not both.

An **insured person** can only claim under one of either Section D (Delayed departure) or Section D1 (Missed departure) for the same event.

#### **Special Conditions Relating to Claims**

- An insured person must check in according to the itinerary given to him/her.
- An insured person must get written confirmation (at his/her own expense) from the public transport provider of the number of hours of delay and the reason for the delay.
- An insured person must comply with the terms of contract of the travel agent, tour operator, or transport provider.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section D – Delayed Departure

- The excess shown in the Validation Certificate Schedule of Cover which relates to subsection 2. of What is Covered above only.
- 2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which an insured person is travelling.

#### Section D1 - MISSED DEPARTURE

#### What is Covered

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for additional accommodation (room only), and travel expenses necessarily incurred in reaching his/her overseas destination or returning to his/her home country, if the insured person fails to arrive at the departure point in time to board the public transport on which the insured person is booked to travel on for the international outbound and return legs of the trip as a result of:

- 1. the failure of other **public transport** or
- an accident to or breakdown of the vehicle in which the insured person is travelling or
- an accident or breakdown happening ahead of the insured person on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which the insured person is travelling or
- 4. strike, industrial action or adverse weather conditions.
- Delays to any subsequent outbound or return connecting public transport (a minimum of 2 and a half hours must be given between connecting public transport)

If the same expenses are also covered under Section D (Delayed Departure) an **insured person** can only claim under one section for the same event.

**Special Conditions Relating to Claims** 

- If an insured person makes a claim caused by any delay happening on a motorway or dual carriageway he/she must get written confirmation or proof of the incident happening (at the insured person's own expense) from the police or emergency breakdown services, of the location, reason for and duration of the delay.
- An insured person must check in according to the itinerary provided to them and allow enough time for the public transport or other transport to arrive on schedule and to deliver him/her to the departure point (a minimum of 2 and a half hours must be given between connecting public transport).

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section D1 – Missed Departure

- The excess shown in the Validation Certificate Schedule of Cover.
- 2. Claims arising directly or indirectly from:
  - Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
  - b) An accident to or breakdown of the vehicle in which an **insured person** is travelling when a repairer's report or other evidence is not provided.
  - Breakdown of any vehicle owned by an insured person which has not been serviced properly and maintained in accordance with manufacturer's instructions.
  - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which an insured person is travelling.
- Additional expenses where the scheduled public transport provider has offered reasonable alternative travel arrangements.

#### **Section E - BAGGAGE**

#### What is Covered

 We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for the accidental loss of, theft of or damage to baggage. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation (loss of value).

The maximum **we** will pay an **insured person** for the following items is:

- a) the amount shown in the Validation Certificate
   Schedule of Cover for any one article, pair or set of articles
- b) the amount shown in the Validation Certificate Schedule of Cover for the total for all **valuables**.
- We will also pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover, for the emergency replacement of clothing, medication and toiletries if an insured person's baggage is temporarily lost in transit during the outward journey and not returned to the insured person within 12 hours, as long as we receive written confirmation from the public transport provider, confirming the number of hours the baggage was delayed.

If the loss is permanent **we** will deduct the amount paid from the final amount to be paid under this section.

If you have paid an additional premium to add Wedding Cover (Section Q) and it is shown as covered in your Validation Certificate items of baggage are also covered under Section Q – Wedding Cover an insured person can only claim for these under one section for the same event.

#### **Special Conditions Relating to Claims**

- An insured person must report to the local police in the country where the incident occurred within 24 hours of discovery, or as soon as practicable after that and get (at the insured person's own expense) a written report of the loss, theft or attempted theft of all baggage.
- If baggage is lost, stolen or damaged while in the care
  of a public transport provider, authority, hotel or an
  insured person's accommodation provider the
  insured person must report details of the loss, theft or
  damage to them in writing and get (at his/her own
  expense) written confirmation.
- If baggage is lost, stolen or damaged whilst in the care of an airline an insured person must:
  - a) get a Property Irregularity Report from the airline.
  - give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - keep all travel tickets and tags for submission if an insured person is going to make a claim under this insurance.
- An insured person must provide (at his/her own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the insured person to provide evidence to support a claim.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section 5 – Baggage

- The excess shown in the Validation Certificate
   Schedule of Cover (except claims under subsection 2 of
   What is Covered above, where no excess applies).
- Loss, theft of or damage to valuables left unattended at any time unless left in the custody of a public transport provider, deposited in a hotel safe or safety deposit box, or left in an insured person's locked accommodation.
- Loss, theft of or damage to baggage contained in an unattended vehicle unless:
  - i. it is locked out of sight in a secure baggage area and
  - forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, ski equipment, golf equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch

- faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- Loss, theft of or damage to business equipment, business goods, samples, tools of trade and other items used in connection with an insured person's business, trade, profession or occupation.
- Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.

# Section F – PERSONAL MONEY, PASSPORT AND DOCUMENTS

#### What is Covered

 We will pay an insured person up to the amounts shown below for the accidental loss of, theft of or damage to personal money and documents (including the unused portion of passports, visas and driving licences). We will also cover foreign currency during the 72 hours immediately before an insured person's departure on the outward journey.

The maximum we will pay for the following items is:

- a) the amount shown in the Validation Certificate Schedule of Cover for bank notes, currency notes and coins
- b) the amount shown in the Validation Certificate Schedule of Cover for all other personal money and documents (including the cost of the emergency replacement or temporary passport or visa).
- We will pay up to the amount shown in the Validation Certificate Schedule of Cover for each insured person for additional travel and accommodation expenses necessarily incurred outside the insured person's home area to obtain a replacement of the insured person's passport or visa which has been lost or stolen outside the insured person's home area.

#### **Special Conditions Relating to Claims-**

- An insured person must report to the local police in the country where the incident occurred within 24 hours of discovery or as soon as practicable after that and get (at the insured person's own expense) a written report of the loss, theft or attempted theft of all personal money, passports or documents.
- If personal money, passports or documents are lost, stolen or damaged while in the care of a hotel or an insured person's accommodation provider the insured person must report details of the loss, theft or damage to them in writing and get (at the insured person's own expense) written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this insurance.
- 3. If documents are lost, stolen or damaged while in the care of a public transport provider or authority, an insured person must report details of the loss, theft or damage to them in writing and get (at the insured person's own expense) written confirmation.

- If documents are lost, stolen or damaged whilst in the care of an airline an **insured person** must:
  - a) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
  - keep all travel tickets and tags for submission to us if an insured person is going to make a claim under this insurance.
- An insured person must provide (at his/her own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the insured person to provide evidence to support his/her claim.

#### What is Not Covered

# The General Exclusions and exclusions below both apply to Section F - Personal Money, Passport and Documents

- The excess shown in the Validation Certificate
   Schedule of Cover
- Loss, theft or damage to personal money or an insured person's passport or visa if left unattended at any time unless left in the custody of a public transport provider, deposited in a hotel safe or safety deposit box, or left in an insured person's locked accommodation
- Loss, theft or damage to travellers' cheques if an insured person has not complied with the issuer's conditions or where the issuer provide a replacement service
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority
- Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due error or omission

# Section G – EXTENDED KENNEL AND/OR CATTERY FEES

#### What is Covered

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover (£150 for trips in an insured person's home country) for any additional kennel/cattery fees incurred, if an insured person's domestic dog(s)/cat(s) are in a kennel/cattery during the insured person's trip and the insured person's return to his/her home has been delayed due to the insured person's bodily injury, illness or disease.

#### What is Not Covered

The General Exclusions and the exclusions below both apply to Section G – Extended Kennel and/or Cattery Fees

 Claims arising from an insured person's bodily injury, illness or disease that is not covered under Section B – Emergency medical, repatriation and other expenses.

#### **Section H – PERSONAL LIABILITY**

#### What is Covered

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover (including legal costs and expenses) against any amount an insured person becomes legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

- Accidental Bodily injury, death, illness or disease to any person who is not in an insured person's employment, who is not a close relative, or who is residing with an insured person but not paying for their accommodation.
- Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of an insured person, a close relative and/or anyone in an insured person's employment. Cover is provided for any temporary holiday accommodation occupied (but not owned) by an insured person.

#### **Special Conditions Relating to Claims**

- An insured person must give us written notice of any incident which may result in a claim as soon as possible.
- An insured person must send us every writ, summons, letter of claim or other document as soon as he/she receives it.
- An insured person must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing.
- 4. We will be entitled to take over and carry out in your or any other insured person's name the defence of any claims for compensation or damages or otherwise involving any third party. We will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and you/the insured person will give us all information and assistance which we may require.
- If an insured person dies, his/her legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section H – Personal Liability

- The first £250 of each and every claim, arising from the same incident claimed for under this section in relation to any temporary holiday accommodation occupied by an insured person.
- Compensation or legal costs arising directly or indirectly from:
  - a) Liability which an insured person was required to assume under the terms of any agreement or contract (such as a hire agreement).
  - Pursuit of any business, trade, profession or occupation or the supply of goods or services including any voluntary or unpaid work including baby sitting.
  - Ownership, possession or use of animals, aircraft, firearms or weapons of any kind.
  - d) Ownership, possession or use of any vehicle, watercraft or leisure equipment that is motorised or mechanically or jet propelled
  - e) The transmission of any contagious or infectious disease or virus.

# Section I – LEGAL EXPENSES AND ASSISTANCE

#### **What is Covered**

We will pay up to the amount shown in the Validation
Certificate Schedule of Cover for legal costs to pursue a civil

action for compensation, against someone else who causes an **insured person bodily injury**, illness or death.

Where there are two or more **insured persons** insured by this insurance, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the **Validation Certificate** Schedule of Cover.

#### **Special Conditions Relating to Claims**

- We shall have complete control over the legal case through agents we nominate, by appointing agents of our choice on an insured person's behalf with the expertise to pursue the insured person's claim.
- An insured person must follow our agent's advice and provide any information and assistance required within a reasonable timescale.
- An insured person must advise us of any offers of settlement made by the negligent third party and an insured person must not accept any such offer without our permission.
- We may include a claim for our legal costs and other related expenses.
- We may, at our own expense, take proceedings in an insured person's name to recover compensation from any third party for any legal costs incurred under this insurance. An insured person must give us any assistance we require from him/her and any amount recovered shall belong to us.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section I – Legal Expenses and Assistance

We shall not be liable for:

- The excess shown in the Validation Certificate Schedule of Cover.
- Any claim where in our opinion there is insufficient prospect of success in obtaining reasonable compensation.
- Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, public transport provider, us, the 24 hour emergency medical service or their agents or any service supplier detailed on the Validation Certificate, someone an insured person was travelling with, a person related to an insured person, or another insured person.
- Legal costs and expenses incurred prior to our written acceptance of the case.
- Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- Any claim where legal costs and expenses are variable depending on the outcome of the claim.
- 7. Legal costs and expenses incurred if an action is brought in more than one country.
- 8. Any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**.
- Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.

- 10. The costs of any Appeal.
- Claims by an insured person other than in his/her private capacity.

#### Section J - MUGGING BENEFIT

#### What is Covered

We will pay an **insured person** the amount shown in the **Validation Certificate** Schedule of Cover for each complete 24 hour period which an **insured person** spends as an inpatient in hospital outside the **insured person's home area** as a direct result of injuries sustained whilst being mugged.

#### Special Conditions Relating to Claims

- An insured person must tell the 24 hour emergency medical service as soon as practicable of any bodily injury caused by mugging which necessitates an insured person's admittance to hospital as an inpatient.
- An insured person must report to the local police in the country where the mugging occurred within 24 hours of the incident, or as soon as practicable after that and get (at the insured person's own expense) a written report of the circumstances of the mugging.

#### **Section K – HIJACK COVER**

#### **What is Covered**

If an **insured person** is prevented from reaching his/her scheduled destination as a result of hijack of the aircraft or ship in which an **insured person** is travelling **we** will pay the **insured person** the amount shown in the **Validation Certificate** Schedule of Cover for each full 24 hours of delay. This benefit is only payable if no claim is made under Section A (Cancellation or curtailment charges) or Section D (Delayed departure).

#### **Special Conditions Relating to Claims**

- An insured person must not have not engaged in any political or other activity which would prejudice this insurance.
- An insured person has no family or business connections that could be expected to prejudice this insurance or increase our risk.
- All an insured person's visas and documents are in order.
- 4. An **insured person** must report the matter to the police as soon as practicable upon his/her release and provide **us** within 30 days of returning from the **trip** with a police report confirming that the **insured person** was unlawfully detained and the dates of such detention.

#### What is Not Covered

### The General Exclusions and the exclusions below both apply to Section K – Hijack Cover

- Any claim relating to payment of ransom monies.
- Any claim arising out of any act(s) by an insured person which would be considered an offence by a court of the insured person's home country if they had been committed in the insured person's home country.
- Any claim where the detainment, internment, hijack or kidnap of an **insured person** has not been reported to or investigated by the police or local authority.

#### Section L – WITHDRAWAL OF SERVICES

The following phrase has the following meaning in this Section L:

Withdrawal of services - means the withdrawal of:

- a) all water or electrical facilities in an insured person's hotel or trip accommodation, or
- b) waiter/waitress services at meals, or
- kitchen services of such nature that no food is served, or
- d) room cleaning services.

#### **What is Covered**

We will pay an insured person the amount stated in the Validation Certificate Schedule of Cover if he/she suffers withdrawal of services continuously for at least 24 hours during his/her trip.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section L – Withdrawal of Services

We will not pay any claims:

- If an insured person is aware, or made aware, of withdrawal of services at the time of booking his/her trip, whether the withdrawal of services is due to or arising from a strike or industrial action or for any other reason.
- For services which were not part of an insured person's pre-paid package deal.
- Unless accompanied by written confirmation from the tour operator or hotel to support an insured person's claim.

#### **Section M - CATASTROPHE**

#### **What is Covered**

We will pay an insured person up to the limit shown in the Validation Certificate Schedule of Cover should an insured person be forced to move from his/her pre-booked and pre-paid accommodation outside of his/her home area as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive occurring while an insured person is abroad and which is confirmed in writing by a local or national authority, for the additional irrecoverable travel or accommodation costs necessarily incurred to continue with an insured person's pre-paid trip or, if the trip cannot be continued, for the insured person's return to his/her home area.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section 13 – Catastrophe

No compensation will be payable for:

- Any expense following an insured person's disinclination to travel or to continue with his/her trip when official directives from the local or national authority state it is acceptable to do so.
- Any cost or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.
- Any cost or expense resulting from circumstances existing prior to an **insured person's** arrival at his/her pre-paid and pre-booked accommodation.

#### Section O - WINTER SPORTS EXTENSION

This cover is provided only if an **insured person** is under 70 and **you** have paid the additional premium where required as confirmed on **your Validation Certificate**. Below are the details of **winter sports** cover provided by this extension for a period of no more than 17 days in total in each **period of insurance** under annual multi trip policies and for the period of the **trip** under single trip policies.

#### Winter sports

- An insured person will be covered under all sections of this extension for the winter sports as shown in Appendix B. All skiing and snowboarding activities are covered provided the insured person remains within the boundaries of a recognised resort area designed for public use and is not skiing or snowboarding in areas marked out of bounds or hazardous by the piste authorities.
- 2. All winter sports shown in Appendix B are covered under this extension but Section C (Personal Accident Insurance) and Section H (Personal Liability Insurance) of this travel insurance policy will not apply to the activities where either or both Section C and Section H are shown in Appendix B as being excluded from cover.
- We will not cover any claims under any other section of this travel insurance resulting from any bodily injury or damage to property that may arise from an insured person's use of sledges, skidoos, tracked or powered vehicles of any kind.
- 4. No cover is provided for any activities that involve any form of racing, jumping or competition.
- An insured person is not covered for ski equipment under Section 5 (Baggage) of this travel insurance.
   Please see below for details of ski equipment cover.
- Ski lift passes are included in the cover provided by Section F (Personal Money, Passport and Documents) of this travel insurance.

Under the **winter sports** extension cover is provided under the following Sections:- Section O1 (Ski Equipment), Section O2 (Ski Equipment Hire), Section O3 (Ski Pack), Section O4 (Piste Closure) and Section O5 (Avalanche or Landslide Cover).

#### Section O1 - SKI EQUIPMENT

#### **What is Covered**

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for the accidental loss of, theft of or damage to an insured person's own ski equipment. The amount payable in relation to an insured person's own ski equipment will be the value at today's prices less a deduction for wear tear and depreciation (loss of value - calculated from the table below). We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for the accidental loss of, theft of or damage to an insured person's hired ski equipment. The amount payable in relation to an insured person's hired ski equipment will be the value at today's prices.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value
Over 2 years old	50% of value
Over 3 years old	30% of value

Over 4 years old Over 5 years old 20% of value No payment

The maximum **we** will pay for any one article, pair or set of articles is the amount payable calculated from the table above or the amount shown in the **Validation Certificate** Schedule of Cover whichever is the lesser amount.

#### **Special Conditions Relating to Claims**

- An insured person must report to the local police in the country where the incident occurred within 24 hours of discovery or as soon as practicable after that and get a written report (at the insured person's own expense) of the loss, theft or attempted theft of all ski equipment.
- If ski equipment is lost, stolen or damaged while in the care of a public transport provider, authority, hotel or an insured person's accommodation provider the insured person must report details of the loss, theft or damage to them in writing and get (at his/her own expense) written confirmation.
- If ski equipment is lost, stolen or damaged whilst in the care of an airline an insured person must:
  - a) get a Property Irregularity Report from the airline
  - b) give formal written notice of the claim to the airline, within the time limit set out in their conditions of carriage (please keep a copy)
  - keep all travel tickets and tags for submission if an insured person is going to make a claim under this insurance.
- An insured person must provide (at his/her own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the insured person to provide evidence to support his/her claim.

#### What is Not Covered

### The General Exclusions and the exclusions below both apply to Section O1 – Ski Equipment

- The excess shown in the Validation Certificate Schedule of Cover.
- Loss, theft of or damage to ski equipment contained in or stolen from an unattended vehicle unless:
  - a) it is locked out of sight in a secure baggage area and
  - b) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
- 3. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown

#### Section O2 - SKI EQUIPMENT HIRE

#### What is Covered

We will pay an **insured person** up to the amount shown in the **Validation Certificate** Schedule of Cover for the cost of hiring replacement **ski equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of an **insured person's** own **ski equipment**.

#### **Special Conditions Relating to Claims**

- An insured person must report to the local police in the country where the incident occurred within 24 hours of discovery or as soon as practicable after that and get (at the insured person's own expense) a written report of the loss, theft or attempted theft of the insured person's own ski equipment.
- If ski equipment is lost, stolen or damaged while in the care of a public transport provider, authority, hotel or an insured person's accommodation provider the insured person must report details of the loss, theft or damage to them in writing and get (at the insured person's own expense) written confirmation.
- If ski equipment is lost, stolen or damaged whilst in the care of an airline an insured person must:
  - a) get a Property Irregularity Report from the airline.
  - give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
  - keep all travel tickets and tags for submission if an insured person is going to make a claim under this insurance.
- An insured person must provide (at his/her own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the insured person to provide evidence to support his/her claim.

#### **What is Not Covered**

### The General Exclusions and the exclusions below both apply to Section O2 – Ski Equipment Hire

- Loss, theft of or damage to ski equipment contained in an unattended vehicle unless:
  - a) it is locked out of sight in a secure baggage area and
  - forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss or damage caused by wear and tear, depreciation (loss of value),atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.

#### **Section O3 – SKI PACK**

#### **What is Covered**

#### We will pay an insured person:

- Up to the amount shown in the Validation Certificate Schedule of Cover for the unused portion of an insured person's ski pack (ski school fees, lift passes and hired ski equipment) following the insured person's bodily injury, illness or disease.
- Up to the amount shown in the Validation Certificate Schedule of Cover for the unused portion of an insured person's lift pass if he/she loses it.

#### **Special Conditions Relating to Claims**

 An insured person must provide (at his/her own expense) written confirmation to us from a medical practitioner that the bodily injury, illness or disease prevented the insured person from using his/her ski pack.

#### What is Not Covered

The General Exclusions apply to Section O3 – Ski Pack.

#### Section O4 – PISTE CLOSURE

#### **What is Covered**

We will pay an insured person, up to the amount shown in the Validation Certificate Schedule of Cover, for transport costs necessarily incurred by the insured person to travel to and from an alternative site or ski area if either lack of or excess of snow, or an avalanche results in the skiing facilities (excluding cross-country skiing) in the insured person's ski area or resort being fully closed and it is not possible to ski. The cover only applies:

- To the ski area containing the resort or town which an insured person has pre-booked for a period more than 12 hours and for as long as these conditions continue at the ski area or resort, but not more than the prebooked period of the insured person's trip and
- To trips taken outside an insured person's home country during the published ski season for the insured person's ski area containing the resort or town where an insured person is staying.

If no alternative sites are available, **we** will pay an **insured person** compensation of the amount shown in the **Validation Certificate** Schedule of Cover. **Special Conditions Relating to Claims** 

An **insured person** must get (at his/her own expense) written confirmation from the relevant authority, ski lift operator or the **insured person's** tour operator's representative of the number of days skiing facilities were closed in the **insured person's** resort and the reason for the closure.

#### What is Not Covered

The General Exclusions and the exclusions below both apply to Section O4 – Piste Closure

 Any circumstances where transport costs, compensation or alternative skiing facilities are provided to an **insured person**.

# Section O5 – AVALANCHE OR LANDSLIDE COVER

#### **What is Covered**

We will pay an insured person up to the amount shown in the Validation Certificate Schedule of Cover for additional accommodation (room only) and travel expenses necessarily incurred in reaching the insured person's booked resort or returning home if the insured person is delayed for more than 12 hours by avalanche or landslide. The cover only applies to trips taken outside an insured person's home country during the published ski season for his/her resort.

#### **Special Conditions Relating to Claims**

 An insured person must get (at his/her own expense) written confirmation from the relevant authority or the insured person's tour operator's representative confirming the event.

#### What is Not Covered

The General Exclusions apply to Section O5 – Avalanche or Landslide Cover.

# Section S1 SCHEDULED AIRLINE INSOLVENCY INSURANCE

This cover is provided only if cover is shown on Your Validation Certificate Schedule of Cover. Below are the details of cover for this section.

#### Definitions which only apply to this Section:

Irrecoverable Loss – Deposits and charges paid by You for Your Trip which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the Scheduled Airline or another insurance company or a government agency or a travel agent or credit card company.

You, Your: Person (s) named on the Travel Insurance policy

Trip – The Outward Journey and Return Journey on a Scheduled Airline booked and paid for by You.

Scheduled Airline – An airline upon whom Your Trip depends operating a regular systematic service to a published timetable whose flights are available to paying members of the general public on a seat only basis and which is not part of a package holiday arranged by a tour operator.

Insolvency or Financial Failure — An event causing the cancellation of all or part of Your Trip happening after You purchased this insurance which results in the Scheduled Airline no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

#### What you are covered for:

**We** will indemnify **You** up to £3,000 in total for each Insured Person named on the Invoice and Airline Ticket for:

- 1. Irrecoverable sums paid in advance in the event of Insolvency of the scheduled airline associated with **Your Trip** which was incurred before **Your** departure date if **You** have to cancel **Your Trip** or if **You** have already completed the outward journey;
- 2. The extra cost of a one-way airfare of a standard no greater than the class of journey on the **Outward Journey** to allow **You** to complete the Return Journey of **Your Trip** (to **Your** original departure country within the European Union) as a result of the **Insolvency** or **Financial Failure** of the **Scheduled Airline** on which **You** are booked to travel causing the flight (or flights) on which **Your Trip** depends that were subject to **your Advanced Booking** being discontinued and **You** not being offered from any other source any reasonable alternative flight or refund of charges **You** have already paid.
- 3. Any losses that are not directly associated with the incident that caused **You** to claim are limited to £500 in total for each Insured Person named on **Your** Policy Schedule.

**You** may claim **only** under Scheduled Airline Insolvency Insurance **or** Cancellation / Curtailment, not both.

#### Special condition which apply:

You must obtain written confirmation from the liquidator that the **Scheduled Airline** has become insolvent.

#### What is not covered:

 Any expense following Your disinclination to travel or to continue with Your Trip or loss of enjoyment on Your Trip;

- Any expense arising from circumstances which could reasonably have been anticipated at the time You booked Your Trip;
- Any costs incurred by You which are recoverable or for which You receive or are expected to receive compensation;
- Any form of travel delay or other temporary disruption to Your Trip;
- Any loss sustained by You when the Insurance Policy or other evidence or coverage was effected after the date of the first threat of Insolvency or Financial Failure (as defined herein) of the Scheduled Airline or other relevant company was announced;
- Any costs recoverable from any company who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim).
- 7. Any loss for which a third party is liable or which can be recovered by other legal means.
- Anything mentioned in the General Exclusions unless specifically insured under this Section.

### Your Scheduled Airline Insolvency Insurance Policy Cover:

This policy provides cover **ONLY** in the event that **You** cannot recover **Your** losses from any other source. In the event of a loss, **You** should first make **Your** claim against **ATOL**, **Your credit or debit card provider under Section 75 of the Consumer Credit Act 1974** or against any other insurance policy which provides compensation for **Your loss**.

This policy will only make payments less the value of any compensation and excess (if applicable) **You** have received from any other source.

We will only accept claims submitted up to three months after the failure. Any claims submitted after the three months period will NOT be processed.

Please read the general conditions contained in this policy document and the relevant sections of **Your** policy for more information. We may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.

# Section S2 END SUPPLIER INSOLVENCY INSURANCE

This cover is provided only if cover is shown on Your Validation Certificate Schedule of Cover. Below are the details of cover for this section.

#### Definitions which only apply to this Section:

End Supplier – Scheduled Airline, Rail Operators including Eurostar, Eurotunnel, Ferry and Cruise Operators, Coach Operators, Transfer Companies, Car Hire Companies, Hotels and Apartments, Villas abroad and cottages in UK, Caravan sites, Campsites, Mobile Homes and Camper Rentals, Destination Management Company, Safaris, Excursions, Theme Parks such as Disneyland Paris, Tour Operators, Travel and Booking Agents and Consolidators.

**Mode of Transport** – Scheduled Airline (as defined below), Train (i.e. Eurostar and Eurotunnel), Coach, Ferry, Cruise Ship

Irrecoverable Loss - Deposits and charges paid by You for

Your Trip which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the **End Supplier** or another insurance company or a government agency or a travel agent or credit card company.

Trip – The Outward Journey and Return Journey on a mode of transport booked and paid for by You.

Scheduled Airline – An airline upon whom Your Trip depends operating a regular systematic service to a published timetable whose flights are available to paying members of the general public on a seat only basis and which is not part of a package holiday arranged by a tour operator.

Insolvency or Financial Failure – An event causing the cancellation of all or part of Your Trip happening after You purchased this insurance which results in the End Supplier no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

#### What you are covered for:

We will indemnify You up to £3,000 in total for each Insured Person named on the Invoice for:

- 1. Irrecoverable sums paid in advance in the event of Insolvency of the End Supplier associated with **Your Trip** which was incurred before **Your** departure date or whilst on **Your Trip** having already completed the outward journey and have to cancel **Your Trip** or replace the financially failed End Supplier whilst on **Your Trip**.
- 2.The extra cost of a one way fare of a standard no greater than the class of journey on the **Outward Journey** to allow **You** to complete the Return Journey of **Your Trip** (to your original departure country within the European Union/EEA country of residence) as a result of the **Insolvency** or **Financial Failure** of the **mode of transport** on which **You** are booked to travel causing the transport on which **Your Trip** depends that were subject to **Your Advanced Booking** being discontinued and **You** not being offered from any other source any reasonable alternative transport or refund of charges **You** have already paid. Provide where practicable **You** shall have obtained Our Approval prior to incurring the relevant cost by contacting Us.
- 3. Irrecoverable loss of unused prepaid expenses as a result of Insolvency or Financial Failure of any company for the following services associated with Your Trip booked independently by You:
  - Scheduled Airline
  - short let holiday accommodation providers (including hotels, Apartments and Villas),
  - car hire operators
  - ferry/cruise operators
  - coach operators
  - train operators
  - Theme Parks
  - Caravan / Camp Site
  - Mobile Homes and Camper Rentals
  - travel agent, tour organiser/Operator, booking agent or consolidator
  - Destination Management Company.
- 4. Any losses that are not directly associated with the incident that caused **You** to claim are limited to £1,000 in total for each Insured Person named on **Your** Policy Schedule.

You may claim only under End Supplier Insolvency Insurance or Cancellation / Curtailment, not both.

#### Special condition which apply:

You must obtain written confirmation from the liquidator that the third-party supplier has become insolvent.

#### What is not covered:

- Any expense following Your disinclination to travel or to continue with Your Trip or loss of enjoyment on Your Trip;
- Any expense arising from circumstances which could reasonably have been anticipated at the time You booked Your Trip;
- Any costs incurred by You which are recoverable or for which You receive or are expected to receive compensation:
- 4. Any form of travel delay or other temporary disruption to **Your Trip.**
- Any loss sustained by You when the Insurance Policy or other evidence or coverage was effected after the date of the first threat of Insolvency or Financial Failure (as defined herein) of the End Supplier or other relevant company was announced;
- Any costs recoverable from any company who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim).
- Any loss for which a third party is liable or which can be recovered by other legal means.
- 8. Anything mentioned in the General Exclusions unless specifically insured under this Section.

#### **Your Supplier Insolvency Policy Cover:**

This policy provides cover **ONLY** in the event that **You** cannot recover **Your** losses from any other source. In the event of a loss, **You** should first make **Your** claim against **Your Holiday Provider**, **CAA ATOL**, **Your credit or debit card provider under Section 75 of the Consumer Credit Act 1974** or against any other insurance policy which provides compensation for **Your loss**.

This policy will only make payments less the value of any compensation and excess (if applicable) **You** have received from any other source.

We will only accept claims submitted up to three months after the failure. Any claims submitted after the three months period will NOT be processed.

Please read the general conditions contained in this policy document and the relevant sections of **Your** policy for more information. We may refuse to reimburse **You** for any expenses for which You cannot provide receipts or bills.

# Section S3 – TRAVEL DISRUPTION (FORCE MAJEURE)

This cover is provided only if cover is shown on Your Validation Certificate Schedule of Cover. Below are the details of cover for this section.

Definitions which only apply to this Section:

**Transport Provider** – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

Irrecoverable Loss – Deposits and charges paid by You for Your Trip which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the Transport Provider or another insurance company or a government agency or a travel agent or credit card company.

**Trip** – **The Outward Journey** and **Return Journey** booked and paid for by **You**.

Scheduled Airline – An airline upon whom Your Trip depends operating a regular systematic service to a published timetable whose flights are available to paying members of the general public on a seat only basis and which is not part of a package holiday arranged by a tour operator.

Insolvency or Financial Failure — An event causing the cancellation of all or part of Your Trip happening after You purchased this insurance which results in the Transport Provider no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

Force Majeure - Claims directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, act of terrorism, industrial action, strikes, riots & civil commotion, climatic conditions/acts of nature being 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 and snow which first arise during the Period of Insurance and give rise to Your pre-booked Outward or Return Journey being delayed by more than 24 hours.

**Outward Journey** - The initial journey pre-booked and prepaid by **You** by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the outbound journey from **Your** home address in the European Union/EEA country of residence

**Return Journey** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the inbound journey to **Your** home address in the European Union/EEA country of residence.

#### What you are covered for

We will indemnify You up to £3,000 or the Holiday price paid (whichever is less) in total for each Insured Person named on the Invoice and/or Airline Ticket for:

Section A – Cancellation – Pre-Departure

#### What You are covered for

**We** will pay **You** up to £3,000 or the Holiday price paid (whichever is less) for unused charges associated with **Your trip** that are not refundable and which were incurred before **Your** departure date if **You** have to cancel **Your trip** because **Your** Outward Journey is delayed by more than 24 hours as a result of Force Majeure.

#### Special conditions which apply to this section

- In case of an incident You must in the first instance contact your airline or Travel Arranger and follow their instruction in addition to the Foreign & Commonwealth Office and the local authority advice.
- We will only pay costs which are not refundable from any other source.

- You must provide proof of Your irrecoverable expenses.
- If requested by Us, You must provide written confirmation from a relevant authority or transport supplier for the reason and length of the delay or cancellation.

#### Claims evidence required by us in support of a claim

- Travel and accommodation cost documentation, such as invoices, flight booking confirmation, Cancellation invoices or letters from **Your** tour operator, travel or accommodation provider confirming that **You** did not use their service and whether any refund is due to **You** from them
- A letter from the relevant authority or transport provider confirming the cause and length of the delay (if requested to do so by Us)

**Please note:** We may request other evidence to support **Your** claim dependent upon **Your** circumstances.

### Section B – Additional expenses – Disruption whilst Trip in Progress

#### What you are covered for:

We will pay **You up to £1,000** per person maximum for reasonable (meaning of a standard similar in class and rating to that originally paid for by **You**) additional accommodation and travel expenses if **Your Return Journey** to **Your** final destination in the European Union/EEA country of residence (including the Channel Islands and the Isle of Man) is delayed by more than 24 hours due to **Force Majeure** 

The maximum **We** will pay per person for accommodation expenses on a bed and breakfast basis is £100 per day for up to 3 days and an allowance for sustenance of up to £20/day. Cover does not apply for alcoholic drinks or telephone cost or other miscellaneous charges incurred.

#### Special conditions which apply to this section

- 1. We will only pay costs which are not refundable from any other source.
- 2. You must provide proof of Your expenses.
- 3. If requested by Us,  $\bf You$  must provide written confirmation for the reason and length of the delay.

#### What is not covered:

- Any expense following Your disinclination to travel or to continue with Your Trip or loss of enjoyment on Your Trip;
- Any expense arising from circumstances which could reasonably have been anticipated at the time You booked Your Trip;
- Any costs incurred by You which are recoverable or for which You receive or are expected to receive compensation:
- Any form of travel delay or other temporary disruption to **Your Trip**;
- Any loss sustained by You when the Insurance Policy or other evidence or coverage was effected after the date of the first threat of Force Majeure (as defined herein) disrupting Your Trip was announced;
- Any costs recoverable from any company who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim).
- 7. Any loss for which a third party is liable or which can be recovered by other legal means.
- 8. Anything mentioned in the General Exclusions unless specifically insured under this Section

#### **Your Force Majeure Trip Disruption Policy Cover:**

This policy provides cover **ONLY** in the event that **You** cannot recover **Your** losses from any other source. In the event of a loss, **You** should first make **Your** claim against **Your** Airline, Travel Arranger, **Your** credit or debit card provider under Section 75 of the Consumer Credit Act 1974 or against any other insurance policy which provides compensation for **Your loss**.

This policy will only make payments less the value of any compensation **You** have received from any other source.

Please read the general conditions contained in this policy document and the relevant sections of **Your** policy for more information. We may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.

# PART 5 – CANCELLATION OF THE POLICY

#### Your right to cancel this policy:

You have a right to cancel up to 14 days from the date you receive the policy document at the start of your insurance provided that no insured person has travelled, (or in the case of Single Trip policies, cover has not already commenced), and no claim under this policy has been made.

Should **you** decide to exercise **your** cancellation right, **you** will be entitled to a full refund of premium provided that no **insured person** has travelled, (or in the case of Single Trip policies, cover has not already commenced), and no claim under this policy has been made or is intended to be made.

To cancel **your** policy, please contact **Globelink International** on <u>globelink@globelink.co.uk, or at Alpi</u> House, Suite 2, East Wing,2<sup>nd</sup> Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ. Tel: +44 (0)1353 699082

#### Our right to cancel this policy:

We will not cancel a policy during its lifetime as long as:

- you pay your premium;
- neither you nor any other insured person commits fraud.

We will not cancel an annual multi trip policy during your period of insurance unless one or more of the following happens:

- you, or any other insured person, commit fraud; or
- the risk we agreed to insure changes significantly (for example because activities an insured person intends to be involved in during any trip change, or because an insured person develops new medical conditions after the insurance starts). If we cancel your policy for this reason, you will be entitled to a refund of premium which will be calculated according to the number of days remaining in your period of insurance.

# PART 6 – RENEWAL OF AN ANNUAL MULTI TRIP POLICY

IMPORTANT: Please note that your policy does not automatically renew from year to year. Globelink International will contact you approximately one month before the renewal date and you will be advised of any changes to the premium or the policy terms and conditions. You will also be told if we are unable to renew your policy. If you wish to renew, you will need to confirm your requirements and purchase a new policy using the Existing Customer link on the Globelink International homepage at www.globelink.co.uk

If your personal details change before your policy renews, please tell us by contacting Globelink International on globelink@globelink.co.uk or calling: +44 (0)1353 699082

When you receive your renewal notice, you must provide us with details of any changes to the health of any insured person, persons to be covered or change in optional extensions required since your policy started or since the policy last renewed if you have held the policy for more than one year.

Changes to an insured person's health which we need to know about are:

- details of any new medical conditions an insured person has been diagnosed with; or
- changes in diagnosis of any existing medical condition; or
- changes in the treatment (including changes in medication) an insured person is receiving for any existing medical condition.

#### PART 7 - HOW TO MAKE A **COMPLAINT**

Our aim is to provide all insured persons with a high quality service at all times, although we do appreciate that there may be instances where an insured person feels it is necessary to lodge a complaint.

If any insured person wishes to complain, please note the 3 steps below, along with the relevant contact details for each

Please take special note however that should an insured person wish to direct his/her complaint directly to Lloyd's in the first instance, he/she may do so by using the contact information referenced in Step 2 below.

In the first instance, if the complaint does not relate to a claim please direct it to:

Globelink International Travel Insurance Consultants Ltd Correspondence: Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex, SS14 3HJ

Phone: +44 (0)1353 699082 Email: Globelink@globelink.co.uk

Office hrs: 9am to 5pm GMT Mon-Fri (excludes public

holidays).

If the complaint relates to a claim, please direct it to:

Rightpath Claims Please Quote SCHEME CODE: A01131 PO Box 6053, ROCHFORD. SS1 9TT Telephone: +44 (0) 208 667 1600

Email: claim@rpclaims.com

#### Step 2:

Should an insured person remain dissatisfied with the outcome of his/her complaint from Globelink International or Rightpath Claims (as appropriate) his/her legal rights are not affected, and he/she may refer the complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's

Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, United Kingdom

Tel: +44 (0)20 7327 5693 / Email: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at the website noted above. Alternatively, an insured person may ask Lloyd's for a hard copy.

#### Step 3:

If an **insured person** remains dissatisfied after Lloyd's has considered his/her complaint, he/she may have the right to refer his/her complaint to a local ombudsman or dispute resolution body within the European Economic Area. Further details are available at www.fin-net.eu. Alternatively, an insured person may be entitled to refer his/her complaint to the United Kingdom Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service Exchange Tower,

London, E14 9SR

Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).

Tel: 0300 1239 123 (normally charged at the same rate as 01/02 on mobile phone tariffs).

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

Alternatively, if an **insured person** lives in the European Economic Area (EEA) and if you purchased your insurance online\*, please note that the insured person can, if he/she wishes, also submit his/her complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the EEA, who have bought goods or services online, get their complaint resolved. The ODR Platform can be accessed by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect an insured person's right to submit his/her complaint following the process above. Please note that under current rules the European Commission will ultimately redirect the complaint to the relevant ADR body detailed above.

\* Note: "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

#### PART 8 - LEGAL, REGULATORY AND OTHER INFORMATION

#### **Data Protection**

Any information provided to us by you or any other insured person or regarding you or any other insured person will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing such information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998 you and any other insured persons are entitled to receive a copy of the information we hold about you or any other insured person. A fee may be charged for this. Such requests should be made to:

The Data Protection Officer

#### **Canopius Managing Agents Limited**

Gallery 9, One Lime Street

London, EC3M 7HA, United Kingdom.

Any information you or any other insured person gives us will be used by **us** and **we** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about your insurance application, and any claims made under this insurance, may be exchanged between insurers.

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at: Wycliffe House, Water Lane

Wilmslow, Cheshire, SK9 5AF United Kingdom Tel No: 0303 123 1113 or 01625 54 57 45

Email: casework@ico.org.uk

#### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. Insured persons may be entitled to compensation under the scheme if we are unable to meet our obligations to any insured person under this contact. Further information can be obtained from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, United Kingdom Tel: +44 0 800 678 1100 (freephone) or +44 0 20 7741 4100. Website: www.fscs.org.uk)

#### **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### **Rights of Third Parties**

A person 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.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

#### Applicable Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

#### **PART 9 - GENERAL DEFINITIONS**

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in this policy, in **your Validation Certificate**, or in endorsements, and are shown in bold print.

#### Active war means

the active participation in a **war** by an **insured person** who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

#### **ASUA** means

All Seasons Underwriting Agencies. Authorised and regulated by the Financial Conduct Authority. Firm reference 308488.

#### **Baggage** means

luggage, clothing, personal effects, valuables and other articles (but excluding business equipment, ski equipment, golf equipment, personal money, documents of any kind) which belong to an insured person (or for which

an **insured person** is legally responsible) which are worn, used or carried by an **insured person** during any **trip**.

#### **Bodily injury means**

an identifiable physical injury, occurring during a **trip** undertaken during the **period of insurance**, caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to severe weather conditions.

#### **Canopius Managing Agents Limited means**

Canopius Managing Agents Limited, registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Ref. 204847.

#### Close business associate means

any person whose absence from business for one or more complete days at the same time as an **insured person's** absence prevents the proper continuation of that business.

#### Close relative means

mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée.

#### **Curtailment / Curtail means either:**

abandoning or cutting short the trip by direct early return to an insured person's home area, in which case claims will be calculated from the day the insured person returned to his/her home area and based on the number of complete days of an insured person's trip which he/she has not used, or attending a hospital outside an insured person's home area as an in-patient or being confined to an insured person's accommodation abroad due to compulsory quarantine or on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital or confined to his/her accommodation and based on the number of complete days for which an insured person was hospitalised, quarantined or confined to the insured person's accommodation. Cover only applies to ill/injured persons.

#### **Excess means**

the amount an **insured person** will have to pay towards the cost of each claim under the insurance.

#### Family cover means

up to two adults and any number of their children, step children or foster children aged under 18, accompanying the parents or legal guardian insured on the same **Validation Certificate**, travelling on any **trip** to the same destination. Children under 16 are only insured when travelling with one or both of the insured adults, (or accompanied by another responsible adult) but under annual multi trip cover either adult is also insured to travel on their own.

#### **Globelink International** means

Globelink International Travel Consultants Ltd. Authorised and regulated by the Financial Conduct Authority. Firm Ref. 300144.

#### Golf equipment means

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

#### **Home** means

an **insured person's** normal place of residence in his/her **home country**.

#### Home area means

for residents of the **United Kingdom** excluding Channel Islands and the Isle of Man, the **United Kingdom** excluding Channel Islands and the Isle of Man.

For residents of the Channel Islands and the Isle of Man, either the Channel Islands or the Isle of Man depending on where an **insured person's home** is.

For residents of the European Economic Area, an **insured person's** country of residence in the European Economic Area.

#### Home country means

The **United Kingdom**, European Union or European Economic Area country in which an **insured person** is legally resident.

#### **Insolvency** means

An event causing the cancellation of all or part of an **insured person's trip** happening after **you** purchased this insurance which results in the company organising or promoting the **special event** no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or reenactment of that Act or a similar legal action because of debt under the jurisdiction of a competent court in another country.

#### **Insured couple** means

An **insured person** and his/her partner whose names appear on the **Validation Certificate** who are travelling to be married or to enter into a civil partnership.

#### **Insured person means**

Each person travelling on a **trip** whose name appears in the **Validation Certificate**. For the purpose of Section Q only it means each person travelling to be married or to enter into a civil partnership whose names appear in the **Validation Certificate**. **Insured persons** are not party to this insurance contract which is solely between **you** and **us**.

#### Loss of limb means

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

#### Loss of sight means

Total and irrecoverable loss of sight which shall be considered as having occurred:

- In both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### **Medical condition** means

any disease, illness or injury.

#### **Medical practitioner** means

a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to an **insured person** or any person who an **insured person** is travelling with.

#### **Nuclear risks** means

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### Organiser means

The **insured person** who on behalf of any school, college, university or other group is acting as party leader or other principal person of the whole group booking and is included on the list of **insured persons** on the **Validation Certificate** and also included on the tour operator booking, and without

whom the **trip** would not be able to take place or to continue to normal completion.

#### **Outward journey** means

the journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **trip** from an **insured person's home** address in his/her **home country**.

#### Period of insurance means

#### 1. <u>if annual multi trip cover is selected:</u>

the period for which we have accepted the premium as stated in the Validation Certificate. During this period any trip not exceeding 31 days (or as otherwise shown in the Validation Certificate) is covered, but limited to 17 days in total in each period of insurance for winter sports (provided you have paid the appropriate winter sports premium to include this cover where required). Under these policies Section A - Cancellation cover will be operative from the date stated in the Validation Certificate or the time of booking any trip (whichever is the later date) and terminates on commencement of any trip.

#### 2. <u>if single trip cover is selected:</u>

the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Validation Certificate**. Under these policies Section A - Cancellation cover will be operative from the time **you** pay the premium.

#### 3. in respect of one way trips:

all insurance cover shall cease 72 hours after the time an **insured person** first leaves the immigration control of his/her final destination country or at the expiry date of **your** insurance whichever is the sooner. The final destination country will be treated as the **insured person's home area** and cover under this insurance will be applied accordingly.

#### Permanent total disablement means

loss of physical and/or mental ability through **bodily injury** to the extent that an **insured person** will be unable to do the material and substantial duties of any occupation to which they are suited by means of training, education or experience ever again. The material and substantial duties are those that are normally required for, and form a significant and integral part of, the performance of any occupation that cannot reasonably be omitted or modified. Occupation means any trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **medical practitioner** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when cover under this policy ends or an **insured person** is expected to retire.

#### Personal money means

bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, prepaid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

#### Pre-existing medical condition means

- any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy or cancer for which an insured person has ever received treatment (including surgery, tests or investigations by a medical practitioner and prescribed drugs or medication).
- any medical condition for which an insured person has received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months.

- any medical condition for which an insured person is taking prescribed drugs or medication.
- any medical condition for which an insured person has received a terminal prognosis.
- e) any **medical condition** an **insured person** is aware of but for which he/she has not had a diagnosis.
- any medical condition for which an insured person is on a waiting list or has knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

#### **Public transport means**

any publicly licensed aircraft, sea vessel, train, coach or bus on which an **insured person** is booked or had planned to travel.

#### Secure baggage area means

any of the following, as and where appropriate:

- a) the locked dashboard, boot or luggage compartment of a motor vehicle
- the locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- the fixed storage units of a locked motorised or towed caravan
- a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

#### Single parent cover means

one adult and any number of his or her children, step children or foster children aged under 18 accompanying the adult insured on the same **Validation Certificate**, travelling on any **trip** to the same destination. Children under 16 are only insured when travelling with the insured adult, but under annual multi trip cover the adult is also insured to travel on their own.

#### **Ski equipment** means

skis (including bindings), ski boots, ski poles and snowboards (including bindings) and any other items deemed as specific and required for the participation in winter sports activities.

#### **Terrorism** means

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

#### **Ticket costs means**

the face value of the ticket as printed on the ticket including any booking or administration fees printed on the ticket or for which a receipt or evidence can be provided.

#### **Trip** means

any holiday, business or pleasure trip or journey made by an insured person within the area of travel shown in the Validation Certificate which begins and ends in an insured person's home area during the period of insurance.

If annual multi trip cover is selected any **trip** not exceeding 31 days is covered (unless otherwise shown in the

Validation Certificate), but limited to 17 days in total in each period of insurance for winter sports (provided you have paid the appropriate winter sports premium to include this cover where required). Each trip under annual multi trip cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each trip. Any trip solely within an insured person's home area is only covered where an insured person has pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee, whether single trip or annual multi trip cover is selected. Where we have agreed to cover an insured person's medical condition, this applies to each trip during the period of insurance.

#### **Unattended means**

when an **insured person** is not in full view of and not in a position to prevent unauthorised interference with an **insured person's** property or vehicle.

#### **United Kingdom** means

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

#### Validation Certificate means

the document showing details of **your** cover and cover for any other **insured persons**.

#### Valuables means

jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including MP3/4 players, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

#### **Vermin** means

rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

#### War means:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism, or
- any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

#### We/Us/Our means

Lloyd's Syndicate 4444, managed by **Canopius Managing Agents Limited**.

#### Winter sports means

Any activity as listed in Appendix B and for which **you** have paid the additional premium where required as confirmed on **your Validation Certificate**.

#### You/Your means

the person/s named as **insured persons** on the **Validation Certificate**.

#### Appendix A - Included Sports & Activities

We will not pay for claims arising directly or indirectly from:

1. Professional sports or entertaining:

An insured person's participation in or practice of any professional sports or professional entertaining.

2. Other sports or activities:

An **insured person's** participation in or practice of any other sport or activity, manual work, driving any motorised vehicle in motor rallies or competitions or racing unless:

- a) specified in the lists under this Appendix A below or
- b) shown as covered in **your Validation Certificate** when the additional premium is paid to extend policy cover for specified activities.

If an **insured person** is going to take part in any activity which may be considered dangerous that is not detailed below please contact the person/company who sold **you** this policy who will contact **us** to see if **we** can provide cover.

When undertaking any of the activities shown in the tables below an **insured person** must ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets etc.) is worn at all times.

Please note that under Section H (Personal Liability) an **insured person** will not be covered for liability caused directly or indirectly by the **insured person** owning or using any animals, aircraft, firearms or weapons of any kind; or the ownership or use of any vehicle, watercraft or leisure equipment that is motorised or mechanically or jet propelled.

All activities below are covered as standard within all policies subject to the terms, conditions and exclusions within this policy.

Below are the list of Activities and the Category under which they are classified in this policy. All Activities are subject to the terms, conditions and exclusions within all policies and restrictions apply to some Activities. An additional premium is required to cover any Activity listed in Category 3 and 4.

#### **ACTIVITY CATEGORY 1**

Below is the list of Activities in Category 1 that will be covered as standard within all policies subject to the terms, conditions and exclusions within this policy. Please note restrictions apply to Activities marked with an asterisk or asterisks. Activities marked with (\*) and have NO cover under "Section H" – Personal Liability. Activities marked with two asterisks (\*\*) have NO cover under "Section C – Personal Accident".

ACTIVITY CATEGORY 1  Activities marked with '*' have NO cover under Section H – Personal Liability. Activities marked with '**' have NO cover under Section C – Personal Accident Cover		
Aerobics	Amateur Athletics (track and field)	Archery
Assault Course	Badminton	*Banana Boating / Water Sled (Only as a passenger with no right of control)
Baseball / Basketball	Beach games (Volley Ball, beach mini golf, Frisbee, boules, petanque)	Billiards/Snooker/Pool
*Black water rafting / Cave Tubing Only as a passenger with no solo right of control. (up to max Grade 3 Waters only)	Blade Skating	Body Boarding / Boogie Boarding
Bowls	**Bungee Jumping (Only as short duration incidental day excursion with licensed public hirer).	Canoeing / Kayaking (Inland & coastal waters only. Up to grade 2 waters)
**Clay Pigeon Shooting (must be adequately supervised and as part of organised activity instructed by professional organisers & within organisers guidelines)	Cricket	Croquet
Curling	Cycling (on road / no racing)	Deep Sea Fishing
*Dinghy Sailing (small non-motorised hand/foot/sail propelled watercraft with a max 4 person capacity. Inland & coastal waters only. Max grade 2 waters only.	**Falconry	Fell Walking/Running
Fencing	Fishing (course fishing / Angling)	Fives
Flying as a fare paying passenger in a fully licensed passenger carrying aircraft	Football/soccer (amateur only)  Golf	
*Glass Bottom Boats/Bubbles (Only as a passenger with no right of control).	*Go Karting (Excludes Super-Karts. Only as a short duration incidental day activity with a licensed Handball	

	public hirer, instructed by professional organisers and within organisers guidelines).	
Hiking/Walking up to 2,500 metres (recognised trails and man-made roads).	Hurling (amateur only and not main purpose of <b>trip</b> )	Jogging
Korfball	Lacrosse	Lapland Activates (Husky/Reindeer Ride, *Snowmobile, *Sledging, Short 3 Days Trips) Excludes Bobsleighs.
Marathon Running	Netball	Octopush
Orienteering (no climbing)	Racket Ball	Rambling
Refereeing (amateur only)	Ringo	Roller Skating/Blading/In Line Skating
Rounders	*Rowing / *River Canoing	Running (non-competitive recreational)
*Sail Boarding (inland & coastal waters only	Skateboarding	Sledging (not on snow)
Snorkelling	Softball	Spear Fishing (without tanks)
Squash	*Surfing No Competitions. Inland and Coastal waters only.	Swimming
Swimming with Dolphins	Swimming/Bathing with Elephants	Sydney Harbour Bridge
Table Tennis	Ten Pin Bowling	Tennis
Trampolining	Track Events	Tree Canopy Walking
Trekking up to 3,500 metres above sea level (on organised tours and recognised routes, <b>not</b> involving any technical climbing. Search & Rescue for medical reasons only.	Triathlon	Tug of War
Volleyball	Wake Boarding	Water Polo
Whale Watching	White Water Rafting only Inland and coastal waters and only as a passenger with no solo right of control Up to Grade 3 water only.	*Wind Tunnel Flying (pads and helmets to be worn)
**Wind Surfing/Sailboarding only Inland and coastal waters and only as a passenger with no solo right of control Up to Grade 3 water only.	Zip Lining (Safety Harness must be worn)	**Zorbing/Hydro Zorbing/Sphering

#### **ACTIVITY CATERGORY 2 (Subject to a £150 Excess)**

Below are the list of Activities in Category 2 that will be covered as standard within all policies subject to the terms, conditions and exclusions within this policy and an excess of £150 applies. Please note restrictions apply to all Category 2 Activities and all Activities shown have NO cover under "Section C – Personal Accident" and NO cover under Section H – Personal Liability and are subject to an Excess of £150. All activities will be subject to the terms, conditions and exclusions within this policy.

ACTIVITY CATEGORY 2 (Subject to an Excess of £150)  NO cover under Section C – Personal Accident <u>and</u> Section H – Personal Liability and are subject to an Excess of £100.			
Abseiling (within organisers guidelines)	Administrative or Clerical Occupations	Archaeological Digging	
BMX Riding (up to Grade 2 slopes)	Camel Riding	Catamaran Sailing (Territorial waters only)	
Clerical work	Elephant Riding/Trekking	Gymnastics	
Heptathlon	Hot air Ballooning (organised one day excursion pleasure rides only as fare paying passenger. Not as a pilot or ballooning safaris)	Horse Riding (excluding competitions, racing, jumping and hunting)	
Hovercraft Passenger	Jet Boating (no racing. Only as a short duration incidental day excursion with a licensed public hirer. Inland & coastal waters only).	Jet Skiing (No racing. Only as a short duration incidental day excursion with a licensed public hirer. Inland & coastal waters only).	
Judo (Training only & no contact).	Kung Fu (Training only & no contact).	Karate (training only & no contact)	
Manual Occupations including Voluntary Work (only at ground level and involving no more than hand tools)	Martial Arts (Training only & no contact).	Motor Cycling (Max 250cc. Safety helmet must be worn. No off road.	
Paintballing/War Games(wearing eye protection)	Parascending (must be licensed operator with professional guide and only in EU, EEA, USA, Canada, Australia & New Zealand.	Pony Trekking wearing protective gear	

Power Boating (no racing and non-competitive)	Safari Trekking (must be organised tour)	Sailing/Yachting (includes amateur racing competitions, inland and territorial waters only)
Sand Boarding	Sand Dune Surfing / Sand skiing	Sand Yachting (no racing)
Diving to maximum depth of 30 metres (Providing PADI/BSAC Certificate of Proficiency held, or with a qualified instructor where diving up to 9 metres only). Subject to endorsement in Appendix C	Street Hockey	Students working as counsellors or university exchanges for practical course work (manual work at ground level using no more than hand tools)
Tall Ship Crewing (no racing)	Volunteer Work (includes manual work at ground level using no more than hand tools)	War Games / Paint Balling (wearing eye protection)
Water Skiing/Water Ski Jumping	Working Abroad (Includes Volunteer work / manual work at ground level using no more than hand tools)	

#### **ACTIVITY CATEGORY 3 (subject to a £300 Excess)**

Below are the list of Activities in Category 3 that will be covered under **Your** insurance policy if **You** have paid the appropriate additional premium and this has been noted on **Your Validation Certificate**, subject to the terms, conditions and exclusions within this policy. Please note the restrictions that apply to individual Activities and note that the following restrictions apply to all Activities shown below: All Activities have NO cover under "Section C – Personal Accident" <u>and</u> NO cover under "Section H" – Personal Liability."

ACTIVITY CATEGORY 3 (subject to an Excess of £300).  NO cover under Section C – Personal Accident <u>and</u> NO cover under Section H – Personal Liability		
Black Water Rafting (Grade 4. Only as a passenger with no solo right of control.)	Boxing / Kick Boxing	Canoeing / Kayaking (Inland & coastal waters only.Up to grade <b>3</b> waters)
Dry Skiing	Heli skiing/Boarding (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand. Within organisers guidelines and only as part of a pre-paid excursion led by professional guides/organisers)	Hockey (Protective head gear to be worn)
Kite Surfing (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand. Within organisers guidelines and only as part of a prepaid excursion led by professional guides/organisers)	Mountain Biking / Cycling off road (wearing a helmet and no racing)	Paragliding (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand. Within organisers guidelines and only as part of a prepaid excursion led by professional guides/organisers)
Quad Biking (wearing a helmet and no racing)	Rock Climbing (not Mountain Climbing)	Rugby Amateur (Union/League))
Small Bore Target/Rifle Range Shooting (within organisers guidelines)	White Water Rafting Grades 4 & 5. Only as a passenger with no solo right of control.	Weight Lifting (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand. Within organisers guidelines and only as part of a prepaid excursion led by professional guides/organisers)

#### **ACTIVITY CATEGORY 4 (subject to a £500 Excess)**

Below are the list of Activities in Category 4 that will be covered under Your insurance policy if You have paid the appropriate additional premium and this has been noted on Your Validation Certificate, subject to the terms, conditions and exclusions within this policy. Please note the restrictions that apply to individual Activities and note that the following restrictions apply to all Activities shown below: All Activities must be carried out within organisers guidelines and will only be covered as part of a prearranged/organised activity led or instructed by professional guides or organisers. All Activities have NO cover under "Section C – Personal Accident" and NO cover under "Section H – Personal Liability."

ACTIVITY CATEGORY 4 (subject to an excess of £500) Only when carried out within organisers guidelines and only covered as part of an organised activity led or instructed by professional guides or organisers NO cover under Section C – Personal Accident <u>and</u> Section H – Personal Liability.		
Canyoning	Cave Diving	Flying - recreational flying as a pilot (if current appropriate licence held)
Gliding (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand	Hang Gliding (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.	High Diving
Ice Hockey	Luging/Taboganing (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.	Parachuting (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.

Polo	Pot Holing (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.	Scuba diving up to max 50metres. Providing PADI/BSAC Certificate of Proficiency held otherwise no cover. Subject to endorsement in Appendix C
Shooting/Hunting (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.	Sky Diving (with licensed operator in EU, EEA, USA, Canada, Australia and New Zealand.	

#### APPENDIX B - WINTER SPORTS COVER Extension (included activities)

Below are the list of activities included under the Winter Sports Cover Extension that are covered as standard within all policies, subject to the terms, conditions and exclusions within this policy. Please note however that the following restrictions apply: Activities marked with three asterisks (\*\*\*) have NO cover under Section H Personal Liability and must be carried out within organisers guidelines and will only be covered as part of an pre-arranged/organised activity led or instructed by professional guides or organisers. In addition to the above restriction, Husky Dog Activities have NO cover under Section C Personal Accident.

ACTIVITY - WINTER SPORTS COVER EXTENTION  Activities marked with *** are only covered when within organisers guidelines and only covered as part of an organised activity led or instructed by professional guides or organisers			
Air-Boarding Big Foot Skiing Blade Skating			
Curling	Cross Country Skiing (recognised paths)	Downhill Skiing/Snowboarding	
Dry Slope Skiing/Walking	Glacier Walking		
*** Husky Dog (No Personal Accident Cover under Section C, or Personal Liability Cover under Section H)	Ice Cricket	*** Ice Go Carting (No Personal Liability Cover under Section H)	
Ice Skating	Ice Windsurfing	Kick Sledging	
Langlauf	Mono Ski	Nordic Skiing (recognised paths)	
Ski Blading	Ski Boarding	Ski Randonnee	
Ski Run Walking	Ski Swimming	Ski Touring	
***Sledging/Sleigh-riding as a passenger pulled by any animal (No cover under Section H Personal Liability)	Snow Blading	*** Snowcat Skiing (No Cover under Section H Personal Liability)	
***Snowmobiling / Skidooing (no Personal Liability Cover under Section H)	Snow Shoe Walking	***Snow Tubing (no cover under Section H Personal Liability)	
Snow Zorbing	Winter Walking (using crampons and ice picks only)		

If the Activity you wish to undertake during a trip is not listed in the above tables, please contact Globelink at globelink@globelink.co.uk or call +44 (0)1353 699082 and they will advise whether or not the activity can be included under your policy and if any additional premium will be required

#### **Appendix C - Scuba Diving Endorsement**

This insurance is extended to cover the **insured person** whilst engaging in underwater activities requiring the use of artificial breathing apparatus (scuba) subject to the **insured person** being approved as medically fit to dive by the person or company who/which has organised the diving, and subject otherwise to all terms, conditions, exclusions and limitations of this insurance. **What is not covered:** 

#### This insurance does not cover claims directly or indirectly arising from, happening through or as a result of:

- 1. Diving by persons not holding a recognised certificate for the type of diving being undertaken, or not under professional instruction.
- Diving without proper equipment and/or contrary to codes of good practice according to bona fide organisations such as PADI or BSAC.
- 3. Diving to depths greater than 30 metres (or 50 metres if additional premium paid).
- 4. Solo diving or night diving or specifically organised cave diving or diving for hire or reward.
  - 4. Flying within 24 hours of last dive or diving whilst suffering from a cold, influenza, infection or obstruction of the sinuses or ears.
- 6. Diving by persons aged under 12 years of age or over 65.