

Keep this booklet for reference



# Fly-sure

## **Holiday Travel Insurance Scheme for Airline Personnel and Their Families**

**Arranged by Marcus Hearn  
Marcus Hearn House, 65-66 Shoreditch High Street, London E1 6JL**

This insurance policy is administered by  
FirstAssist Insurance Services Limited and is  
underwritten by Great Lakes Reinsurance (UK) PLC.



about this insurance policy



FirstAssist Insurance Services Limited  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey SM1 1DU

**1. What is this Keyfacts document?**

This is a summary of the policy cover for Fly-sure travel insurance and it does not include the full terms and conditions of the contract, which can be found within the policy document.

**2. Who is providing this insurance?**

This insurance policy is administered by FirstAssist Insurance Services Limited and is underwritten by Great Lakes Reinsurance (UK) PLC.

**3. What type of insurance policy is this?**

This is a travel policy that, subject to the terms, conditions and exclusions contained in the Policy Document, will meet certain costs that might arise during the course of your travels.

**4. What are the significant features and benefits of this policy?**

**Personal possessions and personal money**

Benefits	Excess	Limit	Policy Reference
If your personal baggage is lost, stolen or damaged we will cover the cost of replacement (less wear, tear and depreciation).	£65*	£1500 Possessions	Section 1
Cost of purchasing essential items if the carrier has misplaced or delayed the insured person's personal baggage for more than 12 hours.		£100 Delayed Baggage	
Additional travel & accommodation costs whilst obtaining replacement passports, which have been lost during the trip.	(No excess applies to Delayed Baggage)	£250 Passport	
Your money if accidentally lost or stolen during a trip. (From your person or a locked safe or safety deposit box.)		£250 Money	

**Significant or Unusual Exclusions or Limitations**

- Limited to £150 per single item, pair or set of items and £250 for valuables
- You must report the loss to the police within 24 hours and obtain a written report or a Property Irregularity Report from the carrier if your belongings are lost or damaged in transit
- Excluding:
  - loss of or damage to property shipped as freight
  - claims where you do not take reasonable precautions to prevent a claim
  - theft of valuables from unattended vehicles
  - baggage from unattended vehicles unless out of sight
  - any losses from unattended vehicles between 10pm and 8am

## Medical & Other Expenses

Benefits	Excess	Limit	Policy Reference
If during your journey you become ill have an accident or die we will make arrangements with the hospital regarding your treatment.	£65*	£5m.	Section 2
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"><li>You must contact the Emergency Assistance Service immediately on +44 208 763 3027 or your claim may be declined</li><li>Emergency dental treatment limited to £200</li><li>Excluding:<ul style="list-style-type: none"><li>costs incurred in the UK</li><li>any on-going pre-existing medical condition</li></ul></li></ul>			

## Cancellation or curtailment charges

Benefits	Excess	Limit	Policy Reference
If you have to cancel or cut short your holiday as a result of accidental injury or illness, death of a relative or close business associate or your redundancy.	£65* (£10 deposits)	£1000	Section 3
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"><li>Claims arising from any circumstances you knew about when booking the journey which indicated you might need to cancel</li><li>An pre-existing medical condition, which has not been notified to and agreed by us</li><li>Your disinclination to travel</li></ul> You must notify the 24 hour Medical Emergency Service before curtailing your holiday			

## Personal Accident

Benefits	Excess	Limit	Policy Reference
Cover for loss of life, limb or sight or permanent total disablement, as defined, which occurs during the journey caused solely by violent external means.	Nil	£15000	Section 4
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"><li>Reduced benefits for under 16's and over 65's</li></ul>			

## Personal Liability

Benefits	Excess	Limit	Policy Reference
If you accidentally injure somebody or damage their property, you will be covered for the third party costs you may be legally liable to pay	Nil	£2m.	Section 5
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"><li>Excludes any liability arising from:<ul style="list-style-type: none"><li>accidental injury to you, your family or travelling companions</li><li>loss of or damage to you or your family's property or that of your travelling companions</li><li>ownership or use of aircraft, motorised or mechanical vehicles of any kind, ships, boats or craft of any kind or animals</li></ul></li></ul>			

## Catastrophe cover

Benefits	Excess	Limit	Policy Reference
Additional accommodation and transport costs needed to move you to similar accommodation if you cannot use your booked accommodation as a result of fire, flood, earthquake or storm.	£65*	£1000	Section 6
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"><li>You must obtain prior authorisation from FirstAssist</li><li>You must obtain a letter from the police, accommodation provider or tour operator confirming that you could not use your accommodation</li><li>Excluding costs you have already recovered from your tour operator or anywhere else.</li></ul>			

<b>Legal Expenses</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Legal expenses to pursue compensation as a result of death, illness or injury against a third party as a result of an accident.	£100	£25,000	Section 7
<b>Significant or Unusual Exclusions or Limitations</b> <ul style="list-style-type: none"> <li>If any incident happens outside the European Community we will have complete control over the appointment of any legal representative.</li> <li>Excludes any claim: <ul style="list-style-type: none"> <li>where there is no prospect of a successful result</li> <li>not reported within 90 days of the event starting</li> <li>in respect of journeys within the UK</li> <li>in respect of damages or fines you have to pay.</li> </ul> </li> </ul>			

<b>Travel Delay</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
If booked transport on your outward journey is delayed for more 12 hours as a result of strike, industrial action, adverse weather conditions or mechanical breakdown of the aircraft, ship or train.	Nil	Up to £300 (£20 for first 12 hours £10 for each further 12 hour period)	Section 8
<b>Significant or Unusual Exclusions or Limitations</b> Excludes claims for delays caused by strike or industrial action which happened or were expected to happen before you booked your journey. Note: You must check-in and obtain written confirmation from your confirming the reason and period of delay.			

**Table 2 - Winter Sports Cover – You may include the following benefits on payment of an additional premium**

<b>Ski Equipment</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Accidental loss, theft or damage to ski equipment, less wear tear and depreciation.	As Section 1 above	£150	Section 1
<b>Significant or Unusual Exclusions or Limitations</b> As Section 1 above			

<b>Ski Hire</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Ski hire costs if your own equipment is lost or delayed in transit on your outward journey for at least 12 hours.	Nil	£150 (£10 per day)	Section 1
<b>Significant or Unusual Exclusions or Limitations</b>			

<b>Ski Pack</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Unused part of irrecoverable pre-paid ski pack costs if you fall ill or are injured during the trip and are unable to ski for at least 48 hours. (Ski pack = pre-booked lift passes, ski tuition and ski hire)	£65*	£200	Section 2
<b>Significant or Unusual Exclusions or Limitations</b> As Section 2 above <ul style="list-style-type: none"> <li>You must obtain a medical certificate to confirm you were unable to ski</li> </ul>			

**Table 3 Golf Cover You may include the following benefits on payment of an additional premium**

<b>Golf Clubs</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Cover if your golf clubs are lost, damaged or stolen and not recovered.	£65*	£1000	Section 1
Cost of hiring replacement golf clubs if your own golf clubs are lost, damaged or stolen.		£300 (£30 per day)	
<b>Significant or Unusual Exclusions or Limitations</b> As Section 1 above			

<b>Unused Green Fees</b>			
<b>Benefits</b>	<b>Excess</b>	<b>Limit</b>	<b>Policy Reference</b>
Cover for unused non-refundable green fees in the event of accidental injury or illness that prevents you from playing golf.	Nil	£300 (£75 per day)	Section 2
<b>Significant or Unusual Exclusions or Limitations</b> As Section 2 above			

\*Where an excess of £65 per insured person per claim is applied, this is limited to £130 where one claim relates to two or more members of the same family covered by this policy and living at the same address or where one incident results in a claim under two or more sections.

## 5. What are the significant exclusions and limitations?

1. Excluding claims where at the time of taking out this insurance:

- (a) The insured person is aware of any pre-existing medical condition or set of circumstances which could reasonably be expected to give rise to a claim.
- (b) Any insured person or any other person on whom the holiday depends, whose condition may give rise to a claim:
  - (i) has during the two years prior to the commencement of cover under this policy received or been referred for any treatment surgery, investigations or follow ups at any hospital, surgery or clinic any of the following medical conditions:
    - asthma (only where **you** have received inpatient treatment) bronchitis, any other lung or respiratory condition; cancer, any growth or form of malignancy, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, any mental or psychological condition; or
  - (ii) has any other medical condition that is ongoing or from which you have suffered symptoms requiring inpatient treatment during the two years prior to the commencement of cover under this policy and/or any trip; or
  - (iii) has ever had cardiovascular problems, or other heart condition, hypertension or any cerebrovascular problems that had occurred at anytime prior to the commencement of cover under this policy and/or prior to any journey.

We must be notified of any changes in circumstances of yourself or any person on whom the holiday depends occurring after the policy has been issued and prior to departure.

It is important that all material facts such as pre-existing medical conditions are disclosed to the underwriters, as failure to do so could prejudice any subsequent claim you may make.

2. You will not be covered if you:

- travel against the advice of your doctor;
- know you will need medical treatment while you are away
- travel specifically to get medical treatment while you are away
- have received a terminal prognosis
- are pregnant and expected to give birth before or within 14 weeks of the date of arrival home.

3. You must be a resident of the UK
4. The following activities are not covered by this insurance. Any professional sporting activity, any sporting activity except: surface water sports (except white-water canoeing), scuba diving to a depth of 30 metres (if **you** hold a certificate of proficiency or **you** are diving with a qualified instructor), golf, fell walking, fishing, parasailing (over water), pony trekking, rambling, tennis, badminton, squash, bowls, archery or beach games; any kind of racing except on foot; winter sports (except when an extra premium has been paid for this cover), **you** travelling on a motorcycle not wearing a helmet and on a motorcycle of more than 125cc unless the rider holds a valid licence which lets them ride a motorcycle more than 125cc, **you** taking part in manual work.
5. **You** must exercise reasonable care for the safety and supervision of your property.
6. The policy excludes the insured person's suicide, self-injury or deliberately putting themselves at risk (unless trying to save another person's life); being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction); the direct or indirect effect of using alcohol or solvents.
7. The policy excludes claims arising from any circumstances you were aware of at the start of the insurance period, unless we have been made aware of them and accepted them in writing.

#### **6. What is the duration of this policy?**

This insurance policy remains in force for 365 days from the commencement date.

The maximum duration of any one trip is 45 days, unless you have paid the extra premium to extend this to 90 days and this is shown either in an endorsement or on the certificate.

The policy excludes any **journey**:

- within the UK, and/or
- for business or employment purposes.

#### **7. What are the cancellation rights?**

If you are not happy with your policy you may return it to Marcus Hearn within 15 days of receipt and your premium will be refunded in full, provided no claims have been made and we receive your returned certificate, prior to the departure date. If you choose to cancel the policy outside this 15 day period no refund will be given.

#### **8. How do I notify you of a claim that I wish to make?**

If you wish to notify us of a claim, please contact us;

**... in writing** Write to the Fly-sure Travel Claims Department, Marcus Hearn, Marcus Hearn House, 65-66 Shoreditch High Street, London, E1 6JL.

**... by phone** Telephone 020 7739 3444

#### **9. How do I make a complaint about this insurance policy?**

This insurance policy is administered by FirstAssist Insurance Services Limited and is underwritten by Great Lakes Reinsurance (UK) PLC. FirstAssist is responsible for handling all complaints regarding this insurance policy.

If you wish to register a complaint, please contact Marcus Hearn:

**...in writing** Write to Marcus Hearn, Marcus Hearn House, 65-66 Shoreditch High Street, London E1 6JL.

**...by phone** Telephone 020 7739 3444

If your complaint is not resolved to your satisfaction, please then contact us:

**...in writing** Write to FirstAssist Insurance Services Ltd, Customer Relations Office, 1 Drake Circus, Plymouth PL1 1QH.

**...by phone** Telephone 0845 071 9069

If we cannot resolve your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service.

**10. Is Great Lakes Reinsurance (UK) PLC covered by the Financial Services Compensation Scheme (FSCS)?**

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN or by calling 0207 892 7300.

**This policy is for residents of the United Kingdom only and for travel from the United Kingdom only.**

## **Important - Your Policy**

**Please read the whole of this policy before you travel and make sure you understand exactly what is and is not covered. It is important because it contains information on how we will deal with your claim. If you have any questions or you want extra cover, please contact Marcus Hearn during working hours Monday to Friday 9am to 5pm on phone number 020 7739 3444.**

How your policy works - **Your** travel insurance policy, number PA12455863, is a contract between **you** and the **insurer**. **We** will pay for any claim **you** make which is covered by this policy and happens during the period of cover. **Your** policy does not cover all possible events and expenses. This policy is only valid when **you** have a certificate attached and the necessary premium has been paid.

Telling **us** about relevant facts - Before **you** travel **you** must tell **us** about anything which may affect **your** cover. If **you** are not sure whether something is relevant, **you** must tell **us** anyway. **You** should keep a record of any extra information **you** give **us**. If **you** do not tell **us** about something which may be relevant, **your** cover may be refused and **we** may not cover any related claims.

Policy excess - Under most sections of **your** policy, **you** will have to pay an excess. This means that **you** will be responsible for paying the first part of the claim for each incident. The amount **you** have to pay is the excess.

'Cooling-off' period - If this insurance cover is not suitable, return it, together with the certificate to Marcus Hearn within 15 days of receipt of this document and providing **you** have not already taken **your** trip or made a claim, **your** premium will be refunded in full. No refund of premium can be made after this date.

Period of Insurance - Cancellation cover as described in section 3 begins from the date **your** policy was bought. The cover for all other sections starts at the beginning of each **journey** as shown on **your** travel tickets or confirmation of booking and finishes at the end of each **journey** but, it will not be longer than the period for which the premium has been paid. All cover ends 12 months from the chosen commencement date.

Documents needed to claim - **You** may need to get some information about **your** claim while **you** are away. Please read the conditions and the individual sections of **your** policy for more information.

## **Medical Declaration**

This policy will not offer any cover, if **you** or anyone on whom the holiday depends:

- are travelling against the advice of a Medical Practitioner, or
- are travelling for the purpose of obtaining medical treatment abroad, or
- have received a terminal prognosis, or
- are pregnant and expected to give birth before or within 14 weeks of the date of arrival **home**.

Further to the above, no claim arising directly or indirectly from certain pre-existing medical conditions suffered by **you** or any person on whom the trip depends will be covered, unless **you** have declared that pre-existing medical condition to **us** and **you** have written confirmation from **us** confirming that **we** have accepted that condition.

To help **you** decide if **you** have a pre-existing medical condition to declare, please answer the following questions.

Have **you**, or any person on whom the holiday depends:

1. attended medical consultations or received, or been referred for, any treatment, surgery, investigation(s) or follow-ups at any hospital, surgery or clinic during the two years prior to the commencement of cover under this policy and/or prior to any trip, for any of the following medical conditions:
  - Asthma (only where **you** have received in-patient treatment), bronchitis, or any other lung or respiratory condition; or
  - cancer, any growth or form of malignancy; or
  - diabetes mellitus; or
  - epilepsy or fits; or
  - any kidney or bladder disorder; or
  - any mental or psychological condition?
2. any other medical condition:
  - that is on-going; or
  - from which **you** have suffered symptoms requiring in-patient medical attention or treatment during the two years prior to the commencement of cover under this policy and/or prior to any trip?
3. any cardiovascular problems (e.g. heart attack, angina, chest pain, palpitations, any other heart condition, hypertension (raised blood pressure), blood clots, raised cholesterol); or
4. any cerebrovascular problems (e.g. stroke, transient ischaemic attack, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any **journey**?

If **you** have answered “Yes” to any of the above questions, **you** must contact the Confidential Helpline on 0870 165 0549 to find out if cover can be granted.

An additional premium may be payable to cover your condition(s). Full documentation will be issued once you have been screened detailing what cover has been provided. Please note that any such additional medical cover is only valid if **you** have purchased a Flysure policy from Marcus Hearn.

If **you** do not comply **we** may at **our** option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

After **you** have paid for this policy, **you** must tell **us** if **your** health changes. **We** will then decide if **we** can provide **you** with cover on **your** existing terms. **We** may ask **you** to pay an extra premium, add special conditions to the policy or exclude cover for that medical condition.

If **we** cannot provide cover for the medical condition diagnosed after **you** paid for the policy, or if **you** do not want to pay the extra premium, **you** can call **us** and make a cancellation claim if **you** have booked and paid for a journey that **you** have not yet made. Or, **you** can cancel **your** policy and **we** will send **you** a pro-rata refund, as long as **you** have not travelled or made a claim.

**You** should also refer to the general exclusions on pages 23 and 24.

## Medical Referrals and Material Facts

It is important that any material fact such as pre-existing medical conditions are disclosed to **us**. **You** may telephone the medical Helpline on 0870 165 0549 between the hours of 8.00am to 8.00pm Mondays to Fridays and Saturday 8.00am to 7.00pm. **You** will be advised whether any special terms will be required. Failure to do so could well prejudice any subsequent claim which may be made.

A material fact is a fact likely to influence **us** in the acceptance or assessment of the insurance (for example, **your** state of health or that of a Close Relative). If **you** are in any doubt as to whether a fact is "material", then for **your** own protection it should be disclosed.

## Reciprocal Health Arrangement

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC) from **your** local Post Office. **You** can also apply online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers), by post or phone. This will entitle **you** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **you** make use of these arrangements or any other worldwide reciprocal health arrangement and **your** claim under section 2 is reduced, **you** will not have to pay any excess.

## Commitment to service

**We** aim to give all **our** customers a first class service. If **you** feel **we** have fallen short of **our** standards, **you** should first contact:

Marcus Hearn, 65-66 Shoreditch High Street, London E1 6JL. If **your** complaint relates to a claim under this insurance policy then **you** should contact:

FirstAssist Insurance Services Limited, The Customer Relations Office, 1 Drake Circus, Plymouth PL1 1QH. Telephone 0845 071 9069.

If **you** are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Financial Ombudsman Service (Insurance Division), South Quay Plaza, 183 Marsh Wall, London E14 9SR.  
Telephone: 0845 080 1800

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your Rights

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Governing Law

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the **UK**.

**We** have chosen Scottish Law to apply if **you** live in Scotland and English Law to apply if **you** live elsewhere in the **UK**.

## Who to contact if you need to claim

To claim, phone 020 7739 3444 between 9am and 5pm Monday to Friday and ask for a claim form or write to Marcus Hearn at Marcus Hearn House, 65-66 Shoreditch High Street, London E1 6JL.

**You** should fill in the form and send it to Marcus Hearn as soon as possible with all the information and documents **we** ask for.

If **your** claim is for **legal expenses** please telephone **our** Legal Expenses Claims Department on 0208 652 1313. or write to them at Travel Claims Legal Department, FirstAssist Insurance Services Ltd., Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

## What to do if you need medical treatment or you need to be sent home (repatriated) while you are abroad

See under the headings Medical emergency, repatriation and associated expenses - Section 2  
Cancellation or curtailment charges - Section 3 for more information

## FIRSTASSIST 24 HR SERVICE

24-hour medical emergency and repatriation service

**You** can use this service outside **your home country** and **Great Britain** during **your journey**.

If a medical problem happens contact **FirstAssist** as soon as possible by telephoning

Tel: UK (44) 20 8763 3027

Fax: UK (44) 20 8763 3035

For **your** protection **your** calls may be recorded and may be monitored

An on-line new case notification form is available on the **FirstAssist** website: [www.FirstAssist.co.uk](http://www.FirstAssist.co.uk).  
Click on Assistance services/Claims information.

For ongoing enquiries **you** can e-mail direct on [international.ops@FirstAssist.co.uk](mailto:international.ops@FirstAssist.co.uk)

Please give **FirstAssist your** age, policy number and certificate number and say that **you** are insured with Fly-Sure, through Marcus Hearn.

**FirstAssist's** doctors and nurses and other technical support staff are on call 24 hours a day throughout the year. They provide immediate help to anyone who contacts their 24 hour assistance line. The service is available if medically necessary and when **you** have a valid certificate. It includes:

- a guarantee to pay hospital or doctors' fees;
- help in different languages;
- repatriation arrangements to send **you home** by land, sea or air and if necessary a nurse or doctor to travel with **you**;
- necessary travel arrangements for other members of **your** party or next-of-kin (if it is covered under this policy); and
- an ambulance service to a hospital or nursing home or **your home** when **you** arrive in the **United Kingdom**.

## Geographical Area

Worldwide (excluding **Great Britain**).

## Definition of Words

Throughout this policy and certificate, the words and phrases listed below have the meanings given next to them when printed in bold.

**Accident** - an unexpected event causing physical bodily injury, resulting in total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, within a year of the event.

**Dangerous activity** -

- any professional sporting activity;
- any sporting activity except: surface water sports (except white-water canoeing), scuba diving to a depth of 30 metres (if **you** hold a certificate of proficiency or **you** are diving with a qualified instructor), golf, fell walking, fishing, parascending (over water), pony trekking, rambling, tennis, badminton, squash, bowls, archery or beach games;
- any kind of racing except on foot; or
- **winter sports** (except when an extra premium has been paid for this cover).

**You** may be able to cover yourself for an activity that is not listed by contacting Marcus Hearn. An extra premium may need to be paid.

**FirstAssist** - FirstAssist Insurance Services Limited.

**Great Britain** - England, Scotland, Wales, Northern Ireland and the Isle of Man.

**Home** - the place **you** usually live in the **United Kingdom**.

**Home country** - the country where **you** are registered for income tax purposes.

**Insurer** - Great Lakes Reinsurance (UK) PLC.

**Journey** - a holiday or trip that takes place during the period of cover which begins when **you** leave **home** and ends when **you** get back **home** or to a hospital or nursing home in the **United Kingdom**, whichever is earlier.

**Legal Expenses** - **Your** representatives' legal fees, expenses and other costs which **we** have agreed or the costs of any other parties involved in the legal proceedings if **you** have to pay those costs. This includes costs following an out of court settlement to which **we** have agreed.

**Pair or set** - a number of items of **personal possessions** (this does not include **ski equipment**) that belong together or can be used together.

**Personal money** - cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and not business purposes.

**Personal possessions** - each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your valuables** and passport) and **ski equipment** where cover is in place for **winter sports**.

**Redundancy** - loss of permanent paid employment (other than when **you** are self-employed) after a continuous working period of two years with the same employer, when **you** are over 18 and under 65 and which **you** were unaware of at the time of booking **your journey** or purchasing this policy whichever is later.

**Resident** - a person who has their main **home** in the **United Kingdom** and has not spent more than six months abroad during the year before the policy was bought.

**Ski equipment** - skis, poles, boots and bindings, snow boards or ice skates.

**Ski pack** - hired ski equipment, ski school fees and lift passes.

**United Kingdom** - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

**Valuables** - jewellery, watches, items made of precious metals or precious stones, furs, binoculars, telescopes, computer games; any kind of photographic, audio, video, computer, television, fax, phone or portable satellite equipment; films, tapes, cassettes, compact or computer discs and cartridges.

**We, our, us – FirstAssist.**

**Winter sports** - skiing and snow boarding.

**You, your** - each person who an insurance premium has been paid for as shown on the certificate.

## Section 1

**Personal possessions** and **personal money**- Section 1

For each **journey** - what each adult is covered for

- 1 Up to £1,500 in total, including cover for insured children under 16, for **your personal possessions** (this does not include **ski equipment**) that are lost, stolen, or misplaced on **your journey**.
- 2 Up to £100 in total for essential replacement items, if **your personal possessions** (this does not include **ski equipment**) are lost, misplaced or stolen on **your outward journey** for more than 12 hours from when **you** arrived at **your** destination.
- 3 Up to £250 towards the cost of additional travel and accommodation costs **you** have incurred outside the **United Kingdom**, whilst replacing **your** passport if it is lost on **your journey**.
- 4 Up to £250 for loss or theft of **your personal money**, including **personal money** belonging to children under 16 when held by an insured adult, while on **your journey**.

**Where cover is in place for winter sports:**

**Your ski pass** is included in the definition of **personal money**.

- 5 **We** will pay up to £150 in total for **ski equipment** owned or hired by **you** that is damaged, stolen, lost or destroyed on **your journey**.
- 6 **We** will pay £10 for each full 24-hour period up to £150 in total for necessary costs to hire **ski equipment** if **your** own is lost or stolen on **your outward journey** for more than 12 hours from when **you** arrived at **your** destination.  
Under 1 and 5 above it will be **our** decision to pay either:
  - the cost of repairing **your** items;
  - to replace **your** items; or,
  - the cost of replacing **your** items, less an amount for wear, tear and loss of value.

Where golf cover is in place:

**We** will pay up to £1,000 if during **your journey** **your** golf clubs are lost, damaged or stolen and not recovered.

**We** will pay up to £30 per day to a maximum of £300 in total, for the reasonable cost of hiring replacement golf clubs when **your** own equipment is lost, damaged or stolen.

For each **journey** - what each adult is not covered for

1, 4 and 5

- An excess of £65 for each incident claimed for under this section. Where an excess of £65 per insured person per claim is applied, this is limited to £130 where one claim relates to two or more members of the same family covered by this policy

1 and 5

- More than £150 for any single article, **pair or set** of any kind, whether jointly owned or not.
- More than the part of the **pair or set** that is stolen, lost or destroyed.
- More than £250 in total for **valuables**, whether jointly owned or not.
- Breakage of or damage to sports equipment while it is being used (this does not include **ski equipment**), fragile articles, works of art, paintings, sculptures, computer games, musical instruments, audio, video (this does not include camcorders), computer (this does not include lap top computers), television, fax, phone, portable satellite and scuba diving equipment and household goods unless the breakage or damage is caused by fire or accident to the vehicle in which they are being carried.
- Loss or damage due to the climate, wear and tear, reduction in value, moths or vermin.
- The cost of replacing or repairing false teeth.
- **Personal possessions** sent as freight (such as suitcases **you** send ahead of **you**).

3

- Any claim resulting from loss of passport not accompanied by a report from the consular representative confirming the date of loss, the date of notification of loss and the date on which a replacement passport was obtained.
- Any claim not accompanied by a police report within 24 hours of the incident.
- Claims arising from a **journey** solely within the **United Kingdom**.

1 and 5

- Loss or theft of, or damage to the following.
  - Films, tapes, cassettes, cartridges or discs, unless they were pre-recorded, in which case **we** will pay up to the replacement cost.
  - Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
  - Pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried by public transport.
  - Property specifically covered by other insurance.
  - **Valuables** left in a motor vehicle.
  - **Valuables** carried in suitcases, trunks or similar containers unless they are with **you** all the time.
  - **Valuables** unless they are with **you** all the time or locked in a safe or safety deposit box (if one is available) or locked in the accommodation **you** are using on **your journey**.
  - Contact or corneal lenses.
  - Bonds, share certificates, guarantees or documents of any kind.

- **Personal possessions** that are not with **you** all the time unless they are locked in the accommodation **you** are using on **your journey** or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle which has been broken into (no cover for any items stolen overnight between 10pm and 8am).

Claims will not be considered unless substantiated by an original sales receipt or original valuation for any item, **pair or set** exceeding £50. In respect of **valuables** (see definition above) claims will not be considered unless an original sales receipt or original valuation is provided.

4

- More than £250 in cash in total while on **you**, whether jointly owned or not.
- Compensation unless **you** can provide receipts of the amount **you** had from the place where **you** got the currency.
- Loss or theft of **personal money**, unless it is with **you** all the time, locked in a safe or safety deposit box (if one is available) or locked in the accommodation **you** are using on **your journey**.
- Loss caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency. Loss or theft of travellers' cheques where the place where **you** got them provides a replacement service. Travel tickets paid for using any airline mileage reward scheme.

In addition to the above, **you** are not covered for anything mentioned in the conditions or general exclusions.

## Medical emergency, repatriation and associated expenses - Section 2

If **you** are taken into hospital or **you** think **you** may have to come **home** early or extend **your journey** because of illness or **accident**, the emergency assistance company (see page 13) must be told immediately - see under the heading 'What to do if you need medical treatment or **you** need to be sent home (repatriated) while **you** are abroad for more information.

For each **journey** - what **you** are covered for

**We** will pay **you** or **your** legal representatives for the following necessary emergency expenses which **you** run up within six months of the incident for a **journey** outside **your home country** and **Great Britain** during **your Journey**.

- 1 Up to £5 million for reasonable fees or charges **you** run up for:
  - a medical, surgical, repatriation, hospital, nursing home or nursing services;
  - b reasonable extra transport and accommodation costs for **you** and one person who stays or travels with **you** or to **you** from the **United Kingdom** on medical advice;
  - c transporting **your** body or ashes to **your home** or **we** will pay up to £3000 for **your** funeral expenses, in the place where **you** die outside **Great Britain** or **your home country**.
- 2 Up to £200 for emergency dental treatment to relieve sudden pain.

Where cover is in place for **winter sports**:

**We** will pay up to £200 in total for losing part of **your** prepaid **ski pack**, if **you** cannot recover the loss from anywhere else, and **you** get written advice from a doctor that **you** cannot ski because of an injury or illness during **your journey**.

Where golf cover is in place

**We** will also pay up to £300 (£75 per day) for the unused green fees following an **accident** or illness when supported with a medical report from the treating medical practitioner to confirm **your** inability to play.

For each **journey** - what **you** are not covered for

1 and 2

- An excess of £65 for each incident claimed for under this section, unless **your** claim is reduced because **you** used a European Health Insurance Card (EHIC) within one of the European countries covered by the card or any other reciprocal health arrangement. In addition, Where an excess of £65 per insured person per claim is applied, this is limited to £130 where one claim relates to two or more members of the same family covered by this policy.
- The cost of replacing any medication **you** were using when **you** began **your journey**.
- Any claim arising from **you** suffering from or ever receiving treatment for a heart, respiratory or cancerous condition, high blood pressure, diabetes, epilepsy, Parkinson's disease, anaemia, cystic fibrosis or multiple sclerosis before **your** policy was bought, unless **we** agreed in writing.
- Extra transport and accommodation costs which are of a higher standard to those already used on **your journey**, unless **we** agree.
- Anything caused by:
  - **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
  - **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);
  - **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
  - the direct or indirect effect of **you** using alcohol or solvents;
  - **you** travelling on a motorcycle not wearing a helmet and on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc;
  - anything caused by you taking part in manual work, unless **we** agree in writing;
  - **you** taking part in any **dangerous activity** (unless an extra premium has been paid for this cover);
  - **you** or anyone on whom the holiday depends being pregnant and expected to give birth before or within 14 weeks of the date of arrival **home**.

1a

- Services or treatments **you** receive within **Great Britain** or **your home country**.
- Services or treatments **you** receive which the doctor in attendance and the emergency assistance company think can wait until **you** get back to **Great Britain** or **your home country**.
- In-patient treatment or repatriation which the emergency assistance company has not authorised.
- The extra costs of having a single or private room in a hospital or nursing home

- The cost of all treatment which is not directly related to the illness or injury that caused the claim.

1b

- **Your** burial or cremation within **Great Britain** or **your home country**.

2

- Replacing or repairing false teeth or artificial teeth (such as crowns).
- Dental work involving the use of precious metals.

**We** reserve the right to repatriate the insured person to the **UK** when in the opinion of the doctor in attendance and the **our** medical advisers the insured person is fit to travel.

Any expenses incurred as a result of a tropical disease where the recommended inoculations have not been undertaken.

Any additional costs arising from single or private room accommodation unless deemed necessary by the treating doctor.

From any condition specified in the Health Conditions specified on page 10.

In addition to the above, **you** are not covered for anything mentioned in the conditions or general exclusions.

## Cancellation or curtailment charges - Section 3

If **you** think **you** may have to cut **your journey** short (curtail), the emergency assistance company must be told immediately - see under the heading 'What to do if **you** need medical treatment or **you** need to be sent **home** (repatriated) while **you** are abroad' for more information.

For each **journey** - what **you** are covered for

**We** will pay up to £1,000 (this includes up to £100 for excursions) in total for **your** part of the costs of unused personal accommodation, transport charges and extra travel expenses which have been paid or where there is a contract to pay before **your journey** begins, which cannot be recovered from anywhere else.

Where cover is in place for **winter sports**:

**We** will pay under 1 below for **ski pack** deposits if **you** cannot recover the loss from anywhere else; or **We** will pay under 2 below up to £200 in total for losing part of **your prepaid ski pack**, if **you** cannot recover the loss from anywhere else, and **you** get written advice from a doctor that **you** cannot ski because of an injury or illness during **your journey**.

**We** will provide this cover in the following necessary circumstances.

- 1 If **you** cancel **your journey** before it begins because one of the following happens after the date **your** travel tickets or confirmation of booking were issued and on the date **your** policy was bought.
  - a The death, serious injury or serious illness of **you**, **your** husband or wife, someone **you** are travelling with, a relative, the person **you** are engaged to, a close business associate, who lives in the **United Kingdom** or a friend **you** were going to stay with.

- b **You** or someone **you** are travelling with is called for jury service in the **United Kingdom** or as a witness (but not as an expert witness) in a court in the **United Kingdom**.
- c **You** or someone **you** are travelling with is needed by the police following a burglary, or damage caused by a serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at **your home** or their **home** or usual place of business in the **United Kingdom**.
- d **Redundancy**.

2 If **you** cut short **your journey** (curtail) because of one of the following:

- a 1a, 1b or 1c above.
- b **You** are injured or ill and are in hospital for the rest of **your journey**.
- c Severe weather in the **United Kingdom** stops **you** from making **your** outward **journey** from the **United Kingdom**.
- d **Your** passport is lost after check-in at **your** departure point and stops **you** from making **your** outward **journey** from the **United Kingdom**.

**We** will calculate curtailment claims from the day it is necessary for **you** to return to the **United Kingdom** or **you** are hospitalised as an in-patient, for the rest of **your journey**. **We** will pay personal accommodation and extra travel expenses based on each 24-hour period **you** have lost. If **we** pay extra transport costs in the event of **your** repatriation, **your** unused travel tickets will then belong to **us**.

For each **journey** - what **you** are not covered for

- An excess of £65 (or £10 if **you** are only claiming for **your** lost deposit) for each incident claimed for under this section. Where an excess of £65 per insured person per claim is applied, this is limited to £130 where one claim relates to two or more members of the same family covered by this policy.
- Travel tickets paid for using any airline mileage reward scheme.
- Any claim arising from **you** suffering from or ever receiving treatment for a heart, respiratory or cancerous condition, high blood pressure, diabetes, epilepsy, Parkinson's disease, anaemia, cystic fibrosis or multiple sclerosis before **your** policy was bought, unless **we** agreed in writing.
- Anything caused by:
  - **you** being off loaded or denied boarding;
  - **you** not having the correct passport or visa;
  - any restriction caused by the law of any country or people enforcing these laws;
  - bankruptcy or liquidation of the company providing **your** transport or accommodation, their agents or any person acting for **you**;
  - anything the company providing **your** transport or accommodation' their agents, any person acting for **you** or **your** conference organiser is responsible for;
  - **your** vehicle being stolen or breaking down;
  - **you** not wanting to travel or not enjoying **your journey**;
  - riot, civil commotion, strike or lock-out;
  - **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
  - **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);

- **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
  - the direct or indirect effect of **you** using alcohol or solvents;
  - the death of any pet or animal.
- Any extra cancellation charges, because **you** did not tell the company providing **your** transport or accommodation, their agents or any person acting for **you**, as soon as you knew **you** had to cancel.
  - Cancellation because of **you** or anyone on whom the holiday depends being pregnant and expected to give birth before or within 14 weeks of the date of arrival **home** at the beginning of the **journey** (unless this was confirmed after the date **your** travel tickets or confirmation of booking were issued and at the date **your** policy was bought and is medically necessary).
  - Cutting short **your journey** unless the emergency assistance company has agreed.
  - Cutting short **your journey** because **you** or anyone on whom the holiday depends being pregnant and expected to give birth before or within 14 weeks of the date of arrival **home**.
  - Any costs when **you** do not get a medical certificate (from the doctor who treated **you** in the place where **you** were staying) which says it was necessary for **you** to come home early because of death, injury or illness. **Our** doctor must have agreed with the reason and that **you** were fit to travel.
  - The cost of **your** original pre-booked tickets if **you** have not used them and **we** have paid extra transport costs.
  - **You** are travelling on a motorcycle not wearing a helmet and on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc.
  - Anything caused by **you** taking part in manual work, unless **we** agree in writing.
  - Anything caused by **you** taking part in a **dangerous activity** (unless an extra premium has been paid for this cover).
  - Any claim unless:
    - **you** can produce either **your** boarding pass or a letter from the carrier confirming that **you** checked in with **your** passport;
    - **you** have written confirmation from the relevant authority, that **you** reported the loss and that every attempt was made to recover **your** passport;
    - **you** have written confirmation from **your** carrier that no reasonable alternative travel arrangement could be made.
    - from any condition specified in the Health Conditions specified on page 10.

In addition to the above, **you** are not covered for anything mentioned in the conditions or general exclusions

## Personal accident - Section 4

What **you** are covered for

**We** will pay **you** or **your** legal representative one of the following amounts for an **accident** which must be caused by something external and visible.

- 1 £15,000 for death. (**We** will not pay more than £1,500 if **you** are under 16 at the time of the **accident**).

- 2 £15,000 for total and permanent loss of sight in one or both eyes or total and permanent loss of use of one or both hands or feet.
- 3 £15,000 for a permanent physical disability as a result of which there is no work which **you** are able to do. If **you** are not in paid work, **we** will provide the same cover for any permanent disability which prevents **you** from doing all **your** usual activities.

Note: For persons aged over 65 years the death benefit is limited £1,500 and points 2 and 3 shall not apply.

What **you** are not covered for

Anything caused by:

- any **accident** that **you** suffer before **your journey** begins;
- **your** sickness, disease, physical or mental condition that is gradually getting worse;
- **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
- **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);
- **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
- the direct or indirect effect of **you** using alcohol or solvents;
- **you** travelling on a motorcycle not wearing a helmet and on a motorcycle over 125cc, unless the rider holds a valid licence which lets them ride a motorcycle of more than 125cc;
- **you** taking part in manual work, unless **we** agree in writing;
- **you** taking part in any **dangerous activity** (unless an extra premium has been paid for this cover).

**We** will not pay more than one of the benefits resulting from the same injury.

In addition to the above, **you** are not covered for anything mentioned in the conditions or general exclusions.

## Personal liability - Section 5

**If you are hiring a motorised or mechanical vehicle, while on your journey you must make sure that you get the necessary insurance from the hire company. We do not cover this under our policy.**

For each **journey** - what **you** are covered for

**We** will pay up to £2 million plus any other costs **we** agree to in writing that relate to anything **you** cause during **your journey** for which **you** are legally liable and results in one of the following:

- 1 Bodily injury of any person.
- 2 Loss of or damage to property which **you** do not own and **you** or any member of **your** family have not hired, loaned or borrowed.

- 3 Loss of or damage to the accommodation **you** are using on **your journey** that does not belong to **you** or any member of **your** family.

For each **journey** - what **you** are not covered for:

Any liability for bodily injury or loss of or damage to property that comes under any of the following categories:

- Something which is suffered by anyone employed by **you** or a member of **your** family or anyone travelling with **you** and is caused by the work they are employed to do.
- Something which is caused by something **you** deliberately did or did not do.
- Something which is caused by **your** employment or any member of **your** family's employment.
- Something which is caused by **you** using any firearm or weapon.
- Something which is caused by any animal **you** own, look after or control, except horses, domestic dogs and cats.
- Something which **you** agree to take responsibility for which **you** would not otherwise have been responsible for.

Any liability for bodily injury suffered by **you** or any member of **your** family

Compensation or other costs caused by **accidents** arising from **your** ownership or possession of any of the following:

- The use of any land or building except for the accommodation **you** are using on **your journey**.
- Motorised or mechanic vehicles and any trailers attached to them.
- Aircraft, motorised water craft or sailing vessels, except boats designed for and being used as accommodation **you** are using on **your journey**.

## Catastrophe – Section 6

For immediate advice and assistance contact the FirstAssist 24-hour assistance line on 020 8763 3027

What **you** are covered for

Up to £1,000 for extra accommodation and transport costs **you** need to pay to move to other accommodation of a similar standard to that **you** originally booked, if, as a result of fire, flood, earthquake or storm during **your journey you** cannot use **your** accommodation.

What **you** are not covered for

- An excess of £65 for each incident claimed for under this section. Where an excess of £65 per insured person per claim is applied, this is limited to £130 where one claim relates to two or more members of the same family covered by this policy.
- Compensation unless **you** get a letter from the company providing accommodation, police or **your** tour operators representative confirming that **you** could not use **your** accommodation.
- Compensation which **you** can get from the company providing accommodation, **your** tour operator or anywhere else.
- Any expense which **you** would normally have expected to pay during **your journey**.
- Anything which **FirstAssist** have not authorised.

## Legal Expenses - Section 7

What **you** are covered for

**We** will pay the **legal expenses** incurred by **you** or **your** representative, up to a limit of £25,000, in the pursuit of compensation and/or damages against a third party arising from or out of **your** personal injury or death as a direct result of an **accident**, provided that **we** shall have complete control over the legal proceedings and the appointment and control of any legal representative.

What **you** are not covered for

**We** will not pay for:

- The first £100 per insured person per claim.
- Anything specifically excluded from cover as detailed in the policy exclusions section of this policy.
- **Legal expenses** incurred prior to the granting of support by **us**.
- Any claim reported more than 90 days after the start of the event giving rise to such a claim.
- Any claim where, in **our** opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
- Damages or fines **you** have to pay.
- Claims arising from a **journey** solely within the **United Kingdom**.
- Any claim arising from **your** business or professional activities.
- Any **legal expenses** which are dependent on the successful outcome of the case
- **Legal expenses** incurred in relation to a dispute between **you, us, the insurer** or **our** agents other than as detailed under the Arbitration clause below.

Notification

1. **You** must inform **FirstAssist** by filling in a claim form within 90 days of the commencement of the event giving rise to the claim.
2. **You** must give **FirstAssist** a full and truthful account of the details of **your** claim. Until **you** have told **FirstAssist** about the claim and **FirstAssist** has given its agreement, **we** will not be responsible for any **legal expenses**.

Selection of the appointed representative

- Outside the European Union, **FirstAssist** have complete control over the legal proceedings and the selection, appointment and control of any appointed representatives.

Arbitration

If there is a dispute between **you** and **us** or the **Insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister whom **you** and **FirstAssist** agree to. If **FirstAssist** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation) will choose the arbitrator. The side that loses the arbitration will pay the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose or are asked to pay a share of the costs, those costs will not be covered under this policy.

Co-operation

**FirstAssist** must be able to contact the appointed representative. **You** and the appointed representative must co-operate with **FirstAssist** and tell **FirstAssist** about developments concerning **your** case. **FirstAssist** must be able to have access to the appointed representative's files if **FirstAssist** requests this.

### Settlement

**You** must tell **FirstAssist** if an offer is made to settle the legal proceedings. **You** must not negotiate or agree to settle the dispute without having **FirstAssist's** agreement beforehand. If **you** do not accept a reasonable offer, **we** may not continue to support **your** claim.

### Payment of bills

**You** must send **us** all bills for the appointed representative's **legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay are acceptable and that **FirstAssist** may pay the bill for **you**.

### Recovery

**You** and **your** appointed representative must take every step to recover **legal expenses**. If **we** pay **legal expenses** up to the maximum for any one claim and **you** pay more **legal expenses** to end **your** case, **we** and **you** will share any **legal expenses** that are recovered. **We** and **you** will each receive the same percentage as was paid.

### Claims evidence

**We** will require the following evidence:

- A doctor's certificate in respect of accidental personal injury or death certificate in respect of accidental death.
- Any independent witness statements.
- Any available supporting documentary evidence (including photographs if possible).

In addition to the above, **you** are not covered for anything mentioned in the conditions or general exclusions.

## Travel Delay – Section 8

This section does not apply to **trips** within the **United Kingdom** (except for **trips** to the Channel Islands).

What **you** are covered for:

1. For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours **you** are delayed after that, up to a maximum of £300 (regardless of the number of incidents of delay)

If **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

- a) strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
- b) adverse weather conditions;
- c) mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

**NOTE** – This section only applies for delays at your final departure point to or from the **United Kingdom**.

What **you** are not covered for:

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

## Extending the period of cover

If **you** cannot finish **your journey** before the end of the single **journey** limit as planned because of death, injury or illness or there is unavoidable delay on **your** return trip to the **United Kingdom**, **we** will extend that period of cover free of charge until **you** can reasonably finish that **journey**.

## General exclusions

- 1 **We** will not cover **you** for any loss, injury, damage, illness death or legal liability arising directly or indirectly from, or consisting of, the following:
  - a A relevant fact that **you** knew about, before **you** travelled, unless **we** agreed to it in writing.
  - b War, riot, revolution, terrorist activity or any similar event (except under sections 2 and 4).
  - c **You** not following any suggestions or recommendations made by any government or other official authority during the period of insurance.
  - d **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
  - e **Winter sports** (unless the extra premium has been paid and this is shown either in an endorsement or on the certificate)
  - f Golf cover (unless the extra premium has been paid and this is shown either in an endorsement or on the certificate)
  - g Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
  - h Any currency exchange rate changes.
  - i The failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date (except under sections 2 and 4).
- 2 Any loss caused as a direct or indirect result of anything **you** are claiming for, unless it says differently in the policy.

- 3 Cover will not operate for any **journey** which is known to exceed 45 consecutive days, unless **you** have paid the extra premium to extend this to 90 days and this is shown either in an endorsement or on the certificate.
- 4 Any **journey** for business or employment purposes.
- 5 Any **journey** in **Great Britain** or **your home country**, unless in transit to leave that country.
- 6 Except for sections 4, 5 and 7, the excess is limited to £130 where one claim relates to two or more members of the same family covered by this policy and living at the same address or where one incident results in **you** claiming under two or more sections.

## Conditions

**We** will act in good faith in all **our** dealings with **you**.

- **We** will only pay **your** claim if **you** meet the following conditions.
  - 1 **You** are a resident of the **United Kingdom**.
  - 2 **You** are not 75 or over on the date the policy was bought.
  - 3 **You** take reasonable care to protect yourself and **your** property against **accident**, injury, loss and damage.
  - 4 **You** have a valid certificate.
  - 5 **You** get a medical certificate from the doctor who treated **you** when a claim is made for medical reasons. If **you** die, **we** need to see the death certificate, and any other necessary documents.
  - 6 **You** write to **us** or Marcus Hearn as soon as possible with full details of anything which may result in a claim.
  - 7 **You** send **us** or Marcus Hearn every writ, summons or other communication to do with a claim as soon as **you** get it.
  - 8 **You** give **us** or Marcus Hearn all the information, documents, evidence, vouchers, receipts and bills **we** or Marcus Hearn need (including details of **your** household insurance under which **your valuables** may need to be insured separately depending on their value). **You** must do this at **your** own expense.
  - 9 **You** do not admit liability or offer to pay any claim unless **you** have **our** written permission.
  - 10 **You** accept that **we** or Marcus Hearn will not extend the period of insurance for more than 12 months, after the chosen commencement date.
  - 11 **You** accept that no alterations to the terms and conditions of the policy apply, unless **we** or Marcus Hearn confirm them in writing.
- The following conditions apply to claims under section 1
  - 1 **You** must keep all **your** tickets and luggage tags.
  - 2 **You** must get an estimate for repair for all damage claims. if possible, **you** should keep the damaged items so that **we** can inspect them and if **we** make a payment or **we** replace an item, the item will then belong to **us**.

- 3 If something is lost or stolen, **you** must tell the police as soon as possible but within 24 hours of discovering the loss and get a report from them. **You** should also get a report from **your** tour operator's representative or **your** hotel or apartment manager if this is appropriate. If the loss or theft happens while **you** are travelling, **you** must tell the carriers and get a Property Irregularity Report form from them.
- 4 **You** must keep to the carrier's conditions of carriage.
- 5 **You** must not abandon any property.
  - The following conditions apply to claims under sections 2 and 3
    - 1 **You** will not be covered if **you** suffer from or have ever received treatment for a heart, respiratory or cancerous condition, high blood pressure, diabetes, epilepsy, Parkinson's disease, anaemia, cystic fibrosis or multiple sclerosis before **your** policy was bought, unless **we** agreed in writing.
    - 2 **You** will not be covered if **you** travel against the advice of **your** doctor
    - 3 If **you** make a claim, **you** would need to get **your** doctor to confirm in writing that at the date **your** travel tickets or confirmation of booking were issued and on the date **your** policy was bought, **your** condition was stable, that **you** were fit to travel and there was no sign that **your** condition would get worse.
    - 4 **You** will not be covered if **you** know **you** will need medical treatment while **you** are away, unless **we** agree in writing.
    - 5 **You** will not be covered if **you** travel specifically to get medical treatment while **you** are away.
    - 6 **You** will not be covered if before **your** policy was bought, a doctor diagnosed that **you** have a terminal condition.
    - 7 **You** must not have been waiting for medical treatment as a hospital patient or have been under investigation at the date **your** travel tickets or confirmation of booking were issued and on the date **your** policy was bought.
    - 8 **You** will not be covered if **you** suffer from any diagnosed psychiatric disorder, unless **we** agree in writing.
  - **We** have the right to do the following
    - 1 Cancel the policy and make no payment if **you** make a fraudulent claim.
    - 2 Only cover **you** for the whole of **your journey** and not issue a policy if **you** have started **your journey**.
    - 3 Take over and deal with, in **your** name, any claim **you** make under this policy.
    - 4 Take legal action in **your** name (but at **our** expense) and ask **you** to give **us** details and fill in any forms (including Department of Social Security forms), which will help **us** to recover any payment **we** have made under this policy.
    - 5 Get information from **your** medical records (with **your** permission) to help **us** or **our** representatives deal with any claim. Personal information about **you** will not be given to any other person or organisation without **your** specific agreement.

- 6 Send **you home** at any time during **your journey** if **you** are taken ill or injured. **We** will only do this if the doctor treating **you** and the emergency assistance company doctor agree. If there is a dispute, **we** will ask for an independent medical opinion.
- 7 Not accept liability if **you** refuse to be repatriated.
- 8 Cancel the cover given on this policy for a **journey** if **you** cancel or cut short that **journey**.
- 9 Not to pay any claim on this policy (except under section 4) for any amounts **you** can get back from someone or somewhere else or anything which is covered by another insurance policy
- 10 Pay any claim on this policy under the law of the country **you** usually live within the **United Kingdom**.
- 11 Not to pay any claim on this policy when **you** have bought other travel insurance for a particular journey.

## Data Protection Notice

### Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

### The Data Controllers

The Data Controllers are;

- Marcus Hearn
- FirstAssist Insurance Services Limited

### Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by Marcus Hearn / FirstAssist (which may include other companies within the FirstAssist Group) or **our** agents. **Your** information will also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

### Inaccurate Data

If **you** believe that **we** are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

### Telephone calls

Please note that telephone calls to FirstAssist may be monitored and/or recorded.

### Fraud prevention, detection & claims history

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to;
  - Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
  - Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity
  - Undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

# MARCUS HEARN & CO. LIMITED.



**WE WOULD BE PLEASED TO DEAL WITH YOUR INSURANCE REQUIREMENTS AND CAN OFFER YOU**

## **COMPETITIVE PREMIUM RATES**

- **HOUSEHOLD CONTENTS & BUILDINGS COVER**
- **MOTOR**
- **PERSONAL ACCIDENT, ILLNESS & REDUNDANCY**
- **TWINS & MULTIPLE BIRTH INSURANCE**

**FOR FULL DETAILS AND A WITHOUT OBLIGATION QUOTATION  
PLEASE TELEPHONE**

# **020 7739 3444**

This insurance policy is underwritten by Great Lakes Reinsurance (UK) PLC and is administered by FirstAssist Insurance Services Limited. The processing of membership applications is carried out by Marcus Hearn. Some parts of the claims handling service are provided by Marcus Hearn under authority from FirstAssist Insurance Services Limited. Other parts of the claims handling service are provided directly by FirstAssist Insurance Services Limited.

#### **Marcus Hearn**

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#### **FirstAssist Insurance Services Limited**

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#### **Great Lakes Reinsurance (UK) PLC**

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You can check the above details on the Financial Services Authority Register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.