



Gallagher

Fly-Sure

TRAVEL INSURANCE

POLICY WORDING

Underwritten by:



Thank you for purchasing your insurance from Fly-Sure.

In this **Policy**, **We** use some words that **We** have given special meanings. These words are shown in bold in this **Policy**, and the meanings of those words are set out in the 'Definitions' section on page 8 to 11. Please refer to Section 20 – Crisis Response Services, Section 25 – Cancellation of a trip following a Terrorist Attack and Section 27 – Travel Dispute for definitions specific to those sections.

We advise **You** to keep **Your Policy** documents in a safe place in case **You** need assistance or need to make a claim.

If **You** have any questions or queries, please do not hesitate to contact **Us** on any of the numbers below:

Useful Telephone Numbers for Fly-Sure.

Customer Service: **0207 033 0660**
Lines are open Monday to Friday 9:00 am to 5:00 pm

24 Hour Medical Emergency Assistance: **+44 (0) 1273 740927**
Email: **uk.assistance@aig.com**

Please contact AIG Travel Guard in the event of a medical emergency or if **Your** outpatient treatment is likely to cost more than £500.

Sections 1 – 25
Claims: **+44 (0) 1273 740925**
Email: **aigtravelclaims@aig.com**
Lines are open Monday to Friday 9:15 am to 5:00 pm (excluding public holidays)

Crisis Response Services (Section 20) – Gold Policyholders only

Crisis Response Services: **+44 (0) 1273 740927**
This service is operated by NYA International Limited and provides 24/7 Emergency Assistance.

Additional Services – where appropriate additional premium has been paid or Gold Policyholders only

Section 26
End Supplier Failure: **+44 (0) 345 266 1872**

This service is operated by IPP Claims at Cunningham Lindsey and provides 24/7 assistance.

Section 27
Travel Dispute: **01384 377 000**

This service is operated by Legal Insurance Management Ltd. The Claims Helpline Service is available Monday to Friday between the hours of 9:00 am to 5:00 pm excluding Bank Holidays.

CONTENTS		Page Number:
Important Information – Quick Reference:		
● Important Features of Your Insurance		1-3
● Health and Pre-Existing Medical Conditions / Change in State of Health		6-8
● Activities and Hazardous Pursuits		12–13
● What to do in the event of a Medical Emergency		40
Policy Information		Page Number:
● Schedule of Cover & Limits		4-5
Key Information for Sections 1 to 24		Page Number:
● Definitions		8-11
● General Conditions		36-37
● General Exclusions		38-39
● Claims Procedure		40
● Complaints Procedure		51
● Data Protection Notice		52-53
Sections of Cover:		Page Number:
● Section 1	Cancellation of Trip	14
● Section 2	Curtailment	15
● Section 3	Medical and Repatriation Expenses	16-17
● Section 4	UK Hospital Transfer & Additional Expenses	18-19
● Section 5	Hospital Benefit	19
● Section 6	Personal Effects and Baggage	20
● Section 7	Mobility Aids	21
● Section 8	Money and Cash	21
● Section 9	Loss of Passport & Travel Documents	21
● Section 10	Travel Delay	22
● Section 11	Missed Departure	22
● Section 12	Connecting Flights	23
● Section 13	Personal Accident	24
● Section 14	Personal Liability	24
● Section 15	Legal Expenses	25
● Section 16	Catastrophe	25
● Section 17	Mugging Benefit	25
● Section 18	Hijack	25
● Section 19	Uninhabitable Accommodation	26
● Section 20	Crisis Response Services	26-29
● Section 21	Winter Sports	29-31
● Section 22	Cruise Cover	32-33
● Section 23	Golf Cover	34-35
● Section 24	Business Equipment	35
● Section 25	Cancellation of a trip following a Terrorist Attack	41
● Section 26	End Supplier Failure	42-43
● Section 27	Travel Dispute	44-50

IMPORTANT FEATURES OF YOUR TRAVEL INSURANCE

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

INSURANCE POLICY

This is **Your** travel insurance **Policy** which contains full details of what is and is not provided for each **Insured Person**. **Your Policy** is only valid if it includes a **Policy Schedule**.

Your Policy is sold and distributed through Fly-sure, which is a trading name of Arthur J. Gallagher Insurance Brokers Limited and administered by Just Insurance Agents Limited. Sections 1 to 25 are underwritten by American International Group UK Limited who is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>).

Section 26 – End Supplier Failure Insurance is provided by International Passenger Protection (IPP) who is registered in England: company number 2498563. Registered address: IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR and underwritten by certain underwriters at Lloyds. International Passenger Protection is authorised and regulated by the Financial Conduct Authority (FRN 311958).

Section 27 – Travel Dispute is provided by Legal Insurance Management (LIM) who is registered in England: company number 06490184. Registered address: 1 Hagley Court North, The Waterfront, Brierly Hill, West Midlands, DY5 1XF and underwritten by Royal Sun Alliance plc. Legal Insurance Management is authorised and regulated by the Financial Conduct Authority (FRN 522983).

POLICY SCHEDULE

Your Policy Schedule is a very important document and **You** should check that all the information contained in it is correct before **You** travel, and take it and this **Policy** document, with **You** when travelling.

The **Policy** covers all persons named on the **Policy Schedule** for whom the premium has been paid.

WHAT YOU NEED TO TELL US

When **We** decide whether to offer **You** this **Policy**, and the terms and premium to be set, **We** rely on the information **You** provide to **Us**. **You** are therefore required to take reasonable care to ensure **You** answer all questions **We** ask honestly, fully, and to the best of **Your** knowledge and belief. If **You** do not, **You** may not be fully covered and this may result in **Us** refusing a claim, or only paying part of a claim, or **We** may write to **You** to inform **You** that **We** are amending or cancelling **Your** insurance **Policy**. If **You** are not sure how to answer any questions **We** ask, please contact Fly-Sure.

Tel: 0207 033 0660

Lines are open Monday to Friday 9:00 am to 5:00 pm

ELIGIBILITY

This insurance **Policy** is only available to residents of the **United Kingdom**. **You** must have a permanent residential address in the **United Kingdom**.

This insurance **Policy** is only valid for **Trips** commencing in and returning to the **United Kingdom**. Cover cannot be purchased once **Your Trip** has commenced.

ANNUAL MULTI TRIP

This insurance **Policy** is not available to anyone over the age of 75 at the date of purchase where an Annual Multi Trip **Policy** has been selected. Children, who are 17 years of age or under, are only entitled to travel separately to the main **Insured Person** if they are travelling with a relative, guardian or person with a legal duty of care, such as a school teacher if on a school trip.

SINGLE TRIP

This insurance **Policy** is not available to anyone over the age of 75 at the date of purchase where a Single Trip **Policy** has been selected. Children, who are 17 years of age or under, are only insured when accompanied by a relative, guardian or person with a legal duty of care, such as a school teacher if on a school trip.

PLANNED TRAVEL TO OR THROUGH RESTRICTED COUNTRIES

We do not provide cover for any **Trip** booked and then subsequently cancelled; nor do **We** provide cover for any **Trip** booked for travel into or through any of the **Restricted Countries**.

MAXIMUM PERIOD OF INSURANCE

Single Trip policies

365 days.

Annual Multi-Trip policies

Any number of **Trips** in the **Period of Insurance** but with a limit of 21, 31, 45, 61 or 93 days for any one **Trip**. Refer to **Your Policy Schedule** for full details of duration.

CONDITIONS AND EXCLUSIONS

There are conditions and exclusions which apply to individual sections of cover and general conditions, and General Exclusions which apply to the whole **Policy**.

FRAUDULENT CLAIMS

The making of a fraudulent claim may be a criminal offence. If **You** make a fraudulent claim under this insurance **Policy**, then:

1. **We** may write to **You** to inform **You** that **We** are cancelling **Your** insurance **Policy**
2. **We** may refuse all claims
3. **We** may be entitled to recover the amount of any claim already paid under **Your** insurance **Policy**
4. **We** will not return any premium paid
5. **We** may inform the Police of the circumstances.

PROPERTY CLAIMS

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

POLICY LIMITS

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

POLICY EXCESSES

Under most sections of **Your Policy**, claims will be subject to an **Excess**. This means that the insurance **Policy** will not cover the first part of any claim. The amount **You** have to pay is set out in the **Schedule of Cover & Limits**.

REASONABLE CARE

You need to take all reasonable care to protect **Yourself** and **Your** property, as **You** would if **You** were not insured.

COMPLAINTS

Your insurance **Policy** has in it a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint. The Complaints Procedure on page 51 tells you the steps to take if you are unhappy about **Your** insurance **Policy** and wish to make a complaint.

CHANGE IN CIRCUMSTANCES

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

CANCELLATION OF YOUR POLICY

We hope **You** are happy with the cover **Your Policy** provides. However, if after reading it, this insurance does not meet with **Your** requirements, please return it to Fly-Sure within 14 days of receipt of **Your Policy** and they will refund **Your** premium in full, provided **You** have not commenced **Your Trip** or made a claim. If during this 14-day period **You** have travelled, made a claim, or intend to make a claim then **We** will not make any refund of premium to **You**.

After 14 days, **You** can cancel this insurance at any time by contacting Fly-Sure. **You** may cancel **Your Policy** by calling **020 033 0660** or by writing to us at Arthur J. Gallagher Insurance Brokers Limited, Fly-Sure Department, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ. Lines are open Monday to Friday 9:00 am to 5:00 pm

However, if **You** cancel after 14 days of receipt of **Your Policy**:

- For Single Trip policies there will be no refund of premium due to **You**;
- For Annual Multi-Trip policies provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance provided **You** have not travelled, made a claim, or intend to make a claim.

We can cancel **Your** insurance at any time by giving **You** 14 days' written notice at **Your** last known address. **We** will only do this for a valid reason. Examples of valid reasons include but are not limited to **You** informing **Us** or **We** establish there is a change in risk which **We** are unable to insure, where **We** suspect fraud on this or any other related **Policy**. Where **We** cancel **Your** policy **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance provided **You** have not travelled, made a claim, or intend to make a claim. If **We** cancel **Your Policy** because of fraud or suspected fraud there will be no refund of premium to **You**.

ACTIVITIES AND HAZARDOUS SPORTS

Your Policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or which can be expected to aggravate an existing condition. Please see the list of **Hazardous Pursuits** in **Your Policy** under Important Information and Conditions Applying to All Sections.

GOVERNING LAW AND JURISDICTION

This **Policy** will be governed by English law and **You** and **We** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it; however if **You** reside in Scotland, Northern Ireland or the Isle of Man, the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **You** and **Us** before the commencement date.

The terms and conditions of this **Policy** will only be available in English and all communication relating to this **Policy** will be in English.

SANCTIONS

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

THIRD PARTY RIGHTS

A person who is not a party to this Insurance **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

HEALTH/MEDICAL CONDITIONS

Your Policy contains conditions related to the health of **You** and the people travelling with **You**; and others upon whose well-being the **Trip** may depend. All medical conditions must be disclosed to **Us** before we issue this policy. Failure to do so may affect the cover afforded under this **Policy**.

The headings or captions used in this **Policy** are for the purposes of reference only and do not otherwise affect the meaning of this **Policy**.

SCHEDULE OF COVER & LIMITS

		BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
1	Cancellation of Trip	£3,000	£150	£5,000	£75	£10,000	Nil
2	Curtailment	£3,000	£150	£5,000	£75	£10,000	Nil
3	Medical & Repatriation Expenses						
	Journeys outside United Kingdom	£10,000,000	£150	£10,000,000	£75	£15,000,000	Nil
	Dental Expenses	£250		£400	£75	£500	Nil
4	Journeys within United Kingdom	£10,000	£150	£10,000	£75	£10,000	Nil
	Dental Expenses	No Cover		No Cover		No Cover	
5	UK Hospital Transfer & additional expenses						
	Hospital Transfer Costs	£5,000	£150	£5,000	£75	£5,000	Nil
	Return Home Costs	£2,500	£150	£2,500	£75	£2,500	Nil
	Additional Expenses	£500	£150	£500	£75	£500	Nil
6	Hospital Benefit	£25 per 24 hours up to £250	Nil	£50 per 24 hours up to £500	Nil	£100 per 24 hours up to £1,000	Nil
7	Personal Effects and Baggage	£1,500	£150	£2,250	£75	£3,000	Nil
	Single Item Limit	£250		£500		£750	
	Valuables Limit	£250		£500		£750	
	Delayed Baggage	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £300	Nil	£75 per 12 hours up to £600	Nil
8	Mobility Aids	£1,500	£150	£2,000	£75	£3,000	Nil
9	Money and Cash	£400	£150	£500	£75	£750	Nil
	Cash Limit	£150		£250		£500	
	Cash Limit if under 18	£50		£50		£50	
10	Loss of Passport & Travel Documents	£150	Nil	£300	Nil	£600	Nil
11	Travel Delay	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £250	Nil	£50 per 12 hours up to £350	Nil
	Holiday Abandonment	£3,000	£150	£5,000	£75	£10,000	Nil
12	Missed Departure	£400	£150	£750	£75	£1,500	Nil
13	Connecting Flights	£400	£150	£750	£75	£1,000	Nil
14	Personal Accident (over 18 and under 75 years of age)						
	Death	£10,000	Nil	£25,000	Nil	£50,000	Nil
	Loss of Limb(s)/Eye(s)	£10,000	Nil	£25,000	Nil	£50,000	Nil
	Permanent Total Disablement	£10,000	Nil	£25,000	Nil	£50,000	Nil
	Personal Accident (under 18 or over 75 years of age)						
	Death	£5,000	Nil	£5,000	Nil	£5,000	Nil
	Loss of Limb(s)/Eye(s)	£1,000	Nil	£1,000	Nil	£1,000	Nil
	Permanent Total Disablement	No Cover		No Cover		No Cover	
15	Personal Liability	£1,000,000	£150	£2,000,000	£75	£2,000,000	Nil
16	Legal Expenses	£10,000	£150	£25,000	£75	£25,000	Nil
17	Catastrophe	£50 per 24 hours up to £500	£150	£75 per 24 hours up to £750	£75	£100 per 24 hours up to £1,000	Nil
18	Mugging Benefit	£50 per 24 hours up to £100	Nil	£50 per 24 hours up to £200	Nil	£50 per 24 hours up to £300	Nil
19	Hijack	£100 per 24 hours up to £400	Nil	£100 per 24 hours up to £600	Nil	£100 per 24 hours up to £1,000	Nil
20	Uninhabitable Accommodation	£250	Nil	£500	Nil	£750	Nil
21	Crisis Response Services	No Cover		No Cover		£50,000	Nil

The following additional cover options are available only where the appropriate additional premium has been paid:

		BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
21	Winter Sports: Ski Equipment – Owned Single Item Limit	£750	£100	£1,250	£50	£1,750	Nil
	Ski Equipment – hired Single Item limit	£250	£100	£500	£50	£750	Nil
	Ski Hire	£250	£300	£500	£500	£500	£75 per 24 hours up to £750
	Delayed Ski Equipment	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil	£250	Nil
	Ski Pack	£150	£150	£50 per 24 hours up to £500	Nil	£75 per 24 hours up to £750	Nil
	Piste Closure	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £600	Nil
	Avalanche Cover	£25 per 24 hours up to £200	Nil	£40 per 24 hours up to £400	Nil	£100 per 12 hours up to £1,000	Nil
		£50 per 12 hours up to £300	£100	£75 per 12 hours up to £600	£50		
22	Cruise Cover: Missed Port Departure	£500	£100	£1,000	£50	£1,500	Nil
	Cabin Confinement	£50 per 24 hours up to £500	£100	£100 per 24 hours up to £1,000	£50	£150 per 24 hours up to £1,500	Nil
	Unused Excursions	£300	£100	£400	£50	£500	Nil
	Itinerary Change	£50 per port up to £300	Nil	£50 per port up to £400	Nil	£75 per port up to £750	Nil
	Cruise Interruption	£250	£100	£1,000	£50	£1,500	Nil
23	Golf: Golf Equipment	£1,500	£100	£1,500	£50	£1,500	Nil
	Single Item Limit	£250	£250	£250	£250	£250	Nil
	Golf Equipment Hire	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil
	Non-refundable Golfing Fees	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil
	Hole in One	No Cover	No Cover	No Cover	£100	£100	Nil
24	Business: Business Equipment	£1,000	£100	£1,000	£50	£1,000	Nil
	Single Item Limit	£500	£500	£500	£500	£500	Nil
	Computer Equipment	£1,000	£100	£1,000	£50	£1,000	Nil
	Business Samples	£500	£100	£500	£50	£500	Nil
	Delayed Business Equipment	£200	Nil	£200	Nil	£200	Nil
	Emergency Equipment Courier	£200	Nil	£200	Nil	£200	Nil
	Business Equipment Hire	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £500	Nil
	Business Money	£1,000	£100	£1,000	£50	£1,000	Nil
	Cash Limit	£150	£500	£500	£500	£500	Nil
	Additional Personal Accident	£50,000	Nil	£50,000	Nil	£50,000	Nil
This section is operative if Gold cover has been purchased							
25	Cancellation of a trip following a terrorist attack	No Cover		No Cover		£2,500 per Person £10,000 per Policy	Nil
The following additional cover options are available only where the appropriate additional premium has been paid Except for Gold policies which include the cover as standard							
26	End Supplier Failure	£1,500	Nil	£1,500	Nil	£1,500	Nil
27	Travel Dispute	£25,000	£35	£25,000	£35	£25,000	£35

HEALTH AND PRE-EXISTING MEDICAL CONDITIONS

Your Policy can cater for travelers with pre-existing medical conditions. For the purposes of this insurance, **You** are considered to have a pre-existing medical condition if **You** answered “Yes” to any part of the following question, which **You** were asked when **You** applied for insurance with **Us**:

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

PLEASE NOTE:

1. **You** must be fit to undertake **Your** planned **Trip**
2. **You** must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
3. **We** will cover **You** for pre-existing medical conditions **You** have declared to **Us** and which **We** have accepted in writing. These medical conditions are set out in the “Medical Declaration Schedule”
4. **We** will not cover **You** for any pre-existing conditions which do not appear in the “Medical Declaration Schedule”
5. **We** will not cover **You** if **Your** state of health is worse than **You** declared to us at the time **You** purchased **Your Policy**.
6. Please check that the information set out in the “Medical Declaration Schedule” is correct. If it is not, **You** must call Fly-Sure on **0207 033 0660** to tell **Us** as soon as possible but in any event no later than 14 days from the date **You** receive **Your Policy** and **Policy Schedule**.

Lines are open Monday to Friday 9:00 am to 5:00 pm

This is a travel insurance policy and not private medical insurance. It does not provide cover cosmetic treatments or surgery you have chosen to have or for procedures that can be carried out in **Your Home** country after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

ELECTING TO EXCLUDE COVER FOR PRE-EXISTING MEDICAL CONDITIONS

You had the option to exclude cover for these conditions when **You** applied for insurance. If **You** choose this option, **You** should be aware that by doing so, **You** are exposed to substantial medical and repatriation expenses if **You** fall ill abroad, moreover, if **You** cancel or **Curtail Your Trip** due to a pre-existing condition **Your** claim will not be covered. If **You** have chosen to exclude pre-existing conditions but change **Your** mind before **You** travel, please call Fly-sure and **We** will try **Our** best to cover them. However, this may result in **You** being required to pay an additional premium.

CLOSE RELATIVE, CLOSE BUSINESS ASSOCIATE OR TRAVEL COMPANION WHO IS NOT INSURED BUT WHOSE HEALTH YOUR TRIP MAY DEPEND

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

CHANGE IN YOUR STATE OF HEALTH

If, after taking out this **Policy** and before **You** travel on a trip:

1. **Your** state of health deteriorates or;
2. **You** develop a new medical condition or;
3. **Your** prescribed medication is changed by **Your Medical Practitioner** or consultant or;
4. **You** receive any in-patient treatment or;
5. Are placed upon a waiting list for investigation or medical treatment.

You must tell Fly-Sure on **0207 033 0660** to discuss this further. Please be aware, this may result in **You** being required to pay an additional premium or refusal to cover **You** on **Your Trip**. Lines are open Monday to Friday 9:00 am to 5:00 pm

WAITING LIST

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

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

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

TRAVELLING WHEN PREGNANT

Pregnancy is not a medical condition, so **You** are able to travel until **You** are quite late into **Your** pregnancy. (See General Exclusions – this **Policy** excludes claims directly or indirectly related to pregnancy after the 28th week of gestation or 16 weeks for multiple pregnancy). Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **You** propose to take before **You** book. Please make sure that **Your Medical Practitioner** and midwife are aware of **Your** travel plans, that there are no known complications and that **You** are not travelling against any medical advice.

By Air – after 28 weeks, most airlines will require a letter from **Your Medical Practitioner** or midwife confirming **Your** estimated date of delivery and stating that there are no complications. Some airlines may allow travel to be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

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

By Car, Coach and Train – There are no known restrictions. Please make sure **Your Medical Practitioner** or midwife are aware of **Your** travel plans and that there are no known complications.

Pregnancy - See General Exclusion 19 for full exclusion details.

RECIPROCAL HEALTH AGREEMENTS

EUROPEAN HEALTH INSURANCE CARD

A European Health Insurance Card (EHIC) entitles **You** to reduced-cost, sometimes free, medical treatment that becomes necessary while **You** are travelling in an European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. If **We** agreed to a claim for medical expenses which has been reduced because **You** used an EHIC or private health insurance, **You** will not have to pay the event **Excess** for this section.

WORLDWIDE RECIPROCAL AGREEMENTS WITH UNITED KINGDOM GOVERNMENT (UK PASSPORT OR PROOF OF RESIDENCE REQUIRED)

Bosnia and Herzegovina, Falkland Islands, Gibraltar, Isle of Man, Macedonia, Montenegro, St Helena, Serbia – Public Health Facilities should be utilised in these locations.

MEDICAL TREATMENT IN AUSTRALIA AND NEW ZEALAND

Australia

If **You** need medical treatment in Australia, **You** must enrol with a local Medicare office in Australia. Under the reciprocal healthcare arrangements, British citizens who reside in the **United Kingdom** and travelling under a UK passport are entitled to limited subsidised health services from Medicare for medically necessary treatment while visiting Australia. This does not cover pre-existing conditions, or treatment that does not require prompt attention.

Details of how to enrol and the free treatment available can be found in the Health advice for Traveller's booklet available from your local Post Office or by visiting either www.nhs.uk/nhsengland/healthcareabroad or the MEDICARE website at www.hic.gov.au or alternatively please call the Emergency Assistance Service for guidance.

For further details, please visit:

- Australian Government Department of Human Services: www.homeservices.gov.au/health-professionals

New Zealand

United Kingdom nationals and legal residents who live in the **United Kingdom** and who are on a short-term visit to New Zealand are eligible for immediate necessary healthcare under the health system on the same terms as citizens of New Zealand.

In all circumstances where medical care is required **You** should show **Your United Kingdom** passport when requested.

DEFINITIONS

The following words and expressions used in **Your Policy** documents shall mean as follows when they appear in bold type. Please refer to Section 20 - Crisis Response Services, Section 25 - Cancellation of a trip following a Terrorist Attack, Section 26 - End Supplier Failure and Section 27 - Travel Dispute for definitions specific to those sections.

Accidental Bodily Injury

An identifiable physical injury caused by sudden, unexpected, external and visible means; which occurs at an identifiable time and place whilst the **Policy** is in force.

Assistance Company

AIG Travel Guard, 21 Cecil Pashley Way, Shoreham Airport, Shoreham-by-Sea, West Sussex BN43 5FF.
Telephone +44 (0) 1273 740927 Email: uk.assistance@aig.com

Business Equipment

Computer equipment, communication devices and other business-related equipment which is carried by **You** in the course of **Your Trip**.

Business Money

Sterling, foreign currency and travellers cheques provided to **You** exclusively for use in conjunction with **Your** business or that of **Your** employer during the duration of **Your Trip**.

Close Business Associate

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

Close Relative

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

Curtail/Curtailment

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

Europe

European Mainland, Republic of Ireland, The Azores, Madeira, The Canary Islands, Morocco, Tunisia, Israel, Mediterranean Islands, Turkey and territories formally known as USSR, west of the Ural Mountains.

European Mainland

Albania, Andorra, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Lapland, Liechtenstein, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.

Excess

The amount of money **You** have to pay for each claim. Excesses apply per person, per incident and for each section of the **Policy**. **Your** excesses are shown in the **Schedule of Cover & Limits**.

Family

You and **Your** spouse (or co-habiting partner) and **Your** children, aged under 18, at the inception date of **Your Policy** all normally resident with **You** and named on the **Policy Schedule**.

Geographical Area

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

Golf Equipment

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

Hazardous Pursuits

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

Home

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

Insured Person

The person or persons shown on the **Policy Schedule**.

Loss of Limb

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

Loss of Sight

The complete and permanent loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **You** should see at 60 feet).

Manual Work

Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your** bodily injury or illness.

Medical Practitioner

A registered medical practitioner who is not travelling with **You**, who is not **You** or related to **You** or to **Your** travelling companion, or any person **You** intend to stay with and is registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine.

Mobility Aids

Wheelchairs, motorised wheelchair, mobility scooter, walking frame, prosthetic limb, walking stick or crutches.

Money

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

Outward Journey

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

Period of Insurance

If Annual Multi Trip cover is selected, the period of 12 months for which **We** have accepted the premium as stated in **Your Policy Schedule**. During this period any **Trip**, providing it does not exceed the maximum duration per **Trip** as specified in **Your Policy Schedule** (in any event not exceeding 93 days), is covered. Under Section 1 - Cancellation of Trip, cover will be operative from the date stated in the **Policy Schedule** or the time of booking of any **Trip** (whichever is the later date) and terminates on commencement of any **Trip**.

If Single Trip cover is selected, the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Policy Schedule** under Section 1 - Cancellation of Trip, cover will be operative from the time **You** pay the premium. For all other sections of the **Policy**, whichever cover is selected, the insurance starts when **You** leave **Your Home** to begin the **Trip** and ends at the time of **Your** return to **Your Home** on completion of the **Trip**.

Any **Trip** that had already commenced when **You** purchased the insurance will not be covered. The **Period of Insurance** is automatically extended for the period of the delay in the event that **Your** return to **Your Home** is unavoidably delayed due to reasons beyond **Your** control.

Personal Possessions

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

Permanent Total Disablement

A permanent, total and irrecoverable disablement that is sustained during **Your Trip**, is solely caused by **Accidental Bodily Injury** and which within 12 months of the date of the accident totally prevents **You** from carrying out any and every occupation for which **You** are fitted by way of training, education or employment which in all probability will continue for the rest of **Your** life as determined by a **Medical Practitioner**.

Policy

Your **Policy** consists of the **Policy Schedule**, the **Policy** wording, the “Medical Declaration Schedule” and any endorsements.

Policy Schedule

Your Policy Schedule sets out the type of **Policy** arranged for **You**, along with **Your Policy** number, dates of cover and the maximum duration of cover. **Your** personal contact details are shown along with any additional options **You** have requested, the names of the people covered for the **Trip** and medical conditions disclosed in relation to **You** and those travelling with **You**. This is a very important document and **You** should check that all the information contained therein is correct before **You** travel and take it with **You** when travelling.

Psychiatric Condition

Neurosis, psychoneurosis, psychopathies, psychoses or mental or emotional diseases or disorders of any type.

Public Transport

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

Redundancy

Redundancy of an **Insured Person** covered under **Your Policy** who has been employed for two continuous years with the same employer at the time of being made redundant.

Restricted Country(ies)

Afghanistan, Burundi, Central African Republic, Chad, Cuba, Democratic Republic of Congo, Iran, Iraq, Lebanon, Libya, Mauritania, Niger, North Korea, Somalia, Sudan & South Sudan, Syria, Yemen or the Crimea region. This includes those countries or parts of countries where the Foreign & Commonwealth Office (FCO) or World Health Organization (WHO) has advised the public not to travel.

Schedule of Cover & Limits

The **Schedule of Cover & Limits** sets out the **Policy** limits and the applicable **Excess(es)**.

Ski Equipment

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

Ski Pack

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

Strike or Industrial Action

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

Terrorism

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

Travel Companion(s)

Someone travelling with **You** or a person **You** plan to stay with on **Your Trip** who is not insured under this **Policy**.

Trip(s)

The period between leaving **Your Home** to commence travel on the **Outward Journey** and returning to **Your Home** in the **United Kingdom** (including the period of **Your** stay away from **Home** between these two events).

Unattended

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

United Kingdom

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

Valuables

Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs or leather clothing, (apart from footwear) cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including mobile phones, MP3/4 players, iPods, Kindles, eBooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

We/Us/Our

For Sections 1 – 25: American International Group UK Limited.

For Section 26: International Passenger Protection Limited and underwritten by Certain Underwriters at Lloyds.

For Section 27: Legal Insurance Management and underwritten by Royal Sun Alliance plc.

Worldwide, excluding USA, Canada and the Caribbean

Means anywhere in the world except any **Trip** booked and then subsequently cancelled or for travel in, to, or through:

1. Bermuda, Bahamas, Canada, the islands of the Caribbean, and United States of America; and
2. **Restricted Country(ies).**

Worldwide, including USA, Canada and the Caribbean

Means anywhere in the world except any **Trip** booked and then subsequently cancelled or for travel in, to, or through a **Restricted Country(ies).**

You/Your/Yourself/Insured Person(s)

Means each person named in the **Policy Schedule.**

ACTIVITIES AND HAZARDOUS PURSUITS

You are not covered for taking part in any **Hazardous Pursuits** unless they are listed below, and any appropriate premium has been paid. If **You** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below please contact Fly-sure for advice on whether cover can be provided. Please note that under Section 14: Personal Liability, **You** will not be covered for liability caused directly or indirectly by **You** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following activities, when participated in for recreational purposes incidental to a **Trip** and not in organised competitions or in any professional capacity, are not considered to be **Hazardous Pursuits**. **You** must ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head gear, life jackets and similar protective equipment) is worn at all times and **You** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**.

Category A

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

- Aerobics
- Angling/Fishing
- Archery (amateur)
- Badminton (amateur)
- Banana Boating
- Baseball (amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing/River Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified in Category B, C or D)
- Fell Walking/Fell running
- Fencing
- Football/Soccer(amateur)
- Golf (amateur)
- Hiking (under 2000m altitude)
- Jet Boating
- Jogging
- Motorcycling up to 50cc - with licence appropriate to the cc, wearing a crash helmet and no racing
- Netball (amateur)
- Orienteering
- Outward-bound Pursuits (Ground level Only)
- Paintballing
- Parascending/Parasailing (over water) towed by a boat
- Pony Trekking
- Racquetball
- Roller Blading/Roller Skating
- Rambling (under 2000m altitude)
- Rounders
- Sail Boarding
- Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 mile)
- Skate Boarding
- Snorkelling
- Snooker/Pool/Billiards
- Squash (amateur)
- Surfing (amateur)
- Swimming
- Table Tennis
- Ten pin bowling
- Tennis (amateur)
- Trekking (under 2000m altitude)
- Tug of war
- Underground activities (as part of an organised excursion/tour)
- Volleyball (amateur)
- War Games
- Water Polo (amateur)
- Water Skiing (amateur) inland/coastal waters within 12 mile (excluding jumping)
- Windsurfing (amateur) inland/coastal waters within 12 mile
- Weightlifting
- Work Abroad – Non Manual Work (Including professional, administrative or clerical duties only)
No other form of work will be permitted under this policy.

The following Category B activities are examples of what are known as **Hazardous Pursuits** and are not covered by this insurance unless an additional premium has been paid and the **Policy Schedule** shows the cover for the relevant category/ies has been provided.

Provided **You** have paid the appropriate premium, the exclusion of **Hazardous Pursuits** in the General Exclusions does not apply only in respect to cover under Section 3 - Medical and Repatriation Expenses and under Section 2 - Curtailment cover (but not Cancellation) for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis. Accordingly, **You** may participate in **Hazardous Pursuits** provided that **You** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head gear, life jackets and similar protective equipment) are worn at all times and **You** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**.

Category B

Provided **You** have paid the appropriate premium and **Your Policy Schedule** shows the cover has been provided **You** will be covered for all of the activities listed in Category A plus the following activities:

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

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

Category C

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

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

Category D

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

- Animal riding (other than specified)
- BMX cycling
- Canyoning
- Hang Gliding
- High Diving under 5m (amateur, excluding cliff diving) from a purpose built board over man made pool
- Horse Jumping/Show Jumping (no Polo, Hunting)
- Ice hockey (indoor rink)
- Kite Surfing
- Micro Lighting
- Land Yachting/Sand Yachting
- Luge
- Motor rallies
- Parasailing/Parascending (over land)
- Rock Climbing (under 2000 meters)
- Rock Scrambling (under 4000 meters)
- Sky Diving (including tandem) up to 2 jumps maximum
- Tobogganing
- Wrestling.

SECTION 1 – CANCELLATION OF TRIP

We will pay:

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

1. the death or disablement by **Accidental Bodily Injury**, illness or being subject to quarantine of (a) **You**, (b) **Your Travel Companion(s)**, (c) a **Close Relative of Yours** or **Your Travel Companion** or (d) a **Close Business Associate of Yours**; or
2. **You** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **Your** employment would normally require **You** to attend court); or
3. **Your Redundancy** or the **Redundancy of Your Travel Companion**, provided that **We** are informed in writing as soon as possible but in any event within 14 days following receipt of the notification of **Redundancy** and that **You** were not aware of any impending **Redundancy** at the time **Your Policy** was issued; or
4. **Your Home** being made uninhabitable or **Your** place of business being made unusable, up to 14 days before the commencement of **Your Trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the Police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business; or
5. **Your** passport, or the passport of **Your Travel Companion** being stolen seven days before **Your** booked date of departure; or
6. where **You**, a **Close Relative of Yours** or **Your Travel Companion**, are a member of the Armed Forces, Territorial Army, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your**/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation or **Curtailement** could not reasonably have been expected at the time when **You** purchased this insurance and at the time of booking any **Trip**.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from **You** not obtaining a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. claims arising directly or indirectly from normal pregnancy, without any accompanying injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness. Normal childbirth would not constitute an unforeseen event;
4. claims arising directly or indirectly from **You** not complying with the Health and Pre-Existing Medical Conditions on page 6;
5. any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them as soon as possible after **You** became aware it was necessary to cancel;
6. claims arising directly or indirectly from prohibitive regulations by the Government of any country that apply at the time when **You** purchased this insurance;
7. claims arising directly or indirectly from where a theft of a passport has not been reported to the relevant authority;
8. claims arising directly or indirectly from any circumstance that could reasonably have been anticipated by **You** at the time **You** booked **Your Trip**;
9. claims arising directly or indirectly from **Your** unwillingness to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**;
10. claims arising directly or indirectly from unused pre-paid expenses of a person who is not insured under this **Policy**. For example, if **You** are travelling with someone who is not insured under this **Policy** **We** will only pay **Your** proportion of the costs not theirs, regardless who has paid for the booking;
11. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 2 - CURTAILMENT

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your Trip** commenced and which are unused as well as ski hire, ski school and lift passes (If **You** have paid the appropriate premium for cover under section 22 'Winter Sports') if **You** have to **Curtail Your Trip** and return to **Your Home** earlier than planned due to:
 - a. the death, severe injury or serious illness of:
 - I. **You or Your Travelling Companion**
 - II. **Your Close Relative** resident in the **United Kingdom**
 - III. **Your Close Business Associate** resident in the **United Kingdom**
 - b. **Your Home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the Police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business;
 - c. **You** being unable to continue **Your** booked **Trip**, due to loss or theft of **Your** passport, or that of **Your Travel Companion**.
2. additional travelling expenses of a similar class incurred by **You** to return to **Your Home** earlier than planned for a reason stated in Section 1 - Cancellation of Trip of this section.
3. **You**, a **Close Relative** of **Yours** or **Your Travel Companion**, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

The amount paid by **Us** in settlement of any claim related to Section 2 – Curtailment will be based on an appropriate pro-rata proportion of **Your** total travel and accommodation costs.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that curtailment of the **Trip** is medically necessary;
3. claims arising directly or indirectly from normal pregnancy, without any accompanying injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness. Normal childbirth would not constitute an unforeseen event;
4. claims arising directly or indirectly from **You** not complying with the Health and Pre-Existing Medical Conditions on page 6;
5. claims arising directly or indirectly from any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them as soon as possible after **You** became aware it was necessary to cancel;
6. claims arising directly or indirectly from prohibitive regulations by the Government of any country that apply at the time when **You** purchased this insurance;
7. claims arising directly or indirectly from where a theft of a passport has not been reported to the relevant authority;
8. claims arising directly or indirectly from any circumstance that could reasonably have been anticipated by **You** at the time **You** booked **Your Trip**;
9. claims arising directly or indirectly from **Your** unwillingness to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**;
10. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 3 - MEDICAL & REPATRIATION EXPENSES

JOURNEYS OUTSIDE THE UNITED KINGDOM

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only), ambulance charges, reasonable accommodation and/or travelling and/or repatriation expenses to the **United Kingdom** (including such reasonable and necessary additional accommodation and travelling expenses reasonably incurred including those of one **Close Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) reasonably incurred outside the **United Kingdom** on medical advice as a direct result of the **Insured Person** sustaining **Accidental Bodily Injury** or suffering the onset of illness during the **Period of Insurance** accommodation should be of an equivalent standard to that booked as part of **Your Trip**.
2. reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her **Home** or place of business within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Period of Insurance** of the **Insured Person's Close Relative** or **Close Business Associate**.
3. charges in the event of death occurring during the **Period of Insurance** of:
 - a. burial or cremation of the **Insured Person** in the locality where death occurs not exceeding £1,500 in total or
 - b. transporting the **Insured Person's** remains or ashes to his/her **Home** in the **United Kingdom** (excluding funeral or interment costs) not exceeding £5,000 in total subject to **Our** prior approval.

PROVIDED THAT:

1. cover under this Section shall apply only in respect of **Trips** outside the **United Kingdom**
2. the amount payable shall not exceed the amounts stated in the **Schedule of Cover & Limits** and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim.
3. **We** reserve the right to repatriate to the **United Kingdom** when, in the opinion of **Our** medical advisers, the **Insured Person** is fit to travel.
4. the **Assistance Company** is notified:
 - a. prior to the **Insured Person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Assistance Company** as soon as possible after being admitted.
 - b. If **Your** outpatient treatment is likely to cost more than £500 (or its equivalent in local currency).
 - c. prior to any repatriation arrangements being made.
 - d. in the event of the death of the **Insured Person** – prior to burial, cremation or transportation of the **Insured Person's** remains to the **United Kingdom** and has authorised any costs to be incurred.

EXCESS

This insurance does not cover the first amount per **Insured Person** as shown in the **Schedule of Cover & Limits** in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured Person's** private health insurance; in which case, provided that liability has been accepted by **Us** for such reduced medical expenses, the **Excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of the **Excess** per person as shown in the **Schedule of Cover & Limits**.

JOURNEYS WITHIN THE UNITED KINGDOM

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. accommodation and/or travelling and/or repatriation expenses to the **Insured Person's Home** or to the most suitable hospital or nursing home near to the **Insured Person's Home** within the **United Kingdom** (including reasonable additional accommodation and travelling expenses of one **Close Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the **Insured Person** sustaining **Accidental Bodily Injury** or suffering the onset of illness during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.

2. charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's Home** in the **United Kingdom** (excluding funeral or interment costs) in the event of death occurring during the **Period of Insurance** up to a total of £1,000.
3. additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her **Home** or place of business within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Period of Insurance** of a **Close Relative** or **Close Business Associate** up to a total of £500.

PROVIDED THAT:

1. cover under this Section shall apply only in respect of **Trips** solely within the **United Kingdom** which involve at least 2 nights pre-booked accommodation away from **Your Home**;
2. the amount payable shall not exceed the amounts stated in the **Schedule of Cover & Limits** and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim; and
3. the **Assistance Company** is notified prior to any repatriation or transportation arrangements being made and has authorised any costs to be incurred.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. claims arising directly or indirectly from the cost of private dental/private medical expenses when **You** receive treatment in a state run practice or clinic and **You** have the right to state provided emergency treatment;
4. claims arising directly or indirectly from the cost of any medical/dental expenses incurred in private facilities if a medically suitable State facility is available;
5. claims arising directly or indirectly from any cost incurred in Australia which would have been covered by Medicare had **You** enrolled, and **You** failed to enroll with Medicare;
6. claims arising directly or indirectly from any cost incurred by Worldwide Reciprocal Agreements held by the **United Kingdom** Government;
7. claims arising directly or indirectly from normal pregnancy, without any accompanying injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness. Normal childbirth would not constitute an unforeseen event;
8. claims arising directly or indirectly from **You** not complying with the Health and Pre-Existing Medical Conditions on page 6;
9. claims arising directly or indirectly from any expenses incurred for illness, injury or treatment required in consequence of:
 - a. surgery or medical treatment which in the opinion of either the attending doctor, or the emergency **Assistance Company** doctor, or both, can be reasonably delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your Home** Country if this is **Your** usual country of residence;
10. claims arising directly or indirectly from preventative treatment which can be delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
11. claims arising directly or indirectly from **You** not having obtained a written certificate of fitness and ability to travel and endure the **Trip** where **You** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **Your Trip**;
12. claims that are not confirmed as medically necessary by the attending doctor or the emergency **Assistance Company**;
13. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
14. any additional hospital costs arising from single or private room accommodation unless medically necessary;
15. claims arising directly or indirectly from expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
16. costs that arise over 12 months after a claim was first notified;
17. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 4 – UK HOSPITAL TRANSFER AND ADDITIONAL EXPENSES

Hospital Transfer Expenses

We will pay for:

Up to the amount shown in the **Schedule of Cover & Limits** if during the **Period of Insurance** the **Insured Person** sustains **Accidental Bodily Injury** or suffers the onset of illness which during the **Period of Insurance** results in him/her being:

1. repatriated to the **United Kingdom** by the **Assistance Company** and admitted as an inpatient; or
2. directly admitted as an inpatient at a hospital or nursing home within the **United Kingdom** but more than 35 miles from his/her **Home** within the **United Kingdom**, **We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in total in respect of costs necessarily incurred on behalf of the **Assistance Company** in transferring the **Insured Person** to the most suitable hospital or nursing home nearest to his/her **Home** within the **United Kingdom**. Such costs to include the cost of medical, surgical or remedial treatment given or prescribed by a qualified doctor and hospital and nursing home treatment and ambulance charges necessary to enable such transfer to be undertaken but without which such transfer could not be undertaken.

PROVIDED THAT:

1. such transfer is made with the consent of the qualified doctor attending the **Insured Person**.
2. in the professional opinion of the qualified doctor attending the **Insured Person** and/or **Our** medical advisers the **Insured Person** will remain continuously hospitalised for at least 72 hours following completion of such transfer.
3. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **Insured Person** is to be transferred.

Return Home Costs

We will pay:

If during the **Period of Insurance**, the **Insured Person** sustains **Accidental Bodily Injury** or suffers the onset of illness which in the opinion of the qualified doctor attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than 72 hours after his/her scheduled date and time of return to his/her **Home** or place of business within the **United Kingdom** by the same means of transport by which he/she undertook the **Trip** during which such **Accidental Bodily Injury** or illness occurred **We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in respect of all costs reasonably incurred:

1. with the authority of the **Assistance Company** in respect of the **Insured Person's** additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such **Accidental Bodily Injury** or onset of illness until the time of return to such **Home** or place of business within the **United Kingdom** (whichever is reached first).
2. by the **Assistance Company** to return:
 - a. the **Insured Person**
 - b. the **Insured Person's Personal Possessions**
 - c. if applicable – the private motor vehicle driven by the **Insured Person** on the **Trip** during which such **Accidental Bodily Injury** or illness occurred to such **Home** or place of business within the **United Kingdom** (whichever is reached first).

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from any medical, surgical or remedial treatment or any other costs:
 - a. incurred following completion of such transfer
 - b. which would have been incurred had such a transfer not been undertaken
3. claims arising directly or indirectly from transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness
4. claims arising directly or indirectly from all costs reasonably incurred by the **Assistance Company** in returning:
 - a. the **Insured Person's Personal Possessions**
 - b. if applicable – the private motor vehicle driven by the **Insured Person** on the **Trip** during which such **Accidental Bodily Injury** or illness occurred to the **Insured Person's Home** or place of business within the **United Kingdom** (whichever is reached first).

Additional Expenses – Accompanying Travellers and Visiting Family

We will pay:

If during the **Period of Insurance** the **Insured Person** sustains **Accidental Bodily injury** or suffers the onset of illness which results in a valid claim under sub-section 1 or 2 of this section:

1. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably incurred by any person or persons with whom the **Insured Person** was travelling on the **Trip** when such **Accidental Bodily Injury** or illness occurred provided that it would not have been necessary to incur such additional costs and expenses had such **Accidental Bodily Injury** or illness not occurred.
2. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children of either of them for the purposes of visiting the **Insured Person** whilst he/she remains in a hospital or nursing home within the **United Kingdom** as a direct result of such **Accidental Bodily Injury** or illness.

Provided that:

1. as soon as is practicable after the occurrence of any **Accidental Bodily Injury** or onset of illness which may be the subject of a claim under this Section the **Insured Person** shall place himself/herself under the care of a qualified **Medical Practitioner** whose advice he/she must follow.
2. all such additional travel, subsistence and accommodation expenses must be authorised by the **Assistance Company** prior to being incurred.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the **Assistance Company**.
3. costs that arise over 12 months after a claim was first notified.
4. all costs recoverable under Section 3 – Medical and Repatriation Expenses.

SECTION 5 - HOSPITAL BENEFIT

Should **You** suffer **Accidental Bodily Injury** or illness during the period of travel, **We** will pay up to the amount shown in the **Schedule of cover & limits** for each full 24 hours that **You** spend as an inpatient in a hospital outside the **United Kingdom**.

SECTION 6 - PERSONAL EFFECTS & BAGGAGE

We will pay:

1. Personal Baggage

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

Please Note:

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

2. Delayed Baggage

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

Please note:

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

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident (not applicable to Delayed Baggage claims);
2. claims arising directly or indirectly from **You** not exercising reasonable care for the safety and supervision of **Your** property;
3. claims arising directly or indirectly from loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access;
4. claims arising directly or indirectly from if **Your Personal Possessions** are lost, damaged or delayed in transit, and **You** do not notify the carrier (i.e. airline, shipping company, etc) as soon as possible and obtain a written carrier's report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss;
5. claims arising directly or indirectly from loss, destruction, damage or theft:
 - a. from confiscation or detention by customs or other officials or authorities;
 - b. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, sports gear whilst in use (other than **Ski Equipment** or **Golf Equipment** for **Trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products including electrical nicotine products;
 - c. due to wear and tear, denting or scratching, moth or vermin;
 - d. of **Valuables** left as checked-in baggage;
6. claims arising directly or indirectly from mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
7. claims arising directly or indirectly from **Valuables** stolen from an **Unattended** vehicle;
8. claims arising directly or indirectly from **Personal Possessions** stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
9. claims arising directly or indirectly from loss or theft or damage to **Money** (please refer to section 8 – Money and Cash);
10. claims arising directly or indirectly from loss or theft or damage to **Business Equipment** (please refer to section 25 – Business Equipment) claims arising directly or indirectly from any shortages due to error, omission or depreciation in value;
11. claims arising directly or indirectly from any property more specifically insured or recoverable under any other source;
12. claims arising directly or indirectly from the cost of replacement locks;
13. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 7 - MOBILITY AIDS

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, if **Your Mobility Aid** is lost, stolen or damaged during **Your Trip**, for the reasonable cost of repair, or (if it is beyond economical repair) the reasonable cost of replacement, after making proper allowance for fair wear and tear. In addition, **We** will pay the cost of temporary hire of **Mobility Aids** during **Your Trip**.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from damage due to normal wear and tear;
3. claims arising directly or indirectly from any item more specifically insured or losses recoverable under any other source;
4. claims arising directly or indirectly from **Mobility Aids** not owned by **You**;
5. claims arising directly or indirectly from if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
6. claims arising directly or indirectly from anything set out in the General exclusions.

SECTION 8 - MONEY AND CASH

We will pay:

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

PLEASE NOTE:

You must notify the local Police within 24 hours of discovery and obtain a Police crime reference number. Failure to do so may invalidate **Your** claim.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident;
2. claims arising directly or indirectly from **You** not exercising reasonable care for the safety and supervision of **Your Money**;
3. claims arising directly or indirectly from loss, destruction, damage or theft of any **Money** left **Unattended** in a public place, or a place to which members of the general public have access;
4. claims arising directly or indirectly from **Money** stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
5. claims arising directly or indirectly from any shortages due to error, omission or depreciation in value;
6. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 9 - LOSS OF PASSPORT & TRAVEL DOCUMENTS

We will pay :

Up to the amount shown in the **Schedule of Cover & Limits** for:

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

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities;
3. claims arising directly or indirectly from loss or theft unless:
 - a. **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and
 - b. **You** have obtained a written Police crime reference number;
4. claims arising directly or indirectly from loss of or theft from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry;
5. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 10 - TRAVEL DELAY

This section does not apply to **Trips** within the **United Kingdom** (except for trips between the **United Kingdom**, the Channel Islands and the Isle of Man).

We will pay either:

1. the sum insured shown in the **Schedule of Cover & Limits** if the departure of the **Public Transport** on which **You** are booked to travel is delayed by at least 12 hours; or
2. up to the amount under section 1 - Cancellation of Trip, as shown in the **Schedule of Cover & Limits** (after deduction of the **Excess per Insured Person**) if **You** abandon the **Trip** (on the **Outward Journey** only) after the first full 12 hours due to the delay of **Your** outward flight, sea crossing, coach or train departure to or from the **United Kingdom** for more than 12 hours beyond the booked departure time as a result of:
 - a. **Strike or Industrial Action** provided that when **Your 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.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits per Insured Person**;
2. claims arising directly or indirectly from **You** not checking-in for the flight, sea crossing, coach or train departure before the intended departure time;
3. claims arising directly or indirectly from **You** not obtaining written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay;
4. claims arising directly or indirectly from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
5. claims arising directly or indirectly from anything set out in the General Exclusions.

PLEASE NOTE:

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

The insurance cover is extended to residents of the Isle of Man and Channel Islands travelling to mainland **United Kingdom** with pre-booked travel arrangements only.

SECTION 11 - MISSED DEPARTURE

This section does not apply to **Trips** within the **United Kingdom** (except for **Trips** between the **United Kingdom**, the Channel Islands and the Isle of Man).

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for travel and accommodation expenses reasonably incurred to reach **Your** booked destination, if:

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

Accommodation and travel should be of an equivalent standard or class to that booked as part of **Your Trip**.

We will not pay for:

1. claims arising directly or indirectly from **You** not allowing sufficient time for **Your** journey to the airport or port or other international departure point to catch the conveyance in which **You** are travelling;
2. claims arising directly or indirectly from **Public Transport** provider failure unless **You** get a letter from the provider confirming that the service did not run on time;
3. claims arising directly or indirectly from the accident or breakdown of **Your** vehicle unless **You** get confirmation of the delay from the authority who went to the accident or breakdown affecting the vehicle **You** were travelling in;
4. claims arising directly or indirectly from any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued;
5. claims arising directly or indirectly from anything set out in the General Exclusions.

Special conditions which apply to this section:

Under this **Policy** **You** must:

1. in the event of a claim arising from any delay due to traffic congestion obtain written confirmation from the relevant transport authority of the location, stating the reason for and duration of the delay;
2. allow sufficient time for the scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

SECTION 12 – CONNECTING FLIGHTS

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for **Your** reasonable additional travel and accommodation costs (room only) **You** have to pay:

1. to reach **Your** overseas destination;
2. where **You** are on a multi-centre holiday to reach **Your** next destination as shown on **Your** travel itinerary; or
3. on **Your** return journey **Home** within the **United Kingdom**

that **You** cannot claim back from any other source if **You** fail to arrive at the departure point in time to board any onward connecting **flight** (whether overseas or in the **United Kingdom**) on which **You** are booked to travel as a result of:

- a. the failure of other **Public Transport**; or
- b. **Strike or Industrial Action** or adverse weather conditions; or
- c. **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. any costs incurred by **You** which are recoverable from the transport operator or for which **You** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements;
4. any costs which **You** would have expected to pay during **Your Trip**;
5. claims arising directly or indirectly from circumstances known to **You** prior to the date the insurance is purchased by **You** or at the time of booking the **Trip** (whichever is the later) which could reasonably have been expected to give rise to cancellation or **Curtailed** of the **Trip**;
6. a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued;
7. scheduled flights not booked in the **United Kingdom**;
8. costs which **You** can recover from elsewhere. For example, payments recoverable from **Your** credit or debit card issuer.
9. being denied boarding due to **Your** drug use, alcohol or solvent abuse or **Your** inability to provide a valid passport or other documentation required by the transport operator or their handling agent;
10. 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;
11. anything set out in the General Exclusions.

Special conditions which apply to this section:

Under this **Policy** **You** must:

1. in the event of a claim arising from any delay due to traffic congestion, obtain written confirmation from the relevant transport authority of the location, stating the reason for and duration of the delay;
2. allow sufficient time for the scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

SECTION 13 - PERSONAL ACCIDENT

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for the following benefits, to **You** or **Your** legal personal representative, if **You** suffer an **Accidental Bodily Injury** during **Your Trip** which, within 12 months after the date of that accident, is the sole cause of **You**:

1. Death
2. **Loss of limb**
3. **Loss of Sight** in one or both eyes
4. **Permanent Total Disablement.**

For persons aged under 18 years or over 75 years at the time of the incident, the death benefit will be limited to funeral expenses up to £5,000 and there will be no cover for **Permanent Total Disablement**.

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

1. **You** sickness or disease.
2. **You** physical or **Psychiatric Condition** that is gradually deteriorating;
3. an injury which existed prior to the commencement of the **Trip**;
4. any claims under this section not notified to **Us** within 12 months of the date of the accident;
5. anything set out in the General Exclusions.

SECTION 14 - PERSONAL LIABILITY

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, for **Your** legal expenses and legal liability for damages due to an accident that happened during **Your Trip** for:

1. **Accidental Bodily Injury** to a third party who is not a member of **Your Family**, household or employed by **You**;
2. loss of or damage to property belonging to a third party which does not belong to and is not in the charge or control of **You**, or any member of **Your Family**, household or employee;
3. damage to **Your** temporary holiday accommodation (subject to the **Excess** shown in the **Schedule of Cover & Limits** for property damage) that does not belong to **You**, or any member of **Your Family**, household or employee.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from legal expenses or damages resulting from an **Accidental Bodily Injury** to **Your** employee, or a member of **Your Family** or household or damage to the property of **Your** employee, or a member of **Your Family** or household;
3. claims arising directly or indirectly from fines imposed by a court of law or other relevant bodies;
4. anything caused directly or indirectly by:
 - a. liability for which **You** are responsible for, because of an agreement **You** have entered into which would not apply in the absence of that agreement.
 - b. injury, loss or damage arising from:
 - i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms;
 - ii. the occupation (except temporarily for the purpose of the **Trip**) or ownership of any land or buildings;
 - iii. the carrying out of any trade or profession; manual work or hazardous occupation;
 - iv. racing of any kind;
 - v. any deliberate act;
 - c. liability covered under any other insurance policy;
5. any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
6. claims arising directly or indirectly from anything set out in the General Exclusions.

Please note:

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

SECTION 15 - LEGAL EXPENSES

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, (but not more than £50,000 in total for all **Insured Persons**) for **Your** legal costs and expenses incurred to claim for compensation or damages for negligence against a third party if **You** are injured or **You** die during the period of **Your Trip**.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from costs or expenses that **We** have not agreed to;
3. claims arising directly or indirectly from any claim not reported to **Us** within 180 days after the event giving rise to the claim;
4. claims arising directly or indirectly from any claim against a travel agent, tour operator or carrier, Fly-sure, Just Insurance Agents Ltd or **Us**;
5. claims arising directly or indirectly from actions between members of the same family or household, or actions to enforce a judgement or legally binding decision;
6. claims arising directly or indirectly from any claim where it is considered that, from **Your** lawyers report, **Your** prospects of success in achieving a reasonable benefit are insufficient or where the cost of the action could be more than the settlement;
7. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 16 - CATASTROPHE

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by **You** as a result of being forced to move from the accommodation booked in advance for **Your Trip** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.

SECTION 17 - MUGGING BENEFIT

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period and in total if **You** are hospitalised during **Your Trip** because of **Accidental Bodily Injuries** sustained during a mugging or similar violent and unprovoked attack.

We will not pay for:

1. claims arising directly or indirectly from any incident where **You** cannot provide a crime reference number from the local Police;
2. claims arising directly or indirectly from failure to notify the **Assistance Company** as soon as possible after **Your** admission to hospital;
3. claims arising directly or indirectly when **You** do not provide medical evidence from a qualified **Medical Practitioner** to confirm the injuries and treatment given;
4. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 18 - HIJACK

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period if **You** are prevented from reaching **Your** scheduled destination as a result of the **Public Transport** in which **You** are travelling is hijacked.

We will not pay for:

1. claims arising directly or indirectly from the payment of ransom;
2. claims arising directly or indirectly from a hijack that has not been reported to or investigated by the Police or local authority or where a written report has not been provided to **Us** confirming that **You** were involved along with the duration of the hijack which **You** were unlawfully detained;
3. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 19 – UNINHABITABLE ACCOMMODATION

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for additional accommodation and transport costs incurred if **You** need to move to substitute accommodation on arrival or at any other time during the **Trip** because **You** cannot use **Your** booked accommodation as a result of the following events:

1. fire, flood, storm, explosion, landslide, avalanche, hurricane, earthquake, tsunami or volcanic eruption making **Your** accommodation uninhabitable;
2. an outbreak of food poisoning or an infectious disease.

We will not pay for:

1. claims arising directly or indirectly from any costs or charges also covered under any other section of this policy;
2. claims arising directly or indirectly from any claim if **Your Trip** is booked as part of a package holiday;
3. any claim for additional transport and accommodation costs, which are of a higher standard than that of **Your** originally pre-booked transport and accommodation;
4. any costs incurred by **You** which are recoverable from elsewhere including those from the transport operator, the accommodation provider or **Your** credit or debit card issuer or those for which **You** receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
5. any costs which **You** would have expected to pay during **Your Trip**;
6. claims arising directly or indirectly from anything set out in the General Exclusions.

Special conditions which apply to this section:

You must obtain written confirmation from the company providing the service or the local police that confirms **You** could not use **Your** accommodation and the reason(s) for this.

SECTION 20 – CRISIS RESPONSE SERVICES

This section is operative if Gold cover has been purchased

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for **Crisis Consulting Expenses** incurred by **You** as a direct result of a **Crisis Event** that commences whilst **You** are on a **Qualifying Trip** during the **Period of Insurance**.

We will not pay for:

1. claims arising directly or indirectly from any **Kidnap** of an **Insured Person** in their permanent country of residence;
2. claims arising directly or indirectly from any **Kidnap** of an **Insured Person** by a family member or as a result of a domestic dispute;
3. claims arising directly or indirectly in respect of **Kidnap, Blackmail, Extortion, Hijack, Wrongful Detention, Your** fraudulent or criminal act whether acting alone or in collusion with others;
4. claims arising directly or indirectly in respect of **Wrongful Detention** only:
 - a. any act or alleged act of an **Insured Person** which would be a criminal offence in the **United Kingdom** unless **We** determine that such allegations were intentionally false, fraudulent, and malicious and made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of the **Insured Person**; or
 - b. the failure of the **Insured Person** to properly procure or maintain relevant visas, permits, or other documentation.
5. claims arising directly or indirectly in respect of **Disappearance** only:
 - a. the voluntary **Disappearance** of an **Insured Person** of his or her own free will;
 - b. the **Disappearance** of an **Insured Person** during or within twenty-four (24) hours of a storm (wind, rain, snow, sleet, hail, lightning, dust, or sand), earthquake, flood, tsunami, volcanic eruption, wildfire, or other similar natural disaster that results in severe and widespread damage and that causes the area in which the **Insured Person** was last located to be declared unsafe or a disaster area by the local government and deemed to be uninhabitable or dangerous; or
 - c. the **Disappearance** of an **Insured Person** while engaged in transit by air or sea.

DEFINITIONS APPLICABLE TO SECTION 20 ONLY

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

Blackmail or Extortion

The making of illegal threats, either directly or indirectly, to an **Insured Person** to:

1. kill, injure, or abduct an **Insured Person**;
2. pollute or cause physical damage or loss to **Property**; or
3. disseminate, divulge or utilise **Proprietary Information** including any personal, private, or confidential data; by persons who then demand a **Ransom** as a condition of not carrying out such threats.

Child Abduction

The wrongful and illegal holding of a person under the age of 18 without a demand for a **Ransom**.

Crisis Consulting Expense

The reasonable and necessary fees levied by **NYA** and **Extra Expense**.

Crisis Event

1. **Kidnap, Hijack, Disappearance, Wrongful Detention, Child Abduction** and/or **Hostage Crisis**
2. **Blackmail, Extortion, and/or Threat**
3. **Murder, Violent Crime** and/or **Suspicious Death**
4. **Terrorist Act, Man-made Disaster** and/or **Natural Catastrophe**

or a series of acts committed in furtherance of such incident.

Disappearance

The complete and unexpected loss of contact with an **Insured Person** for a period in excess of forty-eight (48) hours.

Extra Expense

The additional costs incurred whilst acting on the direct instructions of **NYA**. These costs are limited to 10% of the annual aggregate limit of the policy and are part of and not in addition to the overall annual aggregate of the **Policy**. These costs are limited to those incurred during the duration of each **Insured Loss**.

Hijack

The attempted or actual illegal holding under duress of an **Insured Person** for a period in excess of three (3) hours while travelling in or on any aircraft, motor vehicle, railway train, or waterborne vessel or any other form of public or private transport.

Hostage Crisis

The illegal holding of an **Insured Person** for a period in excess of one (1) hour as security for meeting the specified demands or terms of the persons holding an **Insured Person**, where the party negotiating for the release of the hostage is also in the immediate vicinity of the **Insured Person** being held.

Insured Person

Any person insured under this **Policy**.

Insured Loss

Those amounts and expenses that **You** incur, which are directly caused by a **Crisis Event**.

Kidnap

Any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away, by force or fraud, of one or more **Insured Person** for the purpose of demanding **Ransom** as a condition of release of the victim. **Kidnap** does not include **Child Abduction**.

Man-made Disaster

Deliberate or negligent human actions directly and principle caused one or more identifiable disastrous events.

Natural Catastrophe

Any event of natural occurrence including but not limited to earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, windborne dust or sand, wildfire or similar event that results in widespread and severe damage which makes the whole area **Uninhabitable**. In no event shall a **Natural Catastrophe** be deemed to apply to a marine vessel of any kind.

Property

Buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile (including vessels and aircraft), bloodstock and livestock owned or leased by **You**.

Proprietary Information

Any confidential, private, or secret information unique to **You**.

Qualifying Trip

A **Trip** outside the **United Kingdom** or a **Trip** within the **United Kingdom** which involve at least two nights pre-booked accommodation away from **Your Home**.

Ransom

Cash and/or marketable securities, goods, or services surrendered or to be surrendered by or on behalf of **You** to meet a **Kidnap, Extortion** or **Hostage Crisis** demand.

NYA

NYA International Limited or such other independent crisis management consultants appointed with the prior written approval of **Us**.

Suspicious Death

The sudden and unexpected death in unexplained circumstances of someone **You** are travelling with on **Your Qualifying Trip**.

Terrorist Act

Any act designed to influence the Government or to intimidate the public or a section of the public and is done for the purpose of advancing a political, religious, racial or ideological cause but not limited to war, civil war, civil unrest, military uprising, rebellion, revolution, insurrection, riot or a nuclear, biological or chemical incident caused by terrorism.

Threat

A threat made specifically against an **Insured Person** and/or an **Insured Person's Property** and not accompanied by a **Ransom** demand, to:

1. inflict bodily injury, subject to **Wrongful Detention**, or abduct an **Insured Person**; or
2. damage, destroy, or contaminate any **Property**; or
3. reveal confidential or **Proprietary Information**.

Uninhabitable

Your location is deemed unfit for habitation as determined by **NYA** due to lack of shelter, food, heat and/or drinking water and no suitable alternative accommodation is available within ten (10) miles of **Your** location.

Violent Crime

A criminal physical attack upon an **Insured Person** by a person who is armed with a **Weapon** which results in the **Accidental Bodily Injury** of the **Insured Person**.

Weapon

An instrument or explosive device that is used by the perpetrator to injure, kill or incapacitate a person.

Wrongful Detention

The holding under duress of an **Insured Person** for a period in excess of six (6) hours for whatever reason and whether by authorities legally constituted in the place of custody or by other parties.

CONDITIONS APPLICABLE TO SECTION 20 ONLY

1. If more than one **Crisis Event** is or was carried out in furtherance of another **Crisis Event** or as part of a common scheme, they shall be deemed to be connected and to constitute a single **Crisis Event**. The limit of indemnity provided by this **Policy** for such a deemed single **Crisis Event** shall not exceed the highest applicable limit of indemnity of any one of the **Crisis Events** deemed to be connected and to constitute the single **Crisis Event**.
2. **You** must cooperate with **Us** in all matters relating to this coverage. This may include, but is not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration or other proceedings.
3. The insurance provided by this section will be excess over any other valid and collectible **Kidnap, Ransom** and/or **Extortion** insurance.

There shall be no liability under this **Policy** in respect of a series of **Crisis Events** that began before the **Period of Insurance**.

If **You** have other insurance against a **Crisis Event** covered by this section that purports to be excess of this insurance, **We** will not be liable under this section for a greater proportion of such loss and claims expenses than the applicable sum insured as shown in the **Schedule of Cover & Limits** bears to the total applicable limit of insurance of all valid and collectible insurance against such loss.

CLAIMS PROCEDURE

When a **Crisis Event** has occurred, or is believed to have occurred, please:

1. notify **NYA** on the 24/7 emergency contact number, +44 (0) 1273 740927, and provide whatever information is required, as soon as is practicable;
2. inform or allow **NYA** to inform the appropriate authorities responsible for law enforcement in the country where the **Crisis Event** has occurred, or is believed to have occurred, of the **Crisis Event**, including any **Ransom** demand, as soon as is practicable, but taking into consideration the personal safety of the victim;

If **You** fail to comply with these obligations then no cover shall be afforded in connection with that **Crisis Event**.

SECTION 21 - WINTER SPORTS

This section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

WINTER SPORTS ACTIVITIES

The below are those activities that **We** classify as Winter Sports activities:

- Air Boarding
- Big Foot Skiing
- Cross country skiing (recognised paths)
- Dry slope skiing/snowboarding
- Glacier walking or trekking (under 4000m)
- Heli -skiing with a guide and one drop off point
- Ice fishing
- Kick sledging
- Langlauf
- Monoskiing
- Nordic Skiing (recognised paths)
- Off piste skiing/snowboarding*
- Recreational ski or snowboard racing
- Ski racing or training (non-professional)
- Ski Randonnee
- Ski Run walking
- Ski skimming
- Ski touring (with a guide)
- Ski/snowboard fun parks
- Skiing
- Sledging
- Snow biking
- Snow blading
- Snow tubing
- Snow mobiling (Not covering personal accident or liability)
- Snow Zorbing
- Snowboarding
- Tobogganing

*Off Piste Skiing/Snowboarding

Off piste skiing is skiing on unmarked or ungroomed pistes or slopes and cover is included provided **You** never ski alone and adhere to local safety and ski patrol guidelines and warnings. There is no cover under this **Policy** if **You** ski in a closed or avalanche risk area. If **You** are not skiing with a guide or instructor **Your Policy** excludes cover where the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.

ACTIVITIES NOT COVERED

Even if the appropriate Winter Sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons or bobsleighs, ski or ski bob racing in International and National events including their heats and officially organised practice or training sessions for these events.

We may be able to offer cover for other sports and activities which are not listed. If **You** plan to take part in a sport or activity that does not appear in the activity lists above, **You** should contact Fly-Sure for advice. If **You** do not tell **Us** about **Your** planned sport or activity, **We** may not pay any claims arising from **Your** participation.

IMPORTANT ADVICE TO FOLLOW

1. Always adopt and follow the appropriate and recommended safety precautions when undertaking any winter sport activity.
2. Check that the area and the snow **You** wish to ski on is suitable for a skier at **Your** level.
3. Never ski in closed areas.
4. Never ski alone if going off piste.

1. SKI EQUIPMENT

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for the value of repair or replacement of **Your own Ski Equipment** of a similar standard (after making proper allowance for wear and tear and depreciation) or hired **Ski Equipment**, if they are lost, stolen or damaged during **Your Trip**.

PLEASE NOTE:

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

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

2. SKI HIRE

We will pay for:

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

3. DELAYED SKI EQUIPMENT

We will pay:

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

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from any sport or activity that is not listed and **You** have previously not informed **Us** about;
3. claims arising directly or indirectly from **You** not exercising reasonable care for the safety and supervision of **Your own** or **Your** hired ski equipment;
4. claims arising directly or indirectly from **You** not obtaining a crime reference number from the Police within 24 hours of the discovery in the event of loss, burglary or theft of **Your own** or **Your** hired ski equipment;
5. **Your own** or **Your** hired ski equipment which is lost, damaged or delayed in transit, if **You** do not:
 - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline); or
 - b. follow up in writing within 7 days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
6. any loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
7. any theft of **Your own** or **Your** hired ski equipment from an **Unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored in a roof box, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
8. claims arising directly or indirectly from anything set out in the General Exclusions.

4. SKI PACK

We will pay:

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

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

1. claims that are not confirmed as medically necessary by the **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;
2. anything set out under what **You** are not covered for of Section 3 - Medical & Repatriation Expenses section;
3. anything set out under the General Exclusions.

5. PISTE CLOSURE

This section only applies between 1st December and 30th April if **You** are travelling to the Northern hemisphere or between 1st May and 30th September if **You** are travelling to the Southern hemisphere, if there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing.

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for:

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

We will not pay for:

1. claims where **You** have not obtained written confirmation of resort closure from the local representative;
2. claims where not all skiing facilities are totally closed;
3. claims where the lack of snow conditions are known or are public knowledge at the time you purchased **Your Policy**;
4. claims arising directly or indirectly from anything set out in the General Exclusions.

6. AVALANCHE COVER

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for additional travel and accommodation costs **You** need to pay if **Your** outward or return journey is delayed for more than 12 hours because of an avalanche. Accommodation and travel should be of an equivalent standard/class to that booked as part of **Your Trip**.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. the costs incurred if **You** decide to move and it was considered by the resort authorities safe to remain in **Your** pre-booked resort;
3. claims where **You** have not provided a written statement from the appropriate authority confirming the reason and duration of the delay;
4. claims arising directly or indirectly from anything set out in the General Exclusions.

SECTION 22 - CRUISE COVER

This section only applies if have paid the appropriate additional premium and it is shown on Your Policy Schedule.

1. MISSED PORT DEPARTURE

We will pay:

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

1. the failure of scheduled **Public Transport**;
2. an accident to or breakdown of the vehicle in which **You** are travelling;
3. a major accident or breakdown occurring ahead of **You** on a motorway which causes an unexpected delay to the vehicle in which **You** are travelling; or
4. strike or industrial action or adverse weather conditions.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from **You** not allowing sufficient time for **Your** journey to the airport or port or other international departure point to catch the conveyance in which **You** are travelling.
3. claims arising directly or indirectly from a **Public Transport** provider failure unless **You** provide evidence confirming that the service did not run on time.
4. claims arising directly or indirectly from the accident or breakdown of **Your** vehicle unless **You** get written confirmation of the delay from the authority who went to the accident or breakdown affecting the vehicle **You** were travelling in.
5. claims arising directly or indirectly from any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued;
6. claims arising directly or indirectly from the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any such regulatory body in a country to/from which **You** are travelling;
7. additional expenses where **Your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **You** are travelling independently and not part of an integrated cruise package;
8. claims arising directly or indirectly from anything set out in General Exclusions.

SPECIAL CONDITIONS WHICH APPLY TO THIS SECTION:

Under this Section of the **Policy** **You** must:

1. in the event of a claim arising from any delay due to traffic congestion, obtain written confirmation from the appropriate transport authority of the location, stating the reason for and duration of the delay.
2. allow sufficient time for the scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

2. CABIN CONFINEMENT

We will pay:

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

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from any confinement to **Your** cabin which has not been confirmed in writing by the ships medical officer;
3. claims arising directly or indirectly from anything set out in the General Exclusions.

3. UNUSED EXCURSIONS

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for the cost of pre-booked excursions, which **You** were unable to use as a direct result of being confined to **Your** own cabin due to an **Accidental Bodily Injury** or illness which is covered under Section 3 - Medical & Repatriation Expenses.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from anything set out in the General Exclusions.

4. ITINERARY CHANGE

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. The reason for the missed port must be confirmed by the cruise operator in writing.

We will not pay for:

1. claims directly or indirectly from a missed port caused by **Strike or Industrial Action** if the **Strike or Industrial Action** was notified at the time that the insurance was purchased;
2. claims directly or indirectly from **Your** failure to attend the excursion as per your itinerary;
3. claims directly or indirectly from instances when **Your** ship cannot put people ashore due to a scheduled tender operation failure;
4. claims arising directly or indirectly from anything mentioned in the General Exclusions.

5. CRUISE INTERRUPTION

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for additional travel expenses incurred to reach the next port in order to re-join the cruise, following **Your** temporary illness or **Accidental Bodily Injury** requiring hospital treatment on dry land.

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from where less than 25% of the **Trip** duration remains;
3. claims arising directly or indirectly from any known pre-existing medical condition affecting **You** unless stated on the Medical Declaration Schedule;
4. claims arising directly or indirectly from anything set out in the General Exclusions.

SPECIAL CONDITIONS WHICH APPLY TO THIS SECTION

Under this Section of the **Policy**, **You** must, prior to arranging any additional travel, contact the **Assistance Company** for approval and assistance with any travel arrangements. **You** must also obtain a medical certificate from the **Medical Practitioner** in attendance to confirm the details of **Your** unforeseen illness or **Accidental Bodily Injury**.

If the time of requesting **Our** assistance satisfactory medical evidence is not supplied in order to substantiate that the claim is due to **Your** unforeseen illness or **Accidental Bodily Injury**, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

SECTION 23 - GOLF COVER

This section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

1. GOLF EQUIPMENT

We will pay:

1. for loss of **Golf Equipment** up to the amount shown in the **Schedule of Cover & Limits**;
2. for the value of repair or replacement of **Your own Golf Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Golf Equipment**, if they are lost, stolen or damaged during **Your Trip**.

PLEASE NOTE: Claims for owned **Golf Equipment** will only be calculated as follows

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

3. Hire of **Golf Equipment**

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

We will not pay for:

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims arising directly or indirectly from **You** not exercising reasonable care for the safety and supervision of **Your own** or **Your hired Golf Equipment**;
3. claims arising directly or indirectly from **You** not obtaining a Police reference number within 24 hours of the discovery in the event of loss, burglary or theft of **Your own** or **Your hired Golf Equipment**;
4. the loss, damage or delay in transit of **Your own** or **Your hired Golf Equipment** if **You** do not;
 - a. notify the carrier (i.e. airline, shipping company etc.) as soon as possible and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline); or
 - b. follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your own** or **Your hired Golf Equipment** being stolen from an **Unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored in a roof box or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
7. claims arising directly or indirectly from anything set out in the General Exclusions.

2. LOSS OF GREEN FEES

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, in total for the unused portion of **Your** green fees costs paid for or contract to be paid for before **Your Trip** commenced, where **You** do not **Curtail** the **Trip**, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of an **Accidental Bodily Injury** or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused green fees.

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

1. claims that are not confirmed as medically necessary by the **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** confirming that **You** are unable to play golf and unable to use the golf facilities;
2. anything mentioned under "What **You** are not covered for" of Section 3 - Medical & Repatriation Expenses;
3. claims arising directly or indirectly from anything set out in the General Exclusions.

3. HOLE IN ONE

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits**, if **You** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised competitive game on any golf course while **You** are playing golf on a **Trip**.

PLEASE NOTE:

This benefit will only be payable once in any game and is subject to a minimum hole length of 150 metres.

We will not pay for:

1. claims arising directly or indirectly when **You** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
2. anything set out in the General Exclusions.

SECTION 24 - BUSINESS EQUIPMENT

This section only applies if **You** have paid the appropriate additional premium and it is shown on **Your Policy Schedule**.

1. BUSINESS EQUIPMENT**We will pay for:**

Up to the amount shown in the **Schedule of Cover & Limits** for the loss, theft or damage of **Your Business Equipment** suffered during the **Trip**.

2. BUSINESS EQUIPMENT HIRE**We will pay for:**

Up to the amount shown in the **Schedule of Cover & limits** for the reasonable cost of hiring equivalent replacement **Business Equipment** if during the **Trip** the **Business Equipment** held by **You** for business reasons is lost, stolen or damaged.

3. BUSINESS MONEY**We will pay for:**

Up to the amount shown in the **Schedule of Cover & Limits** for the following business items that **You** are responsible for:

1. **Business Money**
2. Travel Tickets
3. Green Card

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

We will not pay for:

1. the **Excess** as shown on the **Schedule of Cover & Limits** for each and every claim;
2. any loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'Property Irregularity Report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven days;
3. any loss and/or theft not reported to the Police within 24 hours of discovery, and a Police reference number is not obtained;
4. any loss, theft or damage whilst left unattended unless **You** have kept them in locked accommodation, a safe or a safety deposit box;
5. claims arising directly or indirectly from **Business Equipment** or **Business Money** left in a vehicle overnight;
6. any loss, theft or damage to mobile phones (including smart phones, Pocket PCs, Blackberry devices, and iPhones not covered under **Business Equipment**), loose precious stones, securities, deeds, bonds, stamps or documents of any kind;
7. loss, theft, or damage of **Business Equipment** and **Business Money** whilst in the custody of the carrier;
8. more than the value of the part of a pair or set which is lost, stolen or damaged;
9. claims arising directly or indirectly from anything set out under the General Exclusions

CONDITIONS

In addition to the General Conditions, the following conditions apply:

1. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for that property, it will then belong to **Us**.
2. if **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than 3 years old at the time and that evidence of the original purchase is provided.
3. all Exclusions and Conditions from Section 6 - Personal Effects & Baggage will apply to this section.

GENERAL CONDITIONS APPLICABLE TO SECTIONS 1 – 24 ONLY.

1. No payment will be made under the following sections without appropriate medical certification:
 - a. Cancellation of **Trip**
 - b. Curtailment
 - c. Medical and Repatriation Expenses
 - d. Hospital Benefit
 - e. Personal Accident
 - f. Personal Liability
 - g. Legal Expenses
 - h. Winter Sports
 - i. Golf Cover
2. If **We** require any medical certificates, information, evidence and receipts, these must be obtained by **You** at **Your** expense.
3. In the event of a claim, if **We** require a medical examination, **You** must agree to this and in and in the event of death, **We** may require a post mortem examination, both at **Our** expense.
4. **You** must contact the **Assistance Company** as soon as possible if **You** are admitted to hospital as an in-patient or if **You** have medical treatment which is likely to cost more than £500 (or its equivalent in local currency). Failure to do so may affect the assessment of **Your** claim.
5. **You** must wherever possible use medical facilities which entitle **You** to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) in Europe (including Switzerland) and **You** must register in Australia with Medicare if medical care is required.
6. At all times **You** must take all reasonable precautions to avoid injury, illness, disease, loss or theft or damage and take all reasonable steps to safeguard **Your** property from loss or damage and to recover any lost or stolen article.
7. **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
 - a. make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any way; or
 - b. make a statement in support of a claim knowing this statement to be false in any way; or
 - c. submit a document in support of a claim knowing the statement to be false in any way; or
 - d. make a claim for any loss or damage caused by **Your** willful act or with **Your** connivance; then:
 - **We** will not pay the claim
 - **We** will make the **Policy** void from the date of the fraudulent act
 - **We** will not refund any premium
 - **We** may inform the Police of the circumstances
8. **You** must not make any payment; admit liability, offer or promise to make any payment without written consent from **Us**.
9. **We** are entitled to take over any rights in the negotiation, defence or settlement of any claim in **Your** name and to take proceedings in **Your** name for **Our** benefit against any other party.
10. **We** are entitled to ask **You** to repay **Us** back any amounts that **We** have paid to **You** that are not covered by **Your** policy and to refuse to pay or limit the amount paid of any claim where **You** have not provided sufficient receipts, bills or evidence to support **Your** claim.
11. **We** may at any time pay to **You** **Our** full liability under the **Policy** after which no further payments will be made in any respect.
12. It is a condition of this insurance that **You** provide us with the correct information and take reasonable care to answer all questions **We** ask honestly fully and to the best of **Your** knowledge and belief. If **You** do not, **You** may not be fully covered and this may result in **Us** refusing a claim, or only paying part of a claim, or **We** may cancel **Your** insurance **Policy**.
13. If at the time of any incident which results in a claim under **Your Policy**, there is any other insurer covering the same loss, damage, expense or liability **We** will not pay more than our proportional share and are entitled to contact that insurer for a contribution (not applicable to Section 13 - Personal Accident).
14. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
15. This **Policy** will be governed by English law and **You** and **We** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **You** reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **You** and **Us** before the commencement date.

The terms and conditions of this **Policy** will only be available in English and all communication relating to this **Policy** will be in English.

16. **We** shall not be bound to accept any new annual insurance **Policy**.
If within 14 days of the receipt of **Your Policy** **You** decide that the **Policy** does not meet with **Your** requirements **You** can cancel the **Policy** and receive a full refund provided **You** have not commenced **Your Trip** or made a claim. If during this 14-day period **You** have travelled, made a claim, or intend to make a claim then **We** will not make any refund of premium to **You**. To cancel **Your Policy** contact Fly-Sure
After 14 days, **You** can cancel this insurance at any time by contacting Fly-Sure. **You** may cancel **Your** policy by calling us at **0207 033 0660** or by writing to **Us** at Arthur J. Gallagher Insurance Brokers Limited, Fly-Sure Department, 100 Holdenhurst Road, Bournemouth, Dorset, BH8 8AQ.
However, if **You** cancel after 14 days of receipt of **Your Policy**:
- For Single Trip policies there will be no refund of premium due to **You**;
 - For Annual Multi-Trip policies provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance provided **You** have not travelled, made a claim, or intend to make a claim.
17. **We** can cancel **Your** insurance at any time by giving **You** 14 days' written notice at **Your** last known address. **We** will only do this for a valid reason. Examples of valid reasons include but are not limited to **You** informing **Us** or **We** establish there is a change in risk which **We** are unable to insure, where **We** suspect fraud on this or any other related **Policy**. Where **We** cancel **Your Policy** **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance provided **You** have not travelled, made a claim, or intend to make a claim. If **We** cancel **Your Policy** because of fraud or suspected fraud there will be no refund of premium to **You**.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS 1 – 24 ONLY

We will not pay anything directly or indirectly caused by:

1. **You** suicide or attempt to commit suicide, including if **You** deliberately injure **Yourself**;
2. **We** do not expect **You** to avoid alcohol on **Your Trip(s)** or holidays, but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result. If **Your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the necessity to make a claim occurs. Additionally, **We** will not pay a claim that relates to alcoholism or other alcohol related illnesses;
3. Solvent abuse;
4. **You** taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a doctor;
5. **You** taking a drug or drugs for the treatment of a drug addiction;
6. **You** deliberately or recklessly exposing **Yourself** to danger, except where **You** are attempting to avoid serious harm to **Yourself**, others or trying to save someone's life;
7. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
8. air travel within 24 hours of scuba diving;
9. Bankruptcy / liquidation of any tour operator, travel agent or transportation company;
10. any subsequent costs **You** incur; for example, loss of earnings due to **You** being unable to return to work following **Accidental Bodily Injury** or illness or cost of replacement locks if keys are lost;
11. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
 - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
12. loss or damage arising from:
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
 - b. any act of **Terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to Section 3 - Medical & Repatriation Expenses or Section 13 - Personal Accident provided that the **Insured Person** suffering **Accidental Bodily Injury** or illness has not participated in or conspired in such activities;
 - c. any act of **Terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents.
 - d. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above; **You** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.
13. **You** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **You** fail to wear a crash helmet or have not paid the appropriate additional premium;
14. **You** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
15. any claims arising from **Your** participation in or practice of professional or organised sports, motor racing, speed or endurance tests, mountaineering or rock climbing ordinarily necessitating the use of picks, ropes or guides, pot holing or taking part in dangerous expeditions or the crewing of a vessel outside European Waters, **Hazardous Pursuits** or **Manual Work** unless the appropriate additional premium has been paid and it is shown on **Your Policy Schedule**;
16. winter sports of any kind unless the appropriate premium has been paid and it is shown on **Your Policy Schedule**. Even if the appropriate winter sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons or bobsleighs; ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events. Never ski alone if going off piste. Please be aware **Your Policy** excludes cover in the event of any claim where **You** or the **Insured Person** has skied alone off piste or the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor;
17. any claims relating to a cruise holiday unless the appropriate premium has been paid and it is shown on **Your Policy Schedule**;
18. any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;

19. **Your pregnancy:**
- a. after the 28th week of gestation for a single pregnancy, or 16 weeks in respect of a multiple pregnancy provided no complications exist with this or any previous pregnancy;
 - b. for medical treatment and investigation that is normally conducted in respect of pregnancy or which is not for an unexpected, serious medical complication;
 - c. for the cost of childbirth without any accompanying injury, illness or complication (regardless of the proximate cause and irrespective of what stage of gestation the child is born); or
 - d. the cost of medical treatment for a newborn child where the child is not suffering from any injury, illness or complication.
20. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 3 Medical & Repatriation Expenses or Section 13 - Personal Accident);
21. any claim, loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through any **Restricted Country(ies)**;
22. the closure of **United Kingdom** or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any country;
23. claims arising from **Your** malicious or unlawful acts;
24. any claim arising directly or indirectly from a change in circumstances from that originally declared on **Your** medical screening including medical conditions or changes to **Your** health or anyone's good health on which **Your Trip** depends that **You** knew about before **Your Trip** commenced unless **We** have agreed in writing;
25. **We** shall not be liable under Section 1 – Cancellation of a **Trip** in respect of any claim directly or indirectly consequent upon or contributed to by **Psychiatric Condition(s)**;
26. any claims arising from **Your** participation in or practice of any professional entertaining, including but not limited to cruise ship entertainment, dancer, DJ, resort or hotel musician, performing arts group;
27. **We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

MEDICAL EMERGENCIES AND RETURNING EARLY TO THE UNITED KINGDOM

If **You** have an emergency during **Your Trip** and require medical treatment while outside the **United Kingdom**, or **You** have to return early to the **United Kingdom**, or **You** are in any of the circumstances listed in Sections 2 - Curtailment, Section 3 - Medical & Repatriation Expenses, Section 4 - UK Hospital Transfer and Additional Expenses and Section 5 - Hospital Benefit; **You** must telephone the **Assistance Company**.

The **Assistance Company** will be able to help **You** in numerous ways including translation and liaison with hospitals and care providers, they will be able to arrange accommodation and return flights and provide medical escorts when required. In the event of a serious medical situation, the **Assistance company** will arrange an Air Ambulance transfer to the nearest appropriate hospital near **Your Home**. The **Assistance Company** can also help by arranging payment with medical providers direct to **Your** insurance company in most circumstances. Their service will also provide and arrange the return of an **Insured Person's** remains to **Your** chosen undertaker in the **United Kingdom**.

Please telephone the **Assistance Company** on +44 (0) 1273 740927 as soon as possible and quote **Your Policy** number, **Your** name, address, telephone number and confirm that **You** are insured with Just Insurance Agents Ltd. This line is available 24 hours a day, 7 days a week.

CLAIMS PROCEDURE

When something happens which is likely to give rise to a claim under this **Policy**, **You** must notify AIG Travel Guard as soon as reasonably possible after it happens and, in any case, within 28 days from the date of return to the **United Kingdom**. Such notice shall include full details of the event. Please contact:

Write to: Claims Team
 AIG Travel Guard
 21 Cecil Pashley Way
 Shoreham Airport
 Shoreham-by-Sea
 West Sussex
 BN43 5FF

Telephone: +44 (0) 1273 740925
Email: aigtravelclaims@aig.com

Claims line is available Monday to Friday, 9:00 – 17:00; excluding public holidays

CLAIMS COOPERATION

You shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** or they feel necessary to evaluate the incident or claim. If **You** do not co-operate with **Us** and/or **Our** investigation of the claim, **We** shall not be liable to pay any claim.

ACCESS TO ADDITIONAL MATERIALS

You shall provide **Us**, or designated representatives, all information, documentation, medical information that **We** or they may require during the term of this **Policy**, or until all claims have been resolved, whichever is later.

RIGHT TO MEDICAL RECORDS AND MEDICAL EXAMINATION

Following notification of a claim, **You** shall provide, when asked, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

FOR CLAIMS UNDER SECTION 20 - CRISIS RESPONSE SERVICES PLEASE CONTACT:

- NYA International Limited
- Telephone: +44 (0) 1273 740927
- Claims line is available 24 hours a day, 7 days a week

SECTION 25 – CANCELLATION OR CURTAILMENT OF A TRIP FOLLOWING A TERRORIST ATTACK

This section is operative if Gold cover has been purchased

CANCELLATION OF A TRIP FOLLOWING A TERRORIST ATTACK

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

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for the cost of unused travel, accommodation arrangements and activities which **You** have paid, or **You** have contracted to pay, and which **You** have chosen to cancel before **You** commence **Your Trip** (including ski hire, ski school and lift passes, green fees where the appropriate winter sports or golf cover premium has been paid), due to a **Terrorist Attack** occurring within:

1. 1.5 miles of the accommodation in which **You** are booked; and
2. 14 days of **Your** scheduled arrival at the aforementioned accommodation; and
3. the **Period of Insurance**;

We will not pay for:

1. any claim where **You** are legally entitled to be indemnified from any other source or where the **Trip** can be re-booked for a later date at no extra cost to **You**;
2. claims arising directly or indirectly where the conditions leading to **Your Trip** being cancelled were in existence prior to **You** booking **Your Trip** or where such conditions were reasonably foreseeable prior to **You** booking **Your Trip**;
3. where at the time of booking **Your** travel is to a country or specific area or event to which the Foreign and Commonwealth Office has advised the public not to travel.

CURTAILMENT OF A TRIP FOLLOWING A TERRORIST ATTACK

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for either:

1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your Trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid); and
2. reasonable additional travelling expenses incurred by **You** to return to **Your Home** (travel by air is limited to Economy Class) if **You** decide to **Curtail Your Trip** and return to **Your Home** earlier than planned due to:
 - a. a **Terrorist Attack** occurring whilst on **Your Trip** and within 1.5 miles of the accommodation in which **You** are staying; or
 - b. **You** personally witnessing a **Terrorist Attack** whilst on **Your Trip**

during the **Period of Insurance**.

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

We will not pay for:

1. traveling expenses incurred more than 10 days after the **Terrorist Attack**;
2. any claim if **You** do not attempt to return **Home** within 3 days (as far as practicably possible) of the **Terrorist Attack**;
3. **Your** travel to a country or specific area or event to which the Foreign and Commonwealth Office has advised the public not to travel.

FOR CLAIMS UNDER SECTION 25 – CANCELLATION OF A TRIP FOLLOWING A TERRORIST ATTACK PLEASE CONTACT:

AIG Travel Claims

aigtravelclaims@aig.com

Telephone: +44 (0) 1273 740925

Lines are open Monday to Friday 9:15 am to 5:00 pm (excluding public holidays)

SECTION 26 – END SUPPLIER FAILURE INSURANCE

This section is operative if Gold cover has been purchased or You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

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

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

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

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

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

The Insurer will not pay for:

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

CLAIMS PROCEDURE

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

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff, CF10 3DQ
United Kingdom
Telephone: +44 (0)345 266 1872
Email: insolvency-claims@ipplondon.co.uk
Website: www.ipplondon.co.uk/claims.asp

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

HOW TO MAKE A COMPLAINT

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

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

Fax: (020) 8776 3751
Email: info@ipplondon.co.uk

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

It is **Our** policy to acknowledge any complaint within 5 working days advising **You** of who is dealing with **your** concerns and attempt to address them.

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

Having followed the above procedure, if **You** are not satisfied with the response **You** may write to:

Complaints Team
Lloyd's
One Lime Street London
EC3N 7HA
Email: complaints@lloyds.com

More information can be found on their website – www.lloyds.com/complaints

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

The Financial Ombudsman Service,
Exchange Tower,
London
E14 9SR

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

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

More information can be found of their website – www.financial-ombudsman.org.uk

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

FOR CLAIMS UNDER SECTION 26 - END SUPPLIER FAILURE INSURANCE PLEASE CONTACT:

IPP Claims at Cunningham Lindsey
Oakleigh House
14-15 Park Place
Cardiff
CF10 3DQ

Telephone: **+44 (0) 345 266 1872**

Email: Insolvency-claims@ipplondon.co.uk

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

Claims line is available 24 hours a day, 7 days a week.

SECTION 27 – TRAVEL DISPUTE

This section is operative if Gold cover purchased or You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

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

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

Claims Notification & Advice Helpline Service – 01384 377000

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

We may limit the Professional Fees that **We** pay under the **Policy** where:

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

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

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

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

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

SECTION 27 POLICY DEFINITIONS

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

Agent

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

Authorised Professional

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

Claim Limit(s)

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

Claims Specialist

Our own claims panel solicitor or claims handler.

Court

A Court, tribunal or other competent authority.

Event

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

Excess

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

Holiday

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

Insured Person

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

Insurer

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

Legal Proceedings

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

Period of Insurance

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

Policyholder, You, Your

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

Pre-Booked Accommodation

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

Professional Fees

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

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

Prospects of Success

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

Schedule

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

Standard Professional Fees

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

Territorial Limits

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

Terrorism

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

Time of Occurrence

When the **Event** occurred or commenced whichever is the earlier.

We, Us, Our

Legal Insurance Management Ltd and Royal Sun Alliance Insurance plc.

COVER

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

Upon payment of the **Policy Excess** if applicable **We** will indemnify **You** in accordance with **Our Standard Professional Fees** and where requested by **You** any other **Insured Person** up to the Limit of Indemnity subject to the terms, conditions and exclusions of this **Policy**, against **Professional Fees** arising from an insured event within the **Territorial Limits** where **You** notify **Us** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this **Policy**.

What is covered:

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

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

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

What is not covered:

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

GENERAL EXCLUSIONS FOR SECTION 27

This insurance does not cover:

1. **Professional Fees** incurred:
 - a. in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;
 - b. where the **Insured Person** should have realised when purchasing this insurance that a claim under this insurance might occur;
 - c. before **Our** written acceptance of a claim;
 - d. before **Our** approval or beyond those for which **We** have given **Our** approval;
 - e. where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
 - f. where **You** are responsible for anything which in **Our** opinion prejudices **Your** case;
 - g. if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**;
 - h. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
 - i. in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable **Prospects of Success**;

5. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this **Policy** not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a **Court**, tribunal or arbitrator;
7. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation;
8. any **Professional Fees** relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. a dispute which relates to any compensation or amount payable under a contract of insurance;
10. a dispute with **Us** not dealt with under the Arbitration condition;
11. an application for judicial review;
12. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;
13. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
14. any claim arising from a stress or psychological related condition;
15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
16. **Legal Proceedings** outside the European Union (EU) and proceedings in constitutional international or supranational **Courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
17. Legal Proceedings between an **Insured Person** and a central or local government authority;
18. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute;
19. any claims made or considered against **Us**, the **Agent** or **Authorised Professional** used to handle any claim;
20. any claims relating to cosmetic treatment, surgery or tanning;
21. **Professional Fees** incurred that exceed the maximum amount recoverable from that respective **Court** in relation to matters that fall within Small Claims **Court** Limits.
22. any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.

This does not apply to **Legal Proceedings** connected with claiming compensation following **Your** death or bodily injury.

23. any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
24. any loss or damage caused by any sort of war, invasion or revolution
25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
26. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

GENERAL CONDITIONS FOR SECTION 27:

Consumer Insurance Act

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

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

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

Observance

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

Claims

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

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

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

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

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

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

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

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

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

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

Representation

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

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

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

Conduct of Claim

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

Recovery of Costs

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

Fraud

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

PRIVACY NOTICE

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>. If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

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

Legal Insurance Management Ltd Privacy Notice

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

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

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

Due Care

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

Cancellation

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

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

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

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

Acts of Parliament

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

Arbitration

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

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Notification and Advice Helpline Service

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

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

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

Law

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

Complaints Procedure

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

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

Email Us At: claims@legallim.co.uk

Call Us On: 01384 377 000

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

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

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

Telephone: 0300 123 9123 or 0800 023 4567

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

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

Compensation Scheme

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

COMPLAINTS PROCEDURE

Sections 1 to 25 - Complaints

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about the **Policy**, please contact Fly-Sure.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Write to: The Office Manager, Fly-Sure Department, Victoria House, Toward Road, Sunderland, SR1 2QF
Telephone: 0207 033 0660
Email: admin@justtravelcover.com

If **You** wish to make a complaint about the service **You** have received from American International Group UK Limited in relation to a claim under Sections 1-25, please provide the policy or claims number, **Your** name, **Your** contact information and refer the matter to:

Write to: Customer Relations, AIG Travel, PO Box 2157, Shoreham-by-Sea, BN43 9DH
Telephone: 0330 123 3107 (Claims)
Telephone: 0345 602 7453 (Non-Claims)
E-mail: ukcustomerrelations@aig.com

American International Group UK Limited operates a comprehensive complaint process and will do their best to resolve any issue **You** may have as quickly as possible. On occasions however, it may require up to 8 weeks to provide **You** with a resolution. They will send **You** information outlining this process whilst keeping **You** informed of progress. If they are unable to resolve **Your** concerns within 8 weeks, **You** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) and will be provided full details of how to do this when **You** receive your final response letter addressing the issues raised.

If **You** remain dissatisfied, **Your** complaint may be referred to the FOS; who is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Full details of how to do this will be provided in **Your** final response letter addressing the issues raised. Please note that the FOS may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it.

The FOS can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines)
Telephone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect **Your** right to take legal action.

If **You** have purchased **Your Policy** online, you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

Section 26 – End Supplier Failure Insurance - Complaints

If **You** wish to make a complaint about **Your** claim or the service **You** have received from IPP Claims at Cunningham Lindsey, please refer to Section 26 – End Supplier Failure Insurance of the **Policy** for their complaints procedure

Section 27 – Travel Dispute – Complaints

If **You** wish to make a complaint about **Your** claim or the service **You** have received from Legal Insurance Management Ltd, please refer to Section 27 – Travel Dispute of the **Policy** for their complaints procedure

Financial Services Compensation Scheme (FSCS)

American International Group UK Limited is covered by the FSCS. If **We** are unable to meet **Our** financial obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) 0800 678 1100 or 020 7741 4100.

How We use Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why

Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

1. Insurance administration, e.g. communications, claims processing and payment
2. Make assessments and decisions about the provision and terms of insurance and settlement of claims
3. Assistance and advice on medical and travel matters
4. Management of our business operations and IT infrastructure
5. Prevention, detection and investigation of crime, e.g. fraud and money laundering
6. Establishment and defence of legal rights
7. Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
8. Monitoring and recording of telephone calls for quality, training and security purposes
9. Marketing, market research and analysis.

Sharing of Personal Information

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer

Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information

Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights

You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organization, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy

More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: dataprotectionofficer.uk@aig.com.

DATA PROTECTION NOTICE – JUST INSURANCE AGENTS LIMITED

Your personal information notice

Who we are

Just Insurance Agents Limited are the agent identified in **Your** Policy Wording and/or Certificate of insurance. **Your** insurance policy is underwritten by certain underwriters identified in the policy wording.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, we may need Your consent to process certain categories of information about You (including sensitive details such as information about Your health and any criminal convictions **You** may have). Where we need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

To fulfil our obligations under this **Policy Your** information may be shared with, and used by, a number of third parties. This includes, though is not limited to Insurers, agents or brokers, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your Personal Information** in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your Personal Information** please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise your rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact:

JustTravelcover.com

Privacy notice accessible at: www.justtravelcover.com/privacy

Email: admin@justtravelcover.com

DATA PROTECTION NOTICE – OTHER INSURERS

Section 26 – End Supplier Failure Insurance

International Passenger Protection Limited

Privacy notice accessible at www.ipplondon.co.uk/privacy

Email: info@ipplondon.co.uk

Section 27 – Travel Dispute

Legal Insurance Management Limited

Privacy notice accessible at www.legallim.co.uk/privacy-policy

Email: enquiries@legallim.co.uk

SEVERAL LIABILITY CLAUSE

The liability of an insurer under this is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. .

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.



Gallagher

Fly-Sure

IMPORTANT NUMBERS:

Medical Emergency: +44 (0) 1273 740927

Claims: +44 (0) 1273 740925

Fly-Sure: 0207 033 0660

Email: uk.fly-sure_enquiries@ajg.com

Underwritten by:

