

## Backpacker Travel Insurance Cover 2017-2018

Please note the health conditions contained within this Policy applies to all Insureds.

**Please do not Curtail any Trip or incur inpatient medical expenses without first contacting the Emergency Assistance Service +44 203 362 2423.**

Blue Insurance Limited is regulated by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.

# Schedule of Benefits 2017-2018

Section/Description	Premier Cover Limit	Excess
	(per Insured)	(per Insured)
1. Cancellation, Curtailment or Rearrangement	Up to £1,500	£100 (Loss of deposit £60)
2. Travel Delay		
i. After each 12 hour delay	£15	
Maximum	£150	
ii. Trip Abandonment	Up to £1,500	£100
3. Missed Departure	Up to £500	£100
4. Personal Accident*	Maximum Benefit	
Loss of Limbs or Sight (Aged 18 to 49yrs)	£20,000	
Permanent Total Disablement (Aged 18 to 49yrs)	£40,000	
Death Benefit (Aged 18 to 49yrs)	£5,000	
Death Benefit (Under 18yrs)	Nil	
5. Medical and Additional Expenses*	Up to £3,000,000	£100
Dental Expenses	Up to £250	
Funeral Expenses	Up to £7,000	
6. Personal Property	Up to £1,000	£100
Single Article or Set of Articles Limit	£150	
Valuables Limit	£150	
7. Money	Up to £250	£100
Cash limit (notes and coins – aged 18yrs or over)	Up to £250	
Cash limit (notes and coins – aged under 18 yrs)	Nil	
Credit Card Cover	Up to £250	£100
8. Passport, Licence and Travel Documents		
Travel Documents	Up to £250	
Replacement of Passport	Up to £250	
Emergency Passport Travel	Up to £250	
9. Personal Liability*	Up to £2,000,000	£200
10. Overseas Legal Expenses	Up to £10,000	£200
11. Programme Costs	Up to £750	£100
Within 28 days of commencement		
12. Resumption of Journey	£250	£100
13. Inter Rail Tickets	Up to £250	£100
14. Tropical Disease Screening & Treatment	Up to £200	£50
15. Scheduled Airline Failure	Up to £1,000	£100
Optional Covers (Available upon payment of additional premium)	(per Insured)	(per Insured)
16. Winter Sports		
Ski Equipment Hire*	£300 (£30 per day)	
Lack of Snow*	£400 (£40 per day)	
Avalanche Closure*	£400	£100
17. Exam Failure	£500	£100

\* The Insured is not covered under Sections 4, 5, 9 or 16 for Winter Sports activities unless an additional premium has been paid and cover is shown as being operative in the Policy Schedule / Validation certificate.

\* Sections 16 and 17 are optional covers. Cover will apply only if the appropriate additional premium has been paid and cover is shown as being operative in the Policy Schedule.

# Schedule of Benefits 2017-2018

Section/Description	Premier Plus Cover Limit	Excess
	(per Insured)	(per Insured)
1. Cancellation, Curtailment or Rearrangement	Up to £2,500	£50 (Loss of deposit £20)
2. Travel Delay		
i. After each 12 hour delay	£20	
Maximum	£200	
ii. Trip Abandonment	Up to £2,500	£50
3. Missed Departure	Up to £750	£50
4. Personal Accident*	Maximum Benefit	
Loss of Limbs or Sight (Aged 18 to 49yrs)	£40,000	
Permanent Total Disablement (Aged 18 to 49yrs)	£40,000	
Death Benefit (Aged 18 to 49yrs)	£10,000	
Death Benefit (Under 18yrs)	Nil	
5. Medical and Additional Expenses*	Up to £6,000,000	£50
Dental Expenses	Up to £250	£50
Funeral Expenses	Up to £7,000	£50
6. Personal Property	Up to £1,500	£50
Single Article or Set of Articles Limit	£250	
Valuables Limit	£250	
7. Money	Up to £350	£50
Cash limit (notes and coins – aged 18yrs or over)	Up to £350	£50
Cash limit (notes and coins – aged under 18 yrs)	Nil	
Credit Card Cover	Up to £750	£50
8. Passport, Licence and Travel Documents		
Travel Documents	Up to £350	£50
Replacement of Passport	Up to £250	£50
Emergency Passport Travel	Up to £250	£50
9. Personal Liability*	Up to £3,000,000	£200
10. Overseas Legal Expenses	Up to £15,000	£200
11. Programme Costs	Up to £1,500	£50
Within 28 days of commencement		
12. Resumption of Journey	Up to £500	£50
13. Inter Rail Tickets	Up to £500	£50
14. Tropical Disease Screening & Treatment	Up to £250	£30
15. Scheduled Airline Failure	Up to £2,000	£50
Optional Covers (Available upon payment of additional premium)	(per Insured)	(per Insured)
16. Winter Sports		
Ski Equipment Hire*	£400 (£40 per day)	
Lack of Snow*	£500 (£50 per day)	
Avalanche Closure*	£500	£50
17. Exam Failure	£750	£50

\* The Insured is not covered under Sections 4, 5, 9 or 16 for Winter Sports activities unless an additional premium has been paid and cover is shown as being operative in the Policy Schedule / Validation certificate.

\* Sections 16 and 17 are optional covers. Cover will apply only if the appropriate additional premium has been paid and cover is shown as being operative in the Policy Schedule.

# Important Conditions Relating to Health

Note: These conditions operate in respect of each Insured Person and their Travelling Companion (if any) at the time the Policy is purchased or the Holiday is booked whichever is latest.

## 1. Conditions applicable to Travellers

- a) The **Insured Person** or their **Travelling Companion** must not be:
  - i) receiving or waiting for medical treatment at a **Hospital** or nursing home;
  - ii) waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
  - iii) choosing not to take prescribed medication, or the correct dose of prescribed medicine.
  - iv) travelling against the advice of a **Qualified Medical Practitioner**;
  - v) travelling to obtain medical, dental or cosmetic treatment;
  - vi) travelling with a terminal condition;
  - vii) aged 50 or over at the time of issue.
- b) Subject to 1 above, if the **Insured Person** or their **Travelling Companion** has any pre-existing condition, they must get approval in writing from their **Qualified Medical Practitioner** that they are fit to travel before booking their **Holiday**. This will mean the **Insured Person** or their **Travelling Companion** is covered for their conditions. Please turn overleaf to see Medical Conditions which do not require completion of the Medical Declaration Form.
- c) The **Insured Person**, or any acting on their behalf, must not be aware at the time of booking of any reason why any **Holiday** might be cancelled or curtailed.

## 2. Conditions with regard to the health of **Close Relatives** or of anyone else on whom the **Holiday** might depend. Note: These pre-requirements operate at the time the Policy is purchased or the **Holiday** is booked whichever is latest.

- a) Cover will not apply for claims **Due To a Close Relative** or anyone else on whom the **Holiday** depends having:
  - i) a pre-existing **Medical Condition** unless that person's **Qualified Medical Practitioner** can state that, at the date of Policy purchase or **Trip** booking (whichever is later) he/she would have seen no substantial likelihood of that person's condition deteriorating to such a degree to cause a necessary cancellation or curtailment **Claim**. If the **Qualified Medical Practitioner** will not confirm this, any **Claim** arising from a pre-existing **Medical Condition** will be excluded.
  - ii) a terminal prognosis,
  - iii) any set of symptoms where a diagnosis has not been made; or
  - iv) any **Medical Condition** for which the **Close Relative** is on a waiting list for or has knowledge of the need for surgery, treatment or investigation at a **Hospital**, clinic or nursing home.

# Automatically Accepted Medical Conditions

Note: Completion of the Medical Declaration Form is unnecessary for these conditions.

- i) The following **Medical Conditions** are covered automatically accepted by **Us** provided that the **Insured Person** has no more than **FIVE** of these conditions simultaneously and that the 'Important Conditions Relating to Health' are met:
  - A** Abnormal Smear Test, Achilles Tendon Injury, Acne, Acronyx (Ingrowing Toe-nail), Adenoids, Allergic Rhinitis, Alopecia, Anal Fissure/ Fistula, Appendectomy, Astigmatism, Athlete's Foot (Tinea Pedis), Attention Deficit Hyperactivity Disorder
  - B** Bell's Palsy (Facial Paralysis), Benign Prostatic Enlargement, Bladder Infection (no ongoing treatment, no hospital admissions), Blepharitis, Blindness, Blocked Tear Ducts, Breast Fibroadenoma, Breast Cyst(s), Breast Enlargement/Reduction, Broken Bones (other than head or spine) - (no longer in plaster), Bunion (Hallux Valgus), Bursitis,
  - C** Caesarean Section, Candidiasis (oral or vaginal), Carpal Tunnel Syndrome, Cartilage Injury, Cataracts, Cervical Erosion, Cervicitis, Chalazion, Chicken Pox (fully resolved), Cholecystectomy, Chronic fatigue syndrome (if only symptom is fatigue and no hospital admissions), Coeliac Disease, Cold Sore (Herpes Simplex), Common Cold(s), Conjunctivitis, Constipation, Corneal Graft, Cosmetic Surgery, Cyst Breast, Cyst Testicular, Cystitis (no ongoing treatment, no hospital admissions), Cystocele (fully recovered, no hospital admissions),
  - D** D & C, Deaf Mutism, Deafness, Dental Surgery, Dermatitis (no hospital admissions or consultations), Deviated Nasal Septum, Diarrhoea and/or Vomiting (resolved), Dilatation and Curettage, Dislocations (no joint replacement or hospital admissions), Dry Eye Syndrome, Dyspepsia,
  - E** Ear Infections (resolved must be all clear prior to travel if flying), Eczema (no hospital admissions or consultations), Endocervical Polyp, Endocervicitis, Endometrial Polyp, Epididymitis, Epiphora (Watery Eye), Epispadias, Epistaxis (Nosebleed), Erythema Nodosum, Essential Tremor
  - F** Facial Neuritis (Trigeminal Neuralgia), Facial Paralysis (Bell's Palsy), Femoral Hernia, Fibroadenoma, Fibroid Uterine, Fibromyalgia, Fibromyositis, Fibrositis, Frozen Shoulder
  - G** Gall Bladder Removal, Ganglion, Glandular Fever (full recovery made), Glaucoma, Glue Ear (resolved must be all clear prior to travel if flying), Goitre, Gout, Grave's Disease, Grommet(s) inserted (Glue Ear), Gynaecomastia
  - H** Haematoma (external), Haemorrhoidectomy, Haemorrhoids (Piles), Hallux Valgus (Bunion), Hammer Toe, Hay Fever, Hernia (not Hiatus), Herpes Simplex (Cold Sore), Herpes Zoster (Shingles), Hip Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Hives (Nettle Rash), Housemaid's Knee (Bursitis), HRT (Hormone Replacement Therapy), Hyperthyroidism (Overactive Thyroid), Hypospadias, Hypothyroidism (Underactive Thyroid), Hysterectomy (provided no malignancy)
  - I** Impetigo, Indigestion, Influenza (full recovery made), Ingrowing Toe-nail (Acronyx), Inguinal Hernia, Insomnia, Intercostal Neuralgia (no admissions), Intertrigo, Irritable Bowel Syndrome (IBS) (provided definite diagnosis made and no ongoing investigations)
  - K** Keinboeck's Disease, Keratoconus, Knee Injury Collateral/ cruciate ligaments, Knee Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Kohlers Disease
  - L** Labyrinthitis, Laryngitis, Learning Difficulties, Leptothrix, Leucoderma, Lichen Planus, Ligaments (injury), Lipoma
  - M** Macular Degeneration, Mastitis, Mastoidectomy (resolved must be all clear prior to travel if flying), Menopause, Menorrhagia, Migraine (provided definite diagnosis made and no ongoing investigations), Miscarriage, Mole(s), Molluscum Contagiosum, Myalgic Encephalomyelitis (ME) (if the only symptom is fatigue and no hospital admissions), Myxoedema
  - N** Nasal Infection, Nasal Polyp(s), Nettle Rash (Hives), Neuralgia (no hospital admissions), Nosebleed(s), Nystagmus
  - O** Osgood-schlatter's Disease, Osteochondritis, Otitis, Otolosclerosis, Overactive Thyroid
  - P** Parametritis, Pediculosis, Pelvic Inflammatory Disease, Photodermatitis, Piles, Psoriasis, Post Viral Fatigue Syndrome (if the only symptom is fatigue and no hospital admissions), Pregnancy (provided no complications), Prickly Heat, Prolapsed Uterus

(womb), Pruritis, Psoriasis (no hospital admissions or consultations)  
**R** Repetitive Strain Injury, Retinitis Pigmentosa, Rhinitis (Allergic), Rosacea, Ruptured Tendons  
**S** Salpingo-oophoritis, Scabies, Scalp Ringworm (Tinea Capitis), Scheuermann's Disease (provided no respiratory issues), Sebaceous Cyst, Shingles (Herpes Zoster), Sinusitis, Skin Ringworm (Tinea Corporis), Sleep Apnoea (no machine used to assist breathing), Sore Throat, Sprains, Stigmatisms, Stomach Bug (resolved), Strabismus (Squint), Stress

Incontinence (no urinary infections)  
**T** Talipes (Club Foot), Tendon Injury, Tennis Elbow, Tenosynovitis, Termination of Pregnancy, Testicles Epididymitis, Testicles Hydrocele, Testicles Varicocele, Testicular Cyst, Testicular Torsion (Twisted Testicle), Throat Infection(s), Thrush, Thyroid Overactive, Thyroid Deficiency, Tinea Capitis (Scalp Ringworm), Tinea Corporis (Skin Ringworm), Tinea Pedis (Athlete's Foot), Tinnitus, Tonsillitis, Tooth Extraction, Toothache, Torn Ligament, Torticollis (Wry Neck), Trichomycosis, Trigeminal Neuralgia, Turner's

Syndrome, Twisted Testicle  
**U** Umbilical Hernia, Underactive Thyroid, Undescended Testicle, Urethritis (fully recovered, no hospital admissions), URTI (Upper Respiratory Tract infection) (resolved, no further treatment), Urticaria, Uterine Polyp(s), Uterine Prolapse  
**V** Varicocele, Varicose Veins - legs only, never any ulcers or cellulitis (if GP has confirmed that client is fit to travel), Vasectomy, Verruca, Vitiligo  
**W** Warts (benign, non-genital), Womb Prolapse (uterus), Wry Neck (Torticollis).

- i)

The following **Medical Conditions** are covered automatically accepted by **Us** provided that the **Insured Person** has no more than **ONE** of the conditions and no other pre-existing Medical Condition.

Arthritis (Juvenile, Osteoarthritis, Rheumatoid or Psoriatic Arthritis, Reiter's Syndrome, Rheumatism):

- There must have been NO **Hospital** admissions within the last 12 months.
- Must NOT affect the back more than any other area of the body.
- No more than 2 medications.
- No mobility aids (other than walking stick or frame).
- There must have been NO dislocations of any joint replacements.
- Must NOT be awaiting surgery.
- Must have NO lung problems/respiratory disorders.

Asthma (Wheezing):

- There must have been NO **Hospital** admissions EVER.
- Must have been diagnosed prior to age 50.
- Must be controlled with no more than 2 medications (NO nebuliser, NO home oxygen).
- Must have been a non-smoker for at least 12 months.
- Must always be able to walk 200 yards on the flat without becoming short of breath.

Diabetes Mellitus (Sugar Diabetes):

- Type 2 (Non-Insulin-Dependent Diabetes Mellitus) only.
- Controlled by diet alone or by no more than 1 medication (no Insulin).
- There must have been NO **Hospital** admissions or diabetic complications EVER.
- Must have been a non-smoker for at least 12 months.

Hypercholesterolaemia (High/Raised Cholesterol):

- No more than 1 medication.
- Must NOT be the inherited (genetic) form.
- Must have been a non-smoker for at least 12 months.

Hypertension (High Blood Pressure, White Coat Syndrome):

- No more than 2 medications.
- There must have been no change in treatment within the last 6 months.
- Must have been a non-smoker for at least 12 months.

Hypotension (Low Blood Pressure):

- Must NOT be associated with any underlying condition.

Osteoporosis (Osteopaenia, Fragile Bones):

- There must have been no broken bones within the last 5 years.
- There must have been NO vertebral (backbone) fractures.

Introduction

The **Insured** should take time to read all parts of the Policy to make sure they meet their needs and that they understand the terms, conditions and exclusions. If the **Insured** wishes to change anything or if there is anything they do not understand, they should contact the issuing agent.

Insurance Agreement

The **Insured** and **Insurer** agree that:  
The **Insured** will pay the **Premium**.

**We** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy.

This Policy, the Policy Schedule, Schedule of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance, size of the business and the circumstances of the **Claim**. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

Arranged By

This exclusive travel insurance has been organised by Blue Insurance Limited, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ.

Blue Insurance Limited is regulated by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority are available from **Us** on request.

Blue Insurance Limited act as agents of the insurer in collecting premiums, such monies as deemed to be held by the insurers with which **Your** insurance is placed.

Master Certificate Number

This evidence of insurance is to confirm that those persons who have paid the appropriate **Premium** are **insured** under the Master Certificate number BLUE/MAPFRE/Backpackertravelinsurance.com/2017.

Period of Cover

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate issued between 01.06.2017 and 31.05.2018 and for holidays or journeys commencing up to 31.05.2019.

Territorial Limits

Area 1

The Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non-European countries bordering the Mediterranean (except Algeria, Lebanon, Libya, and Albania)

Area 2

Australia/New Zealand

Area 3

Worldwide including the Caribbean but excluding The United States of America, Canada, Alaska and Hawaii

Area 4

Worldwide including The United States of America, Canada, Alaska, Hawaii and the Caribbean

# Important Contact Details

## Emergency Medical Expenses claims

Telephone: +44 203 362 2423

## Other Claims

Telephone: 0203 362 2424

## Financial Ombudsman Service

Telephone: 0800 0234 567 or 0300 123 9 123

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

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

## Blue Insurance Limited t/a BackpackerTravelInsurance.com

1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ.

Tel: 0333 355 0259

Email: [info@backpackertravelinsurance.com](mailto:info@backpackertravelinsurance.com)

**Please keep this Policy in a safe place.**

**It may be needed for reference if a claim is made.**

# Additional Services

The **Insured** may also choose to consider the following services which are totally independent of and are not part of this Policy:

### 1. Know Before You Go

In association with the 'Know Before **You** Go' Campaign, **We** are working with the Foreign & Commonwealth Office (FCO) to help travellers stay safe overseas.

Before the **Insured** goes overseas, they should check out the FCO website at [www.gov.uk/fco](http://www.gov.uk/fco). It is packed with essential travel advice and tips, and up-to-date country information.

Please note: This Policy does not cover any **Trip** involving travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If the **Insured** is not sure whether there is a travel warning for their destination, please check the FCO's website.

### 2. EHIC

If the **Insured** is travelling to Europe they should obtain a European Health Insurance Card (EHIC) and take it with them when they travel. If there is a valid **Claim** for medical expenses under this Policy, **We** will NOT deduct the excess where the cost of the **Claim** has been reduced by using a EHIC.

The **Insured** should apply for an EHIC online at <https://www.ehic.org.uk/>. If any difficulties are encountered with the online application form, call the automated service on 0300 330 1350.

# Policy Definitions

## £

means British Pounds Sterling

## Abroad

means outside the **United Kingdom**

## Accident & Accidental

means a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

## Accommodation

means **Accommodation** of a standard up to but not exceeding that in which the **Insured** was or would have been staying during the course of the **Trip**.

## Aggregate Limit

means the maximum amount that **We** will pay per **Event** in total under this and any other policies issued by **Us** to the **Insured**.

## Any One Claim

means arising from or consequent upon the same original cause, **Event** or circumstance.

## Bodily Injury

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause, occurs within 12 months from the date of the **Accident**.

## Cancellation/Curtailment Costs

means costs for unused travel and/or **Accommodation** (including ski hire, ski school and ski lift passes if the additional **Premium** for **Winter Sports** cover has been paid) which an **Insured** has paid or is contracted to pay and which cannot be recovered from any other source.

## Child/Children

means the **Insured** who is the **Lead Insured's** and / or their **Partner's** children, stepchildren, legally adopted children and children for whom the **Lead Insured** or the **Partner** is the Parent or Legal Guardian. To be covered by this Policy, the **Child/Children** must:

1. be accompanying the **Lead Insured** on a visit to the **United Kingdom** to attend a course; and
2. be unmarried; and
3. depend on the **Lead Insured** or the **Partner**; and
4. be over 3 months and under 18 years old; or be under 23 years old at the commencement date, if still in **Full-time Education**.
5. **Children** aged under 18 years will be **insured** only if they are travelling:
  - i) in the company of an adult (i.e. someone not defined as a **Child** under this Policy) known to their parent(s) (other than on an organised school, college or university **Trip**); or
  - ii) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by another adult **Insured** under this Policy.

## Claim(s)

single loss or a series of losses **Due To** one cause covered by this Policy.

## Close Business Associate

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

## Close Relative

means **Partner**, mother, father, sister, brother, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step **Child**, step sister, step brother, foster **Child**, legal guardian, next of kin or fiancé/ fiancée.



## Complications of Pregnancy and Childbirth

means any of the following only:

- Toxaemia (toxins in the blood)
- Gestational diabetes (diabetes arising as a result of pregnancy)
- Gestational hypertension (high blood pressure arising as a result of pregnancy)
- Pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy)
- Ectopic pregnancy (a pregnancy that develops outside of the uterus)
- Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
- Post-partum haemorrhage (excessive bleeding following childbirth)
- Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- Placental abruption (part or all of the placenta separates from the wall of the uterus)
- Hyperemesis gravidarum (excessive vomiting as a result of pregnancy)
- Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
- Stillbirth
- Miscarriage
- Emergency Caesarean section
- A termination needed for medical reasons
- Premature birth more than 8 weeks (or 16 weeks if **You** know **You** are having more than one baby) before the expected delivery date

## Death

means **Death** caused by **Bodily Injury** (applicable to Section 4 - Personal **Accident** only).

## Due To

directly or indirectly caused by, arising or resulting from, in connection with.

## Effective Time

means the time, during a **Period of Insurance**, when the **Insured** is covered – as detailed in the Schedule.

## Event

means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific **Event** occurring at an identifiable time and place.

## Excess

means the amount of each and every **Claim** that the **Insured** must pay, as shown in the Schedule, for each section of the Policy.

## Full Time Education

means a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

## Hospital

means any establishment which is registered or licensed as a medical or surgical **Hospital** in the country in which it is located and where the **Insured** is under the constant supervision of a **Qualified Medical Practitioner**.

## Hospital Confinement

Any continuous period of 24 hours or more during which time the **Insured** has been confined to **Hospital**.

## Illness

means any **Illness**, disease, medical complaint or **Medical Condition** which is not **Accidental Bodily Injury** and which is contracted by an **Insured**.

## In-patient

means an **Insured** whose **Hospital Confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose confinement is necessary for the medical care, diagnosis and treatment of an **Illness** or injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

## Insolvency of Travel or Accommodation Provider

means the insolvency of any travel arrangements booked in the **United Kingdom** (not forming part of an inclusive **Trip** and not bonded or **Insured** already) including:

Scheduled airlines;  
Hotels;  
Car ferries;  
Villa's Abroad & cottages;  
Railway journeys including the Eurostar;  
Coach journeys;  
Cruises;  
Car hire;  
Caravan sites / campsites / mobile homes;  
Camper rental;  
Safaris;  
Excursions;  
Eurotunnel;  
Theme parks such as Disneyland Paris.  
Costs resulting from the insolvency of the booking agent or consolidator is not included.

## Insured/You/Your

The person or persons named in the Policy Schedule.

## Insurer

MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, Sociedad Anónima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS.

## Issue Date

means the date shown in the Policy Schedule from which cover commences.

## Lead Insured

means the **Insured** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

## Legal Expenses

means:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **illness** of an **Insured** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an **Insured** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any **Claim** or legal proceedings.

## Legal Representatives

means the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured**.

## Loss of Limb

means in respect of:

- a) an arm – amputation or complete and permanent loss of use - at or above the wrist;
- b) a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

## Loss of Sight

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

- a) in both eyes if the **Insured's** name is added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 (which means that the **Insured** can only see at three feet that which they should normally be able to see at sixty feet and **We** are satisfied that the condition is permanent and without expectation of recovery) or less on the Snellen scale.

## Maximum Limit

means the maximum amount shown in the Schedule payable for any **Insured** for all **Bodily Injury** arising from any one **Accident**.

## Medical Condition

means any disease, **Illness** or injury.

## Nuclear, Chemical or Biological Weapons or Agents

means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

## Out-patient

means an **Insured** whose treatment for an **Illness** or injury does not necessitate confinement in a **Hospital**.

## Parent or Legal Guardian

means a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

## Partner

means

1. an **Insured's** spouse; or
2. an **Insured's** civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an **Insured** is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a **Claim** under this Policy.

## Period(s) of Insurance

means the period of cover between and inclusive of the **Issue Date** and the **Return Date** as shown in the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.

Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

## Period of Cover

means;

1. **Winter Sports** cover is limited to a maximum of 93 days in total per **Trip**.
2. Cancellation Cover shall be operative from the **Issue Date** as shown in the Policy Schedule this insurance is effected by the **Insured** or at the time of booking any **Trip** (whichever is the later) and terminates on the **Departure Date** of the **Trip** as shown in the Policy Schedule.
3. Other sections of the Policy shall be operative when the **Insured** leaves their home in the **United Kingdom** (whichever is the later) to commence the **Trip** and terminates at the time of the **Insured's** return to their home in the **United Kingdom** on completion of the **Trip**.
4. Any **Trip** that had already begun when the **Insured** purchased this insurance will not be covered.
5. The **Period of Cover** is automatically extended for the period of the delay in the event that the **Insured's** return to the **United Kingdom** is unavoidably delayed **Due To** an **Event Insured** by this Policy.

## Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

## Permanent Total Disablement

means disablement which:

1. has lasted for at least 12 months; and
2. which in **Our** opinion is beyond hope of recovery; and
3. will in all probability continue for the remainder of the **Insured's** life; and
4. which prevents the **Insured** from carrying out any gainful occupation for which the **Insured** is fitted by way of training, education or experience.

## Premium

means the amount specified or referred to in the Policy Schedule in respect of the specified **Period of Insurance** which is payable by the **Insured**.

## Principle Insured

means the **Insured** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

## Public Conveyance

means any publicly licensed aircraft, sea vessel, train or coach which **You** are booked to travel.

## Qualified Medical Practitioner

means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. an **Insured**; or
  2. a relative of such **Insured**
- unless approved by **Us**.

## Rearrangement Costs

means all reasonable costs incurred in transporting the original **Insured** to complete the curtailed **Trip** provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the original **Insured** to the point at which the original **Trip** was curtailed. The **Trip** must be continued within six months of the original curtailment.

## Ski Equipment

means skis (including bindings), ski boots, ski poles, snowboards, snowboard bindings and snowboard boots.

## Terrorism

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

## Transport

an air, land or water vehicle operated under licence for the **Transport** of fare-paying passengers.

## Travelling Companion

means a person(s) with whom the **Insured** has booked to travel or is travelling with on the same booking invoice.

## Trip

means a **Trip Abroad** devoted to leisure, rest, relaxation and **Work**, where travel begins and ends in the **United Kingdom**. The **Insured Person**, or any acting on their behalf, must not be buying this Policy after the **Holiday** has started.

## Tropical Disease

means a disease or **Illness** contracted, or suspected of having been contracted, by an individual while travelling **Abroad**, which is not regularly transmitted within the **United Kingdom**, Western Europe, North America or Australia/New Zealand.

## Unattended

means when the **Insured** is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

## United Kingdom

means England, Wales, Scotland, Northern Ireland and for the purposes of this insurance, Isle of Man and the Channel Islands.

## Usual Occupation

means the tasks, duties and other functions, which the **Insured** normally performs in connection with their occupation.

## War

means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## We/Us/Our

means the **Insurer**, MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, Sociedad Anonima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS.

Winter Sports

means any winter pursuits or sports including, but not limited to, the following:

- 1. skiing (including off-piste provided the **Insured** is accompanied by or under the instruction of a qualified local guide);
- 2. tobogganing;
- 3. snow boarding;
- 4. ice skating (other than on an indoor rink);
- 5. ski or ski bob racing;
- 6. mono skiing;
- 7. ski jumping;
- 8. ski boarding;
- 9. ice hockey; or
- 10. the use of bobsleighs or skeletons.

Work

means any work, including work placements, incidental work and work experience, involving any of the following non-manual or light manual work, paid or unpaid:

All non-manual work

Any professional, clerical or administrative work

All Study

Any study course or programme

Childcare

Au pair, Nanny, **Child** minder

Education

Classroom Teacher, Classroom or Laboratory assistant, Field work, Research

**Entertainment** (not covered if the **Insured's** livelihood currently or after the **Trip** is dependent on being able to work in entertainment)

Musician and singer, Comedian, Children's Entertainer

Farming and Agriculture

Farm work (not involving the use of machinery)

Fruit picking (not involving the use of machinery)

Food and Drink

Chef, Kitchen Assistant, Bar Work, Waiting/Waitressing

Health and Beauty

Gym, Fitness, or Dance Instructor, Hairdresser, Beautician/Body Treatments, Reflexology/Aromatherapy, Physiotherapy

Sports and Activities

As set out in Part 1.5.

Tourism

Guides or Tour Leaders, Representatives, Salesmen/Saleswomen, Interpreters, Counsellors, Museum Worker, Summer Camp Worker  
National and/or Theme Park Worker

Vocational

Conservation work (including wildlife) unless involving the following animals: snakes; crocodiles; elephants; lions; hippopotamuses; sharks.

Community work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Volunteer work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Caring / nursing (excluding the administering of drugs or medicine)  
Fund raising and charity work

Other Occupations

Photographer (studio only), Artist, Cleaner (domestic and light work only)  
Market researcher (including surveys and census-taking)

PART I

1.1 PERSONS INSURED

There is no insurance under the Policy unless all of the following conditions are met:

The **Insured** must be

- i) a **Permanent Resident** of the **United Kingdom**
- ii) aged under 50 years on the date the **Insured** purchased cover

1.2 WHEN COVER OPERATES FOR A TRIP

- A. Insurance cover for Cancellation under **Part III Section 1 – Cancellation, Curtailment and Rearrangement** begins when a **Trip** is booked, if this Policy is in force at the time of booking, or when or when this Policy is purchased.
- B. Insurance under all other Sections operates for a **Trip** that takes place during the **Period of Insurance** and includes travel directly to and from the home of each **Insured** provided the return home is completed within 24 hours of return to the **United Kingdom**.

If the return of the **Insured** from a **Trip** is unavoidably delayed **Due To a Claim**, he or she will continue to be **Insured** without any additional **Premium** for the period of the delay.

- C. The Policy will extend to allow the **Insured** to make one return visit to their home in the **United Kingdom** before their original intended return date (as specified on their Policy Schedule) for up to a maximum duration of 14 days excluding any return for which a **claim** is being made as a result of emergency medical repatriation or curtailment. Cover is suspended whilst the **Insured** is in the **United Kingdom** - from the time the **Insured** return to their home in the **United Kingdom** and starts again when they leave home to return to their overseas destination.
- D. If there is a change to this Policy it will begin on the **Issue Date** shown on the subsequent Policy Schedule that is issued to record the change in cover.
- E. Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

1.3 MEDICAL REQUIREMENTS

Pre-existing Medical Conditions

We have the right to refuse to pay any **Claim** if at the time the **Insured** applied for this Policy, one or more of the 'Important Conditions Relating to Health' were not met.

1.4 MAKING A CLAIM

Type of Claim

- A. Medical Emergency Only +44 203 362 2423

Please use the **Medical Emergency Service** (part of the cover provided under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**). Contacting **Us** first may delay treatment.

- B. Other **Claims**

Travel Claims Services  
1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA  
Phone 0203 362 2424

To make a **Claim** please phone or write to **Us** within thirty days of the incident, or as soon as possible afterwards and provide **the Insured's** name, address and Policy number.



Reporting Lost or Stolen Property

Type of lost or stolen property:

- A. **Money, Valuables or Personal Property**  
The **Insured** must notify the local Police within 24 hours of discovery and provide a copy of their written report
- B. Travellers' cheques:  
The **Insured** must notify the local branch or agent of the issuing company
- C. Any property lost or stolen from a hotel:  
The **Insured** must notify the hotel management (in addition to the local Police)

1.5 SPORTS AND ACTIVITIES

SPORTS AND ACTIVITIES - GRADE 1

No additional charge

The **Insured** is covered under the Personal **Accident** and Medical Expenses Sections for the following activities automatically.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <ul style="list-style-type: none"><li>• Archery</li><li>• Badminton</li><li>• Baseball</li><li>• Basketball</li><li>• Beach Games</li><li>• Bungee Jump (maximum of 3 jumps)</li><li>• Canoeing (not sea canoeing) – life jacket and helmet must be worn</li><li>• Clay Pigeon Shooting+</li><li>• Cricket</li><li>• Cycling - helmet recommended (Mountain Biking/Cycle Touring - see Grade 2)</li><li>• Dinghy Sailing+</li><li>• Fell Walking</li><li>• Fishing</li><li>• Flying as a fare paying passenger in a fully licensed passenger carrying aircraft</li><li>• Football+</li><li>• GAA Football+</li><li>• Golf</li><li>• Hiking (under 2,000 metres altitude)</li><li>• Hockey+</li><li>• Horse Riding (no Polo, Hunting, Jumping) – wearing a helmet</li><li>• Ice Skating (Rink)</li><li>• Jet Boating +</li><li>• Jet Skiing+</li><li>• Jogging</li></ul> | <ul style="list-style-type: none"><li>• Kayaking (Grades 1 to 3 – Life jacket and helmet must be worn</li><li>• Manual Work (bar and restaurant work amateur musicians and singers, chalet maids, au pair/ nanny, retail work, fruit picking and occasional light manual work at ground level but excluding the use of power tools or machinery)**+</li><li>• Marathon Running</li><li>• Motorcycling up to 125cc (with the appropriate UK motorcycle licence, wearing a crash helmet, no racing) +</li><li>• Netball</li><li>• Non manual work (Including professional administrative or clerical duties only)</li><li>• Orienteering</li><li>• Paintballing +</li><li>• Parascending/ Parasailing (over water)</li><li>• Pony Trekking – wearing a helmet</li><li>• Quad biking up to 50cc (wearing a crash helmet, no racing)+</li><li>• Racquetball</li><li>• Rambling</li></ul> | <ul style="list-style-type: none"><li>• Roller Skating</li><li>• Roller Blading</li><li>• Rounders</li><li>• Rowing+</li><li>• Running – sprint/long distance</li><li>• Safari (<b>UK</b> organised)</li><li>• Sail Boarding</li><li>• Sailing within territorial waters +</li><li>• Scuba Diving* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor (see notes below)</li><li>• Skate Boarding</li><li>• Snorkelling</li><li>• Squash</li><li>• Surfing</li><li>• Tennis</li><li>• Tour Operator Safari</li><li>• Track Events</li><li>• Trekking (under 2,000 metres altitude)</li><li>• Volleyball</li><li>• War Games + (with eye protection)</li><li>• Water Polo+</li><li>• Water Skiing</li><li>• White Water Rafting (Grades 1 to 3)</li><li>• Windsurfing</li><li>• Yachting (racing/ crewing inside territorial waters)+</li></ul> |
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- \* Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organisation and not diving alone:
  - PADI Open Water – 18 metres
  - PADI Advanced Open Water – 30 metres\*
  - BSAC Ocean Diver – 20 metres
  - BSAC Sports Diver – 30 metres\*
  - BSAC Dive Leader – 30 metres\*

We must agree with any equivalent qualification. If the **Insured** does not hold a qualification, **We** will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this Policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

- \* For the purposes of diving under Sports and Activities: Grade 1.
- \*\* Cover for work activities is restricted to those included under the Definition of **'Work'** under Policy Definitions. **Work** involving the use of dangerous equipment is excluded - see Part IV General Exclusions D.
- + Cover under Section 9 - Personal Liability for those sports and activities marked with a + is excluded.

SPORTS AND ACTIVITIES - GRADE 2

50% load to cover all activities or £30 per activity

The **Insured** can be covered under the Personal **Accident** and Medical Expenses Sections for the following activities provided subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical Excess increased to £320  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- \* Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving

- |                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                          |
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| <ul style="list-style-type: none"><li>• Abseiling</li><li>• Boxing Training (no contact)</li><li>• Black Water Rafting (Grade 1 to 4) Life jacket and Helmet must be worn</li><li>• Camel/Elephant Riding/ Trekking</li><li>• Cycle Touring/Cycling Holiday - helmet must be worn</li><li>• Fencing</li><li>• Go Karting (specific use)</li><li>• Hot Air Ballooning – organised pleasure rides only</li></ul> | <ul style="list-style-type: none"><li>• Hurling</li><li>• Kite Surfing (over water)</li><li>• Martial Arts (Training only)</li><li>• Mountain Biking - helmet must be worn</li><li>• Parascending/ Parasailing (over water)</li><li>• Rambling/Trekking between 2,001m and 4,200m</li><li>• Safari (non-<b>UK</b> organised)</li><li>• Scuba Diving* (down to 50m if qualified and not diving alone or accompanied by a</li></ul> | <ul style="list-style-type: none"><li>qualified instructor (see notes below)</li><li>• Sea Canoeing – Life jacket and Helmet must be worn</li><li>• Sea Fishing</li><li>• Tandem Skydive (up to 2 jumps maximum)</li><li>• Triathlon</li><li>• White Water Rafting (Grade 4) – Life jacket and Helmet must be worn</li><li>• Zip Lining/Trekking (safety harness must be worn)</li></ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organisation and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 35 metres\*
- BSAC Dive Leader – 50 metres\*

We must agree with any equivalent qualification. If the **Insured** does not hold a qualification, **We** will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this Policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

- \* For the purposes of diving under Sports and Activities: Grade 2.

SPORTS AND ACTIVITIES - GRADE 3

100% Loading to cover all activities or £75 per activity

The **Insured** can be covered under the Personal **Accident** and Medical Expenses Sections for the following activities subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical **Excess** increased to £650  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                     |
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| <ul style="list-style-type: none"><li>American Football</li><li>Gliding</li><li>Kayaking (Grade 4) – Life jacket and Helmet must be worn</li><li>Paragliding</li><li>Rambling/Trekking between 4,201m and 6,000m (professionally organised <b>Trips</b> with experienced operators, maximum age 45 years)</li></ul> | <ul style="list-style-type: none"><li>Rugby</li><li>Sand Yachting</li><li>Yachting (racing/crewing) outside territorial waters – Life jacket must be worn</li></ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SPORTS AND ACTIVITIES - GRADE 2

200% Loading to cover all activities or £100 per activity

The **Insured** can be covered under the Personal **Accident** and Medical Expenses Sections for the following activities subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical **Excess** increased to £650  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- |                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                |                                                                                                                                                      |
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| <ul style="list-style-type: none"><li>Canyoning</li><li>Hang Gliding</li><li>High Diving under 5m (excluding cliff diving)</li><li>Horse Jumping – wearing a helmet (no Polo, Hunting)</li><li>Kite Surfing (over land)</li></ul> | <ul style="list-style-type: none"><li>Micro Lighting</li><li>Motorcycling over 125cc (with the appropriate <b>UK</b> motorcycle licence, wearing a crash helmet, no racing)</li><li>Parachuting</li><li>Parasailing/</li></ul> | <ul style="list-style-type: none"><li>Parascending (over land)</li><li>Rock Climbing (under 2,000m)</li><li>Rock Scrambling (under 4,000m)</li></ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

PART II

Medical Emergency and Referral Services  
Telephone: +44 203 362 2423

The services under this Section are only available during a **Trip Abroad**.

MEDICAL EMERGENCY AND REFERRAL SERVICES

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE **INSURED** REQUIRES MEDICAL TREATMENT THE **INSURED** MUST CONTACT **US** IMMEDIATELY. IF THE **INSURED** DOES NOT DO THIS, **WE** MAY REJECT A **CLAIM** OR REDUCE ITS PAYMENT.

IF THE **INSURED** REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE **INSURED** MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND THE **UNITED KINGDOM** GOVERNMENTS. IF THE **INSURED** DOES NOT DO THIS, **WE** MAY REJECT A **CLAIM** OR REDUCE ITS PAYMENT.

**We** will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

If the Policy covers a service or item under any of the Sections in Part III (e.g. medical expenses if the **Insured** has to consult a **Qualified Medical Practitioner**) the **Insured** will be able to recover the payment.

The **Insured** must contact **Us** before incurring any costs covered under this Section.

- |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Medical referral</b>                | provision of the names and addresses of local <b>Qualified Medical Practitioners</b> , hospitals, clinics and dentists when consultation or treatment is required, arrangements for a <b>Qualified Medical Practitioner</b> to call, and, if necessary, for the <b>Insured</b> to be admitted to <b>Hospital</b> .                                                                                                                                                                                           |
| <b>B. Repatriation</b>                    | if the <b>Qualified Medical Practitioner</b> appointed by <b>Us</b> believes treatment in the <b>United Kingdom</b> is preferable, transfer will be arranged by regular scheduled <b>Transport</b> services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.                                                                                                                                                                            |
| <b>C. Payment of Bills</b>                | If the <b>Insured</b> is admitted to <b>Hospital Abroad</b> , the <b>Hospital</b> or attending <b>Qualified Medical Practitioner</b> will be contacted and payment of their fees up to the Policy limit will be guaranteed so that the <b>Insured</b> does not have to make the payment from their own funds.                                                                                                                                                                                                |
| <b>D. Drug Replacement</b>                | assistance with the following:<br>i. replacement of lost drugs or other essential medication; or<br>ii. lost or broken prescription glasses or contact lenses, which are unobtainable <b>Abroad</b><br>iii. sourcing and delivery of compatible blood supplies<br><br><b>We</b> will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.                                                                                                                   |
| <b>E. Transmission of urgent Messages</b> | to relatives or <b>Close Business Associates</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>F. Unsupervised Children</b>           | i. organisation of an accompanying <b>Child's</b> return home, with a suitable escort when necessary, if the <b>Child</b> is left unsupervised because the <b>Insured</b> or the <b>Insured's Partner</b> (if shown as <b>Insured</b> on the Policy Schedule) are hospitalised or incapacitated.<br>ii. medical advice and monitoring, until the <b>Insured</b> or the <b>Insured's Partner</b> return home, if a <b>Child</b> who has been left in the <b>United Kingdom</b> becomes ill or suffers injury. |

# PART III

## SECTION 1: CANCELLATION, CURTAILMENT OR REARRANGEMENT

### Cover

We will pay:

**Cancellation, Curtailment or Rearrangement Costs** up to the amount shown in the Schedule of Benefits if it becomes necessary to cancel, curtail or rearrange a **Trip Due To**:

- i) the **Death**, serious injury, sudden **Illness**, complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) of the **Insured**, **Close Relatives**, **Travelling Companions** or any person upon whom the **Insured's Trip** depends;
- ii) the compulsory quarantine, on the orders of a treating **Qualified Medical Practitioner**, of the **Insured** or **Travelling Companions** provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a treating **Qualified Medical Practitioner**;
- iii) a **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement and the delay exceeded 24 hours;
- iv) jury service or subpoena of the **Insured** or **Hijack** of the conveyance in which he or she is travelling;
- v) **You** or **Your Travelling Companion** being made redundant, as long as **You** had been working at **Your** current place of employment for a minimum continuous period of two years, and that at the time when **You** purchased this insurance or at the time of booking any **Trip**, there was no reason to believe that **You** would be made redundant. This cover would not apply if **You** are self-employed or accept voluntary redundancy;
- vi) serious damage making the **Insured's** home uninhabitable; or
- vii) the presence of the **Insured** being required by the Police following a burglary or attempted burglary at his or her home.

### Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) **Cancellation, Curtailment or Rearrangement Costs** where such cancellation or curtailment has not been confirmed as medically necessary by a **Qualified Medical Practitioner**;
- ii) **Cancellation, Curtailment or Rearrangement Costs** where such cancellation, curtailment or rearrangement results from a **Medical Condition** affecting **Close Relatives** or **Travelling Companions**, or any person upon whom the **Trip** depends if
  - a) the condition was diagnosed before this Policy was bought; and
  - b) at the time this Policy was bought, the diagnosed condition could reasonably have been expected to result in
    - i) **Death**, serious injury or sudden **Illness**; or
    - ii) a sudden deterioration in health.
- iii) if a strike or industrial action is public knowledge when this Policy is taken out or a **Trip** is booked;
- iv) if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- v) if the **Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance;
- vi) if the **Insured** was unemployed or knew they might become unemployed at the time a booking was made or this Policy was bought;
- vii) if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a **Trip**;
- viii) the **Excess** as shown in the Schedule of Benefits
- ix) any loss, charge or expense **Due To**:
  - a) a delay in notifying the tour operator, travel agent, or **Transport** or **Accommodation** provider that it is necessary to cancel a booking;
  - b) disinclination to go on a **Trip**; or
  - c) prohibitive regulations by the government of any country;
- x) a charge or expense paid for or to be discharged with any kind of promotional voucher;

- xi) if the **Insured**, or any others **Insured**, were aware of any reason, either at the time a **Trip** was booked or at the time the **Insured** purchased this Policy, why that **Trip** might have to be cancelled;
- xii) if a **Trip** is cancelled as the result of regulations made by any government or public authority.
- xiii) **Insolvency of the Travel or Accommodation Provider**.
- xiv) The cost of any recoverable air passenger duty (APD) charges made by a scheduled airline as a part of **Your** booking, ATOL protection fees and any administration fees included in the cost of the flight booking or refund process.
- xv) Any **Claim** arising from **Your** failure to arrive at **Your** intended departure point in time to board the **Public Conveyance** on which **You** are booked to travel and **You** return back to **Your** home rather than make alternative travel arrangements to reach **Your** overseas destination.

## SECTION 2: TRAVEL DELAY

Cover under this Section does not apply to a **Trip** within the **United Kingdom**

### Cover

If the **Insured** is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of a **Public Conveyance** is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft **Due To** mechanical or structural defect, **We** will pay:

- i) up to the amount shown in the Schedule of Benefits for the first full 12 hours delay and for each subsequent full 12 hours delay up to the maximum benefit shown in the Schedule of Benefits; or
- ii) up to the amount shown in the Schedule of Benefits for **Cancellation, Curtailment or Rearrangement Costs** if a **Trip** is abandoned after a delay of at least 24 hours of the scheduled departure from the **United Kingdom**.

### Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) the **Excess** as shown in the Schedule of Benefits
- ii) additional travel and **Accommodation** expenses for **Curtailment and Rearrangement Costs** where the means of **Transport** and/or **Accommodation** used is of a standard superior to that of the outbound journey or **Trip**;
- i) if the **Insured** does not:
  - a) check-in before the scheduled departure time shown on his or her travel itinerary; or
  - b) provide **Us** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- ii) if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- iii) if a strike or industrial action could be reasonably expected when a **Trip** is booked or this Policy was bought;
- iv) a charge or expense paid for or to be discharged with any kind of promotional voucher.

## SECTION 3: MISSED DEPARTURE

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We** will pay up to the amount shown in the Schedule of Benefits for necessary and reasonable **Accommodation** and travel expenses to enable the **Insured** to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked journey from or to the **United Kingdom Due To**:

- i) the car he or she is using for travel breaking down or being involved in an **Accident**; or
- ii) the **Public Conveyance** he or she is using for travel failing to arrive on schedule.

## Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) **Accommodation** and travel expenses where the means of **Transport** and/or **Accommodation** used is of a standard superior to that of the booked journey or **Trip**;
- ii) if the **Insured** does not provide original written:
  - a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
  - b) details from the operators of public **Transport** used for travel of the length of, and reason for, the delay;
- iii) the **Excess** as shown in the Schedule of Benefits;
- iv) if the **Insured** has not allowed sufficient time for the journey;
- v) for a missed departure caused by strike or industrial action that could be reasonably expected when the **Trip** was booked or this Policy was bought.

### SECTION 4: PERSONAL ACCIDENT

#### Cover

If the **Insured** receives a **Bodily Injury** during a **Trip** We will pay up to the amounts shown in the Schedule of Benefits for:

- i) **Death**;
- ii) **Loss of Sight** or **Loss of Limb**;
- iii) **Permanent Total Disablement**

## Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) more than one benefit for the same **Bodily Injury**;
- ii) if **Death**, loss or disability is **Due To** disease or any physical defect, injury or **Illness** which existed before the **Trip**;

### SECTION 5: MEDICAL AND ADDITIONAL EXPENSES

See Part II for a range of Medical Emergency and Services provided by **Us** which are relevant to this Section.

#### Reciprocal Health Declaration

If the **Insured** is travelling to Europe they should obtain a European Health Insurance Card (EHIC) and take it with them when they travel. If there is a valid **Claim** for medical expenses under this Policy, **We** will NOT deduct the excess where the cost of the **Claim** has been reduced by using a EHIC.

The **Insured** should apply for an EHIC online at <https://www.ehic.org.uk/>. If any difficulties are encountered with the online application form, call the automated service on **0300 330 1350**.

If the **Insured** is travelling to a country outside the European Economic Area, the **Insured** may be able to **Claim** back some or all of the costs of any medical treatment the **Insured** requires – contact the NHS Healthcare abroad website at <http://www.nhs.uk/nhsengland/Healthcareabroad/pages/Healthcareabroad.aspx>

Cover under this Section does not apply to a **Trip** within the **United Kingdom**

The **Insured** must contact **Us** before incurring any costs covered under this Section.

**IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT US IMMEDIATELY. IF THE INSURED DOES NOT DO THIS, WE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.**

**IF THE INSURED REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE INSURED MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND THE UNITED KINGDOM GOVERNMENTS. IF THE INSURED DOES NOT DO THIS, WE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.**

#### Cover

If the **Insured** is injured or becomes ill (including becoming ill **Due To Complications of Pregnancy**), during a **Trip Abroad**, **We** will pay up to the amounts shown in the Schedule of Benefits

- i) for medical expenses excluding dental expenses, medical repatriation expenses or travel expenses he or she incurs, including optical expenses;
- ii) dental expenses he or she incurs for the relief of pain only.

Medical expenses must be for necessary **Hospital**, surgical or other diagnostic treatment, given or prescribed by a **Qualified Medical Practitioner**, and include charges for staying in a **Hospital** or nursing home.

Repatriation must be:

- a) authorised by **Us**
  - b) necessary on medical grounds; and
- to the **United Kingdom**.

- iii) costs for additional travel and hotel expenses including those for any one other person if the **Insured** has to be accompanied on medical advice or a **Child** needs to be escorted home;
- iv) for funeral expenses as follows if the **Insured** dies:
  - a) for cremation or burial charges in the country in which he or she died; or
  - b) to **Transport** his or her body or ashes back to the **United Kingdom**.

## Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) any amount recovered under a National Health Service reciprocal agreement;
- ii) for any treatment not confirmed as medically necessary;
- iii) any expenses incurred in the **Insured's** country of residence;
- iv) any additional travelling expenses not authorised by **Us** if the **Insured** has to return home earlier than planned or be repatriated from a **Trip**;
- v) for medical treatment that the **Insured** travelled **Abroad** to obtain;
- vi) for medication the **Insured** is taking before and which he or she will have to continue taking during a **Trip**;
- vii) for surgery, medical, dental or preventative treatment which can be delayed in the opinion of the **Qualified Medical Practitioner** treating the **Insured** until he or she returns to the **United Kingdom**;
- viii) for dental expenses other than for the relief of pain only;
- ix) any additional costs for single or private room **Accommodation**;
- x) additional travel and hotel expenses incurred which have not been authorised in advance by **Us**;
- xi) cremation or burial costs in the **United Kingdom**;
- xii) the **Excess** as shown in the Schedule of Benefits except where the **Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

**Notes: All original receipts must be kept and provided to support a Claim.**

### SECTION 6: PERSONAL PROPERTY

#### Definitions

The following words and phrases will have the same special meaning in this Section wherever they appear in bold type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I apply as well.

#### Personal Property

Any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by the **Insured** that is not a **Mobility Aid** and which is not excluded under B. Exclusions.

#### Repair and Replacement Costs

The cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.)

## Valuables

Cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment, (including radios, cassette/compact disc players, Ipods, mp3 and mp4 players, camcorders, DVD, video, televisions and other similar music and video players, mobile phones, satellite navigation equipment, computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

## Cover

If **Personal Property** is lost, damaged or stolen during a **Trip**, **We** will pay **Repair and Replacement Costs** up to the amount shown in the Schedule of Benefits.

## Exclusions (General Exclusions Apply As Well)

**We** will not pay:

- a) the **Excess** as shown in the Schedule of Benefits;
- b) more than the limit as Schedule of Benefits for a single item, pair or set, or part of a pair or set;
- c) more than the limit as Schedule of Benefits for golf clubs, bags and accessories;
- d) more than the limit as Schedule of Benefits for **Valuables** in total and will only pay if the **Valuables** are attended by the **Insured** or are in a safety deposit box at the time they are lost, damaged or stolen;
- e) for any items stolen from an **Unattended** vehicle unless they were in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
- f) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- g) for loss, theft or damage to:
  - i) **Personal Property** more specifically **Insured** or recoverable under any other insurance Policy;
  - ii) **Personal Property** left **Unattended** in a public place
  - iii) **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **We** are provided with a copy of the original written airline or Carrier report;
  - iv) **Personal Property Due To** leaking powder or fluid carried within the **Insured's** luggage
  - v) household goods, contact or corneal lenses, sunglasses, dentures, hearing aids, prescription glasses, contact or corneal lenses samples or merchandise, bonds, securities or documents of any kind; or
  - vi) antiques, musical instruments, pictures, typewriters, computers, computer equipment (including but not limited to PDAs, personal organisers, laptops, Ipads, notebooks, netbooks and the like), electronic navigation equipment, televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
- h) for depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical derangement, or damage **Due To** atmospheric or climatic conditions;
- i) for delay, detention, seizure or confiscation by customs or other officials.

## SECTION 7: MONEY

### Definition

The following word will have the same special meaning in this Section wherever it appears in bold type and commences with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

### Money

means coins, bank notes, postal or Money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, non-refundable prepaid entry tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an **Insured** and are intended for travel, meals, **Accommodation** and personal expenditure only.

## Cover

**We** will pay:

- i) up to the amount shown in the Schedule of Benefits if **Money** held by the **Insured** for their own personal use is lost or stolen during a **Trip** whilst:
  - a) being carried by the **Insured**; or
  - b) left in a safe or safety deposit box.
- ii) up to the amount shown in the Schedule of Benefits if the **Insured** sustains financial loss directly as a result of a credit, debit or charge card being lost or stolen during a **Trip** and subsequently being used fraudulently by any person other than:-
  - a) the **Insured**; or
  - b) a member of the **Insured's** family.

## Special Conditions Applying to this Section

- i) Loss or theft of **Money** or credit, debit or charge cards **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** **MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
- ii) the terms and conditions under which such credit, debit or charge card has been issued must have been fully complied with.

## Exclusions (General Exclusions Apply As Well)

**We** will not pay:

- i) the **Excess** as shown in the Schedule of Benefits;
- ii) more than the limit as Schedule of Benefits if the carrier is under 18 years old;
- iii) for delay, detention, seizure or confiscation by customs or other officials;
- iv) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- v) for traveller's cheques:
  - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
  - b) if the issuing company provides a replacement service;
- vi) for depreciation in value or shortage **Due To** any error or omission.
- vii) for more than the limit as Schedule of Benefits in total in for **Any One Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.

## SECTION 8: LOSS OF PASSPORT/DRIVING LICENCE/TRAVEL DOCUMENTS EXPENSES

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

## Cover

**We** will pay:

Up to the amount shown in the Schedule of Benefits to cover replacement and additional travel and **Accommodation** costs by the **Insured** to obtain a new passport, driving licence or other travel documents following the loss or theft of his or her original documents during a **Trip**

## Exclusions (General Exclusions Apply As Well)

**We** will not pay:

- i) for delay, detention, seizure or confiscation by customs or other officials;
- ii) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii) for a passport/driving licence/travel documents stolen whilst **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.



## SECTION 9: PERSONAL LIABILITY

### Cover

**We** will cover the **Insured** against all sums (after deduction of the **Excess**) which he or she is legally liable to pay as damages in respect of:

- i) **Accidental Bodily Injury** (including **Death**, **Illness** or disease) to any person;
- ii) **Accidental** loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the amount shown in the Schedule of Benefits (hereafter called the Limit of Liability).

**We** will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

- i) all costs and expenses recoverable by a claimant from the **Insured**;
- ii) all costs and expenses incurred with **Our** written consent;
- iii) solicitors' fees for representation at any coroner's inquest or fatal **Accident** inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies - except that in respect of occurrences happening in or **Claims** or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, Costs and Expenses described in i., ii. and iii. above are deemed to be included in the Limit of Liability.

### Exclusions (General Exclusions Apply As Well)

**We** will not provide indemnity:

- i) the **Excess** as shown in the Schedule of Benefits
- ii) liability in respect of **Bodily Injury** to any person who is:
  - a) under a contract of service with the **Insured** when such injury arises out of and in the course of their employment by the **Insured**;
  - b) A member of the **Insured's** family.
- iii) liability in respect of loss of or damage to property in the care custody or control of the **Insured**.  
However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured** in the course of the **Trip**.
- iv) liability in respect of **Bodily Injury**, loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Insured** of:
  - a) mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
  - b) aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
  - c) firearms (other than sporting guns);
- v) liability in respect of **Bodily Injury**, loss or damage caused directly or indirectly in connection with:
  - a) the ownership, possession or use of land or building other than any building temporarily occupied by the **Insured** in the course of a **Trip**; or
  - b) any wilful or malicious act; or
  - c) the carrying on of any trade business or profession;
  - d) activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability Policy.
- vi) any liability assumed by the **Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vii) punitive or exemplary damages;
- viii) **War**

## Conditions Applying to this Section

- i) no admission, offer, promise or indemnity shall be made without **Our** consent which shall be entitled to take over and conduct in the **Insured's** name the defence or settlement of any **Claim** or to prosecute in the **Insured's** name for its own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** shall give all information and assistance as **We** may require. Every letter, **Claim**, writ, summons and process shall be forwarded to **Us** on receipt. Written notice shall be given to **Us** immediately the **Insured** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- ii) **We** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such **Claim(s)** can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such **Claim(s)** except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii) the **Insured** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

## SECTION 10: OVERSEAS LEGAL ADVICE & EXPENSES

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Definitions

The following words and phrases will have the same special meaning in this Section wherever they appear in bold type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

### Legal Expenses

- a) fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **Illness** of the **Insured** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.
- b) costs for which the **Insured** is legally liable following an award of costs by any Court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

### Legal Representatives

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured**.

### Any One Claim

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

### Cover

If during a **Trip** the **Insured** sustains **Bodily Injury** or **Illness** which is caused by a third party **We** will pay up to the amount shown in the Schedule of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

### Exclusions (General Exclusions Apply As Well)

In respect of each **Claim** under this insurance **We** will not pay for:

- i) any **Claim** reported to **Us** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii) any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
- iii) **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation;
- iv) **Legal Expenses** incurred in connection with any criminal or wilful act;
- v) **Legal Expenses** incurred in the defence against any civil **Claim** or legal proceedings made or brought against the **Insured** unless as a counter **Claim**;



- vi) Fines, penalties compensation or damages imposed by a court or other authority;
- vii) **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
  - a) the **Insurer, Us** or **Our** agents; or
  - b) the **Insured's** employer.
- viii) Actions between the **Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix) **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x) **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi) **Legal Expenses** incurred where the **Insured** has:
  - a) failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
  - b) settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii) **Legal Expenses** incurred after the **Insured** has not:
  - a) accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
  - b) accepted an offer from **Us** to settle a **Claim**;
- xiii) the **Excess** as shown in the Schedule of Benefits.
- xiv) **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

### Special Conditions Applying to this Section

- i) **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii) The **Insured** has the right to select and appoint a **Legal Representative** of the **Insured's** choice to represent the **Insured** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Insured** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in the **Insured's** local area if the **Insured** asks **Us**.
- iii) The **Legal Representatives** and the **Insured** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this insurance. On request the **Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv) **Our** authorisation to incur **Legal Expenses** will be given if the **Insured** can satisfy **Us** that:
  - a) there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - b) it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Insured's** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, the **Insured's** costs in obtaining this opinion will be covered by this Insurance.
- v) If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be deferred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, the **Insured's** costs shall not be recoverable under the Insurance.
- vi) **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in the name of the **Insured** for damages and or compensation from a third party.

- vii) All **Claims** within this section must be submitted to **Us** in writing within 24 months of the incident which led to the **Claim**.
- viii) Any **Legal Expenses** incurred **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured**.
- ix) **We** may at **Our** discretion require the **Insured** to obtain at the expense of the **Insured** an opinion of a barrister agreed by the **Insured** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
- x) **We** may at **Our** discretion offer to settle a counter-**Claim** against the **Insured** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- xi) The **Insured** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
  - a) an award of costs is made in favour of the **Insured** in the **Claim** or legal proceedings; or
  - b) costs are agreed to be paid to the **Insured** as part of any settlement of the **Claim** or legal proceedings.
- xii) If a conflict of interest arises, where the **Insurer** is also the insurer of the third party or proposed defendant to the **Claim** or legal proceedings, the **Insured** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
- xiii) If the **Legal Representatives** refuse to continue acting for the **Insured** with good reason or if the **Insured** dismisses the **Legal Representatives** without good reason the cover **We** provide will end at once, unless **We** agree to appoint other **Legal Representatives**.

## SECTION 11: PROGRAMME PARTICIPATION COSTS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We** will pay:

The **Insured** up to the amount shown in the Schedule of Benefits in respect of:

- i) The **Insured's** costs of participation in the **Insured's** work programme, if during a period of 28 days commencing on the **Insured's** departure from the **United Kingdom** the **Insured** needs to **Curtail** their **Trip Due To** the **Death, Bodily Injury** or **Illness** of:
  - a) The **Insured**;
  - b) The **Insured's Travelling Companion**;
  - c) The **Insured's Close Relative** resident in the **United Kingdom**;
  - d) The **Insured's Close Business Associate** resident in the **United Kingdom**;
- ii) The **Insured's** cost of participation in the J1/work programme, if during a period of 28 days commencing on the **Insured's** departure from the **United Kingdom** the **Insured** is unable to obtain employment as a direct result of the **Insured** being unable to furnish a Social Security number to a prospective employer as a result of the failure of the local government and the **Insured** has to curtail.

### Special Conditions Applying to this Section

- i) The **Insured** must provide a medical report from a **General Medical Practitioner** to confirm that the **Insured** was unable to participate in their travel and **Work** programme.
- ii) The **Insured** must obtain authorisation from **Us** before they **Curtail** their **Trip**.

### Exclusions (General Exclusions Apply As Well)

**We** will not pay:

- i) The **Excess** as shown in the Schedule of Benefits;
- ii) the cost of the **Insured's** flight home should their original flight ticket allow them to return to the **United Kingdom** at the required time;
- iii) **Claims** arising directly from the **Insured's** failure to comply with the important conditions relating to health shown on page 4.

## SECTION 12: RESUMPTION OF JOURNEY

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We will pay:**

The **Insured** up to the amount shown in Schedule of Benefits for the cost of the flights which take the **Insured** back to the destination where the **Insured's** original **Trip** ceased and resume the **Insured's** original **Trip** if:

- i) the **Insured** or a **Travelling Companion** suffer **Bodily Injury** or **Illness** and are repatriated under the provisions of this Policy to the **United Kingdom** or;
- ii) the **Insured** has to interrupt the **Insured's Trip** and return to the **United Kingdom Due To The Death, Bodily Injury** or **Illness** of their **Close Relative** resident in the **United Kingdom**.

### Special Conditions Applying to this Section

- i) the **Insured** must recommence the **Insured's Trip** within 21 days of the **Insured's** return to the **United Kingdom**.
- ii) the **Insured's** transportation to recommence the **Insured's Trip** must be authorised by **Us**.

### PLEASE NOTE

If the **Insured** or the **Insured's Travelling Companion** return **Home** because of **Illness** or **Bodily Injury** to the **Insured**, the **Insured's Travelling Companion** or **Close Relative**, there is no cover for that **Illness** or **Bodily Injury** or related **Medical Condition**, once the **Insured** recommences the **Insured's Trip** under any section of this insurance Policy.

### Exclusions (General Exclusions Apply As Well)

**We will not pay:**

- i) The **Excess** as shown in the Schedule of Benefits.
- ii) **Claims** arising directly or indirectly as a result of the **Insured's** failure to comply with the important conditions relating to the **Insured's** health shown on page 4.

## SECTION 13: LOSS/STOLEN INTER RAIL TICKETS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We will pay:**

The **Insured**, up to the amount shown in the Schedule of Benefits, for the **Accidental** loss of, or theft of the **Insured's** Inter Rail Tickets.

### Special Conditions Applying to this Section

- i) The **Insured** may **Claim** under only one Section as follows:
  - i) This Section 13; ii) Section 7 – Money; or iii) Section 8 - Loss of Passport/Driving Licence/ Travel Documents Expenses.
- ii) The **Insured** must report to the local Police, in the country where the incident occurred, within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Inter Rail Tickets. A **Trip** Representatives report is not sufficient.
- iii) Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help the **Insured** to substantiate the **Insured's Claim**.
- iv) Please retain all travel tickets and tags for submission if a **Claim** is to be made under this Policy.

### Exclusions (General Exclusions Apply As Well)

**We will not pay:**

- i) The **Excess** as shown in the Schedule of Benefits.
- ii) Loss of, or theft of Inter Rail Tickets left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.
- iii) Loss **Due To** delay, confiscation or detention by customs or other authority.

## SECTION 14: TROPICAL DISEASE SCREENING & TREATMENT ON RETURN TO THE UNITED KINGDOM

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We will pay:**

The **Insured** up to the amount shown in the Schedule of Benefits for medical expenses necessarily incurred in undergoing tropical medical screening and treatment at a **Hospital** or other registered centre specialising in screening for **Tropical Diseases** approved by **Us**, upon the **Insured's** return home to the **United Kingdom** following:

- i) the **Insured** undergoing **In-Patient** or **Out-Patient** medical treatment **Abroad** for a suspected **Tropical Disease**; or
- ii) receipt of a referral of a **Qualified Medical Practitioner** in the **United Kingdom** as a direct result of suspecting that the **Insured** has contracted a **Tropical Disease** occurring outside the **United Kingdom** during the **Period of Insurance**.

### Special Conditions Applying to this Section

The **Insured** must have obtained the necessary vaccinations prior to travel in line with standard internationally accepted recommendations such as those provided by the Centre for Disease Control (CDC) and British and Scottish Advisory panels.

### Exclusions (General Exclusions Apply As Well)

**We will not pay:**

- i) for medical expenses incurred for treatment or surgery for which **Our** medical advisers and/or the appropriate **Qualified Medical Practitioner** at the **Hospital** or other registered centre approved by **Us** believe is not essential.
- ii) any costs incurred once the **Insured** has returned home, other than the cost of the agreed treatment with the **Hospital** or other registered centre approved by **Us**.

## SECTION 15: SCHEDULED AIRLINE FAILURE

Cover under this Section does not apply to a **Trip** in the **United Kingdom**.

### Cover

- i) Irrecoverable sums paid in advance in the event of insolvency of the scheduled airline provider not forming part of a package holiday arranged by a tour operator prior to departure; or
- ii) In the event of insolvency of the scheduled airline after **Your** departure:
  - a) additional pro rata costs incurred by **You** in replacing that part of the flight arrangements to a similar standard to that originally booked; or
  - b) if curtailment of the holiday is unavoidable the cost of return flights to the **United Kingdom** to a similar standard to that originally booked.

### Exclusions (General Exclusions Apply As Well)

- i) The **Excess** as shown in the Policy Schedule.
- ii) Scheduled flights not booked within the **United Kingdom**.
- iii) Scheduled flights not booked through a bonded travel agent or direct with a scheduled airline.
- iv) The financial failure of:
  - a) any scheduled airline in chapter 11 or national equivalent, or for which threat of insolvency was public knowledge, at the date this insurance is effected by **You** or the date **Your Trip** was booked.
  - b) any scheduled airline who is bonded or **Insured** elsewhere (even if the bond is insufficient to meet the **Claim**); or
  - c) any travel agent, tour organiser, booking agent or consolidator with whom **You** have booked a scheduled flight.

## SECTION 16: WINTER SPORTS

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS **INSURED** ON THE SCHEDULE AND THE ADDITIONAL **PREMIUM** HAS BEEN PAID. (SEE GENERAL EXCLUSIONS – **WINTER SPORTS**).

PARTICIPATION IN **WINTER SPORTS** IS LIMITED TO A MAXIMUM OF 93 DAYS IN TOTAL PER **TRIP**.

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We will pay:**

- i) up to the amount shown in the Schedule of Benefits for each full 24 hour period it is necessary for the **Insured** to hire **Winter Sports** equipment for **Winter Sports** equipment that is:
  - a) lost or broken in an **Accident**; or
  - b) lost or misplaced by an airline or other carrier on the outward journey from the **United Kingdom** and delayed for at least 12 hours after the arrival of the **Insured** at his or her destination;
- ii) the amount shown in the Policy Schedule for each full 24 hour period the **Insured** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available;
- iii) up to the amount shown in the Schedule of Benefits for the cost of **Transport** organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
  - a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the prebooked period of the **Insured's Trip**; and
  - b) to **Trips** taken outside the **United Kingdom** during the published ski season for the **Insured's** resort.The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.

### Exclusions (General Exclusions Apply As Well)

**We will not pay:**

- i) for delay, detention, seizure or confiscation by customs or other officials;
- ii) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii) more than the amounts shown in the Policy Schedule;
- iv) up to the amount shown in the Schedule of Benefits for the cost of **Transport** organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
  - a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the pre-booked period of the **Insured's Trip**; and
  - b) to **Trips** taken outside the **United Kingdom** during the published ski season for the **Insured's** resort.The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.
- v) if a **Claim** is **Due To** participation in competitive **Winter Sports** including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.
- vi) The **Excess** as shown in the Schedule of Benefits.

## SECTION 17: EXAM FAILURE

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS **INSURED** ON THE SCHEDULE AND THE ADDITIONAL **PREMIUM** HAS BEEN PAID.

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### Cover

**We will pay:**

The **Insured** up to the amount shown in the Schedule of Benefits for additional travel and **Accommodation** expenses incurred by the **Insured** as a result of returning to the **United Kingdom** to retake public or university exams and then return to the **Insured's** destination, provided cover was issued before the **Insured** sat the **Insured's** initial exam.

### Special Conditions Applying to this Section

The **Insured** must get an official exam report to substantiate the **Insured's Claim**.

### Exclusions (General Exclusions Apply As Well)

**We will not pay:**

- i) The **Excess** as shown in the Schedule of Benefits.
- ii) Expenses incurred if the results of the **Insured's** examination are known or are available to the **Insured** prior to the **Insured's** original departure date or the **Insured's** results are known prior to booking the **Insured's Trip**.
- iii) Expenses incurred if they are more than the cost of the flight arranged by **Us** or the actual costs incurred by the **Insured** (whichever is the lesser) if the **Insured** chooses not to accept the flight arranged by **Us**.
- iv) The cost of the **Insured's** flight **Home** should the **Insured's** original flight ticket allow the **Insured** to return to the **United Kingdom** at the required time.
- v) Expenses incurred if the **Insured's** return to the **United Kingdom** is in respect of project work which forms part of the **Insured's** exam result.

# PART IV

## 4.1 GENERAL EXCLUSIONS (Exclusions that apply to the whole Policy)

We will not be liable to make any payment under this Policy where any **Event** that would otherwise be **Insured** is **Due To**

### A. **Air Travel**

air travel, unless the **Insured**;

- i) **is** travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or
- ii) has paid the appropriate additional **Premium** for other forms of air travel (e.g. hot air ballooning) as shown in the Policy Schedule. (See Part 1.V Sports and Activities).

### B. **Currency**

currency exchange.

### C. **Illegal Acts**

any illegal act of the **Insured**.

### D. **Manual Work**

manual work involving the use of dangerous equipment.

### E. **Misuse of Alcohol/Drugs**

- i) misuse of alcohol or solvents by the **Insured**;
- ii) drugs ingested by the **Insured** except for drugs which are properly prescribed; and
- iii) the **Insured** driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country where he or she is driving.

### F. **Psychological Conditions**

post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Trip** begins.

### G. **Radiation**

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### H. **Sonic Waves**

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

### I. **Sports and Activities**

Sports and Activities except where permitted by Part 1.5.

### J. **Specified Diseases**

sexually transmitted disease.

### K. **Suicide/Self-Injury**

- i) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured** regardless of the state of their mental health; or
- ii) needless self-exposure to danger except in an attempt to save human life.

### L. **War**

**War** or any act of **War** whether **War** is declared or not

### M. **Winter Sports**

**Winter Sports** unless the WINTER SPORTS Section is shown as covered on the Policy Schedule; any competitive **Winter Sports**, including but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.

## 4.2 GENERAL CONDITIONS (Conditions that apply to the whole Policy)

### A. The **Insured Person** has not been:

- i) refused insurance, or had an insurer refuse to renew, or
- ii) impose special terms on, insurance on the grounds of fraud, attempted fraud, or the provision of misleading or incomplete information with intent to defraud;
- iii) convicted of, or have a prosecution pending for, any offence involving dishonesty of any kind.

### B. **Contract**

This Policy, the Schedule and the Schedule of Benefits and any information provided to the issuing agent will be read together as one contract.

### C. **Legal Interpretation and Language**

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. The **Insured** and **Us** agree that:

- i) this Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
- ii) communication of and in connection with this Policy shall be in the English language.

### D. **Observing Policy Terms & Conditions**

We will not be liable to make any payment under this Policy if the **Insured** or his or her personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.

### E. **The Insured's duty to avoid or minimise a Claim**

The **Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or **Illness** as though the **Insured** was not **Insured**. If **We** believe the **Insured** has not taken reasonable care of property, the **Claim** may not be paid. The items **Insured** under this Policy must be maintained in good condition and kept in good repair.

### F. **Interest**

We will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us** it will be calculated from the date of final receipt of such certificates, information or evidence.

### G. **Other Taxes**

We are required to notify the **Insured** that other taxes or costs may exist which are not imposed by **Us**.

### H. **Our right to change Policy**

We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance:

- i) for legal, regulatory or taxation reasons;
- ii) to reflect new industry guidelines and codes of practice.

### I. **Third Party Rights**

The **Insured** and **Us** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Insured** and **Us** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999

## 4.3 CANCELLATION

### A. **Cancellation within 14 days**

The **Insured** may cancel this Policy within 14 days of receipt of the Policy documents (new business) by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. Any **Premium** already paid will be refunded to the **Insured** providing they have not travelled and no **Claim** has been made or is intended to be made and no incident likely to give rise to a **Claim** has occurred. The Policy will be cancelled with effect from its date of issue.

#### B. Cancellation after 14 days

The **Insured** may cancel this Policy at any time after 14 days of receipt of the Policy by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. If the **Insured** cancels after 14 days no **Premium** refund will be made.

#### C. Cancellation by Us

If **We** no longer wish to offer this Policy and need to cancel this Policy **We** will write to the **Insured** at the latest address **We** have for the **Insured**. **We** will then cancel the Policy 30 days after the date of its letter. If **We** cancel the Policy **We** will refund any **Premium** the **Insured** paid for the cancelled period provided they have not made a **Claim** under the Policy during the current **Period of Insurance**.

#### D. Cancellation for Non Payment of Premiums

**We** reserve the right to cancel this Policy immediately in the event of non payment of the **Premium** or in the event that the payment is made by fraudulent use of a credit/debit card or other payment method then the Policy automatically becomes null and void.

### 4.4 DUAL INSURANCE

If at the time of any incident which results in a **Claim** under this Policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than its proportional share (not applicable to the Personal **Accident** Section). Under the Medical Expenses Section the **Insured's** private health insurer (if any) must pay the first amount as stated in their Policy and **We** will commence cover once that limit has been reached

### 4.5 CLAIM PROVISIONS

#### A. The **Insured** must:

##### i) **Notify Us immediately**

To make a **Claim** please phone or write to **Us** within thirty days of the incident, or as soon as possible afterwards and provide the **Insured's** name, address and Policy number.

##### ii) **Authorise Us to take over**

authorise **Us** and/or **Our** agents and affiliates to take over the handling of any medical **Claim**, including permitting and requiring **Us** and/or **Our** agents and affiliates to have access to all relevant medical records, if a **Claim** is to be made under this Policy;

##### iii) **Supply details & documents**

supply at his or her own expense any information, evidence and receipts **We** require including medical certificates signed by a **Qualified Medical Practitioner**, Police reports and other reports;

##### iv) **Protect property**

take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;

##### v) **Send Us summons, writs etc.**

send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

#### B. The **Insured** must not do the following without **Our** written agreement:

##### i) **Admit liability**

admit liability, or offer or promise to make any payment; or

##### ii) **Dispose of items**

sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.

#### C. Each **Insured** must recognise **Our** right to:

##### i) **Pay, repair or replace**

choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

##### ii) **Inspect & dispose of items**

inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

##### iii) **Handle a Claim in the Insured's name**

take over and deal with the defence or settlement of any **Claim** in the **Insured's** name and keep any amount recovered;

##### iv) **Pay in British Pounds Sterling**

settle all **Claims** in British Pounds Sterling;

##### v) **Be reimbursed promptly**

be reimbursed within 30 days for any costs or expenses that are not **Insured** under this Policy, which **We** pay to the **Insured**, or on his or her behalf;

##### vi) **Receive medical certificates**

be supplied at the expense of the **Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 4 or 5;

##### vii) **Carry out medical examinations**

request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.

##### viii) **Repatriate when appropriate**

at **Our** sole discretion to repatriate the **Insured** provided there is no medical advice to the contrary.

#### D. **We** will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances:

##### i) **Dishonesty**

if a **Claim** is in any way dishonest; or

##### ii) **Fraud**

if the **Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Policy.

## PAYING CLAIMS

### Death

- If the **Insured** is 18 years or over, **We** will pay the **Claim** to the estate of the deceased **Insured** and the receipt given to **Us** by the Personal Representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- If the **Insured** is a minor, **We** will pay the **Claim** to the **Insured** if they are a **Partner**. If the minor is not a **Partner** **We** shall make the payment to their **Parent or Legal Guardian**. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

### All Other Claims

- If the **Insured** is 18 years or over, **We** will pay the **Claim** to the **Insured** and their receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- If the **Insured** is a minor **We** will pay the **Claim** to that minor if they are a **Partner**. If the minor is not a **Partner** **We** shall make the payment to their **Parent or Legal Guardian** for the benefit of that minor. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.



# COMPLAINTS PROCEDURES

If **You** have cause for complaint, it is important that **You** know that **We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

## Who to Contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **You** are talking to the right person, and;
- that **You** are giving them the right information.

## When **You** Contact **Us**:

- Please give **Us** **Your** name and contact telephone number.
- Please quote **Your** Policy and/or **Claim** number and the type of Policy **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint.

So **We** begin by establishing **Your** first point of contact:

## Step One – Initiating **Your** Complaint

Does **Your** complaint relate to:

- A. **Your** Policy?
- B. A **Claim** on **Your** Policy?

If A, **You** need to contact the agent who sold **You** **Your** Policy.

If B, **You** can write to The Customer Relations Manager at MAPFRE Assistance, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further:

## Step Two – If **You** Remain Dissatisfied

If **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (Ombudsman).

The Financial Ombudsman Service  
Exchange Tower, London, E14 9SR.  
Phone: 0800 023 4567, E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Ombudsman is an independent body that arbitrate on complaints about general insurance products and other financial services.

It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

Please note that **You** have six months from the date of **Our** final response in which to refer **Your** complaints to the Ombudsman. Referral to the Ombudsman will not affect **Your** right to take legal action.

Alternatively, if **You** have purchased **Your** policy online, **You** can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>.

## Our Promise to **You**

- Acknowledge written complaints quickly.
- Investigate quickly and thoroughly.
- Keep **You** informed of the progress.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- Use information from complaints to continuously improve **Our** service.

Calls are recorded and monitored.

# Data Protection Notice

**We** will need to obtain personal information from **You**. This means any information obtained from **You** in connection with a service or product provided to **You** by **Us** (or **Our** subsidiaries). Information is collected lawfully and in accordance with the Data Protection Act 1998.

**We** will use **Your** personal data in the following circumstances:

- to confirm, update and improve **Our** customer records;
- to identify and market products and services that may be of interest to **You**;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to manage and administer **Your** Policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf.
- for the carrying out of studies of statistics and **Claim** rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults; and
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

**You** hereby expressly waive the requirement to be notified when **Your** data is transferred by **Us**.

The personal information **You** give to **Us** and the information about **Your** use of the services may be used by **Us** or other companies in **Our** group to tell **You** by letter, telephone or e-mail about other products or services that may interest **You**.

**We** will only disclose **Your** personal information to third parties if:

- It is necessary for the performance of **Your** agreement with **Us**; or
- If **You** have given **Your** consent; or
- If such disclosure is required or permitted by law.

**You** may tell **Us** that **You** do not wish to receive information from **Us** and **Our** group companies about other services or products or any third party services or products. If **You** would prefer not to receive this information please write to Blue Insurance Limited, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ.

Some of the personal information required from **You** may be sensitive information (such as information about health or criminal convictions) about **You**. **We** will not use sensitive information about **You** except for the specific purpose for which **You** provide it and to provide the services described in the Policy. **You** must ensure that **You** only provide sensitive information about other people with their agreement.

To assist with fraud prevention and detection **We** may:

- share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection Act, the police and other law enforcement agencies
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations may also use and search these records to:
  - a) Help make decisions about credit and credit related services for **You** and members of **Your** household
  - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
  - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
  - d) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other satisfactory proof of identity
  - e) Undertake credit searches and additional fraud searches.

**You** are entitled on payment of a fee to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given **Us** during **Your** Policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please write to **Us** at Blue Insurance Limited, 1 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ.



**We** are hereby released from any liability for any **Claim** if **You** refuse disclosure of the data to a third party, which in turn prevents **Us** from providing cover under this Policy. **You** agree **We** will store the Personal Data according to the European Council regulation storing such data only in the countries approved by the European Council as homologate countries with the European Union Regulation in Data Protection.

If **You** travel outside the EEA (European Economic Area) countries, **You** agreed that in case of need **Your** data may be transferred outside the EEA countries exclusively for the fulfilment of **Our** obligations under this Policy in order to provide to **You** with the provision requested and may be shared with **Our** providers of services in the country where **You** are travelling.

## Underwriter

This insurance is underwritten by MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, Sociedad Anonima. 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS. Company Number: FC021974. Branch Number BR008042. Trading under the name MAPFRE Assistance.

**We** (MAPFRE Asistencia) are authorised by the Dirección General de Seguros y Fondos de Pensiones and are subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority.

Details about the extent of regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available on request.

MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, S.A. branch in the United Kingdom (trading as MAPFRE Assistance) has registered offices at 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS. MAPFRE Asistencia main office is based in Spain which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of MAPFRE Asistencia S.A., through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Dirección General de Seguros y Fondos de Pensiones). Its branch in the United Kingdom is also under the United Kingdom FCA (Financial Conduct Authority) and PRA (Prudential Regulation Authority) supervision in certain situations according to the European Union Regulation.