# esure travel insurance Policy Booklet





# Emergency assistance service

#### 24 hours a day, 365 days a year

The emergency assistance service is available 24 hours a day and can arrange admission to hospital, ambulance transfers and air repatriation, if necessary. To obtain assistance in any country simply call the number below.

# Travel insurance emergency assistance 24-HOUR HELPLINE 44 (0) 208 763 3285\*

Please remember to quote your name and policy number.

If you are admitted to a hospital or clinic as an in-patient, please ask the treating Doctor or Physician to call the 24-hour helpline immediately, and no later than 48 hours of your admission, with full medical details, otherwise the payment of medical expenses may not be guaranteed. We will confirm the conditions of your cover and arrange direct payment of any major expenses, subject to the limits and conditions of your policy.

\*When dialling from outside the UK, include the 44 and omit the 0. When dialling within the UK, omit the 44.

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# Welcome to esure

Thank you for choosing travel insurance from esure.

This is your travel insurance policy. It gives you the details of the cover you have bought.

#### Your policy consists of:

- · your Policy Booklet and
- · your Schedule.

Please read all your policy documents carefully to understand the cover you have bought, together with the restrictions and exclusions that may apply. The policy must be read as a whole.

Please keep your Policy Booklet and related documents in a safe place, as you may need to refer to them if you make a claim or need assistance.

In return for you paying and us receiving and accepting your premium (including Insurance Premium Tax), we will provide insurance cover under the terms of your policy during the period of cover shown in your Schedule.

# Your policy

Your travel policy is arranged and administered by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

#### The contract of insurance

Your policy is evidence of the contract between you and us. It is based on the information you gave us when you applied for this insurance, which is shown in your Schedule. You have a duty to ensure that this information is true and complete. You promise, as far as you know, that the information you have given us is true and complete.

#### Governing law

You and we can choose the law which applies to this contract. English law will apply unless specified elsewhere in the contract or written agreement has been given for another EU law to apply before the start date shown in your Schedule. If there is any disagreement, we will use this Policy Booklet over any other assurances or statements, unless they are confirmed in writing and form part of the policy as an endorsement.

#### Language

We will provide the terms and conditions of this policy and any communications between us and you in English.

#### Your cover

The cover you have chosen and any endorsements that apply are shown in your Schedule. If the cover is changed, or if any new endorsements are applied, we will give you a new Schedule.

#### Cancelling your cover

If you are dissatisfied with the cover provided by your policy, you have 14 days to cancel from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer. As long as you have not made a trip and no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid. If you wish to cancel your policy at any other time, premiums paid will not be refunded.

#### **Medical Warranty**

This policy does not cover claims arising from a pre-existing medical condition unless it has been declared, cover confirmed in writing and any required additional premium paid. Please read the medical questions below. If your answer is YES to any of these questions, you must call us to confirm your eligibility for cover:

Have you, or anyone you wish to insure, during the last year:

- stayed in hospital, had surgery or seen a Specialist or Consultant
- had, or are waiting for, any medical or blood tests
- been prescribed medication for the treatment of a blood pressure problem and/or diabetes?

Have you, or anyone you wish to insure, ever:

- · had a stroke, heart attack or a heart related condition including angina
- · been diagnosed with, or treated for, any malignant condition or any type of cancer
- been treated for a breathing condition
- been aware of any condition that could reasonably be expected to affect your or their health during the insurance period?

Are you aware of any medical condition affecting the health of the people travelling with you, a relative or a colleague that may lead you to cancel or cut short your trip?

We reserve the right not to offer cover. Where cover is offered you may be issued with an appropriate endorsement, which forms part of the contract.

# Before you travel...

We recommend that before you go overseas, you check the FCO web site at www.fco.gov.uk/knowbeforeyougo. It is packed with essential travel advice and tips, and up-to-date country-specific information.

#### Pre-travel advice

This insurance will not cover you when you travel against Foreign Office advice or when the Foreign Office has deemed it unsafe to travel there, and if you do not obtain any required vaccines or inoculations prior to your trip departure. Before you travel you may require information on visas, vaccinations, and general information such as: safety of drinking water, tipping and opening hours of banks and shops. We are pleased, where possible, to assist with any enquiry you may have, simply call us on 0208 763 3285, quoting your policy number shown on your Schedule.

#### Reciprocal health agreement

If you are travelling to countries in the European Union (except for the UK), Iceland, Lichtenstein, Norway or Switzerland, we recommend that you take a valid European Health Insurance Card (EHIC) with you, which entitles you to reduced cost or sometimes free state provided healthcare in those countries, under a reciprocal agreement between the UK and them. The EHIC has replaced the E111 form, which is no longer valid. It's easy to apply for an EHIC. Just go online at www.dh.gov.uk/travellers, call 0845 606 2030 or get an application form from the Post Office.

If you use your EHIC for healthcare, we will waive the policy excess under Section 3, Medical and repatriation expenses.

If you require medical treatment in Australia or New Zealand, you must enrol with a local Medicare office. You do not need to enrol on arrival but you should do so after the first occasion you receive treatment. Inpatient and out-patient treatment at a public hospital is then available free of charge. You will find details of how to enrol and the free treatment available online at www.dh.gov.uk/travellers.

#### Beware of thieves

Every year a great number of people have their personal possessions and money stolen while travelling abroad. There are a few things you can do to reduce the chance of you becoming a victim of such theft:

- don't travel with more money or valuables than you need;
- keep valuables and money on your person or in your hand luggage while travelling;
- use credit/debit cards or travellers' cheques rather than cash. Remember to record their numbers and the 'loss centre' telephone number separately. Report losses immediately;
- use hotel deposit boxes to store valuables, money and passports;
- keep luggage locked at all times. If travelling by car, lock it in the boot but take your valuables and money with you when you leave the car;
- · never leave luggage unattended or with strangers;
- beware of pickpockets, thieves and blackmarketeers they are professionals who know their surroundings. Be on your guard and act discreetly.

# Meaning of words and terms

Certain words or expressions appearing in your policy or Schedule have been defined, and they will have the same meaning wherever they are used.

#### Accident

A sudden, unexpected, specific, violent, external, visible event which occurs at a single identifiable time and place and also exposure resulting from mishap to the conveyance in which the insured person is travelling.

#### Appointed representative

The lawyer or other suitably qualified person, who has been appointed to act for you in accordance with the terms of Section 15 (Legal advice and expenses).

#### Baggage

Each of your suitcases (or containers of a similar nature) and their contents and articles you are wearing or carrying which are owned by you, including your valuables.

#### **Bodily injury**

Bodily injury (other than where directly or indirectly caused by illness or disease) which is caused solely and directly by accidental means that within twelve months from the accident date results in the death, total loss of sight or limbs or permanent total disablement of the insured person.

#### Child, children

Unmarried and dependant person, aged between 3 and 15, living with an insured person and named on the Schedule. Individuals aged between 16 and under 23, who are in full time education, named on the Schedule and travelling with an insured parent, will also be classed as children.

Please note that children are only insured under the policy when travelling with an insured adult as part of a family.

#### Close business colleague

An associate in the same employment as you in the United Kingdom, whose absence from work or place of employment, as certified by a senior manager or principal of the business, necessitates your return to the United Kingdom.

#### Costs and expenses

All reasonable and necessary costs charged by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if you have been ordered to pay them with our agreement.

#### Date of occurence

For civil cases, the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause then the date of occurrence is the date of the first of these events.

#### **Europe**

The continent of Europe, the Channel Islands, Isle of Man, Republic of Ireland, Iceland, the Mediterranean islands, the Canary Islands, Madeira, Russia west of the Urals and all those countries bordering the Mediterranean except Libya, Egypt and Albania.

#### Extension of insurance

If a public transport delay means you are unable to return home by the date the Schedule expires, your cover is extended for up to one week. If your trip extends beyond the maximum trip duration indicated on your Schedule, due to your death, injury or illness or that of anyone covered by this insurance, your cover will be automatically extended for the additional days necessary, provided you have contacted us.

#### **Family**

You, your husband, wife, civil partner or co-habiting partner, and any child/infant of you, your spouse or co-habiting partner, named on the Schedule. Infants do not need to be specifically named on the Schedule.

Please note, children and infants are not covered for independent travel under a family policy.

#### Geographical limit

The geographical limits specified on your Schedule.

#### Hazardous sports, pursuits or activities

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

Please refer to the Hazardous activities section on page 9 for more details.

#### Home

Your usual permanent place of residence within the UK.

#### Infant

A child aged 2 years and under. They are insured free of charge if they are travelling with an insured adult, they do not need to be specifically named on the Schedule.

#### Insured person, you, your

Any person named on the Schedule and any infant travelling with an insured adult.

#### Material fact

Anything which is liable to increase the likelihood that a claim might occur or increase the amount of any potential claim.

Your failure to disclose any facts may mean your insurance will not protect you and may be invalidated. Insurers may charge an increased premium, decline, withdraw or restrict coverage, where facts disclosed are deemed to be unacceptable.

#### Medical condition

Any disease, illness or injury.

#### Pair or set

Two or more items of baggage (including valuables) which are complementary or used or worn together.

#### Period of insurance

#### Annual cover

The 12 month period shown on your Schedule. Cancellation cover is effective from the date of booking any travel or accommodation for a trip where the event giving rise to the cancellation occurs during the period of insurance.

Cancellation cover terminates upon the commencement of your trip.

All other Sections are effective from the time the insured person leaves their home or business in the United Kingdom (whichever is left last) and shall continue until the insured person returns to a) their home or business or b) a hospital or nursing home in the United Kingdom following their repatriation (whichever is reached first) but both events must occur during the trip duration and period of insurance (except where there is an extension of insurance).

#### Single trip cover

The period shown on the Schedule. Cancellation cover is effective from the date of booking any travel or accommodation for the trip where the event giving rise to the cancellation occurs during the period of insurance.

Cancellation cover terminates upon the commencement of your trip.

All other Sections are effective from the time the insured person leaves his/her home or business in the United Kingdom (whichever is left last) and shall continue until the insured person returns to a) their home or business or b) a hospital or nursing home in the United Kingdom following their repatriation (whichever is reached first) but both events must occur during the trip duration and period of insurance (except where there is an extension of insurance).

#### Permanent total disablement

A condition which is of a permanent, severe and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of your life and which in our reasonable opinion prevents you from engaging in any work or occupation for remuneration or profit.

#### Personal money

Bank and currency notes, cash, cheques, postal and money orders, current postage stamps and coupons or vouchers which have a monetary value.

#### Policy excess, excesses

The first amount of each and every claim, for each separate incident, for each insured person, which is not covered under certain Sections of the policy.

#### **Public transport**

Train, bus, coach, ferry service or airline flight operating to a published timetable.

#### Redundancy

Being made unemployed under the Employment Protection Act (where you or your travelling companion or co-habiting partner, husband, wife or civil partner have been continuously employed on a permanent basis by the same employer and are not on a short-term fixed contract) and you, your travelling companion or co-habiting partner or spouse have been given a notice of redundancy and are receiving payment under the current redundancy payments legislation and at the time of booking the trip or taking out this insurance you, your husband, wife, civil partner, co-habiting partner or travelling companion had no reason to believe that you, your husband, wife, civil partner, co-habiting partner or travelling companion would be made redundant.

#### Relative

Husband, wife, civil partner, son, daughter, parent, brother, sister, grandparent, grandchild, parent-in-law, fiancé(e) or co-habiting partner.

#### Ski equipment

Skis (including bindings), snow boards, boots and ski poles.

#### Substantial withdrawal of hotel services

The withdrawal of waiter service at meals, or the withdrawal of kitchen services such that no food is available, or the withdrawal of swimming pool facilities where the swimming pool is unusable, or the withdrawal of all chambermaid service.

#### Terrorist action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- a. the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- b. the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments:
- c. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

#### Trip(s)

The period of time spent away from your home on pre-booked business or leisure travel.

The maximum trip duration of up to 45 days for annual cover (or 24 days for winter sports) or the duration shown on your Schedule for single trip cover. Trips within the UK and Channel Islands are covered when their duration exceeds 2 consecutive days, there is pre-booked accommodation for at least 2 nights and they are more than a 40 mile radius from your home.

#### United Kingdom, UK

England, Wales, Scotland, Northern Ireland, Isle of Man and Channel Islands. The Isle of Man and Channel Islands are regarded as UK for trips departing from and returning thereto, but as Europe when they are the trip destination.

#### **Valuables**

Cameras, photographic equipment, camcorders, DVD players, video, telephone and tele-communications equipment, radios, cassette players, CD players, audio equipment, computers, computer games machines, MP3 players, electronic personal organisers, binoculars, telescopes, mobile telephones, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold, silver or other precious metals, films, tapes, cassettes, cartridges, discs or compact discs.

#### We, us, our

FirstAssist Insurance Services Limited.

### Hazardous activities

This esure travel insurance policy provides cover for most hazardous activities.

Covered	Covered if professionally organised and supervised plus you wear appropriate safety equipment and take appropriate safety precautions.	Not covered
Aerobics Badminton Baseball Basketball Boogie boarding Bowls Cricket Croquet Curling Cycling (no racing) Fell walking Fishing Golf Ice skating Jogging Manual work at ground level involving no machinery Marathon running Mountain biking on recognised routes Rambling Rounders Sailing (within territorial waters) SCUBA diving (down to 30m accompanied by a qualified diver or instructor) Snorkelling Softball Squash Surfing Swimming Table tennis Tennis Ten pin bowling Volleyball Walking Water polo Windsurfing (within territorial waters)	Abseiling Archery Banana boating Black water rafting Bungee jumping Canoeing/kayaking (no white water) Clay pigeon shooting Fencing Flotilla sailing (with professional leader) Go karting Gymnastics Hiking between 4,000m and 6,000m Horse riding (no jumping) Hot air ballooning Indoor rock climbing (with belays) Jet biking Jet skiing Paint balling Parascending over water Pony trekking River tubing (no white water) Shooting (not big game) Sleigh riding as a passenger Swimming with dolphins Trampolining Water skiing (no jumping) White water rafting Ziplining/Zipwiring Zorbing	Base jumping Big game hunting BMX stunt riding Bouldering Boxing Canyoning Caving/ pot holing Casterring Cycle racing Flying except as a fare paying passenger Free / high diving Gliding Hang gliding Horse jumping / hunting Judo / karate / martial arts Kite surfing Lacrosse Micro lighting Motor cycling unless on machines of less than 125cc and where you have held a motorcycle licence for at least 3 years and are conviction free and are wearing a helmet Mountaineering Organised team sports unless otherwise listed Parachuting Paragliding Parascending over land Polo Professional / semi professional sports Quad biking Rock climbing Sailing outside territorial waters Scuba diving Street hockey Water ski jumping Weightlifting Wrestling

#### Winter sports

Winter sports (other than curling or ice skating) are excluded unless an additional premium has been paid and accepted. Winter sports cover is only available to persons aged under 65 years for Annual cover or aged under 75 years for Single Trip cover. Where winter sports cover has been purchased you are covered for up to 24 days on an Annual policy or for the dates stated on your single trip winter sports Schedule. The following activities are covered:

- On piste skiing or snowboarding on piste
- Off-piste skiing or snowboarding where accompanied by a qualified guide or instructor
- Cross country skiing on recognised routes and with a guide
- Ski racing arranged by ski schools for their pupils
- Sledging

Examples of winter sports activities not covered are:

- Bobsleighing
- Heli skiing
- Ice hockey
- Luging
- Use of skeletons
- Ski acrobatics
- Ski jumping

If you are taking part in any sport or activity not listed in this Section, please contact us on 0845 600 3950 to see if you can be covered.

# How to notify us of a claim

To tell us about a claim, please call us on 0845 600 3951 within 31 days of your return home.

- For all claims, you will need to provide your original booking invoice/receipt.
- For any claim which is the result of accident, bodily injury or illness, you will be required to provide supporting medical verification.

You will also need to provide the following documents depending on which section of the policy you are claiming under:

Cancellation	Original airline tickets (if full cost of trip is claimed).
	Cancellation invoice.
	For claims resulting from death, a copy of the death certificate.
	<ul> <li>For claims resulting from redundancy, a letter from your employer confirming notification date of redundancy and that you qualify for payments under redundancy legislation.</li> </ul>
Curtailment	For claims resulting from death by accident, a copy of the death certificate.
	Please note that you must contact us prior to leaving the trip destination for your return home.
Medical expenses	You or your medical representative must notify us on $\pm 44$ (0) 208 763 3285 as soon as possible, and within 48 hours, of your being admitted to a hospital or clinic abroad as an in-patient, or if your medical expenses are likely to be in excess of £500. Your name, policy number and as much information as possible should be given.
	Settlement of bills not paid by you should be referred to us at $\pm 44$ (0) 208 763 3285.
Hospital benefit	Written confirmation from the hospital of the period of time you were hospitalised.
Baggage	Police report for stolen or lost baggage.
	<ul> <li>For baggage lost or damaged whilst in the custody of an airline, a Property Irregularity Report (PIR).</li> </ul>
	Original receipts/evidence of purchase for all items.
Delayed baggage	Property Irregularity Report from the carrier confirming the reason and duration of the delay.
	Original receipts/evidence of purchase for all replacement items.
Personal money	Police report of the theft.
	Details of amount lost, e.g. bank statements, conversion slips.
Loss of passports /documents	Receipts for expenditure.
Missed departure	Any motoring accident involving personal injury must be substantiated by a police report.
Travel delay	A written report from the airline, shipping company or their agents which shows the reason for the delay.

For all other claims, please refer to the relevant section of the policy.

If you are requested to complete a claim form, please return your completed claim form to esure travel insurance claims, PO Box 1037, Oakleigh House, Cardiff, CF11 1HU. Telephone 0845 600 3951.

# General conditions which apply to all sections

You are advised to take this Policy Booklet and your Schedule with you on your trip. You will be required to provide these documents as evidence of Insurance if you need the service of a hospital or other assistance provider. You will also need to be able to quote your policy number when you contact us.

At all times we will act in good faith in our dealings with you. The payment of all claims following events that occur in the period of insurance is dependent on you observing the following:

- 1. taking all possible care to safeguard against accident, injury, loss or damage and to act as if you had no insurance cover;
- 2. giving us full details in writing within 31 days of your discovery of any incident which may result in a claim under this insurance:
- 3. passing on to us every claim form, writ, summons, legal process or other communication in connection with the claim:
- 4. providing all necessary information and assistance that we may require at your expense (including where necessary medical certification and details of your household insurance);
- 5. not admitting liability for any event, or offering to make any payment, without our prior written consent:
- 6. accepting that no alterations and/or additions to the printed terms and conditions of your insurance will be valid unless agreed by us;
- 7. living in the UK and having been a resident of the UK for a continuous period of at least 6 months prior to the date of issue of the Schedule and being registered with a UK General Practitioner;
- 8. starting each trip from your home or place of business in the UK and returning to your home or place of business in the UK at the end of each trip, within the permitted trip duration and period of insurance unless otherwise agreed by us.

And you recognising our rights:

- 1. to make your insurance void where any claim is found to be fraudulent;
- 2. to share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information you supply on a claim, together with information you have supplied on any application form and other information relating to a claim, may be provided to the register participants.
- 3. to take over and act in your name the defence or settlement of any claim made under this insurance;
- 4. to take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under this insurance;
- 5. to obtain information from your medical records (with your permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without your prior approval;
- 6. not to pay you more than the amounts shown on your Schedule;
- 7. only to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk and to require details of such other insurance or proof of ownership.

#### General conditions which apply to business cover

For UK and Channel Island residents on business trips within the UK and Channel Islands, business cover only applies to pre-booked trips in excess of 2 days, with pre-booked accommodation for at least 2 nights, in excess of a 40 mile radius from your home.

#### Insurance is provided under:

- 1. Section 5 (Personal accident) only when travelling as a fare-paying passenger on public transport.
- 2. Section 16 (Personal liability) only when trips are by public transport.
- 3. Section 10 (Missed departure) and Section 11 (Travel delay) only in respect of pre-booked airline flights and ferry services.

# General exclusions which apply to all sections

This insurance will not pay for any deterioration of or loss or damage to property, or any legal liability, injury, illness, death or expense, directly or indirectly due to, contributed to or caused by:

- 1. a medical condition which has not and would not have been accepted by us under the Medical Warranty, or where any additional premium was required by us and you did not pay this before your trip departure date;
- 2. you, or any other person who is not travelling but upon whose state of health a decision by you to cancel or curtail a trip may depend, having received a terminal prognosis, unless in respect of Section 1 (Cancellation) the terminal prognosis was received after the date of booking the trip;
- 3. terrorist action (except under Section 3 Medical and repatriation expenses and Section 5 Personal accident), war, invasion, act of foreign enemy, hostilities (whether or not war has been declared), civil war, rebellion, military or usurped power, riot or civil commotion or revolution or similar event, or if you have deliberately put yourself in danger. This exclusion does not apply for claims made under Section 3 Medical and repatriation expenses;
- 4. your failure to disclose a material fact;
- 5. any travel undertaken against Foreign Office advice or where the Foreign Office has deemed it unsafe for you to travel;
- 6. ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear machinery or parts;
- 7. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 8. confiscation or destruction of property by any Customs, Government or other Authority of any country;
- 9. any hazardous activities unless expressly covered under this policy. See page 9 of this policy;
- 10. wilfully self-inflicted injury or illness or solvent abuse;
- 11. you being under the influence of alcohol or drugs (except those prescribed by your registered doctor, but not when prescribed for the treatment of drug addiction);
- 12. your failure to obtain any required vaccines/inoculations or medications prior to your trip departure;
- 13, your suicide or attempted suicide or putting yourself at risk unless you are attempting to save a human life:
- 14. any dishonest, malicious or criminal act committed by you or any person with whom you are in collusion, or insurance arranged in circumstances of which you were aware at the time you arranged the insurance that were reasonably likely to give rise to a claim;
- 15. claims, other than under Section 3 (Medical and repatriation expenses), Section 4 (Hospital benefit) and Section 5 (Personal accident) which arise from, or are in any way connected (whether directly or indirectly) with, or exacerbated by, any actual or anticipated failure of any computer or electronic device, or component or system or embedded programming or software (whether or not belonging to or in the possession of the insured person);
- 16. psychiatric disorders, depression, anxiety, stress or phobias;
- 17. participation in winter sports unless the appropriate premium has been paid and is shown on your Schedule.

## Cancellation

(This section applies unless your schedule shows that you have opted to remove it)

#### We will pay:

your proportion of the costs up to a maximum of £5,000 which you have paid or agreed to pay and which you cannot recover from any other source following:

- 1. your necessary and unavoidable cancellation of the trip which happens after the start date of cover shown on the Schedule, due to:
  - a. the death, injury or illness of you, your relative or close business colleague or of any person with whom you had arranged to travel, or a friend or relative who lives abroad with whom you had arranged to stay;
  - b. your attendance at a court of law as a witness or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office;
  - c. your redundancy or that of your travelling companion or your cohabiting partner or spouse;
  - d. your compulsory quarantine, or Government restriction following an epidemic which prevents you from travelling;
  - e. your home becoming uninhabitable following serious fire, storm or flood within 14 days before your scheduled departure date.
- 2. your cancellation of the trip as a result of a Travel delay (Section 11) where the delay is in excess of 12 hours from the first international departure time specified in your official itinerary.

- if travel is against the advice of your doctor;
- if you failed to contact and obtain written authorisation from us, and pay any additional premium required by us before starting your trip, having disclosed any material fact or medical condition:
- 3. any claim which is due to:
  - a. your failure to obtain the required passport or visa;
  - b. your failure to obtain any recommended or required vaccines, inoculations or medications prior to your trip;
  - c. you travelling for the purpose of obtaining medical treatment or in the knowledge that you are likely to need medical treatment:
  - d. the operation of law, unless expressly provided for elsewhere in this policy (for example Jury Service or compulsory quarantine);
  - e. the failure in provision of any service connected with your trip including error, omission, financial failure, or default of, or by the provider of, any service, travel agent, tour operator/organiser through whom you booked the trip;
  - f. death or illness of any pets or animals;
  - g. your decision not to travel, or personal financial circumstances (other than you being made redundant after the start date of cover shown on the Schedule);
  - h. any loss in respect of Air Passenger Duty (this can be reclaimed by you through your travel agent or airline);

Note: Cover under this Section only applies to those persons named on the Schedule. Any reimbursement will be no greater per person than the pre-paid costs of the highest adult charge.

Any payment we make to you is dependent on you observing the following:

- seeking an opinion on the advisability of making the trip from your registered doctor if you have an existing medical condition, taking into account your chosen trip destination, the climatic conditions, the stability of your condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available;
- 2. notifying the travel agent, tour operator or provider of transport or accommodation immediately you know you will be cancelling the trip. We will only pay the cancellation charges that would have applied at the time you knew it was necessary to cancel your trip.

- the death, injury or serious illness of any person if their specific medical condition was known on the date you booked your trip unless declared and accepted by us and is the reason for your cancellation of the trip;
- j. your late arrival at the airport or port after check-in or booking-in time (except for a late arrival covered under Section 10 Missed departure);
- k. any unlawful or criminal proceedings of anyone on whom the trip plans depend, other than attendance as a witness at a Court of Law;
- I. any circumstances, including but not limited to strike or industrial action, known to you or publicly declared prior to the date your Schedule is issued or the time of booking the trip (whichever is the earlier) which could reasonably have been expected to give rise to a claim.
- 4. any policy excess relating to this section shown in your Schedule;
- 5. see General Exclusions.

## Curtailment

#### We will pay:

up to the maximum amount shown in your Schedule if you unavoidably cut short your trip by returning to the UK, or if you unavoidably cut short your trip that is within the UK by returning home due to the following reasons. The cover provides a refund which is a percentage of the unused part of the pre-paid trip costs (but excluding the last day of travel);

- 1. the death, injury, or serious illness of yourself or the person with whom you are travelling;
- 2. the death, injury, or serious illness of your relative or close business colleague who is resident in the UK;
- your attendance at a court of law as a witness or for Jury Service where postponement of the Jury Service has been denied by the Clerk of the Courts Office:
- 4. you being called back by the Police after your home or usual place of business in the UK has suffered from burglary, serious fire, storm or flood.

#### We will also pay:

for reasonable additional travel and accommodation expenses you incur in returning to the UK which on medical advice is necessary and unavoidable as a result of 1 and 2 above

Any payment we make to you is dependent on you observing the following:

 seeking an opinion on the advisability of making the trip from your registered doctor if you have an existing medical condition, taking into account your chosen trip destination, the climatic conditions, the stability of your condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available;

- 1. any costs arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
- 2. your loss of enjoyment of the trip however caused:
- any unused portion of your original ticket where repatriation has been made:
- 4. if travel is against the advice of your doctor:
- 5. if you failed to contact and obtain written authorisation from us and pay any additional premium required by us before starting your trip, having disclosed any material fact or pre-existing medical condition as required under the Medical Warranty;
- 6. any costs relating to the death, injury or serious illness of your relative or close business colleague resident in the UK where the condition giving rise to the claim is known to you at the date you book your trip;
- 7. your disinclination to travel, or if curtailment is requested because of psychiatric disorders, depression, anxiety, stress, phobias or personal financial circumstances:
- 8. death or illness of any pets or animals:
- 9. any policy excess relating to this section shown in your Schedule;
- 10, see General Exclusions.

- 2. contacting the emergency assistance service prior to you leaving the trip destination for your return to the UK;
- 3. if you are cutting short your journey for medical reasons, you must get a doctor's certificate to confirm your need to return home to the UK, then contact the emergency assistance service to authorise your claim;
- 4. not travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need medical treatment;
- 5. obtaining any recommended vaccines, inoculations or medications prior to your trip;
- 6. having a pre-paid return ticket to the UK at the start of your trip unless otherwise agreed.

# Medical and repatriation expenses

Important Note: This section provides insurance for emergency medical costs not covered by any reciprocal health agreement between the Channel Islands and the United Kingdom (England, Scotland, Wales and Northern Ireland).

#### We will pay:

# up to a maximum of £10,000,000 in the event of an accident or sickness whilst on the trip, in respect of the following:

- 1. usual and reasonable medical, hospital and treatment expenses, including the cost of the rescue service to take you to hospital and the cost of emergency dental treatment for the relief of pain only up to £500 outside the UK for continuous treatment only, not exceeding 12 months, which will cease when on medical advice you are able to return to the UK;
- 2. the reasonable costs of funeral expenses abroad or the reasonable cost of conveying the insured person's body or ashes to their home address in the UK;
- repatriation expenses (including air ambulance or the special use of air transport) to return you to the UK provided it is medically necessary and the arrangements are authorised beforehand and made by the emergency assistance service;
- 4. reasonable additional travel and accommodation (room only plus £10 per day towards meals) of a relative or friend of yours living in the UK, or on holiday with you, who on medical advice must travel or stay with you or accompany you home. The emergency assistance service must authorise this beforehand.

We must be contacted if your medical expenses are likely to be in excess of £500.

Furthermore if you are admitted to a hospital or clinic abroad as an inpatient, the emergency assistance service must be notified as soon as possible, and within 48 hours of your admission, in order to confirm the conditions of this insurance with the medical providers.

- 1. any treatment in the United Kingdom not specified in the Important Note above;
- 2. any medication or drugs which at the start of your trip you know you will need;
- 3. the cost of any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which you went into a hospital or clinic abroad:
- 4. any form of treatment or cosmetic surgery which, in the opinion of the doctor treating you and the emergency assistance service can reasonably be delayed until you return home;
- 5. any costs arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
- 6. any extra costs from you arranging a single or private room accommodation at a hospital, clinic or nursing home, except where this is necessary for your treatment and approved by the emergency assistance service beforehand;
- 7. any loss, damage or provision of false dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles;
- 8. in-patient, hospital, clinic or repatriation expenses which have not been reported to and authorised by the the emergency assistance service:
- 9. if you are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
- 10. any costs arising from a pre-existing medical condition falling under the Medical Warranty (unless terms were agreed in writing by us and any additional premium requested by us was paid before starting your trip):
- 11. any policy excess relating to this section shown in your Schedule:
- 12, see General Exclusions.

# Hospital benefit

#### We will pay:

£25 for every complete 24 hours you spend in a hospital abroad as an inpatient as a result of you becoming ill or being injured during the trip (up to a maximum of £1,500).

#### We will not pay for the following:

Any days spent in hospital:

- 1. in the United Kingdom;
- 2. for any treatment or surgery (including exploratory tests) which are not directly related to the illness or injury for which you went into a hospital or clinic abroad;
- 3. for any form of treatment or cosmetic surgery which, in the opinion of the doctor treating you and the emergency assistance service, can reasonably be delayed until you return home;
- 4. arising from your pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
- 5. for in-patient, hospital or clinic expenses which have not been reported to and authorised by the emergency assistance service:
- 6. if you are travelling against the advice of a doctor or for the purpose of having medical treatment on the trip;
- 7. arising from an existing medical condition falling under the Medical Warranty (unless terms were agreed in writing by us and any additional premium requested by us was paid before starting your trip);
- 8. see General Exclusions.

## Personal accident

#### We will pay:

the following benefits if during the trip you suffer bodily injury caused by an accident:

- 1. death by accident £30,000;
- 2. permanent loss of one or more limbs by physical separation at or above the wrist or ankle, or the total and permanent loss of all sight in one or both eyes £30,000;
- 3. permanent total disablement £30,000.

All benefits will be limited to £2,500 for insured persons under the age of 16 years and over the age of 64 years at the time of the accident. The maximum amount of all benefits we will pay under this Section for one or more accidents sustained by you shall not exceed £30,000.

In respect of UK and Channel Islands residents on business trips within the UK and Channel Islands, insurance under this Section only applies when you are travelling as a fare-paying passenger on public transport.

Note: in the event of your death the benefit will be paid to your estate or next-of-kin.

#### We will not pay:

any benefit in respect of 1, 2 or 3 that does not occur within 12 months of the accident.

- 1. any costs arising from a medical condition falling under the Medical Warranty (unless terms were agreed in writing by us and any additional premium required by us was paid, before starting your trip);
- 2. see General Exclusions.

# Baggage and personal belongings

(This section applies unless your Schedule shows that you have opted to remove it)

#### We will pay:

up to a maximum of £1,500 (after making reasonable allowance for wear, tear and depreciation) for accidental loss, or theft of or damage to baggage owned by you. In the event of a claim you must provide us with any original receipts, proofs of purchase or insurance valuations (obtained prior to loss, theft or damage) which we request.

- 1. more than £500 for any one article, pair or set of articles;
- 2. more than £500 in total in respect of valuables;
- 3. ski equipment (this is covered under the winter sports Section, if the appropriate premium is paid);
- 4. loss or theft of or damage to fragile articles, contact or corneal lenses, spectacles, sunglasses, bicycles and Business goods or samples
- (Business goods and samples are covered under the business documents and samples and the Business equipment Section, if the appropriate premium is paid);
- 5. loss or theft of or damage to sports equipment whilst in use;
- 6. loss or damage whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR);
- 7. loss or theft of your baggage that you do not report to the Police within 24 hours of discovery and where you do not get a written report from them;
- 8. loss or damage to your baggage caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
- 9. baggage left out of your sight and personal control in public places (e.g. station, airport, restaurant, beach, etc);

- 10. any loss or theft of baggage from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior, and where the forcible entry or exit is verified by a Police report):
- 11. any loss of valuables packed in a suitcase, or similar container (other than normal hand-baggage) unless they are at all times attended by you, or left in hotel security, safety deposit box, safe or similar locked fixed receptacle;
- 12. any loss or theft of valuables from an unattended vehicle unless between the hours of 09:00 and 21:00 and locked in the boot, covered luggage area or locked glove compartment and following physical evidence of forcible entry and reported to the appropriate Police authority and where a report was obtained from them;
- 13. loss of or damage to valuables (other than wedding rings) while you are swimming;
- 14. any items left in the custody of a person who does not have official responsibility for the safekeeping of the property:
- 15. any policy excess relating to this section shown in your Schedule:
- 16. see General Exclusions.

# Delayed baggage

(This section applies unless your Schedule shows that you have opted to remove it)

#### We will pay:

# up to a maximum of £200 to cover the purchase of essential items if you are temporarily deprived of your baggage due to misdirection in delivery on your outward journey for over 12 hours from the time you arrived at your trip destination abroad. You must keep all receipts for these items and send them with your claim form.

Any amount paid will be deducted from the final claim settlement under Section 6 (Baggage and personal belongings) if your luggage is permanently lost.

- 1. loss or damage whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report. In the case of an airline you will need a Property Irregularity Report (PIR);
- 2. see General Exclusions.

# Personal money

(This section applies unless your Schedule shows that you have opted to remove it)

#### We will pay:

# up to a maximum of £500 for the loss or theft of your personal money during your trip dependent on you observing the following:

- 1. taking reasonable care in protecting your money and documents against loss, theft or damage;
- notifying the Police within 24 hours of discovery and obtaining a written report and reference number from them and enclosing this with your claim form.

- 1. loss or theft of money that is not on your person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in your trip accommodation;
- 2. for any depreciation in value, currency changes or shortage caused by any error or omission:
- 3. for money packed in suitcases or other similar baggage, or in containers which are out of your sight and personal control;
- 4. for loss or damage arising from confiscation or detention by Customs or other officials:
- 5. more than £300 (£50 in respect of children aged 15 years and under) for cash:
- 6. any policy excess relating to this section shown in your Schedule;
- 7. see General Exclusions.

# Loss of passport or documents

#### We will pay:

up to a maximum of £500 for reasonable travel and accommodation expenses in obtaining replacement passports, travel tickets, green cards, driving licences, and business documents and records, but only up to the cost of replacing and/or restoring the missing documents or records which are lost or stolen whilst on the trip.

- loss or theft of items that are not kept on your person or not deposited in a safe or safety deposit box, or similar locked fixed receptacle in your trip accommodation:
- 2. any depreciation in value or shortage caused by any error or omission;
- 3. items packed in suitcases or other similar baggage, or in containers which are out of your sight and personal control;
- 4. loss of passport not reported to the Police and the Consular Representative of the relevant issuing country within 24 hours of discovery;
- 5. for loss or damage arising from confiscation or detention by Customs or other officials;
- 6. any policy excess relating to this section shown in your Schedule;
- 7. see General Exclusions.

# Missed departure

#### We will pay:

up to a maximum of £800 for reasonable additional accommodation (room only) and travel expenses should you arrive at your last departure point from the UK or last departure point for your return trip to the UK (according to published timetables) too late to board your booked flight or sailing if:

- 1. scheduled public transport services fail to get you there in time due to strike, industrial action, adverse weather conditions or mechanical breakdown;
- 2. the private motor vehicle in which you are travelling to your last departure point in the UK suffers a mechanical breakdown/failure or is directly involved in a road traffic accident which results in mechanical breakdown/failure or bodily injury.

In respect of UK and Channel Islands business trips cover only applies to prebooked flights or sea passages within the UK and Channel Islands in connection with your business.

Note: Cover in respect of 2. above only applies to vehicles under 7 years old. Any motoring accidents must be reported to the Police if there is a personal injury and any accident or breakdown not resulting in personal injury must be reported to a recognised motoring rescue organisation and a report obtained from them. Any repair costs to the vehicle are not covered by this insurance.

- 1. your failure to allow sufficient time for the public transport to arrive on schedule and deliver you to your departure point;
- 2. strike, industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or you booked the trip (whichever is later);
- 3. any claim arising from your private motor vehicle in which you are travelling not having been properly serviced and maintained, in the event of vehicle breakdown:
- 4. any policy excess relating to this section shown in your Schedule:
- 5. see General Exclusions.

# Travel delay

#### We will pay:

up to £30 after the first full 12 hours delay, and £20 for each full 12 hours delay thereafter (up to a maximum of £250), if the international transport service (which forms part of your prebooked itinerary) is delayed due to circumstances beyond your control at your last international departure point from or to the UK, or the delay occurs during a pre-booked connecting flight or sea journey taking you to your trip destination.

If after 12 hours delay to your outbound journey you choose to abandon your trip we will pay your cancellation costs under the cancellation section of this policy.

In respect of UK and Channel Islands business trips cover only applies to prebooked flights or sea passages within the UK and Channel Islands in connection with your business.

Note: For residents of the Channel Islands, Northern Ireland and Isle of Man, cover will also be provided for a flight or sea vessel journey interconnecting with the last flight or sea vessel journey from the international departure point from or to a mainland United Kingdom or other European terminal.

- 1. any claim which is as a result of your failure to check-in at the departure airport or port by the time shown on your travel itinerary;
- 2. any compensation unless you have obtained written confirmation from the airline or shipping company or their handling agents which shows the reason for the delay, the scheduled departure time and the actual departure time of your flight or sailing;
- 3. any compensation where the airline or shipping company or their handling agents provide alternative transport which departs within 12 hours of the booked departure time:
- 4. any delay which is due to strike or industrial action, delays or disruptions arising from weather conditions which had started or were publicly declared on the date the Schedule is issued or you booked the trip (whichever is the later);
- 5. any claim where you decide to cancel the journey and we pay a claim under section 1 of this policy;
- 6. see General Exclusions.

# Loss of hotel facilities

#### We will pay:

£30 (up to a maximum of £150) for each 24 hour period during which you suffer a sudden, unexpected and substantial withdrawal of hotel services, at a hotel where you are staying, as a result of industrial action or strike, providing that the withdrawal of services lasts for a continuous period of at least 48 hours.

#### We will not pay for the following:

1. see General Exclusions.

# Mugging

#### We will pay:

# £50 (up to a maximum of £1,000) for each 24 hour period lost during your trip if you are hospitalised as a result of a mugging attack.

#### Note:

- 1. any payment made is dependent on you reporting the incident to the Police at the earliest opportunity and receiving a written report from them;
- 2. you cannot claim under both Section 4 (Hospital benefit) and this Section.

#### We will not pay for the following:

1. see General Exclusions.

# Catastrophe

#### We will pay:

up to a maximum of £500 for reasonable travel and accommodation expenses to enable you to continue your trip or, if you cannot continue with the trip, to return you to the UK, if you are forced to move from your pre-booked and pre-paid accommodation as a result of fire, lightning, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive (which is confirmed in writing by local or national authorities).

Note: Payments under this Section of the policy for travel expenses for return to the UK are dependent on you contacting us prior to your departure for your home.

- 1. costs or expenses payable by or recoverable from your tour operator, airline, hotel or other provider of accommodation or transport;
- 2. you deciding not to remain in your booked accommodation although it is considered safe and acceptable to continue living there by the appropriate authorities;
- 3. any policy excess relating to this section shown in your Schedule;
- 4. see General Exclusions.

# Legal advice and expenses

#### We will pay you:

up to £50,000 for reasonable and necessary legal costs you or your legal personal representative(s) have to pay in order to claim compensation or damages for your personal injury or death caused by the negligence of a third party during the period of insurance.

We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

We agree to provide the insurance in this section, as long as:

- 1. the date of occurrence of the incident happens during the period of insurance and within the geographical limit; and
- 2. any legal proceedings will be dealt with by the court or other body which we agree to in the geographical limit; and
- 3. for civil claims it is always more likely than not that you will recover damages (or other legal remedy which we have agreed to) or make a successful defence.
- for all insured incidents, we will help in appealing or defending an appeal as long as you tell us within the time limits that you want us to appeal.
   Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.
- if an appointed representative is used, we will pay the costs and expenses incurred for this.
- the most we will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000. We will negotiate for your legal rights after an event which causes the death of, or bodily injury to you.

#### We will not pay for any claim relating to the following:

- 1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- 2. defending your legal rights, but defending a counter-claim is covered;
- the driving of a motor vehicle by you for which you do not have valid motor insurance:
- 4. against us, or our agents;
- 5. any costs and expenses incurred before our written acceptance of the claim;
- 6. written or verbal remarks which damage your reputation;
- 7. disagreement with us that is not dealt with under No. 7 of the General Conditions applying to Section 15 Legal advice and expenses;
- 8. an application for Judicial Review;
- 9. any legal action which you take which we or the appointed representative have not agreed to;
- 10. where you do anything that hinders us or the appointed representative;
- 11. any costs and expenses that are incurred under a contingency fee arrangement.

#### General conditions applying to Section 15 Legal advice and expenses

- 1. You must:
  - a. take reasonable steps to keep any amount we have to pay as low as possible
  - b. try to prevent anything happening that may cause a claim
  - c. send everything we ask for in writing
  - d. give us full details of any claim as soon as possible and give us any information we need.
- 2. a. We can take over and conduct, in your name any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
  - b. An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
  - (i) we agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
  - (ii) there is a conflict of interest.

We may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.

- c. In all circumstances except those in  $2(\mbox{\ensuremath{b}})$  above, we are free to choose a representative.
- d. An appointed representative will be appointed by us and represent you according to our standard terms of appointment. The appointed representative must cooperate with us at all times.
- e. We will have direct contact with the appointed representative.
- f. You must co-operate fully with us and the appointed representative and must keep us up to date with the progress of the claim.
- g. You must give the appointed representative any instructions that we require.
- 3. a. You must tell us if anyone offers to settle the claim.
  - b. If you do not accept a reasonable offer to settle the claim, we may refuse to pay further costs and expenses.
  - c. You must not negotiate or agree to settle a claim without our approval.
  - d. We may decide to pay you the amount of damages that you are claiming or is being claimed against you, instead of starting or continuing legal proceedings.
- a. You must tell the appointed representative to have costs and expenses taxed, assessed or audited, if we ask for this.
  - b. You must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
- 5. If an appointed representative refuses to continue acting for you or if you dismiss an appointed representative the cover we provide will end at once, unless we agree to appoint another appointed representative.

- If you settle a claim or withdraw your claim without our agreement, or do not give suitable instructions to an appointed representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses paid by us.
- 7. If we and you disagree about the choice of appointed representative or about the handling of a claim, we and you can choose another suitably qualified person to decide the matter. We must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving this disagreement must be paid by the party whose choice is rejected.
- 8. We may, at our discretion, require you to obtain at your expense, an opinion from a barrister chosen by you and us, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by us.
- 9. We will not pay any claim covered under any other policy, or any claim that would have been covered by another policy if this policy did not exist.
- 10. This policy is governed by English Law.
- 11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Personal liability

### We will pay:

up to a maximum of £2,000,000 plus costs of defence of a claim agreed between us in writing for any event occurring during the trip which you are legally liable to pay that relate to an incident caused by you and which results in:

- 1. injury, illness, death or disease to another person;
- loss of or damage to property which does not belong to you or any member of your family and is neither in your charge nor under your control or that of any member of your family.

In respect of UK and Channel Islands residents on business trips within the UK and Channel Islands, this Section only applies when you are travelling as a fare-paying passenger on public transport.

### We will not pay:

for claims, arising directly or indirectly, for any liability for loss of or damage to property, or injury, illness or disease:

- 1. where an indemnity is provided under any other insurance;
- 2. which is suffered by anyone who is under a contract of service with you or any member of your family and is caused by the work you employ them to do;
- 3. which is caused by any deliberate, unlawful, malicious or wilful act or omission by you;
- 4. which is caused by your employment, profession or business or that of any member of your family;
- 5. which is caused by your ownership, care, custody or control of any animal;
- 6. which falls on you by agreement and would not have done if such agreement did not exist:
- 7. which is as a result of any criminal proceedings;
- 8. which is due to your ownership, possession or use of vehicles, aircraft, watercraft, firearms or explosive devices;
- which is caused by your ownership or occupation of land or buildings (other than occupation only of any temporary residence, excepting time-share);
- 10. any policy excess relating to this section shown in your Schedule:
- 11, see General Exclusions.

Our total liability under all such insurances arising from any one incident or series of incidents shall not exceed £2,000,000.

## Golf cover

(This section applies if it is shown as purchased in your Schedule and you have paid the appropriate premium)

### We will pay:

- 1. after making reasonable allowance for wear, tear and depreciation up to £1,000 for accidental loss, or theft of or damage to your golfing equipment and golf clothing whilst on your trip, subject to a maximum of £250 for any single article;
- 2. up to £50 per day (up to a maximum of £400) to cover the cost of hiring golf equipment if your personally owned golf equipment is lost, stolen or delayed on your outward journey for over 12 hours from the time you arrived at your trip destination abroad. You must keep all receipts for the hire of these items and send them in with your claim form:
- 3. up to £40 per day (up to a maximum of £200) for the loss of pre-booked green fees should the pre-booked course abroad become unplayable due to adverse weather conditions.

- 1. more than £250 for any one article, pair or set of articles:
- 2. your disinclination to play;
- 3. loss or theft of or damage to golf equipment whilst in use;
- 4. loss of or damage to golf equipment whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR):
- 5. loss or theft of your golf equipment that you do not report to the Police within 24 hours of discovery and where you do not obtain a written report from them:
- 6. loss or damage to your golf equipment caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions:
- 7. golf equipment left out of your sight and personal control in public places (e.g. station, airport, club house etc);
- 8. any loss, or theft of golf equipment from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior, and where the forcible entry or exit is verified by a Police report);
- any golf equipment left in the custody of a person who does not have official responsibility for the safekeeping of the property;
- 10. any policy excess relating to this section shown in your Schedule;
- 11. see General Exclusions.

## Winter sports cover

(This section applies if it is shown as purchased in your Schedule and you have paid the appropriate premium)

Cover is provided (up to a maximum of 24 days in total during the period of insurance if you have annual insurance cover) for winter sports as defined under hazardous activities.

## Ski equipment

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up to £500 in respect of loss, theft or damage of skis, snowboard and ski equipment occurring during your trip.

- 1. more than £500 for any one article, pair or set of articles;
- 2. more than £100 in total for hired ski equipment;
- 3. loss of or damage to ski equipment arising from delay or confiscation or detention by Customs or other officials;
- 4. loss or theft of or damage to ski equipment more than 4 years old;
- 5. loss of or damage to your ski equipment caused by normal wear and tear, gradual deterioration or mechanical or electrical breakdown, decay, moths, vermin or atmospheric or climatic conditions;
- 6. loss of or damage to ski equipment whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR);
- 7. loss or theft of your ski equipment that you do not report to the Police within 24 hours of discovery and where you do not get a written report from them;
- 8. ski equipment left unattended in public places (e.g. station, airport, restaurant etc);

- 9. any loss or theft of ski equipment from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior or were secured within a purpose built and locked container fastened to the exterior of the vehicle, and verified by a Police report);
- any ski equipment left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- 11. any policy excess relating to this section shown in your Schedule;
- 12, see General Exclusions.

## Ski hire

### We will pay:

up to £20 for each 24 hour period (up to a maximum of £300) in respect of reasonable costs incurred by you for the necessary hire of skis following:

- 1. loss or breakage of your skis;
- 2. the misdirection or delay in transit of your skis for more than 12 hours on your outward journey.

- 1. loss of or theft of skis which is not reported to the appropriate Police authority within 24 hours of discovery and verified by a Police report.
- loss of theft of or damage to skis which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery and for which an official report is obtained;
- 3. loss of theft of or damage to skis shipped as freight or under a bill of lading;
- 4. skis left unattended in public places (e.g. station, airport, restaurant etc);
- 5. skis left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- 6. any loss or theft of skis from an unattended motor vehicle unless the skis were secured within a purpose built and locked container fastened to the exterior of the vehicle and the loss is verified by a Police report;
- 7. any policy excess relating to this section shown in your Schedule;
- 8. see General Exclusions.

## Ski pack

### We will pay:

up to £100 for each 7 day period (up to a maximum of £300) for the proportionate value of any unused ski pass, ski hire or tuition fee due to the following:

- 1. your accident or sickness;
- 2. loss or theft of your ski pass.

### We will not pay for the following:

- 1. loss or theft of your ski pass which is not reported to the appropriate Police authority within 24 hours of discovery and verified by a Police report;
- 2. loss or theft of your ski pass which is not reported to any appropriate authority (specifically for claims arising against carriers and hotels), within 24 hours of discovery and for which an official report is obtained:
- 3. ski pass left unattended in public places (e.g. station, airport, restaurant etc);
- 4. ski pass left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- sickness resulting from a medical condition falling under the Medical Warranty (unless terms were agreed in writing by us and any additional premium required by us was paid, before starting your trip);
- 6. any policy excess relating to this section shown in your Schedule;
- 7. see General Exclusions.

## Piste closure

### We will pay:

£30 for each 24 hour period (up to a maximum of £250) if you are not allowed to ski for a continuous period in excess of 12 hours due to complete closure of all pistes as a result of lack of snowfall, excessive snowfall or bad weather in a prebooked winter sports resort.

Alternatively, we will pay:

an amount of £25 for each 24 hour period (up to a maximum of £250) for you to travel to an alternative site. This Section is only valid for the period December to March inclusive.

- 1. claims which are not substantiated by a report from the resort management:
- piste closure which was in existence prior to your arrival in your pre-booked ski resort:
- 3. see General Exclusions.

## Inability to ski due to accident

### We will pay:

## £15 for each 24 hour period (up to a maximum of £150 in total) when you are unable to ski following a skiing accident but are not hospitalised.

### We will not pay for the following:

- 1. claims which are not substantiated by a report from a doctor;
- claims arising from pregnancy or childbirth if the expected date of delivery is less than 12 weeks after the end of your trip;
- 3. if you are travelling or skiing against the advice of a doctor or for the purpose of having medical treatment on the trip;
- 4. any costs arising from a medical condition falling under the Medical Warranty (unless terms were agreed in writing by us and any additional premium required by us was paid, before starting your trip);
- 5. see General Exclusions.

## Avalanche closure

### We will pay:

up to £250 for additional reasonable travel and accommodation expenses in the event that your outward or return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of an avalanche in your pre-booked ski resort.

### We will not pay for the following:

- 1. incidents which are not substantiated by a report from the resort management;
- 2. see General Exclusions.

Note: you cannot claim under Sections 10 (Missed departure), 11 (Travel delay) or 14 (Catastrophe) for the same delay/disruption as covered by this Section.

## **Business travel**

(This section applies if it is shown as purchased in your Schedule and you have paid the appropriate premium)

**Note:** if you have an annual insurance policy, cover is limited to 60 days in total during the period of insurance.

## Replacement personnel

Following a valid claim under Section 3 (Medical and repatriation expenses)

### We will pay:

up to £5,000 to cover travel and accommodation expenses of an equivalent standard to the original booking for a replacement employee, where you are unable to complete your assigned duties during a business trip outside of the UK as a result of either:

- 1. your repatriation within the terms of Section 3 (Medical and repatriation expenses);
- your hospitalisation for a period that has been certified by a medical practitioner (other than the insured person) that is expected to last more than 5 days;
- 3. death, serious illness or serious injury of a close relative or close business colleague in the UK;
- 4. your death during the business trip.

- 1. where the requirement was not confirmed and authorised beforehand by the emergency assistance service;
- 2. where you were able in the original business trip to complete the whole or substantially the whole of your assigned duties, or where the outstanding duties may reasonably be completed by some other form of communication:
- 3. where the business trip was curtailed less than 48 hours earlier than the planned date of return in the original travel schedule;
- 4. any policy excess relating to this section shown in your Schedule;
- 5. see General Exclusions.

# Business documents and samples

### We will pay:

up to £2,000 for reasonable travel and accommodation expenses incurred in obtaining replacement business documents and records, and up to £500 for expenses incurred in obtaining replacement business samples, but only up to the cost of replacing and /or restoring the missing documents, records or samples which are lost or stolen whilst on a business trip.

### We will not pay for the following:

- 1. more than £750 for any one article, pair or set of articles;
- 2. costs or expenses for documents or samples left unattended in a public place;
- 3. business samples which are cash, coins or valuables;
- 4. any policy excess relating to this section shown in your Schedule;
- 5. see General Exclusions.

## Business money

### We will pay:

up to £1,000 for the loss or theft of money belonging to your employer during you trip depending on you observing the following:

- 1. taking reasonable care in protecting the money against loss, theft or damage;
- 2. notifying the Police within 24 hours of discovery and obtaining a written report and reference number from them and enclosing this with your claim form.

- 1. loss or theft of money that is not on your person or deposited in a safe or safety deposit box, or similar locked fixed receptacle in your trip accommodation:
- 2. for any depreciation in value, currency changes or shortage caused by any error or omission;
- 3. for money packed in suitcases or other similar baggage while being transported by you;
- 4. for loss or damage arising from confiscation or detention by Customs or other official;
- 5. any policy excess relating to this section shown in your Schedule;
- 6. see General Exclusions.

# Business equipment and essential baggage

### We will pay:

up to £1,500, after making reasonable allowance for wear, tear and depreciation, for accidental loss or theft or damage to computer equipment, communication devices and other business related equipment which is necessarily carried by you in the course of your business and is owned by you or your employer.

We will cover the cost of business equipment that is partially damaged or pay the cost of replacing it, whichever is the lesser. If any article is beyond economic repair it will be treated as if the article had been lost.

We will also pay up to £500 towards the cost of having essential baggage delivered to you by courier.

Note: All electrical, communications and computer equipment will be subject to a scale of depreciation and the amount paid will be as follows:

under 1 year old up to 66% of original purchase price paid;

under 3 years old up to 33% of original purchase price paid;

under 5 years old up to 10% of original purchase price paid;

5 or more years old no cover.

- 1. more than £750 for any one article, pair or set of articles;
- normal wear and tear, superficial marks and scratches, dents or defacement, mechanical or electrical breakdown:
- 3. business equipment which is 5 or more years old:
- 4. loss of or damage to business equipment arising from delay confiscation or detention by Customs or other officials;
- 5. loss or theft of or damage to fragile business equipment, contact or corneal lenses, spectacles, sunglasses;
- 6. loss of or damage to business equipment whilst in the custody of an airline or other carrier unless you report it immediately on discovery to the carrier and get a written report from them. In the case of an airline you will need a Property Irregularity Report (PIR);
- 7. loss or theft of your business equipment that you do not report to the Police within 24 hours of discovery and where you do not get a written report from them:
- 8. business equipment left unattended in public places (e.g. station, airport, restaurant etc);
- 9. any loss or theft of business equipment from unattended motor cycles or motor vehicles (other than locked vehicles where there is evidence of forcible entry or exit and provided the items were not visible from the vehicle exterior, and this is verified by a Police report);
- any business equipment left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- 11. any policy excess relating to this section shown in your Schedule;
- 12, see General Exclusions.

## Our complaints procedure

We are committed to providing you with a first class service, but we recognise that there may be an occasion when you feel we may not have done this and you wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage. The person dealing with your complaint will be authorised to settle it on our behalf. This section sets out our procedure.

### In the first instance, please call:

0845 600 3951 if it is about a claim: or

0845 600 3950 if it is about any other matter.

We will try to resolve your complaint on receipt, but if this is not possible then we will send you a written acknowledgement no later than four working days after we receive your complaint. This will tell you the name of the person handling your complaint and enclose our complaints procedure leaflet.

We will write to you to confirm our resolution of your complaint. If we have not resolved it within four weeks, we will write to you again to explain why and tell you when we expect to give you our decision.

In the unlikely event that the problem has not been resolved to your satisfaction, you may contact our Customer Relations Manager who will review your complaint and send you our final decision in writing.

The address of our Customer Relations Manager is:

The Customer Relations Manager

esure travel insurance

PO Box 500

1 Drake Circus

Plymouth PL1 1XB

Telephone: 0845 071 9069

If we haven't resolved your complaint within 8 weeks, or if your complaint is still not resolved to your satisfaction, you have the right to refer your complaint to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London F14 9SR

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will handle most complaints that you might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon us, but you are free to reject it without affecting your legal rights.

## Important information

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone insured under your policy.

### **Data Protection notice**

#### Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise.

If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

### The Data Controller

The Data Controllers are esure Services Limited and FirstAssist Insurance Services Limited.

### Protection of your personal details

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

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

### Inaccurate data

If you believe that we are holding inaccurate information about you, please contact us and we will be happy to correct any errors.

### Telephone calls

Telephone calls may be monitored and recorded.

### Fraud prevention, detection & claims history

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

- · share information about you with other organisations and public bodies including the Police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or
  inaccurate information and we identify fraud, we will record this. We and other organisations may also
  search these agencies and databases from the UK and other countries to:
  - help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

To prevent fraud and to ensure that any payments or refunds can be paid to you, we keep your credit/debit card details for the duration of your policy. By giving us your card details, you consent to us keeping them in this way.

### Information on products and services

We, esure Services Limited and our agents worldwide, will hold and use the information you have given us to provide the insurance services you asked for and for statistical analysis. Your information will always be protected by strict security and will only be used by our agents in accordance with our instructions. esure Services Limited may contact you by post, email, phone or SMS to keep you informed about other products and services offered by esure or the HBOS Group and for market research purposes, unless you have chosen not to receive such communications. If you would prefer us not to contact you, and have not previously told us, please write to the Data Protection Officer, esure, The Observatory, Reigate, Surrey, RH2 OSG or email us at DPO@esure.com. Please include your full name, address, date of birth and, if applicable, policy number. If you choose to email us, we are unable to accept responsibility for any loss or abuse of data during transit to us.

You have the right to ask for a copy of the information we and esure Services Limited hold about you in our records. You will need to pay a small fee. You have the right to ask us and esure Services Limited to correct any inaccuracies in your information.

### Renewal information for annual cover policies

Before the renewal date of your policy, we will provide you with details of the terms on which your policy may be renewed. If we are unable to offer you a policy we will let you know and you may be provided with details of the terms on which your cover will continue via another insurer. By taking out this policy you agree to allow a change of your insurer at renewal.

If you pay your premium by direct debit, we may automatically renew your policy. We will notify you of our intention to do this before your policy expires and give you details of the renewal terms, including any changes to your policy cover. If you do not wish to renew your policy, you should tell us before the renewal date. If you do not tell us and your policy is renewed, we will continue to make deductions from your bank account for the new premium. If your insurer changes at renewal, we will ask you to sign a new direct debit form.

### Regulatory status

This policy is arranged and administered by FirstAssist Insurance Services Limited. Registered in England and Wales No.04617110. Registered office Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

esure Services Limited, registered in England and Wales No. 2135610 has its registered office at The Observatory, Reigate, Surrey, RH2 OSG, and acts as an introducer for travel insurance to FirstAssist Insurance Services Limited.

This policy is underwritten by Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No. 2189462. Registered office Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

FirstAssist Insurance Services Limited and Great Lakes Reinsurance (UK) PLC are authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website www.fsa.gov.uk/register or by calling the FSA on 0845 606 1234

### **Compensation arrangements**

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, you may be entitled to compensation from the scheme. Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN. Tel: 020 7892 7300 or www.fscs.org.uk

Our complaint handling procedure meets the standards required by the Financial Services Authority. The procedure is set out earlier in the Policy Booklet.

You can ask us for information about any part of this Important information.

Information is available in large print, Braille or audio on request. Please call for details.

## Key contact numbers

24-hour emergency assistance 44 (0) 208 763 3285 24 hours a day, 7 days a week

**Customer Service** 0845 600 3950 Monday - Friday 8am-8pm Saturday 8am-7pm

24-hour legal advice 44 (0) 1455 896 174 24 hours a day, 7 days a week

Claims 0845 600 3951 Monday - Friday 8am-6pm

When dialling from outside the UK include the 44 and omit the 0. When dialling within the UK, omit the 44

For assistance while you're away and for advice about your destination.

For your queries, including payment queries, and to tell us about any changes to your policy.

For free confidential legal advice on any personal legal problem that arises during your period of insurance, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland. (See Section 15 Legal advice and expenses for further information).

To tell us about any incident which may give rise to a claim, or if you wish to discuss an existing claim.

If you have a hearing or speech impairment, you can also contact us in the UK by Typetalk or specialised text phone. To use Typetalk please dial 18001 before the number you require. To contact us by specialised text phone simply call 0800 316 0775.

Calls may be monitored and recorded.

You could save money by switching to esure car, esure home and esure pet insurance

Buy online anytime at **esure.com** or call us now on:









0800 434 6124

