

# Travel Protection Plan

Single Trip



THIS WORDING CONSTITUTES A VALID POLICY OF INSURANCE ONLY WHEN ATTACHED TO THE APPROPRIATE, DULY VALIDATED, CERTIFICATE ENDORSEMENT SLIP COVERING THE RELEVANT TRAVEL OR JOURNEY

## Types and overall limits of cover

This is to certify that the Insurer, in consideration of the premium specified on Your Certificate, agrees to indemnify the Insured Person (s) on this Policy of Insurance in respect of

This travel insurance has been arranged by Crispin Speers & Partners on behalf of Elect Travel Insurance which is a trading name of Insure for Travel Limited

This evidence of cover is to confirm that those persons who have paid the appropriate premium are insured under Master Policy Number WHIIL/ELECT/10/2008.

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate/booking invoice issued between 1st December 2008 and 31st December 2009, in respect of trips commencing before 31st December 2010

# Your Single Trip Travel Insurance Policy

Please call 0844 8110929 for all emergency medical assistance claims quoting Insure for Travel.  
For all other claims please call 0871 664 7995

## GENERAL INFORMATION

### Insurers

The Insurer for this policy is:

White Horse Insurance Ireland Ltd

Registered Office: 14 Clyde Road, Ballsbridge, Dublin 4

### Health agreements

When You are travelling to a European Union Country, You should collect a form EHIC from Your local post office. If You need treatment, You should present this at the time of treatment as it may save You paying the £100 policy excess from any claim under section A (Medical expenses). When You are travelling to Australia or New Zealand and You have to go to hospital, You must register for treatment under either the Medicare scheme or the reciprocal health agreement applicable in those countries. If You do not do this, We may not be able to pay Your claim.

### Your travel insurance

All insurance policies contain restrictions and exclusions which You should know about. Please make sure that the cover meets Your needs and remember to sign the declaration on the inside back cover to confirm that You accept the terms of cover shown in this booklet. If You need more advice, please call Insure For Travel Limited on 0844 980 0271.

## IMPORTANT INFORMATION

### EVIDENCE OF COVER

You should read this document carefully. It gives you full details of what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and Insurer to Insurer.

### CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of your evidence of cover while general exclusions and conditions will apply to the whole of your evidence of cover. It is a condition of this evidence of cover that all material facts must be disclosed to the Insurer at the time of taking out this insurance. Failure to do so may result in the Insurer's non-liability for claims.

### DANGEROUS SPORTS OR PASTIMES

You are only covered under the evidence of cover for claims arising from certain hazardous activities. If you require cover for activities not listed within this booklet please contact Insure For Travel Limited on 0844 980 0271.

### PROPERTY CLAIMS

These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis. An allowance for wear, tear and depreciation will be deducted. Certain items of personal property are not covered.

### PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft or any mechanically propelled conveyance.

### POLICY LIMITS

All sections of your policy have limits on the amount the Insurer will pay under that section. There are also specific limits under the personal possessions section for: any single item; valuables, items for which an original receipt, proof of purchase or an insurance valuation prior to loss, is not supplied; loss, theft or damage occurring on a beach or in or around a swimming pool.

The insurance		Silver	Gold	Platinum	Excess
A	Medical Expenses	£2,000,000	£5,000,000	£10,000,000	£100
	Emergency Dental Expenses	£200	£200	£200	£100
	Emergency Assistance	Unlimited	Unlimited	Unlimited	Nil
	Sending You home in an emergency	£500,000	£500,000	£2,000,000	£100
B	Personal Accident Up to	£10,000	£10,000	£25,000	Nil
	Death	£5,000	£5,000	£5,000	Nil
	Death (Insureds under 16)	£1,000	£1,000	£1,000	Nil
C	Personal Liability	£500,000	£1,000,000	£2,000,000	£250
D	Legal Expenses	No Cover	£15,000	£15,000	Nil
E	Missed Departure	No Cover	£500	£1,000	£50
F	Personal Possessions	No Cover	£500	£2,000	£50
	Single Article Limit *No cover for valuable items	No Cover	*£100	£150	£50
	Valuables Limit	No Cover	No Cover	£200	£50
	Personal Money	No Cover	£100	£150	£50
	Travel Documents	No Cover	£100	£300	£50
	Baggage Delay	No Cover	No Cover	£150	£50
G	Cancellation and Curtailment	No Cover	£750	£3000	£50
H	Travel Delay	No Cover	No Cover	£20 for each full 12hr delay up to £300	Nil
	Abandonment	No Cover	£750	£3000	£50
I	Hospital Benefit	No Cover	£25 for each complete 24hr period up to £500	£25 for each complete 24hr period up to £2,000	Nil
<b>Wintersports cover - additional benefits (applicable only where the additional premium has been paid)</b>					
J	Piste closure	No Cover	No Cover	£20 for each complete 24hr period up to £200	Nil
K	Avalanche	No Cover	No Cover	£100 after full 12hr delay	Nil
L	Ski hire	No Cover	No Cover	£20 for each complete 24hr period up to £500	Nil
<b>Business cover - additional benefits (applicable only where the additional premium has been paid)</b>					
M	Business Equipment Single Article Limit	No Cover	No Cover	£2,000 £500	£50
N	Delayed Business Equipment	No Cover	No Cover	£500 £150 per day max £500 hire alternative equipment	Nil
O	Business Money	No Cover	No Cover	£250	£50
P	Replacement Employee	No Cover	No Cover	£3,000	£50

## POLICY EXCESSES

Under most sections of the **policy**, claims will be subject to an **excess** per **insured** per section of cover. This means that **you** will be responsible for the first part of the claim. If **you** claim under more than one section of the **policy**, **you** will have to pay an excess for each section.

## REASONABLE CARE / UNATTENDED PROPERTY

**You** must exercise reasonable care to prevent illness, injury or loss or damage to **your** property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of **money** which was not carried on the Insured's person unless placed in a safety deposit box or similar locked, fixed receptacle.

## COMPLAINTS PROCEDURE

If **you** have any cause for complaint regarding this insurance, please refer to the relevant section of this document for the complaints procedure to follow.

## CANCELLATION PERIOD

If, after reading this **policy** **you** are not satisfied with it for any reason, **you** must return the **certificate** to the Issuing Agent within 14 days of issue in order to receive a full refund of premium, provided that a claim does not exist and that travel has not taken place.

## MATERIAL FACTS

**You** MUST disclose all material facts. A material fact is one that is likely to influence the **Insurer** in accepting your insurance. This could be the state of **your** health or that of a **relative** or person on whom **your** travel plans depend or any hazardous activities. If **you** are in any doubt as to whether a fact is 'material', **you** should tell **your** issuing agent. If the fact is considered to be 'material', **you** should seek written confirmation from the **Insurer**. If **you** do not disclose material facts, it may result in **your** claims being invalid.

## MEDICAL HEALTH REQUIREMENTS

If **you** are aware that **you** or any other person (including a **relative**, traveling companion or the person staying with or **close business associate**) have:

- a **pre-existing medical condition** that could force **you** to cancel or cut short **your** trip or
  - been admitted as an inpatient in hospital in the last 24 months or
  - at any time suffered from, or received any form of medical advice, treatment or medication for any of the following
1. **Any Heart or Circulatory related condition (Including Hypertension, Angina, Stroke)**
  2. **Any Lung or Breathing related condition (Other than inhaler controlled, mild Asthma, suffered in isolation)**
  3. **Any Cancerous condition**
  4. **Any Kidney Related Disorder**

Then **you** must contact the Medical Pre-screening company in order to arrange cover for that condition. Failure to advise the Medical Pre-screening company of a **pre-existing medical condition** will result in claims for those undisclosed conditions not being paid.

Contact the Medical Pre-screening company on **08712 085 544**.

**Please note that cover cannot be offered for any Pre-Existing Medical Condition if you, or the person you are traveling with:**

- are awaiting the results of medical tests or investigations
- are traveling against the advice of a medical practitioner
- are traveling for the purpose of obtaining medical treatment
- are on a hospital waiting list
- are receiving ongoing dialysis treatment
- have been given a terminal prognosis
- have a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders, phobias)

### What will happen when you call Medical Pre-Screening

Our trained operators will ask **you** a few simple questions about your intended holiday and the medical condition. **You** will be advised as to whether your **Pre-existing Medical Condition** can be covered, whether there will be an additional premium to pay or whether there are any changes to be made to the policy terms and conditions.

If cover can be provided, **you** will be given an acceptance code and a letter will be sent to **you** upon receipt of payment, detailing the extension of cover where applicable. Please read this letter carefully and keep it with **your** insurance documents as it confirms the terms of the cover. Please note that cover is not effective until **you** are in receipt of this letter.

Please note that if there is a significant change in **your** medical condition or if **you** develop a new condition after **you** have taken out this insurance, but before **you** travel, **you** must declare this to **your** Insurers.

Any subsequent policies will require you to contact the **Medical Screening** company again.

### What will happen if you do not contact Medical Pre-Screening

If **you** do not contact Medical Pre-Screening **you** will not be covered in the event of a claim arising out of **your Pre-existing Medical Condition**.

## Definitions

Any word defined below will have the same meaning wherever it is shown in **your policy** in bold print. These definitions have been listed in alphabetical order.

### Accident, accidental

A sudden, unexpected event caused by something external and visible, which results directly and solely in loss, damage or physical bodily injury.

### Act of terrorism

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

### Assistance Company

AXA Assistance

### Business Equipment

Computer equipment, communication devices and other business related equipment that is carried by **you** in the course of **your** business.

### Cancellation costs

Travel and accommodation expenses paid or contracted to be paid by **you** in respect of **your** trip.

### Certificate

An insurance validation **certificate** or booking invoice issued by the issuing agent which describes you and the Insured person(s) who are covered under this **policy**.

### Claims Handler

For Emergency Medical Assistance Claims:

AXA Assistance,

For All Other Claims:

White Horse Insurance Ireland Claims Department, PO Box 173, Bradford, BD11 2WS

### Close business associate

A person in the same employment as **you** in **your country of residence**, whose absence from work or place of employment for one or more complete days at the same time as **you**, prevents the effective continuation of that business.

### Common-law partner(s)

Any couple (including same sex) in a relationship who have co-habitated for at least 6 months.

### Country of residence

The country of permanent residence in which **you** live, for no less than 6 months of the year.

### Couples

Any two adults (including same sex) who have co-habitated for at least 6 months at the same residential address in the United Kingdom or Republic of Ireland

### Curtailment Costs

Travel costs necessary to return **you** home before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is not spent overseas.

The following are not included in the definition:

- all costs attributable to the outward and return travel tickets, whether used or unused.

### Excess

The first amount you and each person named under the insurance **certificate** have agreed to pay towards a claim under each section of this **policy**, as outlined within the **Schedule of Benefits**.

### Family

Two (2) adults and 4 dependant children under the age of 18 in full time education.

### Golf Equipment

Golf Clubs, Golf Bags, Golf Shoes.

### Hazardous Sports & Activities

Any sport or leisure activity other than those listed below, and then only when participating on an amateur basis: Archery, Badminton, Baseball, Basketball, Beach Games, Black Water Rafting (Grade 1-4), Bowls, Bungee Jumping (Max of 2 jumps), Canoeing (excluding white water canoeing of any grade), Clay Pigeon Shooting, Cricket, Cycling (excluding BMX or mountain biking), Dinghy Sailing, Dry Skiing, Fell Walking, Fell Running, Fencing, Fishing (excluding wade fishing), Football, Golf, Hiking (under 2,000m altitude), Horse Riding (excluding jumping, hunting, polo and racing), Hot Air Ballooning which has been booked in the United Kingdom or Republic of Ireland prior to departure, Ice Skating, Jet Boating, Jet Skiing, Jogging, Marathon Running, Motorcycling up to 125cc (provided rider holds a full driving license and is wearing crash helmet), Netball, Orienteering, Paintballing (providing protective eye-wear and clothing are worn), Parascending (over water), Pony Trekking, Racquetball, Rambling (under 2,000m altitude), River Canoeing, Roller Skating, Roller Blading, Rounders, Rowing, Safari (if pre-booked through United Kingdom or Republic of Ireland Operator, excluding the use of firearms), Sail Boarding, Sailing (within territorial limits), Scuba Diving up to 15m (excluding solo dives and no dives less than 24 hours before departure to your home), Skate Boarding, Snorkelling, Squash, Surfing, Tennis, Track Events, Trekking (under 2,000m altitude), Triathlon, Volleyball, Water Polo, Water Skiing, White Water Rafting (up to grade 4), Windsurfing, Yachting (inside territorial waters). If You are participating in an activity that is not listed above please call Insure For Travel Limited on 0844 980 0271 and they may be able to arrange cover.

## Home

Your usual place of residence in the United Kingdom or Republic of Ireland for no less than 6 months of the year.

## Insurance Premium Tax (IPT)

A Government tax which must be paid by **you** in addition to the insurance premium. Only residents of the Channel Islands and Isle of Man are exempt from taxation.

## Money

Bank currency notes and coins.

## Medical Screening Company

BAS Affinity Services

## One-way trip

A journey where **you** are emigrating or returning to **your** usual **country of residence**, where **you** have no intention of returning to **your** departure country. The cover will begin when **you** leave **your** international point of departure and ends no later than 72 hours after the time **you** first leave the immigration control of **your** final destination country.

## Pair or set

Two or more items of **personal possessions** which are complimentary or used or worn together.

## Personal Possessions

Luggage, clothing, **valuables** and personal items which are owned by **you** and have been either taken or purchased on the **trip**. The following are not included in the definition and are not covered by **your policy**: Animal skins, Antiques, bicycles, binoculars, bonds, coupons, documents of any kind, **Money**, securities, stamps, travellers cheques, mobile phones, computer or telecommunications equipment of any kind, computer games and computer games consoles, iPods, MP3 players, contact or corneal lenses, diving equipment, furs, musical instruments, radios, tape recorders, television sets, video equipment or DVD equipment of any kind.

## Policy

This wording and endorsements.

## Policy Age Limits

Single trip = 79 years

## Pre-Existing Medical Conditions

Any medical condition which has been suffered, or for which medical **trip** advice, treatment or medication has been received in the last 24 months prior to the date of issue of the **policy**.

## Public Transport

A train, bus, coach, ferry service or scheduled airline flight operating to a published timetable to join the booked travel itinerary.

## Redundancy, redundant

**You** becoming unemployed under the Employment Protection Act. **You** must have been given a Notice of **Redundancy** and be receiving payment under the current redundancy payments legislation.

The following are not included in the definition:

- Any employment which has not been continuous and with the same employer for a period of not less than 24 months
- Any employment which is not a permanent basis
- Any employment which is on a short term fixed contract
- Any instance where **you** had reason to believe that **you** would be made **Redundant** at the time of booking **your trip**.
- Any self-employment

## Relative

Brother, step/half brother, brother-in-law, **common law partner**, daughter, daughter-in-law, fiancé(e), grandchild, grand parents, legal guardian, parent, step-parent, parent-in-law, sister, step/half-sister, sister-in-law, son, son-in-law, or spouse who live in the United Kingdom or Republic of Ireland.

## Serious Illness or Serious Injury

Any illness or injury which in the opinion of the doctor in attendance and the **Insurers** medical advisors:

- restricts mobility; or
- results in hospitalization for more than 48 hours.

## Single Item

Any one article, pair, set or collection.

## Sports Equipment

Those items that are usually worn, carried, used or held during the participation in a sporting activity.

The following are not included in the definition:

- **ski equipment**
- **golf equipment**

## Ski Equipment

Skis, ski bindings, ski boots, ski poles, snowboard, snowboard bindings and snowboard boots.

## 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 Israel)

**Area 2** Australia/New Zealand

**Area 3** Worldwide (Including USA and Canada)

## Total disablement

Means **you** are prevented from engaging in paid employment or paid occupation of any and every kind, except any occupation normally reserved for the disabled.

## Travelling companion

Any person named on your insurance certificate and/or booking invoice.

## Trip, trip duration

A journey which begins when **you** leave **your home** to travel within the **United Kingdom** or **Republic of Ireland** where pre-booked accommodation has been arranged for a minimum period of two consecutive nights, and ends on **your** return during the period of insurance, to either

## Valuables

Articles made of or containing gold, silver or other precious metals, jewellery, leather goods, camcorders, photographic equipment, precious or semi-precious stones, silks, telescopes, watches, computer equipment, cameras, compact disc players, MP3 players & iPods, sunglasses (up to maximum £50), spectacles, Mini-Disc players, CD's.

## Wintersports

Guided cross country skiing (Nordic Skiing), mono skiing, off-piste skiing or snow boarding (in areas designated safe by resort management), recreational racing, skiing, snowboarding and snow sledging.

The following are not included in the definition, but not limited to:

Freestyle skiing, heli-skiing, ice hockey, luge, off-piste skiing or snow boarding in areas designated as unsafe by resort management, off-piste skiing or snowboarding where there is an avalanche warning in place, parapenting, ski acrobatics and stunting, ski bob racing, ski-doing, ski flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs, snow mobiling, tobogganing.

## We/ Us/ Insurer

White Horse Insurance Ireland Ltd

## You/ yours/ Insured

Any person named on the **certificate**.

## POLICY CONTRACT PERIOD

### Contract Period - Single trip

A single return **trip**, as defined in the Period of Insurance, beginning and ending in the United Kingdom or Republic of Ireland.

*Maximum **trip** duration: 122 days (74 - 79 year olds 38 days)*

### Contract Period - One way trip

A single outward **trip**, as defined in the Period of Insurance, beginning in the United Kingdom or Republic of Ireland. The Period of Insurance shall expire normally or in any event no later than 72 hours after the time the Insured first leaves the immigration control of their final destination country.

- cover for overnight **trips** within **your country of residence** applies when accommodation is pre-paid & pre-booked for a minimum of 2 consecutive nights.

## PERIOD OF INSURANCE FOR SINGLE TRIP ONLY

The **trip** duration as shown in **your certificate**.

Cover under the cancellation section of **your policy**, starts from the date the **certificate** is issued and ends at the start of **your trip**.

The cover under all other sections of **your policy**, starts when **you** leave **your home** and ends on **your** return **home** / place of business or on the expiry of the **policy**, whichever is first.

The **Insurer** will not cover:

- Any person over the maximum **policy** Age Limits.
- Any subsequent trip that starts after **you** have returned to **your home**, to a hospital or to a nursing home in the United Kingdom or Republic of Ireland
- Any trip that exceeds the expiry of the **policy**

Cover will automatically be extended day by day up to a maximum of 30 days after the expiry of the period stated on the **policy** when the return is necessarily delayed as a result of the ill health of **you** or failure of **public transport** provided that the **Assistance Company** have been notified.

In respect of one way **trips** only, the Period of Insurance shall cease whichever occurs first of the following: the expiry of the **policy** Contract Period or 72 hours after the time **you** first leave the immigration control of **your** final destination country.

**The Insurer hereby agrees to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the certificate, after such loss, damage or liability are proved. PROVIDED always that the liability of the Insurer shall not exceed the limits of liability as expressed in the attached terms and conditions or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed on behalf of the Insurer.**

# Sections of insurance

## SECTION A - EMERGENCY MEDICAL EXPENSES AND REPATRIATION

### SPECIAL CONDITION:

In the event of your death, you incurring medical expenses in excess of £250, or your being involved in an accident, being admitted to hospital, or curtailing for medical reasons, the Assistance Company must be advised as soon as possible and liability shall only attach for expenses agreed by them. Failure to notify the Assistance Company will prejudice the Insurer and will result in the Insurer's non-acceptance of liability of such claims.

### What You Are Covered For:

The Insurer will reimburse you up to the amount shown in the Schedule of Benefits in respect of the following expenses necessarily incurred as a result of you sustaining **accidental** bodily injury, becoming ill or your death:

### Emergency Medical Expenses

- cost of medical, surgical or hospital treatment. The Insurer reserves the right to repatriate when, in the opinion of the doctor in attendance and the Insurers medical advisors, the Insured is fit to travel.
- (including emergency dental treatment up to the amount stated in the Schedule of Benefits for the immediate relief of pain only)
- cost of transporting you remains to the United Kingdom or the Republic of Ireland, or the reasonable cost of a funeral in the country where death occurs, if other than your usual country of residence, up to the amount stated in the Schedule of Benefits
- reasonable additional transportation and accommodation costs incurred by you and any one of your travelling companions, as a result of you receiving medical advice from the doctor in attendance and the Insurers medical advisors that you originally planned return journey to the United Kingdom or the Republic of Ireland is impossible due to medical reasons. (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date, at the Insurers discretion).

### Emergency Repatriation

The cost of return to the United Kingdom or the Republic of Ireland of an injured or sick Insured by medically appropriate means where, in the opinion of the Insurers medical advisors, such return is all medically necessary.

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

- the excess as shown in the Schedule of Benefits;
- claims arising directly or indirectly as a result of a **pre-existing medical condition of you or your travelling companion**, unless declared to and agreed by the **Medical Screening Company** in writing, with any required additional premium paid and/or amendments to **policy** conditions;
- claims arising if you:
  - are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
  - are on a hospital waiting list or awaiting the results of medical investigations; or
  - have received a terminal prognosis at the date of application;
  - are undergoing dialysis treatment;
  - are suffering from any psychological or mental disorder.
- claims arising for treatment or surgery which, in the opinion of the Insurers medical advisors, is not essential or can reasonably be delayed until your return home;
- claims arising from the additional costs of single or private hospital room accommodation;
- claims arising from medical treatment of any kind received after you have returned to or have been repatriated to the United Kingdom or the Republic of Ireland;
- claims arising from medical treatment of any kind if you are a resident of & travelling within the United Kingdom;
- claims arising from medical treatment of any kind if you are a resident of & travelling within the Republic of Ireland;
- claims arising directly or indirectly from pregnancy, other than complications of pregnancy occurring prior to the twenty eight week;
- claims arising from medical treatment of any kind not authorised at the time by a recognized registered medical practitioner.
- claims arising from medical treatment of any kind occurring after you have refused the offer of repatriation when, in the opinion of the doctor in attendance and the Insurers medical advisors, you are fit to travel;
- claims arising in respect of elective medical treatment, physiotherapy treatment and other associated therapies.
- claims arising out of your failure to contact the **Assistance Company**.
- any costs incurred under the Medical Expenses section of cover should You refuse or fail to take our repatriation options to return Home on Your planned scheduled flight. The Insurer will not be liable for any costs incurred after the date You receive confirmation from the treating doctor that You are fit to Travel Home and fail to take our repatriation options or return Home, whichever happens first.
- any taxi fares incurred in the course of your medical emergency claim

**CONDITION: Should you require medical treatment in Australia, you should enrol with MEDICARE. It is not necessary to enrol on arrival. You can simply do this at the first occasion on which you receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with the Assistance Company and their authority obtained in respect of any treatment NOT available under MEDICARE before such treatment is provided.**

## SECTION B - PERSONAL ACCIDENT

**What You Are Covered For:** The Insurer will pay you or your estate the sum insured as shown in the Schedule of Benefits for one of the following Losses resulting from an external **accident** sustained by you: death, Loss of limb(s), Loss of sight or permanent **total disablement**. Loss must occur within 180 days of the date of **accident**. No benefits shall be paid for more than one Loss suffered.

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

- Any benefit where your death, injury or loss does not occur within 180 days of the **accident**
- Any benefit as a result of participating in a **hazardous sport** or leisure activity, unless you have paid the additional premium prior to travel, for that specific **hazardous activity** and cover is confirmed on your **certificate**
- Any benefit if you cannot prove to the Insurer that the permanent **total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of your life
- More than one lump sum under this section.

## SECTION C - PERSONAL LIABILITY

### What You Are Covered For:

The Insurer will indemnify you up to the amount as shown in the Schedule of Benefits for the legal liability of the Insured for **accidental** injury to third parties and/or **accidental** damage to their property within the **territorial limits** of their **policy**. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under United Kingdom or Republic of Ireland law, (whichever is applicable to the case in point).

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

- the **excess** for damage to property as shown in the Schedule of Benefits;
- claims arising directly or indirectly from, happening through or in consequence of:
  - employer's liability, contractual liability, or liability to a member of **your family** or **your travelling companion**;
  - animals belonging to, or in the care, custody or control of the **Insured**;
  - wilful, malicious or unlawful acts or the use of firearms;
  - the pursuit of trade, business or profession;
  - ownership or occupation of land or buildings (other than **your temporary trip accommodation**); or
  - the influence of intoxicating liquor or drugs;
- claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft, or any mechanically propelled conveyance;
- claims for legal fees and costs resulting from any criminal proceedings.
- any claim where you have cover under another insurance policy

### SPECIAL NOTE:

**No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Insurer, who shall be entitled, if they so desire, to take over and conduct, in the name of the Insured, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Insurer shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims and the Insured shall, wherever possible, give all such information and assistance as the Insurer may require.**

## SECTION D - LEGAL EXPENSES

### Subject to additional premium being paid

### What You Are Covered For:

The Insurer will reimburse you up to the amount as shown in the Schedule of Benefits, for legal costs incurred by you in pursuit of legal proceedings against third parties (excluding any member of your or your travelling companions family, your travelling companion, business partner or employer) for any compensation owed to you arising directly from death or **serious illness or injury** during the **period of insurance**.

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

- claims arising for any legal expenses incurred without prior authorisation by the Insurer;
- claims arising where the Insurer considers your prospects of success in achieving a reasonable benefit to be insufficient;
- claims arising pursuant to a contingent fee agreement between you and your counsel/lawyer;
- claims arising for travel and accommodation expenses over £1,000, whilst in pursuit of a legal action;
- claims arising from your pursuing legal proceedings as part of and/or on behalf of a group or
- claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, carrier, the Insurer, the Claims Handler, the Assistance Company, the placing broker or the insurance company
- claims occurring under criminal law.
- claims occurring or where the case is brought to court in more than one country.

## SPECIAL CONDITION:

The Insured must comply with the following procedures:

- (a) the Insurer shall have complete control over the appointment of any solicitor(s) acting on your behalf and of any legal proceedings
- (b) the Insured shall apply to the Insurer for a written acknowledgment by the Insurer of the existence of a potentially viable claim.
- (c) if an acknowledgment in (a) is granted, the Insurer shall initially pay up to 5% of the amount shown in the Schedule of Benefits for legal costs incurred by the insured to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant.
- (d) the Insurer shall not be responsible for any legal expenses incurred prior to its issuing the Insured with a written acknowledgment of the existence of a potentially viable claim.
- (e) in the event that the Insured is awarded compensation (by judgment or settlement), the Insurer shall be entitled to recover from the Insured or on behalf of the Insured any sum paid to the Insured under any section of this policy on account of the same incident for which compensation is received.

## SECTION E - MISSED DEPARTURE

### What You Are Covered For:

The Insurer will indemnify you up to the amount shown in the Schedule of Benefits, in respect of reasonable additional costs of travel and accommodation necessarily incurred if you are unable to reach the International point of departure of the booked travel itinerary on the initial outward or final return journey as a consequence of the failure of public transport services or the accident/breakdown of a motor vehicle in which you are travelling.

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

1. the excess as shown in the Schedule of Benefits;
2. claims arising as a result of you not having taken reasonable steps to complete the journey to the departure point on time;
3. claims arising from the failure of public transport services caused by strike, riot or civil commotion for which warning has been given prior to the commencement of departure to the departure point
4. claims arising from the vehicle not having been properly serviced and maintained, in the event of vehicle breakdown.
5. claims arising from an accident/ breakdown of a motor vehicle, where no written evidence of such accident/ breakdown has been supplied.

## SECTION F - PERSONAL POSSESSIONS

### What You Are Covered For:

#### Lost, Stolen or Damaged

The Insurer will reimburse you up to the amount as shown in the Schedule of Benefits, for the value of personal possessions taken or purchased on the trip by you which is accidentally lost, stolen or damaged. The maximum payment for any single item is shown in the Schedule of Benefits. The maximum payment for valuables is shown in the Schedule of Benefits. The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is as stated in the Schedule of Benefits for all such items.

#### Travel Documents

The Insurer will reimburse you up to the maximum as shown in the Schedule of Benefits for the value of travel documents (passport, green cards, travel tickets and accommodation vouchers) held by you which are lost or stolen (and reasonable expenses directly consequential upon any such loss whilst abroad).

#### Baggage Delay

The Insurer will reimburse you for the cost of purchase of necessities, up to the maximum as shown in the Schedule of Benefits should personal possessions be delayed or lost in transit on the outward journey for more than 24 hours. Payment made under this heading will be set against the amount of any claim arising if the personal possessions are permanently lost. You must supply receipts for the items purchased and confirmation from the carrier of the length of delay.

The Insurer will deduct the following amounts in respect of wear and tear:

Age of item	Deduction
Up to 1 year old	10% of purchase price
1 to 2 years old	30% of purchase price
2 to 3 years old	50% of purchase price
3 to 4 years old	70% of purchase price
4 to 5 years old	80% of purchase price

### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

1. the Excess as shown in the Schedule of Benefits;
2. wear, tear and depreciation of the article(s);
3. claims arising from breakage of fragile articles unless caused by fire or accident to a vehicle;
4. claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, motor cycles, marine or diving equipment and craft, surfboards, sailboards or related equipment or fittings of any kind;
5. claims arising from damage caused by leakage of powder or liquid carried within personal possessions or baggage;

6. claims arising for cheques, contact lenses, TV sets, animal skins, antiques, bicycles, binoculars, bonds, coupons, documents of any kind, money, securities, stamps, travellers cheques, mobile phones, computer or telecommunications equipment of any kind, computer games and computer games consoles, iPods, MP3 players, contact or corneal lenses, diving equipment, furs, musical instruments, radios, tape recorders, television sets, video equipment or DVD equipment of any kind.
7. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained;
8. claims arising for loss or damage which is not reported to any appropriate authority within 24 hours of discovery and an official written report obtained. For claims arising against or in connection with common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery and an official written report obtained, will not be covered. In the case of an airline, a Property Irregularity Report will be required;
9. claims arising for breakage of sports equipment whilst in use (unless ski equipment and the appropriate Wintersports cover has been effected);
10. claims arising from delay, detention, seizure or confiscation by customs or other officials;
11. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a Bill of Lading;
12. claims arising for loss or damage of dentures or bridgework, artificial limbs or hearing aids of any kind;
13. claims arising for personal possessions left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including, theft or damage occurring on a beach or in or around a swimming pool;
14. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;
15. claims arising for loss or damage to items carried on a vehicle roof rack;
16. claims arising for loss, theft or damage to valuables which at the time of such loss, theft or damage were located in checked-in luggage or a motor vehicle;

### Personal Money

#### What You Are Covered For:

The Insurer will indemnify you up to the amount as shown in the Schedule of Benefits in respect of loss or theft of money which is the property of you and carried on your person (a reduced limit applies as shown in the Schedule of Benefits for children under 18 unless an adult premium has been paid for that person) or placed in a safety deposit box or similar locked, fixed receptacle. Cover for money is limited to the money limit as shown in the Schedule of Benefits.

#### What You Are Not Covered For:

In addition to the General Exclusions of the policy, the Insurer shall not be responsible for:

1. the excess as shown in the Schedule of Benefits;
2. claims arising for theft which has not been reported to any appropriate police authority within 24 hours of discovery and an official written report obtained;
3. claims for loss which has not been reported to any appropriate authority within 24 hours of discovery and an official written report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official written report obtained).
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising from shortages due to error, omission or depreciation in value;
6. claims arising for loss or theft of personal money which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle at any time;
7. claims arising for personal money left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including loss or theft occurring on a beach or in or around a swimming pool.

## SECTION G - CANCELLATION AND CURTAILMENT CHARGES

### What You Are Covered For:

If your trip is cancelled or curtailed due to any one of the reasons listed below occurring to you, your travelling companion or someone on whom your trip depends or someone you are staying with, during the Period of Insurance, the insurer will indemnify you up to the amount shown in the Schedule of Benefits:

#### Cancellation

for travel and accommodation expenses paid or contracted to be paid by you in respect of your own trip (prior to any occurrence giving rise to a claim under this section) which are not recoverable.

#### Curtailement

for travel expenses to your home and pro-rata amount of the total pre-paid for each complete day of the trip which is foregone and which are not recoverable (excluding pre-paid or contracted costs for transportation to return home and used travel ticket costs).

Reasons for Cancellation and Curtailment:

- (a) Death, serious injury or serious illness, occurring during the period of insurance, to you, your travelling companion, a relative or close business associate of you or your travelling companion, or the person with whom you have arranged to stay whilst on the trip;
- (b) your being called for jury service, witness call or compulsory quarantine;
- (c) your posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;
- (d) your redundancy notified during the period of insurance;
- (e) fire, flood or burglary at your home or place of business occurring or becoming apparent within 5 days prior to the commencement of the journey or holiday or during the course of your holiday;

- (f) **your** presence being required by the police following burglary at **your home** or **your** place of business;
- (g) **your** pregnancy where birth is expected before or within 10 weeks of the booked return date or complications of pregnancy occurring prior to the twenty eight week if there have not been complications in any previous pregnancy; or
- (h) any claim for curtailment where **you** returned to **your country of residence** on or after **your** scheduled return date as confirmed on **your booking invoice**. Pro-rata costs under this section will only be considered for those complete days not spent overseas.

#### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits;
2. claims arising directly or indirectly as a result of a **Pre-existing Medical Condition** to **you**, **your travelling companion**, a **Relative** or **Close Business Associate** of the **Insured** or **your travelling companion**, or the person with whom **you** have arranged to stay whilst on the **trip**, unless declared to and agreed by the **Insurer** in writing, with any required additional premium paid and/or amendments to **policy** conditions;
3. claims arising if **you**:
  - (i) are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
  - (ii) are on a hospital waiting list or awaiting the results of medical investigations; or
  - (iii) have received a terminal prognosis at the date of application;
4. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation or Curtailment;
5. claims for any costs associated with unused timeshare property
6. claims arising where **you** have not received the necessary inoculations or vaccinations or obtain necessary visas.
7. claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to **your** initial International departure or return from or to **your country of residence**.
8. claims arising from where **you** will not and / or cannot travel to an area subject to disease of epidemic or pandemic proportions.

#### SPECIAL CONDITION:

**Curtailment must be authorised by the Assistance company if the cost of your trip home is more than £250, following confirmation from the treating doctor that IT IS MEDICALLY NECESSARY THAT THE INSURED CURTAILS THEIR TRIP.** If you curtail your trip due to an illness/death of a third party, family member or relative then you must also contact the Assistance Company, otherwise your claim may be declined. You must always mitigate your costs.

## SECTION H - ABANDONING YOUR HOLIDAY AND DELAYED DEPARTURE

### DELAYED DEPARTURE

#### What You Are Covered For:

In the event of a delay of **your** outward flight or sea **trip** from the United Kingdom or Republic of Ireland or planned inbound flight, international rail journey or sea **trip** to the United Kingdom or Republic of Ireland, the **Insurer** will compensate **you** as follows:

The amount shown in the Schedule of Benefits for the first full 12 hour period of delay and an additional amount for each full 12 hour period of delay thereafter, up to the maximum amount shown in the Schedule of Benefits, provided you always obtain in writing from the carrier a statement confirming the length and exact nature of the delay.

#### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits for Abandonment;
2. claims arising from delay caused by strike if strike or industrial action was notified at the time the insurance was purchased
3. **your** failure to check in as per **your** original itinerary.
4. any claim payable that can be paid under the section missed departure

**NOTE: Both delayed departure and abandonment are restricted to the following causes:**

- i) **Strike or industrial action**
- ii) **Adverse weather conditions**
- iii) **Mechanical breakdown**

### ABANDONMENT

#### What You Are Covered For:

In the event of a delay of **your** outward flight or sea **trip** from the United Kingdom or Republic of Ireland or planned inbound flight, international rail journey or sea **trip** to the United Kingdom or Republic of Ireland, the **Insurer** will compensate **you** as follows:

If the holiday or journey is necessarily cancelled following a delay of not less than 24 hours beyond the scheduled departure time (and written confirmation obtained from the carrier), the **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits for travel and accommodation expenses paid or contracted to be paid by **you** in respect of his own **trip** (prior to any occurrence giving rise to a claim under this section) and which are not recoverable.

#### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Schedule of Benefits for Abandonment;
2. claims arising from delay caused by strike if strike or industrial action was notified at the time the insurance was purchased.
3. **your** failure to check in as per **your** original itinerary.
4. any claim payable that can be paid under the section missed departure

**NOTE: Both travel delay and abandonment are restricted to the following causes:**

- iv) **Strike or industrial action**
- v) **Adverse weather conditions**
- vi) **Mechanical breakdown**

## SECTION I - HOSPITAL BENEFIT

### What You Are Covered For:

The **Insurer** will pay **you** the amount shown in the Schedule of Benefits for each and every completed period of 24 hours for which **you** are an inpatient in a hospital abroad, as a direct result of an **accidental injury** or **illness** which is covered under Emergency Medical Expenses and Repatriation section.

### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. claims where the **Assistance Company** has not been contacted and a recommended hospital has been appointed.

## SECTION J - PISTE CLOSURE

### Subject to additional premium being paid

#### What You Are Covered For:

The **Insurer** will indemnify **you** in the event that, due to lack of snow fall or adverse weather in the pre-booked **wintersports** resort between the months of December to March and no alternative being available, **you** are not allowed to ski for a period in excess of 24 hours, the **Insurer** will pay the benefit as shown in the Schedule of Benefits for each full 24 hour period in which **you** are unable to ski, up to the maximum as shown in the Schedule of Benefits.

### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. claims arising which are not substantiated by a written report from the resort management.
2. claims arising due to lack of snow fall in a **Wintersports** resort which does not possess skiing facilities above 1,000 metres.

## SECTION K - DELAY DUE TO AVALANCHE

### Subject to additional premium being paid

#### What You Are Covered For:

The **Insurer** will pay **you** up to the amount as shown in the Schedule of Benefits for additional travel and accommodation expenses in the event that **your** return journey is delayed for at least 12 hours beyond the scheduled departure time as a direct result of avalanche.

### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for claims arising which are not substantiated by a written report from the resort management.

## SECTION L - SKI HIRE

### Subject to additional premium being paid

#### What You Are Covered For:

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits for each 24-hour period for the cost of necessary hire of **ski equipment** following:

- (a) loss or breakage of **your ski equipment**; or
- (b) the misdirection or delay in transit of **your ski equipment**.

### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. claims arising for theft which is not reported to the appropriate police authority within 24 hours of discovery and an official written report obtained;
2. claims arising for loss or damage which is not reported to any appropriate authority within 24 hours of discovery and an official written report obtained. For claims arising against or in connection with common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery and an official written report obtained, will not be covered. In the case of an airline, a Property Irregularity Report will be required;
3. claims arising for loss, theft or damage to anything shipped as freight or under a Bill of Lading;
4. claims arising for property left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot or lockable roof rack between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a written police report;
6. claims arising from delay, detention, seizure or confiscation by Customs or other officials.

## SECTION M - BUSINESS EQUIPMENT COVER

### Subject to an additional premium being paid

#### What You Are Covered For:

##### (a) Business equipment

The **Insurer** will pay, up to the amount shown in the Schedule of Benefits, for **accidental** loss, theft or damage to **your business equipment**. Following this **accidental** loss, theft or damage to **your business equipment**, the **Insurer** will also pay for any emergency courier expenses **you** have incurred up to the maximum in obtaining any **business equipment**, which is essential to **your** intended business itinerary, up to the amount shown in the Schedule of Benefits of the **policy** document.

The maximum payment for any **single item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is as stated in the Schedule of Benefits.

## What You Are Not Covered For

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. The **excess** as shown in the Schedule of Benefits
2. Claims for theft of **your business equipment**, if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number.
3. Any claim if the loss, damage or theft to **business equipment** occurs during a **trip** or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official written report or a Property Irregularity Report (PIR).
4. Wear, tear or depreciation.
5. Mobile phones and telecommunication equipment.
6. Loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials.
7. Damage caused by the leakage of powder or liquid carried within **your business equipment**.
8. Any breakage of fragile articles, unless the breakage is caused by fire or an accident involving the vehicle in which **you** are being carried.
9. Damage to, or loss or theft of **your business equipment**, if it has been left:
  - a. Unattended, in a public place.
  - b. In the custody of a person who does not have an official responsibility for the safekeeping of the property.
  - c. In an unattended motor vehicle, unless they have been taken from a locked boot between 8am – 8pm. local time and there is evidence of forced entry, which is confirmed by a written police report.
10. Loss, theft or damage to anything being shipped as freight or under a Bill of Lading.

## SECTION N - DELAYED BUSINESS EQUIPMENT

This applies to platinum cover only, and only after the additional business premium has been paid.

**What you are covered for:**

### Hiring expenses

The **Insurer** will reimburse **you** for the cost of hiring of necessities, up to the maximum as shown in the Schedule of Benefits, should **Business Equipment** be delayed or lost in transition on the outward journey for more than 24 hours. This is limited to a maximum as stated in the Schedule of Benefits.

Payment made under this heading will be set against the amount of any claim arising if the **Business Equipment** is permanently lost. **You** must supply receipts for the items purchased and confirmation from the carrier/courier company of the length of delay.

**What you are not covered for:**

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. claims arising for theft which are not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained;
2. claims arising for loss, theft or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained;
3. claims arising for loss, theft or damage to **Business Equipment** shipped as freight or under a Bill of Lading;
4. claims arising for **Business Equipment** left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the **Business Equipment**;
5. claims arising for loss, theft or damage of **Business Equipment** from an unattended motor vehicle, unless taken from a locked boot between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;
6. claims arising for loss, theft or damage to **Business Equipment** carried on a vehicle roof rack.
7. compensation under both 'hiring expenses' and 'courier expenses'.

## SECTION O - BUSINESS MONEY

This applies to platinum cover only, and only after the additional business premium has been paid.

**What you are covered for:**

The **Insurer** will indemnify **you** up to the amount shown in the Schedule of Benefits in respect of loss, theft or suspected theft of your business money, which is the property of **your** employer or **you**, if **you** are self employed, and carried on **your** person unless placed in a safety deposit box or similar locked, fixed receptacle.

Cover for business money is limited to the limit as shown in the Schedule of Benefits.

**What you are not covered for:**

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the excess as stated in the Schedule of Benefits.
2. claims arising for theft which are not reported to any appropriate police authority within 24 hours of discovery and an official written report obtained
3. claims arising for loss, theft or damage which are not reported to any appropriate authority within 24 hours of discovery and an official written report obtained;
4. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
5. claims arising from shortages due to error omission or depreciation in value;
6. claims arising for loss or theft to cash which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle.

## SECTION P - REPLACEMENT EMPLOYEE

This applies to platinum cover only, and only after the additional business premium has been paid.

**What you are covered for:**

The Underwriter will indemnify you up to the amount as shown in the Schedule of Benefits in respect of the cost of economy class return air fare for reasonable and necessary expenses incurred by you in sending a substitute person to complete a trip following the disablement of you as a result of bodily injury or illness, where such disablement is likely to last for at least seven days.

**What you are not covered for:**

In addition to the General Exclusions of the policy, the Underwriter shall not be responsible for:

1. The first £50 of each claim.
2. The Cost of air travel other than for an economy class scheduled return air fare.
3. Any losses not confirmed by a qualified medical practitioner.
4. Any claim arising from or resulting from, a trip that you take or, any person who your travel depends on, if:
  - a. the claim relates to a medical condition or any illness related to a medical condition which you or they knew, or could have reasonably been expected to have known about before you bought this insurance;
  - b. You are travelling against medical advice;
  - c. You are travelling to receive medical advice or treatment;
  - d. You are on a hospital waiting list waiting for treatment; or
  - e. You have been given a terminal diagnosis.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

The **Insurer** shall not be responsible for claims arising:

1. which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
  - i) **act of terrorism**
  - ii) war, invasion or warlike operations (whether war be declared or not), hostile of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or usurped power or martial law or confiscation by order of any government public authority; or
  - iii) seizure or illegal occupation; or
  - iv) confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage from acts of contraband or illegal transportation or illegal trade; or
  - v) discharge of pollutants or contaminants, which pollutants and contaminants include but are discovery and an official written report obtained not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
  - vi) chemical or biological release or exposure of any kind; or
  - vii) attacks by electronic means including computer hacking or the introduction form of computer virus; or
  - viii) threat or hoax, in the absence of physical damage due to an **act of terrorism**;
  - viii) any action taken in controlling, preventing, suppressing or in any way relating any act of terrorism
2. from loss or destruction of, or damage to any property whatsoever, or any loss expense whatsoever resulting in or arising therefrom, or any consequential loss legal liability of whatsoever nature, directly or indirectly caused by or contributed arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel any nuclear waste from the combustion of nuclear fuel; or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. from **you** engaging in any illegal or criminal act;
4. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
5. directly or indirectly out of **your** financial incapacity, except in the circumstance **redundancy**;
6. which but for the existence of this insurance, would be covered under any other insurance policy(ies), including any amounts recovered by **you** from private health insurance, EHIC Card payments, any reciprocal health agreements, airlines, hotels, **home** contents **Insurers** or any other recovery by **you** which is the basis of a claim;
7. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation.
8. from any **hazardous activity** including but not limited to all **wintersports** (except an appropriate premium has been paid)
9. from suicide or attempted suicide or wilful exposure to danger (except in an attempt save human life), psychological and/or mental disorder, anxiety, stress or depression, venereal infection or the influence of or in connection with the use of alcohol unless as prescribed by a treating doctor;
10. from **you** being in, entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which **you** are travelling as a passenger
11. from **your** wilful exposure to a peril. **you** must exercise reasonable care to prevent illness, injury or loss or damage of his property as if uninsured;
12. directly or indirectly from **you** being engaged in any manual employment after commencement of the **trip**;
13. which have not been proven and the amount thereof substantiated.
14. wilful exposure to areas known to be infected with:
  - a) Severe Acute Respiratory Syndrome (S.A.R.S)
  - b) Avian Influenza, Asian Bird Flu, and / or H5N1
  - c) Or any other Influenza A virus of epidemic or pandemic proportions.

## CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. All material facts must be disclosed to the Insurer at the time of taking out this Insurance. Failure to do so may result in the Insurers non-liability for claims. A material fact is any fact known to you which is likely to influence the Insurers in the acceptance or assessment of the insurance. If you are in any doubt as to whether a fact is 'material' then for your own protection it should be disclosed. All information provided in purchasing this insurance shall form the basis of the contract. The Insured should keep a record (including copies of letters) of all information provided by Insure for Travel for the purpose of entering into this contract.
2. You must tell your agent as soon as possible about any change in risk which affects your policy, including if you, a person you are travelling with, a close business associate or relative receiving confirmation of a medical condition or currently being under medical investigation, change in the sporting or leisure activities you intend to participate in during your trip or additional person(s) to be insured under the policy. The insurer has the right to reassess your policy and premium after you have advised your agent of any relevant information. If you do not advise your agent of all the relevant information, the insurer may quote the wrong terms, reject or reduce your claim, or your policy may become invalid.
3. You must be in the United Kingdom or Ireland at the time of taking out this policy and intend to return to the United Kingdom or Ireland within the trip duration, unless you have arranged a one-way trip.
4. All Certificates, information and evidence required by the Insurer shall be furnished at your expense or your legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. You shall as often as required submit to a medical examination on behalf of the Insurer at the Insurers expense.
5. In the event of your death, the Insurer shall be entitled to have a post-mortem examination at our own expense.
6. Any items which become the subject of a claim for loss or damage shall be retained for Insurer inspection and shall be forwarded to their agents upon request at the expense of you or your legal personal representatives. All such items shall become the property of the Insurer following final settlement of the claim.
7. In the event of any occurrence which may give rise to a claim under this insurance, you shall take all reasonable steps to minimise any loss arising out of such claim.
8. This insurance is non-transferable. Should the trip be cancelled prior to departure for any reason whatsoever other than those set out in the Cancellation section of the policy then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
9. The Insurer and the Insured are entitled to choose the law applicable to the insurance contract. The Insurer chooses English law and, in the absence of any agreement to the contrary, English law shall apply.
10. The Insurer, at its own expense, may take proceedings in your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the Insurer.
11. In the event that the you recover by any means, damages from any third party in respect of personal accident, all benefits paid to you shall be repaid to the Insurer.
12. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this policy, all benefits thereunder shall be forfeited as well as all premiums paid.
13. The insurer will not consider any claim where you:
  - have failed to disclose a material fact to your agent, or
  - have a pre-existing medical condition; or
  - have disclosed a material fact to your agent and have not paid the additional premium that was required by the insurer before your trip departure date.
  - are travelling against medical advice.
14. Whilst participating in any hazardous sport or activity, you must take reasonable care at all times to ensure your own safety and the safety of those around you. Such reasonable care involves following the directions of any instructor and (or) expedition leader and following the normal and reasonable safety procedures suggested or recommended by the recognised controlling body of the sport or activity concerned, or the safety procedures commonly exercised in pursuing the sport or activity in question at all times.
15. Any items which become the subject of a claim for damage, must be retained for the insurer's inspection and shall be forwarded to their Agent's upon request at your or your legal personal representative's expense. All such items shall become the property of the insurer following final settlement of the claim.
16. You must notify the Assistance Company of claims under Section A – Emergency Medical Expenses and Repatriation and Section G – Curtailment. Please refer to SPECIAL CONDITIONS under section A and G for full details. Failure to notify the Assistance Company will result in the non-acceptance of such claims.

## DATA PROTECTION

Brief circumstances compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## COMPENSATION SCHEME

White Horse Insurance Ireland Limited is covered by the Financial Services Compensation Fund in the United Kingdom. you may be entitled to compensation from the fund if White Horse Insurance Ireland Limited cannot meet their obligations. The Financial Services Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent Insurers. The fund will provide an amount up to a maximum of £2,000 plus 90% of the remainder of the claim. you can get more information about compensation fund arrangements from the Financial Services Authority

## COMPLAINTS PROCEDURE

Should you have any queries or complaints regarding this insurance or in the way your claim has been dealt with, in the first instance please write to:

The Claims Manager, White Horse Insurance Ireland Ltd, PO BOX 173, Bradford, BD11 2WS

Please always quote your insurance reference number and claim number. Also, please enclose any copies of the relevant documentation. This procedure is intended to provide you with a prompt and practical service with any complaints, but does not effect your legal rights.

If you are still not satisfied with your decision, please write to:

Financial Services Ombudsman's Bureau

Third Floor, Lincoln House, Lincoln Place, Dublin 2, Republic of Ireland

Telephone : 00353 (1) 6620 899

Fax : 00353 (1) 6620 890

Please note that the Ombudsman will not consider your case until you have followed the internal complaints procedure by writing to our Claims Manager, as outlined above. Please quote your insurance reference number and / or your claim number in all your correspondence to all parties involved with this procedure. This procedure is intended to provide you with a prompt and practical service with any complaint that you may have, and does not affect your legal rights.

## FOR 24 HOUR EMERGENCY MEDICAL ASSISTANCE:

Please telephone AXA Assistance on

Tel: 0044 (0)844 8110929

24 hours a day quoting reference WHIIL/ELECT/10/2008

## FOR ALL OTHER CLAIMS:

Please telephone the White Horse Insurance Ireland Claims Department on Tel: 0871 664 7995 or write to:

White Horse Insurance Ireland Ltd,

PO BOX 173, Bradford, BD11 2WS

When contacting the claims handler, please have the following information to hand:

- Name of your policy and where it was purchased
- Master policy Certificate Number WHIIL/ELECT/10/2008
- Policy number
- Resort and country visited
- Value of the claim
- Brief circumstances
- Travel dates
- Incident date

Condition: Failure to have the above information at hand, may result in your claim being delayed. Claims must be notified within 31 days of the incident date which gave rise to the claim.

## DECLARATION

To be entitled to cover under this insurance You must have:

1. paid the appropriate premium; and
2. read this insurance and enclosed validation slip and signed below to accept the terms of cover.

(Please note that You should keep this declaration with Your validation slip unless We request that You return it to Us).

Your signature (on behalf of all insured people):

Date: