



B Portwood & Co Ltd **Insurance Brokers**

Redwood
Travel
Insurance

Policy Wording

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Travel Insurance

Policy Wording

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Important Features of your Travel Insurance

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

INSURANCE POLICY

This contains full details of the cover provided plus the conditions and exclusions which apply.

You must read this insurance policy carefully.

You must inform us of any material fact which is likely to influence us in the acceptance, assessment or continuation of this insurance. Failure to do so may result in a claim being declined due to non-disclosure.

CONDITIONS, EXCLUSIONS AND WARRANTIES

There are conditions and exclusions, which apply to individual sections and general conditions, exclusions and warranties, which apply to the whole policy.

DATE CHANGE EXCLUSION

Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of your policy (refer to General Exclusions item 18) exclude anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.

FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence.

PROPERTY CLAIMS

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

POLICY LIMITS

Each section of your policy has a limit on the amount we will pay under that section. Some sections also include other specific limits, for example: for any one item or for valuables in total. You are advised to check this policy document if you intend taking expensive items with You. Items such as camcorders, jewellery etc, should be fully insured under your Household policy.

POLICY EXCESSES

Under most sections of the policy, claims will be subject to an excess. This means that You will be responsible for paying the first part of the claim. The amount you have to pay is the excess.

REASONABLE CARE

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

COMPLAINTS

This insurance policy has in it a Complaints Procedure, which tells you what steps You can take if You wish to make a complaint.

"COOLING OFF" PERIOD

We hope you are happy with the cover this policy provides. However, if after reading it, this insurance does not meet with your requirements, please return it to the issuing agent within 14 days of receipt of your policy and they will refund Your premium, provided You have not commenced Your trip or made a claim.

HAZARDOUS SPORTS AND ACTIVITIES

The policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please see the list of hazardous pursuits in the policy under Important Information and Conditions Applying to All Sections.

GOVERNING LAW

Your policy is governed by the law applicable to where You reside within the **United Kingdom** if this is Your usual country of residence.

HEALTH/MEDICAL CONDITIONS

The policy contains conditions related to health of the people travelling and others upon whose well being the **trip** may depend. It may be that You are required to disclose the condition of such people prior to the cover being issued and You must be aware that the failure to disclose such matters will prejudice Your position.

This is to certify that Mapfre Assistance will insure in accordance with the terms and conditions contained herein or endorsed hereon.

GEOGRAPHICAL LIMITS

United Kingdom	England, Scotland, Wales and Northern Ireland
Europe	Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the United Kingdom, the United Kingdom shall be considered as Europe.
Worldwide, excluding USA and Canada	Means anywhere in the world except USA, Canada and the Caribbean
Worldwide, including USA and Canada	Means anywhere in the world

IMPORTANT NOTES

1. This policy is only available to residents of the **UK**.
2. This policy is only valid for **trips** commencing in and returning to the **UK**, or for a one-way trip commencing in the **UK** and lasting no more than 10 days, in which case all cover will cease once through customs at the final destination.
3. There will be no refund of premium if You cancel this policy more than 14 days after purchase i.e. outside the “cooling-off” period mentioned in “Other Important Conditions”.
4. If **Your money, valuables** or any items of personal baggage, are lost or stolen, **you** must notify the local police within 24 hours of discovery and obtain a police report. Failure to do so may invalidate Your claim.
5. Insurance cannot be purchased once You have left the **UK** for more than 5 days.

AGE LIMITS

Single Trip Policies

85 at date of purchase

Annual Multi-Trip policies

74 at date of commencement of cover

MAXIMUM PERIOD OF INSURANCE

Single Trip Policies

One calendar year

Annual Multi-Trip policies

Any number of **trips** in the policy year but with a maximum number of days as defined on the schedule any one **trip**

MAPFRE Asistencia (trading as Mapfre Assistance), Compañía Internacional de Seguros y Reaseguros has registered offices in Spain, which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of MAPFRE Asistencia S.A., through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Dirección General de Seguros y Fondo de Pensiones). Mapfre Asistencia has integral reserves in the European Union.

The present Insurance contract is subscribed with MAPFRE Asistencia, branch in United Kingdom, with registered office at Alpha House, 5th Floor, 24A Lime Street, London, EC3 7HS; and corporate tax number 680/1807623857. MAPFRE Asistencia is duly registered before the Companies House under Branch Number BR008042 and Company Number FC02197. MAPFRE ASISTENCIA is authorized by the Financial Service Authority (FSA) to operate in the United Kingdom

according to the right of freedom of establishment of the European Union and the European Economic Area (EEA) legislation.

This insurance is provided by MAPFRE Asistencia who is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated companies can be visited at www.fsa.gov.uk/register, or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should MAPFRE Asistencia be unable to meet all its liabilities to Policyholders, compensation may be available. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

This Policy Wording sets out in full details of the cover provided and is only valid if attached to a Policy Schedule (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and detailing the premium, **geographical area**, period of cover and persons insured.

The policy covers all persons named on the Policy Schedule for whom the premium has been paid. **You** must be a resident of the **United Kingdom**

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Health and Pre-Existing Medical Conditions

This policy can cater for travellers with pre-existing medical conditions and their travelling companions. For the purposes of this insurance, **you** are considered to have a pre-existing medical condition if **You** answer “Yes” to any part of the following question, which **You** were asked when **You** applied for insurance with **Us**:

Have **You** or anyone in **Your** party

1. been prescribed medication, or received treatment or attended a **medical practitioner’s** surgery in the last 2 years
2. attended a hospital or clinic as an out-patient or in-patient in the last two years
3. been currently put on a waiting list for treatment or investigation
4. been diagnosed by a medical practitioner as suffering from a terminal illness

Please note

1. **You** must be fit to undertake **your** planned **trip**
2. **You** must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
3. **We** will cover **You** for pre-existing medical conditions **you** have declared to **us** and which **we** have accepted in writing. These medical conditions are set out in the “Medical Condition Declaration Schedule”
4. We will not cover you for any pre-existing conditions which do not appear in the “Medical Condition Declaration Schedule”
5. We will not cover you if your state of health was worse than you declared to us at the time you purchased this policy.
6. Please check that the information set out in the “Medical Condition Declaration Schedule” is correct. If it is not, you must call **Redwood Medical Screening** line on **0845 200 1936**. The service is available 9am to 8pm Monday to Friday, Saturday 9am to 4pm and Sunday 10am to 4pm.

Electing to exclude cover for pre-existing medical conditions

You were given a choice to exclude cover for these conditions when **you** applied for insurance. However, **we** do not recommend that **you** do this as **you** are exposing **Yourself** to substantial medical and repatriation expenses if **You** fall ill abroad, Moreover, if **You** cancel or **curtail Your trip** due to a pre-existing condition **Your** claim will not be covered.

If **You** did choose to exclude pre-existing conditions but change **Your** mind before **You** travel, please call **Redwood Medical Screening** and **We** will try **our** best to cover them.

Non-travelling Relatives

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

Change in your State of Health

After taking out this policy **your** state of health may deteriorate or **You** may develop a new medical condition. If this occurs before **you** travel **You** must tell **us** by calling B Portwood & Co Ltd. **We** have the right to increase **Your** premiums or refuse to cover **You** on **Your** trip.

Waiting list

If **You** are on a waiting list for treatment or investigation, **You** are not covered if **You** have to cancel or **curtail Your trip** because an appointment or treatment becomes urgently available.

Reciprocal Health Agreements

Some countries have a reciprocal health care agreement with the UK (e.g the countries in the EU, Switzerland, Australia and New Zealand)

UK residents are entitled to necessary medical treatment on a temporary visit to a European Union country, either free of charge or at a reduced cost by using the European Health Insurance Card (EHIC). The EHIC does not provide the benefits of travel insurance.

You can apply for an EHIC at **your** local post office or by calling 0845 606 2030 or online at www.dh.gov.uk/travellers

If **you** use the EHIC, and this results in a reduction in the medical bills **we** have to pay, **we** will waive the **excess** on **Your** claim.

Please note that this policy covers many costs which are not covered by reciprocal health agreements. For example such agreements do not cover the cost of repatriation, additional accommodation costs or the cost of a relative or friend to stay behind, or travel from the **UK**, to accompany **You home** if **You** are ill. Moreover, the cost of prescriptions or emergency dental treatment are often excluded.

DEFINITIONS

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

We/Us/Our

Mapfre Asistencia Compania Internacional de Seguros y Reaseguros Sociedad Anonima, trading under the name MAPFRE ASSISTANCE, Mapfre House, 5th Floor, Alpha House, 24a Lime Street, London EC3M 7HS, Company number: FC021974. Branch Number BR008042.

You/Your

Each Insured Person named in the Policy Schedule.

Trip

The period between leaving **your home** to commence travel on the **outward journey** and returning to **Your home** in the **UK** (including the period of **your** stay away from **home** between these two events)

Curtail/Curtailment

Return early to **Your home** after the commencement of the **outward Journey**.

Golf Equipment

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

Home

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

Close Relative

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

Close Business Associate

Any person in the same employment as **you** whose absence from work necessitates **you** having to cancel **your trip** as certified by **your** Senior Director or partner.

Family

A single parent or two parents travelling together with their child or children (under 18 years – or under 23 years if in full time education) for whom they are the legal guardians and who all reside together, unless attending a centre of higher education.

Loss of Limb

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

Loss of Sight

The complete and permanent loss of sight in one or both eyes.

Medical Practitioner

A registered practising member of the medical profession who is not related to **You** or to **Your** travelling companion, or any person **You** intend to stay with.

Money

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

Period of Insurance

The **period of insurance** for all sections except cancellation commences when **you** leave **home** in the **UK** to start **Your trip** and ends when **You** have returned to **your home** in the **UK**. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **You** are able to return.

The period of insurance under cancellation

For a single trip policy, cancellation commences when the premium has been paid and ends when **you** depart the **UK** on **Your** Outbound Journey. For an Annual Multi Trip Insurance, cancellation commences on the inception date, if later, and, for each **trip**, ends when **you** depart the **UK** on **Your** Outbound Journey.

If **You** have chosen an Annual Multi Trip Insurance the **outward journey** and Return to **Your home** in the **UK** must be pre-booked prior to the **outward Journey** and take place during the start and end date of the insurance, shown on the Policy Schedule. A **trip** ending after the end date of this insurance may be covered providing a new policy is arranged prior to the **outward journey**, in which case the new insurance will commence on the anniversary of this insurance policy. The total duration of any one **trip** is limited to a maximum set out in the schedule and any **trip** exceeding this duration will not be covered in whole or in part. **Trips** within the British Isles must involve at least 2 nights pre-booked **accommodation** away from **Your** normal place of residence in order to be insured by this policy.

Personal Accident

Accidental bodily injury caused solely and directly by external, violent and visible means.

Personal Possessions

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

Unattended

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

Excess

The first part of a loss **You** will have to pay **Yourself** under the Policy conditions.

Permanent Total Disablement

Disablement which prevents **you** from carrying out ANY occupation for a period of 12 months after an accident sustained during **your trip** and which is, at the end of that period, beyond reasonable hope of improvement.

Hazardous Pursuits

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

Manual Work

Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **you** bodily injury or illness. **(nursing and bar-work are not considered to be manual work)**

Psychiatric Condition

A mental or addictive condition, including, but not limited to alcoholism, drug addiction or eating disorder.

Public Transport

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

Redundancy

Redundancy of a person covered under this policy who is under 65 years of age who has been employed for two continuous years with the same employer at the time of being made redundant.

Ski Equipment

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

Ski Pack

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

UK/United Kingdom

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe 1.

Valuables

Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment including software, musical instruments, furs, or leather clothing, (apart from footwear).

Geographical Area

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

Strike Or Industrial Action

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

Terrorism

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

Outward Journey

The initial journey in conjunction with **Your trip** from **Your home** in the **UK**.

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Hazardous Pursuits

You are not covered for taking part in any **Hazardous Pursuits** unless it is listed below. If **You** are going to take part in any activity which may be considered dangerous or Hazardous that is not detailed below please contact the selling agent who will contact **us** to see if **We** can provide cover. Please note that under Personal Liability **You** will not be covered for

liability caused directly or indirectly by **Your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following sporting activities when participated in for recreational purposes incidental to a **trip** and not in organized competitions or in any professional capacity are not considered to be **Hazardous Pursuits** and are not subject to the special provisions of the endorsement below:

Roller Skating, Basket Ball, Bowls, Snorkelling, Cricket, Croquet, Cycling, Squash, Tennis, Volley Ball, Fishing, Water Polo, Golf, Racket Ball, Rambling, Badminton, Rounders, Football. Cover for the following activities that are considered to be **Hazardous Pursuits** is included for recreational purposes only and not for competitions or any professional activity subject to the following endorsement:

The exclusion of **Hazardous Pursuits** in the General Exclusions is deleted only with respect to cover under Medical and Other Expenses Section and under **Curtailment** Section cover (but not **Cancellation**) for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis provided that **you** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets etc.) are worn at all times and **you** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**. The acceptable **Hazardous Pursuits** list is:

Category A

Your Insurance automatically covers **you** for the following activities:

- Aerobics
- Archery
- Badminton
- Basketball
- Beach games
- Bowls
- Cricket
- Cycling (but not BMX and mountain bikes) * No PL cover
- Fell walking, rambling and trekking
- Fishing
- Ice-skating (rink only)
- Parascending (towed by boat) * No PL cover
- Rafting, canoeing and kayaking (including white water up to grade 3) * No PL cover
- Roller skating
- Scuba diving (to 18 metres)
- Skateboarding
- Snooker, pool and billiards
- Snorkelling
- Squash
- Surfing
- Swimming (in pool or on inland waters or coastal waters within a 12-mile limit from land)
- Table tennis
- Tennis
- Volleyball
- Water-skiing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover
- Windsurfing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover
- Yachting, boating, sailing and rowing (only on inland waters or coastal waters within a 12-mile limit from land) * No PL cover

When **You** have paid the appropriate additional premium. For Scuba or skin diving at any depth the following endorsement applies:

The following activities are examples of what are known as '**Hazardous Pursuits**' and are not covered by this insurance unless an additional premium has been paid and the validation schedule shows the cover has been provided. SCUBA or skin diving to a maximum depth of 30 meters (see category B) will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **You** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **Your** fitness to dive.

Category B

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

- Boxing Training (no contact)
- Bungee Jump * No PA cover
- Camel/Elephant Riding
- Cycle Touring
- Deep Sea Fishing
- Dog Sledging
- Flying a private plane or small aircraft
- Flying as a passenger in a private or small aircraft
- Go Karting (Specific use)
- Gymnastics
- Hiking (between 2,000 and 6,000 metres altitude)
- Hockey
- Horse riding (no Polo, Hunting, Jumping)
- Hot Air Ballooning (non-**UK** organised)
- Hydro Zorbing
- Kayaking
- Martial Arts (Training only)
- Motorcycling (over 50cc - no racing) as a rider or passenger when wearing a helmet provided the rider holds an appropriate **UK** motorcycle licence to ride the motorcycle.
- Mountain Biking
- Quad Biking (no racing)
- Rugby
- Safari (not involving use of firearms)
- Scuba Diving (between 18 and 30 metres)
- Sea Canoeing
- Trekking (between 2,000 and 6,000 metres altitude)
- White Water Canoeing/Rafting (Grade 4)
- Work Abroad (manual, ground level only, no machinery)

Category C

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

- Abseiling
- American Football
- Gliding
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Parascending (over land)
- Sail Boarding
- Sand Boarding
- Sand Yachting
- Skiing
- Skiing (Dry Slope)
- Skiing, Big Foot
- Sledging
- Snow Boarding
- Snow Kiting
- Snow Mobiling
- Snow Shoeing
- Snowboarding (Dry Slope)
- White Water Canoeing (Grade 5 to 6)
- White Water Rafting (Grade 5 to 6)
- Yachting (racing / crewing) - outside Coastal waters

Category D

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

- Animal Riding (other than specified)
- BMX Cycling
- Bob Sleighting
- Canyoning
- Hang Gliding
- Heli skiing
- High Diving
- Horse Jumping (no Polo, Hunting)
- Ice Hockey

- Land Yachting
- Lugin
- Micro Lighting
- Motor Rallies
- Parasailing
- Rock Climbing
- Rock Scrambling
- Scuba Diving (between 30 and 40 metres) if BSAC, PADI, DIWA, SSI or SAA member
- Show Jumping(no Polo, Hunting)
- Skate Boarding
- Sky Diving
- Tobogganing
- Wrestling

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CANCELLATION

We will pay

Up to the amount shown in the schedule of cover & limits for the cost of unused travel and accommodation arrangements which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **you** commence **Your trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

1. the death or disablement by bodily injury, illness or being subject to quarantine of (a) **You**, (b) any person **You** were intending to travel or stay with, (c) a **close relative** of **Yours** or of any person **You** were intending to travel with or (d) a **close business associate** of **Yours**; or
2. **You** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **Your** employment would normally require **You** to attend court); or
3. **Your redundancy** or the **redundancy** of any person **You** were intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **You** were not aware of any impending **redundancy** at the time this policy was issued; or
4. **Your home** being made uninhabitable or **Your** place of business being made unusable, up to 14 days before the commencement of **Your trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting **your** presence following burglary or attempted burglary at **Your home** or place of business; or
5. **Your** passport, or the passport of any person **You** were intending to travel with being stolen during the seven days before **Your** booked date of departure
6. **You**, an immediate relative of **Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. if **You** do not obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
3. Normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7. Any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
5. prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority,
7. any Circumstance that could reasonably be anticipated at the time **You** booked **Your trip**.
8. **Your** disinclination to travel or continue **Your trip** or any loss of enjoyment on **Your trip**.
9. anything mentioned in the General Exclusions.

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CURTAILMENT

We will pay

Up to the amount shown in the schedule of cover & limits for:

1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if **You** have to **curtail Your trip** and return to **Your home** earlier than planned due to:
 - a. the death, severe injury or serious illness of:
 - i. **You** or any person **You** are travelling with;

- ii. **Your close relative** resident in the **UK**
- iii. **Your close business associate** resident in the **UK**
- b. **Your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **Your home** or place of business;
- c. **You** being unable to continue **Your** booked **trip**, due to loss or theft of **Your** passport, or that of any person **You** are travelling with.

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

- 2. reasonable additional travelling expenses incurred by **you** to return to **Your home** (including Economy Class travel)) earlier than planned for a reason stated in cover (1) of this section.
- 3. **You**, an immediate relative of **Yours** or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay for claims arising directly or indirectly from

- 1. the **excess** shown in the schedule of cover & limits per insured person;
- 2. if **You** do not obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
- 3. Normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- 4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7. Any extra charges from the company **you** booked travel or accommodation with because of **your** failure to notify them immediately it was found necessary to cancel;
- 5. prohibitive regulations by the Government of any country;
- 6. where a theft of a passport has not been reported to the relevant authority,
- 7. any Circumstance that could reasonably be anticipated at the time **You** booked **Your trip**.
- 8. **Your** disinclination to travel or continue **Your trip** or any loss of enjoyment on **Your trip**.
- 9. anything mentioned in the General Exclusions.

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MEDICAL & REPatriATION EXPENSES

We will pay

Up to the amount shown in the schedule of cover & limits for costs incurred outside the **UK** that have been authorised by the emergency assistance company

- 1. for emergency medical and surgical treatment. Claims for dental treatment cover the relief of pain only and are limited to the amount shown in the Schedule of Benefits;
- 2. for reasonable and necessary additional accommodation (room only) and travelling expenses, including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **You** are a child and require an escort **home**;
- 3. in the event of death:
- 4. for conveyance of the body or ashes to the **UK** (but excluding the cost of burial or cremation) or;
- 5. local funeral expenses abroad limited to £1,500;
- 6. Loss of Medication - up to a maximum of £300 for the necessary and reasonable cost of replacing essential medication lost or stolen during **Your trip**.

NOTE

All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **You** become ill or are injured **we** have the right to bring **You** back **home**, if the treating doctor and the emergency assistance company doctor agree that **You** can safely travel **home**. If **You** refuse to return **home**, **We** have the right to stop covering **your** expenses.

This section does not apply to **trips** within the **UK**.

Before a claim for emergency expenses can be submitted under this section, **You** must contact the emergency assistance company.

If **You** are taken into hospital or **you** think that **You** may have to come **home** early (be repatriated) or extend **Your** journey because of illness or accident, the emergency assistance company must be told immediately.

If during **Your trip** **You** become ill or are injured:

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. Normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 7.
5. any expenses incurred for illness, injury or treatment required in consequence of:
 - a. surgery or medical treatment which in the opinion of the attending doctor and the emergency assistance company doctor can be reasonably delayed until your return to **Your** home country if this is your usual country of residence;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your home** Country if this is **Your** usual country of residence;
6. preventative treatment which can be delayed until **Your** return to **Your home** country if this is **your** usual country of residence;
7. if **You** have not obtained a written certificate of fitness and ability to travel and endure the **trip** where **You** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **Your trip**;
8. claims that are not confirmed as medically necessary by the attending doctor or the emergency assistance company;
9. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
10. any additional hospital costs arising from single or private room accommodation unless medically necessary;
11. expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
12. costs that arise over 12 months after a claim was first notified;
13. anything mentioned in the General Exclusions.

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HOSPITAL BENEFIT

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

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PERSONAL EFFECTS & BAGGAGE

We will pay

1. **Personal Baggage**
 Up to the amount shown in the schedule of cover & limits for the intrinsic value or cost of repair of any of **Your** own **personal baggage** (not hired, loaned or entrusted to **You**) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for all **valuables** in total limited to the amount shown in the schedule of cover & limits, for any single article, pair and/or set of articles limited to the amount shown in the schedule of cover & limits, for all prescription spectacles limited to the amount shown in the schedule of cover & limits.

NOTE

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

2. Delayed Baggage

Up to the amount shown in the schedule of cover & limits for the cost of buying replacement necessities if **You** own personal baggage is delayed in reaching **You** on **Your outward journey** for at least 12 hours and **You** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE

Any amount **we** pay **you** under 2 (Delayed Baggage) will be deducted from **Your** claim if **Your** personal baggage proves to be permanently lost.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits of each and every incident per each insured person involved in the incident (not applicable to Delayed Baggage claims);
2. if **You** do not exercise reasonable care for the safety and supervision of **your** property;
3. loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access.
4. if **Your** personal baggage is lost, damaged or delayed in transit, and **you** do not:
 - a. notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss
5. loss, destruction, damage or theft:
 - a. from confiscation or detention by customs or other officials or authorities;
 - b. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use (other than **ski equipment** for winter sports **trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
 - c. due to wear and tear, denting or scratching, moth or vermin;
 - d. of **valuables** left as checked-in baggage.
6. mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in
7. **valuables** stolen from an **unattended** vehicle.
8. personal baggage stolen from:
 - a. an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
 - b. an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
9. any shortages due to error, omission or depreciation in value;
10. any property more specifically insured or recoverable under any other source;
11. the cost of replacement locks;
12. anything mentioned in the General Exclusions.

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MONEY AND CASH

We will pay up to the amount shown in the schedule of cover & limits if your own money is lost or stolen whilst being carried on your person or left in a locked safety deposit box (or equivalent facility).

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits of each and every incident per each insured person involved in the incident;
2. if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
3. loss, destruction, damage or theft of any items left **unattended** in a public place, or a place to which members of the general public have access.
4. money stolen from:
 - a. an **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry or,
 - b. an **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
5. any shortages due to error, omission or depreciation in value;
6. anything mentioned in the General Exclusions.

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LOSS OF PASSPORT

We will pay:

up to the amount shown in the schedule of cover & limits, for;

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

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
3. loss or theft unless a) **you** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) **you** have obtained a written Police report
4. loss of or theft from an **unattended** vehicle at any time.

anything mentioned in the General Exclusions

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TRAVEL DELAY

This section does not apply to **trips** within the **UK**

We will pay either

1. the sum insured shown in the Schedule of Benefits if the departure of the public transport on which **You** are booked to travel is delayed by at least 12 hours
2. up to the amount under the cancellation section of this policy shown in the schedule of cover & limits (after deduction of the **excess** shown in the schedule of cover & limits per insured person) if **you** abandon the **trip** (on the **outward journey** only) after the first full 12 hours due to the delay of **your** outward or return flight, sea crossing, coach or train departure to or from the **UK** for more than 12 hours beyond the booked departure time as a result of:
3. **strike or industrial action** (provided that when this policy was taken out, there was no reasonable expectation that the **trip** would be delayed);
 - a. adverse weather conditions;
 - b. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person; (applicable to 2 above, abandonment claims only)
2. if **you** do not check-in for the flight, sea crossing, coach or train departure before the intended departure time;
3. if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay.
4. any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
5. anything mentioned in the General Exclusions.

NOTE

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

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MISSED DEPARTURE

This section does not apply to **trips** within the **UK**

We will pay

Up to the amount shown in the schedule of cover & limits for necessary and reasonable travel and accommodation expenses required to reach **Your** booked destination, if

1. the vehicle **you** are travelling in to reach **Your** international departure point breaks down or is involved in an accident or
2. the **public transport You** are using to reach **your** international departure point is delayed, resulting in **You** arriving too late to commence **Your** booked **trip**

We will not pay for claims arising directly or indirectly from

1. **You** not allowing sufficient time for **Your** journey to the airport or port to catch the booked flight or sailing.
2. **public transport** provider failure unless **You** get a letter from the provider confirming that the service did not run on time;
3. the accident or breakdown of **your** car unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **You** were travelling in;
4. any delay caused by a riot, civil commotion, **strike or industrial action** which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
5. anything mentioned in the General Exclusions.

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PERSONAL ACCIDENT

We will pay

Up to the amount shown in the schedule of cover & limits for the following benefits, to **You** or **your** legal personal representative, if **You** suffer an accident during **Your trip** which, within 12 months after the date of that accident, is the sole cause of **Your** death or disability:

1. Death
2. **Loss of limb**, total and permanent **loss of sight** in one or both eyes
3. **Permanent total disablement**
4. (for persons under 16 or over 75 at the time of the accident the death benefit is a reduced amount shown on the schedule and there will be no cover for **permanent total disablement**)

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

1. **Your** sickness, disease, physical or mental condition that is gradually getting worse;
2. an injury which existed prior to the commencement of the **trip**;
3. pregnancy;
4. any claims under this section not notified to **us** within 12 months of the date of the accident;
5. anything mentioned in the General Exclusions.

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PERSONAL LIABILITY

We will pay

Up to the amount shown in the schedule of cover & limits, for **Your** legal expenses and legal liability for damages due an accident that happened during **your trip** for:

1. accidental bodily injury to a third party who is not a member of **Your** family, household or employed by **You**;
2. loss of or damage to property belonging to a third party which does not belong to and is not in the charge or control of **You**, or any member of **Your** family, household or employee;
3. damage to **Your** temporary holiday accommodation (subject to the **excess** shown in the schedule of cover & limits for property damage) that does not belong to **you**, or any member of **your** family, household or employee.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. Legal expenses or damages resulting from an injury to **Your** employee, or a member of **Your** family or household or damage to the property of **your** employee, or a member of **Your** family or household
3. fines imposed by a Court of Law or other relevant bodies;
4. anything caused directly or indirectly by:

- a. liability which **You** are responsible for, because of an agreement **You** have entered into;
 - b. injury, loss or damage arising from:
 - i. ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii. the occupation (except temporarily for the purpose of the **trip**) or ownership of any land or buildings;
 - iii. the carrying out of any trade or profession;
 - iv. racing of any kind;
 - v. any deliberate act;
 - c. liability covered under any other insurance policy;
5. anything mentioned in the General Exclusions.

IMPORTANT NOTE

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

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LEGAL EXPENSES

We will pay

Up to the amount shown in the schedule of cover & limits, (but not more than £50,000 in total for all insured persons) for **Your** legal costs and expenses incurred to claim for compensation or damages if **You** are injured or **You** die during the period of **your trip**.

We will not pay for claims arising directly or indirectly from

- 1. the **excess** shown in the schedule of cover & limits per insured person;
 - 2. costs or expenses that **we** have not agreed to;
 - 3. any claim not reported to **us** within 180 days after the event giving rise to the claim;
 - 4. any claim against a travel agent, tour operator or carrier or **us** or Alpha Underwriting Ltd
 - 5. actions between members of the same family or household, or actions to enforce a judgement or legally binding decision;
 - 6. any claim where Lexceteras Limited considers that **your** prospects of success in achieving a reasonable benefit are insufficient or where the cost of the action could be more than the settlement;
 - 7. anything mentioned in the General Exclusions.
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END SUPPLIER FAILURE

Definitions which only apply to this Section:

Irrecoverable Loss

Deposits and charges paid by **You** for **Your trip** which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the **Scheduled Airline** or another insurance company or a government agency or a travel agent or credit card company.

Trip

The **outward journey** and return journey on a **Scheduled Airline** booked and paid for by **You**.

Scheduled Airline

An airline upon whom **your trip** depends operating a regular systematic service to a published timetable whose flights are available to paying members of the general public on a seat only basis and which is not part of a package holiday arranged by a tour operator.

Insolvency or Financial Failure

An event causing the cancellation of all or part of **Your trip** happening after **You** purchased this insurance which results in the **Scheduled Airline** no longer carrying on its business or service as a result of financial failure within the meaning of the Insolvency Act 1986 or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

Scheduled Airline Failure

We will pay

1. up to the amount shown in the schedule of cover & limits, for the Irrecoverable Loss of:
2. unused flight ticket charges paid for a Scheduled Airline flight associated with **Your** trip that are not refundable and which were incurred before your departure date if **You** have to cancel your trip or if **You** have already completed the outward journey
3. the extra cost of a one way airfare of a standard no greater than the class of journey on the **outward journey** to allow **You** to complete the **Return Journey** of **Your Trip** as a result of the **Insolvency** or **Financial Failure** of the airline on which **You** are booked to travel causing the flight (or flights) on which **Your Trip** depends that were subject to **Advanced Booking** being discontinued and **You** not being offered from any other source any reasonable alternative flight or refund of charges **You** have already paid

Dynamic Packaging

For the purposes of this cover the definition of **Scheduled Airline** above shall include ferry, coach and train operators upon whom **Your Trip** depends.

We will pay

Up to the amount shown in the schedule of cover & limits, for **Irrecoverable Loss** of unused pre-paid expenses as a result of **Insolvency or Financial Failure** of any company for the following services associated with **Your trip** booked independently by **You** and that have not been supplied as part of a tour operator’s package:

1. short let holiday accommodation including hotels
2. car hire
3. ferry operators
4. coach operators
5. train operators

We will not pay for claims arising directly or indirectly from

1. any expense following **Your** disinclination to travel or to continue with **Your** Trip or loss of enjoyment on **Your** Trip.
2. any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your Trip**.
3. any form of travel delay or other temporary disruption to **Your** Trip.
4. any loss sustained by **You** when the Insurance Policy or other evidence or coverage was effected after the date of the first Threat of **Insolvency or Financial Failure** (as defined herein) of the **Scheduled Airline** or other relevant company was announced.
5. any loss sustained in respect of Charter flight tickets associated with a package holiday and/or other flight tickets not on a **Scheduled Airline** as defined.

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NATURAL CATASTROPHE COVER

This cover is only provided if **You** have paid the premium required. It has been arranged by Alpha Underwriting Limited

Scheme Reference : NCC2011

Alpha Underwriting Limited, has arranged this insurance with Professional Travel Insurance Company Limited. Registered in Companies House (Gibraltar) Ltd, 317 Main Street, PO Box 848, Gibraltar. Reg no. 33927.

Alpha Underwriting Limited are authorised and regulated by the Financial Services Authority (FSA) in the UK (www.fsa.gov.uk). Professional Travel Insurance Company are authorized and regulated by the Financial Services Commission (FSC) in Gibraltar. The FSC holds a register of all regulated firms on its website (visit www.fcs.gi).

Important Contact Numbers

FOR POLICY ENQUIRIES – call the Customer Helpline on:

Telephone Number 0844 854 0566

FOR CLAIMS – Call the Claims Helpline on: 01992 708 708

MAKING A CLAIM

Any incident or loss which gives rise, or may give rise, to a claim under **your** Natural Catastrophe Cover should be advised immediately to the Claims Department.

On contacting the Claims Department, please state **Your** insurance is provided by Alpha Underwriting and **You** are claiming under the Natural Catastrophe Cover section.

You will then be sent a claim form, which **You** should arrange to complete as fully as possible, and return with the necessary supporting documents. If **You** have to make a claim, **You** must notify **Us** as above as soon as practicable after

the incident giving rise to the claim, and in any event no later than 31 days after **Your** return **Home**. **We** reserve the right to decline liability for any claim notified after this date.

We will, subject to the terms of the **Policy**, and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This **Policy** gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the **Schedule** that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

TABLE OF COVER

Natural Catastrophe

	Cover Section	Maximum Sum insured per person	Excess
1	Natural Catastrophe		
	a. Cancellation	Up to £1,500	£50
	b. Additional expenses	Up to £150 per day up to a maximum £1,500	£50
	c. Replacement accommodation	Up to £150 per day up to a maximum £1,500	£50
	d. Travel Delay	£25 per 12 hours up to a maximum of £250	Nil

For the purpose of this section only:

DEFINITIONS

Wherever the following words or phrases appear within this **Policy** they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

Schedule

Means the Schedule is proof of insurance and is part of the **Policy**. This document describes **You** and the insured person(s) who are covered under this **Policy**, the period of insurance and the cover **You** have chosen.

Excess

Means the first amount of the claim for each person, each section and each incident which is payable by **You**. The **Excess** amounts are shown in the Summary of Cover.

Holiday Services

Means pre-booked, pre-paid elements of the trip for car hire, airport parking, and excursion tickets.

Home

Means **Your** usual place of residence in the **United Kingdom**, Channel Islands, Isle of Man.

Maximum Period of Cover

Cover is provided for up to 31 days from when the **Natural Catastrophe** occurs or up to the first available date to get **You** to **Your** destination or **Home** (whichever is sooner).

Natural Catastrophe

Means an event caused by the following forces of nature that has a catastrophic consequence: fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **You** purchased this insurance.

Policy

Your Schedule, this wording and any endorsements.

Public Transport

Means an airline, train, bus, coach, or ferry services, operating to a published timetable or Tour Operator's own transport service, or taxi, to join **your** booked travel itinerary.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland.

Us, We, Our

Professional Travel Insurance Company Limited.

You, Your(s), Insured

Means all person(s), the names of whom are on the **Certificate** at the time of premium payment and are shown on the **Certificate / Schedule**. All persons must be resident and registered with a medical practitioner in the **United Kingdom**, Channel Islands and Isle of Man.

What is covered:

If any part of **Your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a **Natural Catastrophe**, **We** will provide cover up to the amount shown below as follows:

Cancellation costs—up to the amount shown in the Table of Cover for any non-refundable unused travel, accommodation and **Holiday Services** which **You** have paid or are contracted to pay if the **Public Transport** on which **You** are booked to travel is cancelled and **You** are unable to use Your travel, accommodation or **Holiday Services**.

Additional Expenses—up to the amounts shown in the Table of Cover for any reasonable additional accommodation (room only) costs and transport expenses necessarily incurred, by **You** up to the standard of **Your** original booking, in reaching **Your** booked destination at any stage of **Your** trip, including **Your** return **Home**, if

the **Public Transport** on which **You** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **You** to reach **Your** destination; or

the **Public Transport** on which **You** are booked to travel is cancelled and an alternative is not provided to **You** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **You** to continue with **Your** original itinerary.

Replacement Accommodation—up to the amounts shown in the Table of Cover for reimbursement of additional accommodation (room only) costs due to circumstances outside of **Your** control.

Travel Delay—up to the amounts shown in the Table of Cover if the **Public Transport** on which **You** are booked to travel is delayed or cancelled at any international departure point from or to the **UK**, provided **You** have checked in at the airport or, if **You** have checked in online, **You** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **You** incur when delayed at the airport such as food, drink and telephone expenses.

PLEASE NOTE THAT IF YOU RECOVER YOUR COSTS FOR ANY PRE-BOOKED ELEMENTS OF YOUR ORIGINAL ITINERARY, WE WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS THAT YOU INCUR DURING THOSE ORIGINAL TRIP DATES. This condition does not apply to costs that **You** incur after **Your** original trip end date where **You** have to extend **Your** trip for any of the covered reasons identified under sub-sections a) to d) above.

Special note regarding claims arising from volcanic ash clouds:

We will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **You** booking the trip, whichever is later.

What is not covered

The first £50 of each and every claim per incident per person (except claims under sub-section 1d).

Travel tickets paid for using any airline mileage reward scheme or other reward points scheme.

Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward points scheme.

Any circumstance existing or being publicly announced on or before the date **You** purchased this insurance or at the time of booking any trip, whichever is later, or, if **You** are cutting short **Your** trip under sub-sections b(i) and b(ii), before **You** had started **Your** trip.

Any costs incurred by **You** which are recoverable from a tour operator, **Public Transport** operator, accommodation provider, holiday services provider or any other source, or for which **You** receive or are expected to receive compensation or other assistance.

Any accommodation costs, charges and other expenses where the public transport operator has offered reasonable alternative travel arrangements or accommodation.

Any costs for normal day to day living such as food and drink.

Anything covered under the main Travel Insurance Policy being purchased with this cover.

Any travel or accommodation expenses **You** would normally incur.

Any costs if **You** have made **Your** own arrangements as the result of which less than a 24 hour delay has been incurred.

Any costs if **You** do not take the first available means of transport to get to **Your** destination or **Home** or any unreasonable or unnecessary costs to get **You** to **Your** destination or **Home**.

Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, **Public Transport** provider or **Holiday Services** provider.

Any claims 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:

act of terrorism; or

nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or

war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or

seizure or illegal occupation; or

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 arising from acts of contraband or illegal transportation or illegal trade; or

discharge of pollutants or contaminants, (other than from **Natural Catastrophes** as defined under the **Policy** definitions above) which pollutants and contaminants shall include but 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

chemical or biological release or exposure of any kind (other than from **Natural Catastrophes** as defined under the **Policy** definitions above); or

threat or hoax, in the absence of physical damage due to an act of terrorism; or

any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or

prohibitive regulations by the government of any country.

Any claims arising directly or indirectly from **You** travelling against Foreign Office advice.

Special conditions relating to claims

1. It is a condition that all material facts have been disclosed to **Us**. Failure to do so may affect **Your** rights under this insurance. Following a change in material fact disclosed to **Us** by **You** during the period of insurance, **We** reserve the right to amend or cancel **Your** insurance, providing **You** with a pro-rata refund of premium. If **You** are in any doubt as to whether a fact is 'material', then for **Your** own protection it should be disclosed to **Us**.
2. If **You** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **You** find out it is necessary to cancel the trip, the amount **We** will pay will be limited to the cancellation charges that would have otherwise applied.
3. **You** must obtain (at **Your** own expense) written confirmation from the provider of the accommodation (or their **administrators**), the local police or other relevant authority that **You** could not use **Your** pre-booked accommodation and the reason for this.
4. **You** must give notice as soon as possible to **Us** of any circumstances making it necessary for **You** to return **Home** and before any arrangements are made for **Your** repatriation.
5. **You** must obtain (at **Your** own expense) written confirmation from the **Public Transport** operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
6. **You** must comply with the terms of contract of the **Public Transport** operator and seek financial compensation, assistance or a refund of **Your** ticket and any other expenses from them in accordance with such terms and/or (where applicable) **Your** rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of **Your** rights can be downloaded from: http://europa.eu.int/comm/transport/air/ rights/index_en.htm.

In all correspondence please state **Your** insurance is provided by Alpha Underwriting and quote scheme reference **NCC2011**.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact:

WINTER SPORTS

This section of cover is only applicable if the appropriate winter sports premium has been paid.

We will pay

1. SKI EQUIPMENT

Up to the amount shown in the schedule of cover & limits for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your trip**, limited to the amount shown in the schedule of cover & limits for any one item.

Please note:

Claims for owned **ski equipment** will only be calculated as follows:

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

2. SKI HIRE

Up to the amount shown in the Schedule of Benefits per day for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own **ski equipment** during the **period of insurance**.

3. DELAYED SKI EQUIPMENT

Up to the amount shown in the schedule of cover & limits towards the cost of hiring replacement **ski equipment** necessities, if **your** own ski equipment is delayed in reaching **you** on **your outward journey** for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person; (except for Benefits 2 & 3)
2. **You** not exercising reasonable care for the safety and supervision of **Your** own or **Your** hired ski equipment;
3. **You** not obtaining a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired ski equipment;
4. **Your** own or **Your** hired ski equipment which is lost, damaged or delayed in transit, if **You** do not:
 - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - b. follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately;
5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your** own or **Your** hired ski equipment stolen from:
 - a. an **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
 - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am.
7. anything mentioned in the General Exclusions.

SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid.

We will pay

Up to the amount shown in the schedule of cover & limits, in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **Your trip** commenced, where **You** do not **curtail** the **trip**, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the **trip** and where there is confirmation that no refund is available for the unused items.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
3. anything mentioned under the **You are not covered** of Medical & Repatriation Expenses Section;
4. anything mentioned under the General Exclusions.

PISTE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 30th April, if there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing. These dates may be changed by prior agreement if the usual ski-ing season varies substantially from them at the intended resort.

We will pay

1. the amount shown in the Schedule of Benefits per day towards the costs **you** have to pay to travel to another resort, or
2. the amount shown in the Schedule of Benefits for each full day **you** are unable to ski, if **Your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked **period of insurance** of **Your** trip.

We will not pay for claims arising directly or indirectly from

1. claims where **you** have not obtained confirmation of resort closure from the local representative;
 2. claims where not all skiing facilities are totally closed;
 3. claims where the lack of snow conditions are known or are public knowledge at the time of effecting insurance;
- anything mentioned in the General Exclusions.

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GOLF COVER

This section of cover is only applicable if the appropriate golf extension premium has been paid.

We will pay

1. Loss of **golf equipment**
Up to the amount shown in the schedule of cover & limits, for the value of repair of **Your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, if they are lost, stolen or damaged during **Your** trip, for any single article limited to the amount shown in the schedule of cover & limits,
2. Hire of **golf equipment**
For £75 per day, up to the amount shown in the schedule of cover & limits, for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of **Your** own **golf equipment** during the **Period of Insurance**.

We will not pay for claims arising directly or indirectly from

1. the **excess** shown in the schedule of cover & limits per insured person;
2. if **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired **golf equipment**;
3. where **You** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired **golf equipment**;
4. where **your** own or **your** hired **golf equipment** are lost, damaged or delayed in transit if **you** do not;
 - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline) or,
 - b. follow up in writing within seven days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
5. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your** own or **Your** hired **golf equipment** being stolen from:
 - a. an **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry;
 - b. an **unattended** vehicle (other than motorcaravans) left for any period between the hours of 9 pm and 9 am;
7. anything mentioned in the Conditions and General Exclusions.

LOSS OF GREEN FEES

This section of cover is only applicable if the appropriate golf extension premium has been paid.

We will pay

Up to £75 per day, up to the amount shown in the schedule of cover & limits, in total for the unused portion of **Your** Green Fees costs paid for or contract to be paid for before **Your** trip commenced, where **You** do not **curtail** the **trip**, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the **trip** and where there is confirmation that no refund is available for the unused Green Fees.

We will not pay for claims arising directly or indirectly from

1. claims that are not confirmed as medically necessary by the emergency assistance company and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities;

2. anything mentioned under What **You** are not covered for of Medical & Repatriation Expenses Section.
3. anything mentioned under the General Exclusions.

HOLE IN ONE

This section of cover is only applicable if the appropriate golf extension premium has been paid.

We will pay

Up to the amount shown in the schedule of cover & limits, if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organized game on any golf course.

NOTE

This benefit will only be payable once in any game.

We will not pay for claims arising directly or indirectly from

1. where **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
2. anything mentioned under the General Exclusions.

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TRAVEL DISPUTE

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

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

What is Covered

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

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

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

What is not Covered

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

General Exclusions specific to this section

This insurance does not cover:-

- Professional Fees incurred: -
 - in respect of any Insured Incident where the Event commenced prior to the inception of the insurance.

- a. before **Our** written acceptance of a claim.
- b. before **Our** approval or beyond those for which **We** have given **Our** approval.
- c. where **You** fail to give proper instructions in due time to **Us** or to the Authorised Representative.
- d. where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case.
- e. if **You** withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative, withdraw from the Legal Proceedings or the Authorised Representative refuses to continue to act for **You**.
- f. in respect of the amount in excess of **Our** Standard Professional Fees where **You** have elected to use an Authorised Representative of **Your** own choice.
- g. that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits.
- h. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.

The pursuit of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.

Claims which are conducted by **You** in a manner different from the advice or proper instructions of the Authorised Representatives.

Appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires, and **We** consider the appeal to have a reasonable chance of success.

Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this Policy not been effected.

Damages, fines or other penalties **You** are ordered to pay by a Court tribunal or arbitrator.

Claims arising from an Insured Incident arising from **Your** deliberate act, omission or misrepresentation.

Claims arising from:-

- a. Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
- c. War, Terrorism or any like or any associated risk.
- d. Seepage pollution or contamination of any kind.
- e. pressure waves caused by aircraft or other aerial devices.
- f. Any dispute relating to written or verbal remarks which damage **Your** reputation.

Any Professional Fees relating to **Your** alleged dishonesty, criminal act, or violent behaviour.

Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements.

Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.

A dispute which relates to any compensation or amount payable under a contract of insurance.

A dispute with **Us** not dealt with under the Arbitration Condition.

Any dispute relating to patents copyrights trade or service marks registered designs passing off intellectual property trade secrets or confidential information.

An application for judicial review.

Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).

Any claim arising from stress or a stress related condition.

Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.

Fees payable to the Appointed Representative that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.

Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.

Legal Proceedings between an Insured Person and a central or local government authority.

Any matter in respect of which an Insured Person is entitled to Legal Aid.

Any claims made or considered against **Us**, the Agent or Authorised Representatives used to handle any claim.

Any claims relating to cosmetic treatment, surgery or tanning.

Definitions specific to this section

Agent

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

Authorised Representative

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

Claims Specialist

Our own claims panel solicitor or claims handler.

Event

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

Excess

The first £35 of each and every claim.

Holiday

A holiday trip outside the UK or a holiday within the UK which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

Insured Person

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

Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Legal Insurance Management Ltd, UK Underwriting Limited and Ageas Insurance Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register.

Legal Proceedings

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

Limit of Indemnity

£25,000 being the maximum **We** will pay including incidents related by time or cause.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

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

Pre-Booked Accommodation

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

Professional Fees

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

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

Schedule

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

Standard Professional Fees

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

Territorial Limits

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

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

The insurers and/or Legal Insurance Management Ltd, the Coverholder.

Conditions specific to this section

Alteration of Risk

You shall notify **Us** immediately of any alteration in risk which materially affects this insurance.

Observance

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

Claims

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

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

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

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

Your prospects of success are insufficient or

It would be better for **You** to take a different course of action or

We cannot agree to the claim.

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

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

If **We** consider it is unlikely a reasonable settlement will be obtained or

Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

We consider that it is unlikely that **You** will recover the sums due and or awarded to **You**.

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

Representation

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

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

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

Conduct of Claim

You shall at all times co-operate with **Us** and give to **Us** and the Authorised Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative when so requested at **Your** own expense.

We shall have direct access at all times to and shall be entitled to obtain from the Authorised Representative any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the Authorised Representative which may be required for this purpose. **You** or **Your** Authorised Representative shall notify **Us** immediately in writing of any offer or payment into Court made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.

We will not be bound by any promise or undertaking given by **You** to the Authorised Representative or by either of **You** to any Court, witness, expert, agent or other person without **Our** agreement.

Recovery of Costs

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

Fraud

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

Data Protection

The data supplied by **You** will only be used for the purposes of processing **Your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **We** have mentioned hereon.

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify **Us** promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which **We** are holding about **You**. If **You** wish to make such an inspection, **You** should contact Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS.

We may respond to enquiries by the Police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively or to protect **Your** interests **We** may disclose data **You** have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

Reasonable Care

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

Cancellation

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

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

Arbitration

Any dispute between **You** and **Us** will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom **We** both agree, or if **We** cannot agree, one who is nominated by the

Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Helpline

All potential claims **must be** reported initially to the Claims Helpline for advice and support. We will not accept responsibility if the Helpline services fail for reasons beyond **Our** control.

Law

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

Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter **You** should write to:-

The Managing Director
Legal Insurance Management Ltd
18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

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

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:-

Head of Claims
UK Underwriting Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service.

This applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

This does not affect **Your** statutory rights.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

BUSINESS EQUIPMENT

Business Equipment

What is covered

We will pay **You** up to the Sum Insured shown in the Schedule of Benefits for the loss, theft or damage of **Your** business equipment suffered during the **Period of Insurance**.

Business Equipment Hire

What is covered

We will pay **You** £50 per day up to the maximum Sum Insured shown in the Schedule of Benefits for the reasonable cost of hiring replacement business equipment if during the **Period of Insurance** the business equipment held by **You** for business reasons is lost, stolen or damaged.

Business Money

What is covered

We will pay **You** up to the Sum Insured shown in the Schedule of Benefits for the following business items that **You** are responsible for:

- Bank notes
- Coins
- Traveller's Cheques
- Travel Tickets
- Green Card
- Admission Tickets

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

What is not covered

As well as the General Exclusions on page 30 and 31, the following Exclusions apply:

You are not covered for the following:

Any loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven days

Any loss and/or theft not reported to the police within 24 hours of discovery, and a police statement obtained.

Any loss, theft or damage whilst left unattended unless **You** have kept them in locked accommodation, a safe or a safety deposit box.

Equipment or Money left in a vehicle overnight.

Any loss, theft or damage to mobile phones (including Pocket PC's Blackberrys, iPhone, PDA's and the like), loose precious stones, securities, deeds, bonds, stamps or documents of any kind

Loss, theft, or damage of equipment and Money whilst in the custody of the carrier.

The excess as shown on **Your** Schedule of Benefits for each and every claim.

More than the value of the part of a pair or set which is lost, stolen or damaged.

Conditions

As well as the General Conditions on pages 30 and 31, the following Conditions apply:

You must keep any damaged property so that **We** can inspect it. When **We** make a payment for that property, it will then belong to **Us**.

If **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than 3 years old at the time and that evidence of the original purchase is provided. All Exclusions and Conditions from the Personal Baggage section will apply to this section.

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General Conditions applicable to all sections with the exception of Natural Catastrophe and Travel Dispute

1. No payment will be made under the following sections without appropriate medical certification.
 - a. Cancellation
 - b. Curtailment
 - c. Medical and Repatriation Expenses
 - d. Hospital Benefit
 - e. Personal Accident
 - f. Personal Liability
 - g. Legal Expenses
 - h. Winter Sports
 - i. Golf Cover
2. If **We** require any medical certificates, information, evidence and receipts, these must be obtained by **You** at **Your** expense.
3. In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **we** are entitled to a post mortem examination, both at **our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original Policy Schedule must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you our** full liability under the policy after which no further payments will be made in any respect.
10. It is a condition of this insurance that all material facts have been disclosed to **us**, failure to do so may invalidate this insurance leaving **You** with no right to make a claim.
11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
13. Unless specifically agreed to the contrary this insurance shall be subject to English law.

General Exclusions applicable to all sections with the exception of Natural Catastrophe and Travel Dispute

We will not pay anything directly or indirectly caused by:

1. **Your** suicide, deliberately injuring **Yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life);
2. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
3. air travel within 24 hours of scuba diving;
4. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under End Supplier Failure extension for non-packaged holidays.
5. consequential loss of any kind. For example loss of earnings due to being unable to return to work following injury or illness or cost of replacement lock if keys are lost;
6. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
 - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
7. loss or damage arising from:
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
 - b. any act of **terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

- i. this exclusion will not apply to Personal Accident Section or Medical Emergency Expenses Section provided that the Insured Person suffering personal accident injury or illness has not participated in or conspired in such activities,
 - ii. provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of **terrorism** or series of acts of **terrorism** occurring within a 72 hour period is £2,500,000 in the aggregate.
8. any act of **terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:
 - a. An act of **terrorism** means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
 9. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above; **You** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;
 10. **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in **excess** of 125cc and in any event if **you** fail to wear a crash helmet or have not paid the appropriate additional premium;
 11. **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
 12. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid); professional or organised sports, , racing, speed or endurance tests, scuba diving to a depth greater than 9 metres, or 30 metres if the appropriate premium has been paid, scuba diving without a qualified instructor, or dangerous pursuits; **Your manual work** (unless the appropriate additional premium has been paid); taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
 13. Winter sports of any kind (unless the appropriate premium has been paid). Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs; ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
 14. any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
 15. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Personal Accident Section, Medical Emergency Expenses Section);
 16. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
 17. the closure of UK or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any Country
 18. Claims arising from **Your** wilful, malicious or unlawful acts
 19. any claim arising directly or indirectly from a material fact including medical conditions or changes to **Your** health or anyone's good health on which **Your** trip depends that **you** knew about before **Your trip** commenced unless **We** have agreed in writing.

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What to do in the event of a Medical Emergency

MEDICAL EMERGENCIES AND RETURNING EARLY TO THE UNITED KINGDOM

If **you** have an emergency during **your trip** and require medical treatment while outside the **United Kingdom**, or if **Your** journey is cut short (**curtailment**) or **You** have to return early to the **United Kingdom**, or **you** are in any of the circumstances listed in sections 2, 3, 4 and 5 **You** must phone Mapfre Assistance as soon as possible, and quote **your** Policy number.

If **You** have a medical or non-medical emergency, please call + 44 (0) 1454 643387.

These lines are open 24 hours a day.

Mapfre Assistance will provide immediate help if **You** are ill or injured outside the United. They provide a 24-hour emergency service 365 days a year.

When contacting the above **you** will need to quote **Your** Policy Number, the name of **your** agent, **your** name, address, telephone number and confirm that **you** are insured with **Mapfre Assistance**.

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Claims Procedure

When something happens which is likely to give rise to a claim under this policy, **You** must notify ONE Claims in writing as soon reasonably possible after it happens and, in any case, within 28 days from the date of return to the **United Kingdom**. Such notice shall include full details of the event. **You** should contact one of the numbers below:

You should contact ONE Claims Limited

One Claims Limited
1-4 Limes Court
Hoddesdon
Hertfordshire
EN11 8EP

Tel: +44 (0) 1992 454 251
Fax: +44 (0) 1992 450 717

Claims Cooperation

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

Access to additional materials

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

Right to medical records and medical examination

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

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Complaints Procedure

If, for any reason, **You** consider that **we** have not kept **our** promise or **You** have any cause for complaint regarding this insurance please contact:

General Matters

Managing Director
B Portwood & Co Ltd
44 Medomsley Road
Consett
Co Durham
DH8 5HA

If you are not satisfied with the way we have handled **your** complaint or if **Your** complaint is regarding a claim, please contact:

The Customer Care Manager
Mapfre Assistance,
5th Floor,
Alpha House,
24a Lime Street,
London,
EC3M 7HS.

Please always give details of the policy and complaint, together with the claims reference number. **We** will review **your** case and reply to **you** in writing. If **you** are still not satisfied **you** can contact: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

The complaints procedure above does not affect any legal rights **You** may have to take action against **us**.

Please note that the Ombudsman will not normally review **your** case until such time **we** have made **our** final decision. Please give **us** the opportunity to handle **Your** complaint before referring things to the Ombudsman.

Financial Services Compensation Scheme

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

Data Protection Act 1998

We will collect certain information about **You** in the course of considering **Your** application and conducting **Our** relationship with **You**. This information will be processed for the purposes of underwriting **Your** insurance cover, managing any insurance issued, administering claims and fraud prevention. **We** may pass **Your** information to a qualified **Medical Practitioner**, other insurers, reinsurers, other parties who provide services under policy and loss adjusters for these purposes. This may involve the transfer of **Your** information to countries which do not have data protection laws.

You may have the right of access to, and correction of, information that is held about **You**. Please contact **Our** Compliance Officer to exercise either of these rights.

Some of the information may be classified as 'sensitive' – that is information about physical and mental health and employment records. Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain **Your** explicit consent before the information may be processed. By finalising **Your** insurance application, **You** consent to the processing and transfer of information described in this notice. Without this consent **We** would not be able to consider **Your** application

A final note

We hope you enjoy your trip(s). B. Portwood & Co Ltd were established in 1963 and have been trading online since 1998. As a (UK based) insurance broker, it is always our aim to treat our customers fairly and act in your best interests. As a travel insurance specialist, we know what many people require, both in cover and in administration of their policies and have done our best to provide a policy with a wide range of options to meet the requirements of travellers, both young and old. If you feel that different levels of cover or any additional features should be present then please let us know and we'll do our best to offer them.

John Portwood MA ACII