

## YOUR POLICY WORDING

This policy wording including any **endorsement** issued by **us** forms a contract of insurance between the underwriters, Professional Travel Insurance Company Limited or Enterprise Insurance Company PLC in respect of the Legal Expenses section, and those people specified on **your** insurance schedule. This contract is only valid when **you** have a valid insurance schedule and have paid the appropriate premium.

Please read the following and if **you** have any queries please contact Customer Services **tel: 0870 366 7001**

### FOR ALL SECTIONS:

COVER WILL ONLY APPLY IF THE APPROPRIATE PREMIUM HAS BEEN PAID AND COVER IS SPECIFIED ON **YOUR POLICY SCHEDULE**

1. Read the terms and conditions stated in **your** policy documents. Contact Customer Services if the cover provided is inadequate for **your** needs.
2. **You** may have a right to cancel the cover up to 14 days from the date **you** receive **your** policy documentation. If **you** have such a Cancellation Right **we** will confirm this to **you** on **your** policy schedule. **You** must contact **us** to activate this right.
3. **You** have an obligation to notify **us** immediately of any changes in **your** circumstances (medical or otherwise) which may pose an increased risk to **us**.
4. If **you** wish to apply to have **your** policy extended to cover any **medical conditions**, contact **us**.
5. Ensure the limits (including single item limits) of the policy are sufficient to cover the items **you** intend to take with **you** including **cash** and **valuables**.
6. If **you** intend to participate in Sports or Activities, ensure this is detailed on **your** schedule.
7. **You** will not be covered if **you** drive or ride on a motorcycle over 125cc whilst **you** are away.
8. Ensure all passports and visas are valid prior to paying **your** final balance.
9. **You** will not be covered if **you** choose to travel to a specific area against the advice issued by the Foreign and Commonwealth Office. [www.fco.gov.uk](http://www.fco.gov.uk) tel +44 (0) 207 008 0232/0233.
10. Obtain all appropriate vaccinations and travel advice from **your** local GP or travel clinic. Online travel health advice: [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk).
11. If **you** are travelling to a country in the European Union, obtain the Health Advice for Travellers booklet from the Post Office. **You** should arrange to have an EHIC (European Health Insurance Card) issued and carry this with **you** when **you** travel. **You** can apply for an EHIC online at [www.ehic.org](http://www.ehic.org), by telephone on 0845 6062030, or **you** can collect a form from the Post Office.
12. Take **your** insurance schedule, policy wording and any **endorsement** issued by **us** with **you** when **you** travel.
13. Allow sufficient time for **your** journey from **home** to **your** departure point in order to meet the specified check-in time.

## CLAIMS PROCEDURE

### Medical

The **assistance service** will confirm whether **your** treatment or expenses are covered under the terms of **your** policy and can liaise directly with hospitals regarding **your** medical requirements and payment of bills. Should **you** require specialist travel arrangements, the **assistance service** can make appropriate arrangements, based on medical necessity.

In some cases it may be easier to pay minor expenses yourself. If **you** are in any doubt as to whether these costs will be covered, contact the **assistance service** for prior authorisation. Keep all receipts and medical reports and submit a claim when **you** return **home**.

### Curtailed

Call the **assistance service** if **you** need to return early for an insured reason.

### Legal Expenses

If, on **your** return **home**, **you** will be claiming for legal support in the event of a death or personal injury, it may be advantageous to seek legal advice whilst still travelling. Please call the Legal Helpline.

### All Other Claims:

- Check the relevant policy section to see if **you** are covered.
- Check what documentation is required to make a claim.
- Contact the Claims Service to request a claim form.
- Submit **your** claim within 28 days of returning **home**. (In certain cases **you** may wish to claim whilst still travelling – this is possible but **you** must still adhere to the usual claims requirements).
- Keep copies of **your** completed claim form and all supporting documentation (originals must be submitted to the Claims Service).
- Keep any damaged items that are the subject of a claim. They may be required for salvage/assessment.

### How the Claims Service deal with your claim

- They will aim to assess **your** claim within 5 working days of receiving **your** completed claim form.
- They may require **you** to provide further information, in which case **your** response will be assessed within 5 working days.
- They may appoint a loss adjuster to discuss **your** claim in person.
- They will settle all valid claims by sterling cheque or BACS payment.

## 24 HOUR EMERGENCY MEDICAL ASSISTANCE SERVICE:

**tel: +44 (0) 208 865 1649**

### CLAIMS:

**tel: +44 (0) 208 865 1674**

## CLAIMS CONDITIONS

1. **You** must exercise reasonable care to prevent illness, accidental injury, loss or damage and

exercise all reasonable care for the safety and supervision of **your** property, as if uninsured.

2. Original receipts and/or proof of ownership and value must be supplied in the event of a claim.
3. **You** must take all reasonable steps to recover any lost or stolen article.
4. If **we** require any medical certificates, information, evidence or receipts, these must be obtained by **you**, at **your** expense.
5. If any claim is found to be fraudulent, in amount or in any other respect, this will invalidate **your** insurance and all claims will be forfeited.
6. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy(ies). This includes any amounts recovered by **you** from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, home contents insurers or any other recovery by **you** which is the basis of a claim. If, at the time of making a claim, **we** decide to settle our liability under **your** policy and there is another policy covering the same risk, **we** will be entitled to contact that insurer for a contribution under **our** rights of subrogation.
7. **We** may, at any time, pay **our** full liability under the policy in final settlement.
8. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party, insurance company, reciprocal health agreement, airline or hotel. Any monies so recovered or secured shall belong to **us**.
9. In the event of a claim, if **we** require a medical examination **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination. The medical examination and post mortem would be at **our** expense.
10. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
11. **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.

## DEFINITIONS APPLICABLE TO THE WHOLE POLICY

Wherever the following words appear in this policy they will always have these meanings:

**We/Us/Our:** Professional Travel Insurance Company Limited and their appointed representatives. In respect of the Legal Expenses section this means Enterprise Insurance Company PLC.

**You/Your:** Each insured person as shown on **your** insurance schedule.

**Accident:** A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, results directly, immediately and solely in physical bodily injury which results in a loss. In no event shall the contracting of any disease and/or illness, nor the injection or ingestion of any substance, be considered an **accident**. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an **accident**.

**Additional Sports Equipment:** Items taken on a trip, which are used exclusively for a sport or activity covered by **your** policy. The items must be declared to **us**, shown on **your** insurance schedule and additional premium paid if required.

**Assistance Service:** The 24 Hour Emergency Medical Assistance Service named in this wording and on the insurance schedule.

**Biological Weapons:** The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

**Business Equipment:** Any equipment you use for **your** business, trade or profession, as declared to **us** and used for the sole purpose of **your** business trip,

provided this does not involve manual work of any kind.

**Cash:** Any legal currency.

**Chemical Weapons:** The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

**Close Business Associate:** Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

**Complications in Pregnancy:** Assisted pregnancy, multiple birth, more than one previous miscarriage, ectopic pregnancy, pre-eclampsia, abnormal foetal development, uterine or placental abnormality, pregnancy related surgical procedure, termination for medical reasons, birth prior to 36<sup>th</sup> week of pregnancy or any pregnancy induced condition (e.g. diabetes or hypertension).

**Country of Residence:** The United Kingdom or as stated on **your** insurance schedule.

**Curtail/Curtailment:** Return **home** early to **your** country of residence.

**Documents:** Travel tickets, passports and driving licence held by **you** for social, domestic and/or pleasure purposes.

**Endorsement:** Any special terms and conditions added to **your** policy.

**Excess:** An amount deducted per insured person, per policy section, for each incident that results in a claim.

**Family:** Any person that is related to **you** by blood or marriage.

**Golf Equipment:** Golf clubs, golf bags, golf trolley, waterproof clothing, golf umbrellas and golf shoes, which are used exclusively for playing or practising golf.

**Home:** **Your** residential address in **your** country of residence.

**Immediate Relative:** Mother, father, sister, brother, wife, husband, fiancé(e), common-law partner, civil law partner, co-habiting partner (same or different sex), daughter, son, 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.

**Legal Costs and Expenses:** The professional fees and expenses reasonably, properly and proportionately chargeable by the **legal representative** and recoverable under the Civil Procedure Rules; and **your opponent's legal costs** if **you** are ordered by the Court to pay these or any other costs which **we** agree to pay.

**Legal Representative(s):** The lawyer, or other suitably qualified person, who has been appointed by **us** under this policy to represent **you** in the legal proceedings.

**Medical Condition:** Any medical condition, which has been suffered or under investigation or review (routine or otherwise), or for which medication, advice or treatment has been received within the past 12 months (prior to the date **your** policy is issued or the date the trip is booked – whichever is later). This includes longstanding conditions, surgery (including any elective procedures), as well as injuries that may be exacerbated by the activity/trip **you** propose to undertake and pregnancy where there have been **complications in pregnancy** with this or a previous pregnancy.

**Medical Practitioner:** A registered practising member of the medical profession who is not related to **you** or to any person with whom **you** are travelling or intending to stay.

**Nuclear Weapons:** The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

**Opponent:** The individual(s) or other organisation(s) against whom **you** are bringing the legal proceedings.

**Outward Journey:** The departure flight / sea crossing / coach / train departure from **your** country of residence to **your** final destination, where no overnight stay has taken place, but which may include several connections until reaching **your** destination before the first night's stay at **your** accommodation.

**Period of Insurance:** The period of insurance is specified on **your** insurance schedule. If **your** return is unavoidably delayed for an insured reason, cover will be extended for the period of the delay. If the period of travel exceeds, or was intended to exceed, the trip limit specified on **your** insurance schedule, then no cover will apply in respect of the entire period of travel (including the insured period under the policy).

a) **Single Trip policies:** Section 1, Cancellation cover, is effective from the time and date of issue of the insurance schedule and terminates on commencement of the planned trip. For all other sections, cover commences when **you** leave **your** home or business

(whichever is the later) to commence the trip and terminates on whichever occurs first of the following:

1. the expiry of the period of cover;
2. **your** return **home** as planned, at the end of the trip;
3. **your** first return **home** prior to the planned return at the end of the trip (except in the case of Backpacker policies, where if **you** return to **your** country of residence within the planned trip dates, cover will be suspended from the time **you** arrive in **your** country of residence and will only resume once **you** leave immigration control in the country of **your** next ticketed destination).

b) **Annual Multi-trip policies:** Section 1, Cancellation cover for each trip is effective from either the start date on the insurance schedule or the time and date at which each trip is booked (whichever is the later), and terminates on whichever occurs first of the following:

1. the commencement of each trip, or
2. the expiry of the period of cover.

For all other sections, cover commences when **you** leave **your** home or business (whichever is the later) to commence each trip and terminates on whichever occurs first of the following:

1. the expiry of the period of cover;
2. **your** return **home** as planned, at the end of each trip;
3. **your** first return to **your** country of residence prior to the planned return at the end of each trip;
4. **your** period of travel exceeding the trip limit specified in **your** insurance schedule.

For UK trips: **you** must have **pre-booked**

**accommodation** for 2 nights or more.

c) **One-way trips only:** the period of insurance will cease upon whichever occurs first of the following:

1. the expiry of the period of cover, or
2. when **you** first leave immigration control in the country of **your** final ticketed and declared destination.

**Personal Baggage:** **Your** suitcases (or similar luggage carriers) and contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip. (Not including any specialised items, medical or otherwise).

**Pre-booked Accommodation:** A hotel, hostel, bed and breakfast, rented holiday home, camping or caravan site, for which an invoice, bill, receipt or voucher can be produced.

**Public Transport:** The following regular scheduled forms of transport: train, coach, taxi, bus, aircraft and sea vessel, on which **you** are a fare paying passenger.

**Return Journey:** The return flight / sea crossing / coach / train departure from **your** final accommodation to commence the return journey to **your** country of residence, where no further overnight stays will take place, but which may include several connections until reaching the arrival point in **your** country of residence.

**Terrorism:** Any act of any person(s) acting on behalf of or in connection with any organisation whose activities are directed towards the overthrowing, influencing or disruption of any government and/or to put the public, or any section of the public, in fear de jure or de facto by use of force or violence and/or the threat of such use.

**Travelling Companion:** The person with whom **you** have booked to travel on the planned trip. In the case of a tour, **travelling companion** shall mean the person(s) shown on **your** booking form.

**Valuables:** Jewellery, watches, cameras, photographic apparatus, binoculars, video equipment and any audio or audiovisual equipment including (but not limited to): tape recorders, cassettes and players, radios, compact discs and players, minidisks and players, portable media players, video games and TV sets.

**Winter Sports:** On and off-piste skiing, blading and snowboarding, tobogganing and outdoor ice skating.

**Winter Sports Equipment:** Skis, bindings, ski boots, ski poles, snowboards and specialised clothing.

## GENERAL CONDITIONS

- A. **INDEPENDENT TRAVEL**  
Each person named on the insurance schedule is insured separately.
- B. **TERRITORIAL DEFINITIONS**  
**You** are covered for travel within the geographical region defined on **your** insurance schedule.
- C. **POLICY EXCESS**  
The policy **excess** will be deducted in the event of a claim under certain sections of the policy. The

**excess** will be charged per insured person, per policy section, for each incident that results in a claim.

## D. SPORTS AND ACTIVITIES

**You** are covered to participate in the following sports and activities (provided **you** are not participating on a professional basis):

angling, archery\*, athletics\*(not including marathon running), badminton, banana boating, baseball\*, basketball, billiards, body boarding, bowling, boxing training (no contact), camel riding\*, canoeing, catamaran sailing\*\*, clay pigeon shooting, climbing (climbing wall), cricket\*, croquet, curling, cycling (non-touring)\*, dancing, darts, dinghy racing, dinghy sailing, elephant ride, fell walking, flag american football, football, golf, gymnastics, helicopter ride (passenger), hiking, horse/reindeer drawn sleigh, horse riding, horse/mule trekking, hot air ballooning (passenger), ice cricket\*, jet skiing\*, kite surfing (on a lake)\*, light aircraft rides (passenger) martial arts training, motorcycling under 125cc\* (as a means of transport only), netball, orienteering, paint balling\*, pony trekking, pool, rambling, rifle range\*, ringos, rounders, rugby league\*, rugby union\*, sailing\*\* (in-shore & off-shore), scuba diving (max. 30m), sledging, snooker, snorkelling, snow-shoeing, soccer, softball, squash\*, surfing\*, swimming, swimming with dolphins, table tennis, tennis, ten-pin bowling\*, tobogganing (winter), touch football, trampolining, trekking, tubing, tug-o-war, volleyball, wake boarding, walking, walking up Sydney Harbour Bridge, water polo, waterskiing, wheelchair basketball, windsurfing (on a lake)\*.

\* no Personal Liability cover

\*\* Sailing is only covered within European waters, up to a maximum of 14 days and must include a professional or qualified skipper for the size of the boat in question. Maximum boat length is 55 feet. There is no cover for Offshore Rescue (Offshore means beyond 15km from the shoreline) or Personal Liability.

**You** are NOT covered for any other Sports and Activities, unless declared to and agreed by **us** on **your** insurance schedule and an additional premium paid if required.

## E. WORKING OVERSEAS

**You** are not covered for manual work overseas unless specified on **your** insurance schedule. In any event, no cover is provided for Section 11, Personal Liability whilst working overseas.

## F. DISCLOSURE OF MATERIAL FACTS

It is a condition of this insurance that all material facts have been disclosed to **us**. Failure to do so may invalidate this insurance. A material fact is any fact, medical or otherwise, which poses an increase in risk to **us** and is likely to influence **us** in the assessment, acceptance or continuance of **your** insurance.

## G. APPLICABLE LAW

Both **we** and **you** are entitled to choose the law applicable to the insurance policy. **We** propose English Law and in the absence of any agreement to the contrary, English Law will apply.

## H. RENEWAL OF ANNUAL POLICIES

Renewal of the insurance policy shall be at **our** sole option and discretion.

## MEDICAL CONDITIONS

**We** will not pay for any claim arising directly or indirectly as a result of a **medical condition** (see Definitions Applicable to the Whole Policy) suffered by **you**, unless declared to **us**, agreed by **us** on **your** insurance schedule and additional premium paid if required.

**You** must notify **us** immediately **you** become aware of any change regarding **your** health. **We** will not pay additional costs incurred following any change in **medical condition**, unless this has been declared to and accepted by **us** in writing. (This means that if **you** make further payments e.g. book another trip or pay the

final balance of a trip previously booked, or if there is an increase in the cancellation charges due to **you** not contacting **us** immediately, **we** are not liable for these additional costs).

**We** will notify **you** in writing of any amendments to **your** policy conditions and advise **you** of any additional premium that may be required. In certain cases **we** may be unable to offer cover.

**We** reserve the right not to extend this insurance.

**We** cannot extend cover for claims relating to **your travelling companion**, an **immediate relative** or **close business associate** or a person with whom **you** have arranged to stay. Please refer to Section 1, Cancellation and Section 2, Curtailment for full terms and conditions.

## EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

**You** are not covered for anything caused as a consequence of the following unless an **endorsement** has been issued by **us**:

1. any **medical condition** of **you** or anyone upon whom the trip depends;
2. any claim which arises directly or indirectly from not being allowed to board a flight, train, sea vessel, coach or bus, for any reason whatsoever;
3. any claim which arises directly or indirectly from depression, stress, anxiety or mental disorder;
4. suicide, attempted suicide, self inflicted injury, being under the influence of alcohol or drugs (unless the drugs have been prescribed by a **medical practitioner**), alcohol or drug abuse, alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
5. sexually transmitted diseases;
6. HIV or a related illness and/or any mutant derivative thereof, however caused;
7. the crewing of a vessel (except for recreational use as described under General Conditions D, for sailing and catamaran sailing) or taking part in expeditions;
8. manual work of any kind;
9. travelling on motorcycles over 125cc and in any event if **you** fail to wear a crash helmet;
10. organised sports (except those listed under General Conditions D), or professional sports;
11. sports and activities not described in General Conditions D or declared to and agreed by **us** and an additional premium paid if required and shown on **your** insurance schedule;
12. **winter sports** (unless the appropriate premium has been paid and is shown on **your** insurance schedule, which covers **you** under a separate section of the policy), racing, speed or endurance tests or dangerous pursuits;
13. bankruptcy/liquidation of a tour operator, travel agent or transport company;
14. any losses that are not directly associated with the incident that caused **you** to claim. For example, loss of earnings due to being unable to return to work following injury or illness occurring whilst on a trip, or the cost of replacing locks if keys are lost whilst on a trip;
15. any costs incurred on behalf of other party members who are not specified on the insurance schedule;
16. any costs recoverable from another source;
17. any payment which **you** would normally have made during **your** travels, if no claim had arisen;
18. travelling to a specific area against the advice issued by the Foreign and Commonwealth Office;
19. failure to comply with laws applicable to the country in which **you** are travelling;
20. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);

21.
  - a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
22. any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), any acts of **terrorism**\*, civil war, rebellion, revolution, insurrection, blockade, military or usurped power;
23. any criminal or illegal act committed by **you** or **your travelling companion**;
24. any expenses for which **you** cannot provide original receipts or bills or any loss which has not been proven;
25. any claim covered by an employer's insurance for the benefit of an employee.

\* **Terrorism** is covered under Section 3: Personal Accident, Section 4: Emergency Medical Expenses/Repatriation and Section 5: Additional Hospital Benefit, but not as the sole result of **nuclear, chemical or biological weapons** of mass destruction however these may be distributed or combined.

### FOR ALL SECTIONS:

COVER WILL ONLY APPLY IF THE APPROPRIATE PREMIUM HAS BEEN PAID AND COVER IS SPECIFIED ON **YOUR** POLICY SCHEDULE

## SECTION 1 CANCELLATION

### Covered

**You** are covered up to the amount specified on **your** policy schedule for travel and **pre-booked accommodation** cancellation costs relating only to those people specified on the insurance schedule. (If travel arrangements were paid for by Air Miles or by any other form of redeemable vouchers, reimbursement will be the reinstatement of the Air Miles or redeemable vouchers to their original account. If reinstatement is not possible, **we** will reimburse the lowest advertised fare by the airline for the flight in question). Cancellation must be necessary and unavoidable and not as a result of disinclination to undertake **your** planned trip. Cover is only provided due to a cause listed below occurring during the period of insurance:

1. accidental injury, serious illness, death or being subject to quarantine of **you**, any person with whom **you** are intending to travel or stay, an **immediate relative** of **yours** or of any person with whom **you** intend to travel or a **close business associate** of **yours**;
2. **you** or **your travelling companion** discovering that **you/they** are pregnant after the date of issue of this policy or the date the trip was booked (whichever was later), if the booked return date is within 12 weeks (16 weeks for a multiple birth) of the expected date of delivery, or **complications in pregnancy**, provided there have been no **complications in pregnancy** with this or any previous pregnancy;
3. **you** being called for jury service, attending court as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court);
4. **you** or any person with whom **you** have arranged to travel being made redundant where **you/they** have been employed for two continuous years with the same employer at the time of being made redundant and are under the normal retirement age for someone holding that position;
5. **your home** or place of business being made uninhabitable, within 14 days prior to the date of travel, or the police asking to see **you** after a theft from **your home** which occurred within 14 days of travel;

6. prevention of travel by British Government restriction;
7. a government directive prohibiting all travel to the country or area **you** were planning to visit, as a result of a natural disaster (e.g. earthquake, fire, flood, hurricane) or epidemic;
8. abandonment of **your** trip as a result of more than 24 hours travel delay on **your** outward flight, sea crossing, coach or train departure from **your country of residence** (see Section 9, Travel Delay and Abandonment).

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. medically related claims where a certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is necessary on medical grounds;
3. any claim arising directly or indirectly as a result of a **medical condition** (see Definitions Applicable to the Whole Policy) suffered by **you**, unless declared to **us**, agreed by **us** on **your** insurance schedule and additional premium paid if required;
4. medically related claims as a result of **your travelling companion**, an **immediate relative** or **close business associate** of **you** or the person with whom **you** have arranged to stay on the trip, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this policy was issued or the date the trip was booked (whichever is later);
5. **complications in pregnancy** if there have been **complications in pregnancy** with this or any previous pregnancy;
6. any claim:
  - a. where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
  - b. where at the departure date, **you** or **your travelling companion** are travelling against the advice of a **medical practitioner** or travelling for the purpose of obtaining medical treatment;
7. additional cancellation costs incurred as a result of not immediately telling the travel agent, tour operator or provider of transport or accommodation that **you** need to cancel the trip. **We** will only pay the cancellation charges that would have applied at the time **you** knew it was necessary to cancel **your** trip, if a valid claim exists;
8. any costs incurred on behalf of other party members who are not specified on the insurance schedule;
9. any costs recoverable from another source (e.g. air passenger duty);
10. any claim arising where **you** have not been able to receive the necessary inoculations or vaccinations or obtain necessary visas for any reason whatsoever;
11. any claim arising from any circumstances known about at the date of booking the trip or the date the policy was issued, which could reasonably have been expected to give rise to the cancellation of the trip;
12. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 2 CURTAILMENT

### Covered

**You** are covered up to the amount specified on **your** policy schedule for:

1. the value of the portion of **your** travel and **pre-booked accommodation** expenses, calculated from the date of **your** return to **your home**, which have not been used and which were paid for before **your** departure from **your country of residence**.
2. reasonable additional travelling expenses (on the same basis as **your** original booking) authorised by **us** and incurred by **you** for returning to **your home** earlier than planned due to a cause listed below:
  - a. accidental injury to or serious illness or death of **you**, any person with whom **you** intend to travel, an **immediate relative of yours** or of the person with whom **you** intend to travel or a **close business associate**;
  - b. **complications in pregnancy** of **you** or **your travelling companion**, provided there have been no **complications in pregnancy** with this or any previous pregnancy;
  - c. **your home** or place of business being made uninhabitable or the police asking to see **you** after a theft from **your home**.
7. any claim:
  - a. where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
  - b. where at the departure date, **you** or **your travelling companion** are travelling against the advice of a **medical practitioner** or travelling for the purpose of obtaining medical treatment;
8. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 3 PERSONAL ACCIDENT

### Covered

This section includes cover for claims resulting from **terrorism**.

**You** are covered up to the amount specified on **your** policy schedule for benefits, which will be paid to **you** or **your** legal representative, if **you** sustain bodily injury caused by an **accident** and at the end of 12 months of the occurrence of that **accident**, it is the sole cause of:

1. **your** death;
2. the physical loss of or permanent and total loss of use of one or more limbs at or above the wrist or ankle;
3. the complete and irrecoverable loss of sight in one or both eyes;
4. permanent total disablement which prevents **you** from attending to any business or occupation in any capacity for a period of 12 months and which, in the opinion of **our** medical and/or vocational advisors, will not improve;

### Conditions

1. Points 2, 3 and 4 above may be subject to the Continental Scale of Benefits (available on request).
2. If **you** are aged under 16 or over 70 at the time of the **accident**, the death benefit will be limited to funeral and other reasonable costs up to £3,000 and the permanent total disablement benefit will not apply.
3. No benefits shall be paid for more than one loss suffered.
4. **You** must agree to examination by **our** medical and/or vocational advisors.

### Not Covered

1. any claims caused as a consequence of:
  - a. disease or any physical defect or illness;
  - b. an injury which existed prior to the beginning of the trip/purchase of the policy;
2. **terrorism**, only as the sole result of **nuclear, chemical** or **biological weapons** of mass destruction however these may be distributed or combined;
3. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 4 EMERGENCY MEDICAL EXPENSES / REPATRIATION

### Covered

This section includes cover for claims resulting from **terrorism**.

**You** are covered up to the amount specified on **your** policy schedule for costs incurred outside **your country of residence**, for points 1 to 6 below.

If travelling within **your country of residence**, **you** are covered up to the amount specified on **your** policy schedule, for points 3, 4 and 5 below only.

1. reasonable emergency medical treatment (including necessary physiotherapy but only when authorised by the **assistance service**);
2. emergency dental treatment (for pain relief only), limited to the amount specified on **your** policy schedule;
3. necessary additional travelling expenses (on the same basis as **your** original booking) and reasonable and necessary additional accommodation expenses (bed and breakfast only). This includes those of one relative or travel companion if **you** have to be accompanied **home** on medical advice or on compassionate grounds or if **you** are a child and require an escort **home** (in the event that they have applied for and received written authorisation from the **assistance service**);
4. repatriation to **your home** by medically appropriate means, as determined by the **assistance service**;
5. in the event of **your** death: reasonable costs for the transport of **your** body or ashes to **your country of residence** (the cost of burial or cremation is not included); or local funeral expenses abroad, limited to the amount specified on **your** policy schedule;
6. reasonable emergency medical expenses for **complications in pregnancy**, provided **you** have not had any **complications in pregnancy** with this or any previous pregnancy.

### Conditions

1. **You** must contact the **assistance service** immediately should **you** be admitted to hospital or require on-going out-patient treatment overseas.
2. All treatment or expenses must be authorised by the **assistance service**.
3. **You** must maintain contact with the **assistance service** until **your** return to **your country of residence** or until **you** no longer require treatment or assistance.
4. If **you** are travelling to a country in the European Union, **you** must take an EHIC (European Health Insurance Card) with **you**. **We** will waive the policy **excess** under this Section if **you** use the EHIC or another reciprocal health agreement to reduce the amount of **your** claim.
5. If **you** require medical treatment in Australia, **you** must register with Medicare via their local office. (Any treatment not available under Medicare must be authorised by the **assistance service**).
6. In the event of repatriation, if **you** do not have an original return travel ticket, **you** may not be covered for costs incurred in **your** repatriation. Any value remaining in unused original return travel tickets which is recoverable shall be deducted from the amount of the claim.
7. **We** reserve the right to:
  - a. repatriate **you** when, in the opinion of the treating doctor and the **assistance service**, **you** are fit to travel;
  - b. avoid further liability in the event that **you** refuse repatriation when, in the opinion of the treating doctor and the **assistance service**, **you** are fit to travel;
  - c. transfer **you** to the hospital, clinic or location of **our** choice when, in the opinion of the **assistance service**, **you** are fit to be transferred.

### 24 Hour Emergency Medical Assistance Service:

tel: +44 (0) 208 865 1649

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;

### Conditions

1. **You** must contact the **assistance service** for assistance/advice if **you** need to cut short **your** trip for an insured reason.
2. **You** must use or revalidate **your** original ticket for **your** early return. If this is not possible **you** must provide evidence that additional costs were necessary. Any refunds due on unused original tickets will be deducted from **your** claim. If **you** do not have an original return ticket, **you** will not be reimbursed for costs incurred for **your** early return.
3. If **you** require the **assistance service** to pay for arrangements, they may first need to contact the relevant **medical practitioner** to confirm **your** claim falls within the terms of **your** cover.
4. If **you** make **your** own arrangements **you** must supply all necessary documentation to substantiate that **your** claim falls within the terms of cover.
5. This policy does not provide compensation for loss of enjoyment.

### 24 Hour Emergency Medical Assistance Service:

tel: +44 (0) 208 865 1649

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. claims that are not confirmed as medically necessary by the **assistance service**, and where a medical certificate has not been obtained from the attending **medical practitioner**, confirming the necessity to **curtail**;
3. any claim arising directly or indirectly as a result of a **medical condition** (see Definitions Applicable to the Whole Policy) suffered by **you**, unless declared to **us**, agreed by **us** on **your** insurance schedule and additional premium paid if required;
4. medically related claims as a result of **your** travel companion, an **immediate relative** or **close business associate** of **you** or the person with whom **you** have arranged to stay on the trip, having suffered a condition or for which they have received medication, medical advice or treatment within six months prior to the date this policy was issued or the date the trip was booked (whichever is later);
5. **complications in pregnancy** if there have been **complications in pregnancy** with this or any previous pregnancy;
6. additional travelling expenses incurred which are not authorised by the **assistance service**;

2. any medical or dental treatment costs incurred in the United Kingdom or **your country of residence**;
3. any medical costs which are foreseen;
4. any transport or accommodation costs incurred in the United Kingdom or **your country of residence**, unless authorised by the **assistance service**;
5. any taxi or telephone costs, unless medically necessary and authorised by the **assistance service**;
6. any costs covered under a reciprocal health arrangement (e.g. EHC within EU countries, reciprocal cover in Austria, Channel Islands, Eire and New Zealand, Medicare in Australia);
7. any costs recoverable from another source; (e.g. where another insurance may cover the same loss);
8. **complications in pregnancy** if there have been **complications in pregnancy** with this or any previous pregnancy;
9. any claim where at the time of taking out this insurance, the person whose condition gives rise to the claim is an in-patient in (or awaiting admission or booked to be admitted to) a hospital, hospice or nursing home;
10. any claim where at the departure date, **you** or **your** travel companion are travelling against the advice of a **medical practitioner** or travelling for the purposes of obtaining medical treatment;
11. any claim arising directly or indirectly as a result of a **medical condition** (see Definitions Applicable to the Whole Policy) suffered by **you**, unless declared to **us**, agreed by **us** on **your** insurance schedule and additional premium paid if required;
12. any claim arising directly or indirectly as a result of a change regarding **your** health (including injury and **complications in pregnancy**) occurring before the start of **your** trip, which has not been declared to and accepted by **us** in writing;
13. any costs for in-patient treatment, on-going out-patient treatment or **curtailment** of a trip on medical grounds without prior authorisation from the **assistance service**;
14. any costs for surgery or medical treatment which, in the opinion of the **assistance service**, can reasonably be delayed until **your** return to **your country of residence**;
15. any costs for medication and/or treatment which, at the time of departure, is known to be required or continued outside **your country of residence**;
16. the cost of any routine or elective (non-emergency) care or treatment, including specialist review or referral, investigations, treatment or surgery, including complications arising from cosmetic or elective surgery that **you** have received, whether before or during **your** trip;
17. claims that are not confirmed as medically necessary by the **assistance service**;
18. additional hospital costs arising from single or private room accommodation, unless medically necessary;
19. further costs **you** incur if **we** wish to bring **you** home early but **you** refuse (where in the opinion of the treating doctor and the **assistance service** **you** are fit to travel);
20. **terrorism**, only as the sole result of **nuclear, chemical** or **biological weapons** of mass destruction however these may be distributed or combined;
21. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 5 ADDITIONAL HOSPITAL BENEFIT

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient. It does not provide compensation for loss of holiday/enjoyment.

## Covered

This section includes cover for claims resulting from **terrorism**.

**You** are covered up to the amount specified on **your** policy schedule for:

1. each complete 24 hours **you** spend in hospital as a result of **you** being admitted as an in-patient to a registered hospital. This is in addition to any medical expenses incurred under Section 4, Emergency Medical Expenses.

## Conditions

1. This benefit is payable only if the hospital admission has been covered under the terms of Section 4, Emergency Medical Expenses.
2. In the event of a claim **you** must provide documentation confirming the date and time of admission and discharge.

## Not Covered

1. **terrorism**, only as the sole result of **nuclear, chemical** or **biological weapons** of mass destruction however these may be distributed or combined;
2. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 6 BAGGAGE

### Covered

#### A: PERSONAL BAGGAGE

**You** are covered up to the amount specified on **your** policy schedule for the value of or repair to 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) limited to:

- a. the Single Item Limit (see policy schedule) for any one item, pair or set of items;
- b. the **Valuables** Limit (see policy schedule) for all **valuables** in total;
- c. the limit for **personal baggage** on the beach (see policy schedule);
- d. the maximum payment for spectacles or sunglasses (see policy schedule).

#### B: DELAYED BAGGAGE

**You** are covered up to the amount specified on **your** policy schedule for the cost of buying emergency necessities if **your 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 (e.g. airline, shipping company etc.) or tour representative. Receipts will be required in the event of a claim.

## Conditions

1. Any amount **we** pay **you** under **B** (Delayed Baggage) will be deducted from the final claim settlement if **your personal baggage** is permanently lost.
2. **You** must obtain written proof of the incident from the police within 48 hours of the discovery in the event of loss, burglary or theft of the **personal baggage**. Failure to do so may result in **your** claim being turned down.
3. In the event of a claim for damaged items, proof of the damage must be supplied.
4. In the event of a claim for a pair or set of items, **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.
5. If the repair cost is more than the value of an item, **we** will assess the claim as if the item has been lost.
6. Any item, pair or set of items with a value of over £50 must be supported by an original receipt. If original receipts cannot be supplied to support

**your** claim, each item will be limited to £50 and the total amount payable for all such items will be £250.

## Not Covered

1. the policy **excess** as specified on **your** policy schedule under **A (Personal Baggage)**;
2. if **you** do not exercise reasonable care for the safety and supervision of **your** property;
3. **personal baggage** left unattended by **you**, unless located in locked accommodation and where an appropriately sized safety deposit box was not available for use by **you**;
4. **personal baggage** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. **personal baggage** stolen from an unattended vehicle:
  - a. unless it was in the locked glove compartment or locked rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle;
  - b. if there is no visible evidence of forcible and violent entry;
  - c. left for any period between the hours of 8pm and 8am (other than motor homes);
6. **valuables** left in a motor vehicle (other than motor homes, provided the **valuables** are stored out of view);
7. **valuables** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times);
8. if **your personal baggage** is lost or delayed in transit and **you** do not:
  - a. notify the carrier (i.e. airline, shipping company etc) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline); or
  - b. follow up in writing within 7 days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately;
9. loss, destruction, damage or theft of the following property:
  - a. mobile telephones, computers and accessories;
  - b. contact lenses, hearing aids, dentures and prescribed medication;
  - c. glass, china, pictures, musical instruments, antiques and precious stones;
  - d. pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs);
  - e. tools of trade;
  - f. perishable items e.g. food;
10. loss, destruction, damage or theft due to:
  - a. confiscation or detention by Customs or other officials or authorities;
  - b. wear and tear, process of cleaning, denting or scratching, staining, moth or vermin;
  - c. transportation by any postal service;
11. electrical or mechanical breakdown or manufacturing fault;
12. 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 in which they are being carried;
13. any property more specifically insured or recoverable under any other source. Any

reimbursement received will be deducted from the amount of **your** claim under this section;

14. stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind;
15. **winter sports equipment** or **golf equipment** (unless the appropriate premium has been paid and is shown on **your** insurance schedule, which covers **you** under a separate section of the policy), or **additional sports equipment** (unless declared to **us**, shown on **your** insurance schedule and additional premium paid if required). There is no cover whatsoever for **additional sports equipment** whilst in use;
16. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 7 CASH AND DOCUMENTS

### Covered

**You** are covered up to the amount specified on **your** policy schedule for accidental loss or theft of **your** own **cash** and/or **documents**. **Cash** is only covered whilst being carried on **your** person or left in a locked safety deposit box. **Cash** is limited to the amount specified on **your** policy schedule, unless **you** are under 16 years of age, in which case the maximum payable is £50.

### Condition

1. In the event of a claim for loss of **cash** **you** must provide evidence of the initial withdrawal of the **cash** and also evidence of how **you** coped financially immediately after the loss (e.g. currency exchange/withdrawal slips, bank/credit card statements).

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. if **you** do not exercise reasonable care in protecting **your** **cash** and **documents** against loss, theft or damage;
3. **documents** left unattended by **you**, unless located in locked accommodation and where an appropriately sized safety deposit box was not available for use by **you**;
4. **documents** left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
5. **documents** stolen from an unattended vehicle:
  - a. unless they were in the locked glove compartment or locked rear boot or luggage area of the vehicle and were covered so as not to be visible from the outside of the vehicle;
  - b. if there is no visible evidence of forcible and violent entry;
  - c. left for any period between the hours of 8pm and 8am (other than motor homes);
6. if **you** do not obtain a written police report within 48 hours of the discovery in the event of loss, burglary or theft of **cash** and/or **documents**;
7. any shortages due to error, omission or depreciation in value;
8. any costs claimed under Section 8, Loss of Passport Expenses;
9. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 8 LOSS OF PASSPORT EXPENSES

### Covered

In the event of accidental loss or theft of **your** passport whilst on a trip, **you** are covered up to the amount specified on **your** policy schedule for:

1. reasonable travel or accommodation expenses over and above any payment which **you** would normally have made during **your** trip if no loss had been incurred;
2. the cost of an emergency passport to enable **you** to continue **your** trip as planned.

### Condition

1. **You** must provide receipts for all costs incurred.

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. any costs that **you** would have incurred had **you** not lost **your** passport;
3. if **you** do not exercise reasonable care for the safety or supervision of **your** passport;
4. costs arising from any loss not covered under Section 7, Cash and Documents;
5. if **you** do not obtain a written police report within 48 hours of the loss;
6. loss, destruction or damage arising from confiscation or detention by Customs or other officials or authorities;
7. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 9 TRAVEL DELAY AND ABANDONMENT

This section does not apply to trips within **your** country of residence.

### Covered

**A:**  
In the event of **your** **outward** or **return** journey to or from **your** country of residence being delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

1. adverse weather conditions;
2. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel;
3. strike, industrial action or security alert (provided that when this policy was issued or the trip was booked, whichever was later, no such action had already been declared and therefore there was no reasonable expectation that this would affect **your** trip);

**we** will pay up to the amounts specified on **your** policy schedule per insured person for each complete 12 hours **you** are delayed. If **you** incur more than 24 hours delay on **your** outward flight, sea crossing, coach or train departure from **your** country of residence, **you** may abandon **your** trip and claim under Section 1, Cancellation (less the **excess**);

**B:**  
If **you** abandon **your** trip as a result of **your** vehicle being involved in an accident or mechanical breakdown en route to **your** departure point from **your** country of residence, rendering it impossible for **you** to undertake **your** planned itinerary, **we** will pay up to the limit under Section 1, Cancellation (less the **excess**).

### Conditions

1. In the event of a claim due to delayed **public** transport **you** must provide documentation from the transport company, confirming the period of and the reason for the delay.
2. In the event of a claim due to vehicle breakdown, **you** must provide a police or roadside assistance report.

### Not Covered

1. the policy **excess** as per Section 1, Cancellation if **you** abandon **your** trip;
2. where **you** have not checked in, allowing sufficient time, for **your** outward or return journey;
3. 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;

4. internal flights which do not form part of **your** outbound or inbound journey to/from **your** country of residence;
5. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 10 MISSED DEPARTURE

This section does not apply to trips within **your** country of residence.

### Covered

**You** are covered up to the amount specified on **your** policy schedule for necessary hotel and travelling expenses (not including food, drink and telephone expenses) incurred in reaching **your** booked destination, if **you** arrive too late to commence **your** booked trip from or to **your** country of residence during **your** outward or return journey, as a result of:

1. the vehicle in which **you** are travelling being involved in an accident or breakdown or **you** being delayed as a result of a major accident on a motorway;
2. the **public** transport used being delayed.

### Conditions

1. In the event of a claim due to vehicle breakdown or a road accident, **you** must provide a police or roadside assistance report.
2. In the event of a claim due to a major accident on the motorway, please obtain written confirmation of this from the Highways Agency. If the accident occurred on a minor road, please obtain written confirmation from the local council.
3. In the event of a claim due to delayed **public** transport **you** must provide documentation from the transport company, confirming the period of and the reason for the delay.

### Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
3. if **you** are not proceeding directly to the departure point;
4. any costs claimed under Section 9, Travel Delay and Abandonment, which relate to the same trip;
5. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 11 PERSONAL LIABILITY

### Covered

**You** are covered up to the amount specified on **your** policy schedule for legal expenses and legal liability for damages incurred by **you** which are caused by an accident that occurred during **your** trip, leading to a claim made against **you** as a result of:

1. accidental bodily injury to a person who is not a member of **your** family or household, a travelling companion or employed by **you**;
2. loss of or damage to any property which does not belong to, is not in the charge of, and is not in the control of **you** or any member of **your** family, household, any travelling companion or employee (except hired wheelchairs);
3. loss of or damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household, any travelling companion or anyone employed by **you**.

## Conditions

1. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by **you** without **our** written consent.
2. **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.
3. **You** must, wherever possible, provide all such information and assistance as **we** require.

## Not Covered

1. the policy **excess** as specified on **your** policy schedule;
2. fines imposed by a Court of Law or other relevant bodies;
3. anything caused as a consequence of:
  - a. liability which **you** incur as a result of an agreement that **you** made which would not apply in the absence of that agreement;
  - b. injury, loss or damage arising from:
    - i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals or firearms;
    - ii. the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
    - iii. the carrying out of any trade, profession, manual work or hazardous occupation;
    - iv. racing of any kind;
    - v. any deliberate or criminal act;
4. liability as an employer or under any other contract or insurance policy;
5. all forms of pollution and contamination;
6. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 12 LEGAL EXPENSES

### Covered

**You** are covered up to the amount specified on **your** policy schedule for **legal costs and expenses** incurred to claim for compensation or damages if **you** suffer physical bodily injury or **you** die during the period of **your** trip as a result of an **accident** and the claim has, in the opinion of **your legal representative**, reasonable prospects of success, namely, a chance of greater than 51% that **you** will recover damages in excess of the small claims limit.

### Conditions

1. **You** must obtain as much information as possible, including police reports, witness details and any photographs and contact the Claims Service as soon as possible, submitting **your** request in writing.
2. **We** shall consider in **our** absolute discretion whether the claim has reasonable prospects of success.
3. **We** shall have control over the legal proceedings and the selection, appointment and control of **your legal representative**. The Insurance Companies (Legal Expenses Insurance) Regulations 1990 gives policyholders the right to choose a lawyer. However, they can only exercise this right after administrative or legal proceedings have started. The Financial Ombudsman Service has considered this issue and stated that where the case does not involve complex or special issues, **we** are entitled to rely on these policy terms.
4. In the event that **you** are awarded legal costs as part of any judgement or settlement, **we** shall be entitled to repayment by **you** of any sums paid under this Section.

5. In the event that **you** are awarded compensation (by judgement or settlement), **we** shall be entitled to recover from **you**, any sums paid or due to be paid to **you** or **your legal representatives** under any Section of this policy on account of the same incident for which compensation is received.
6. If there is more than one insured claiming, **we** shall apply a maximum limit of double the individual sum insured in respect to all claimants.
7. **You** must:
  - a. take all reasonable steps to minimise any amount **we** have to pay under this policy;
  - b. take all steps to recover any costs **we** have paid or have to pay under this policy;
  - c. co-operate fully with the **legal representative** and follow his/her advice;
  - d. not refuse to accept an offer (whether made pursuant to the Civil Procedure rules or generally) if the **legal representative** advises that it is reasonable. In the event of a dispute **you** and **your legal representative** may refer the case to an independent barrister for an opinion as to the reasonableness of the offer. In the event of the barrister advising rejection of the offer the barrister's fee shall be met by the **legal representative**. In the event of the barrister advising acceptance of the offer the cost shall be paid by **you**.
8. **You** and **your legal representative** must obtain **our** prior written permission before:
  - a. instructing counsel or any expert witness; and
  - b. discontinuing, abandoning, settling or compromising the legal proceedings in any circumstances where **we** may be liable for costs.
9. **You** and **your legal representative** must inform **us** forthwith:
  - a. if **your opponent** or any person acting on his behalf makes an offer to settle **your** Uninsured Losses claim;
  - b. if there are no longer reasonable prospects in relation to **your** claim;
  - c. of any material developments in relation to **your** claim;
  - d. if any costs order, penalty or sanction is made against **you** by the Court;
  - e. if the **legal representative** no longer wishes to act on **your** behalf.

### Legal Helpline:

tel: +44 (0) 845 888 6674

### Not Covered

1. the policy **excess** as specified on **your** policy schedule, which will be refunded to **you** if **we** recover **our** outlay in full from the settlement received;
2. any claim reported to **us** more than 30 days after the occurrence of the incident giving rise to the claim;
3. costs incurred in pursuit of any claim against **us**, **our** agents, an Insurer underwriting any section of this policy;
4. legal expenses incurred either prior to **our** written acknowledgement granting **our** support or obtained without **our** written consent;
5. any claim where **we** consider a reasonable settlement is unlikely or where the cost of the action could be more than the settlement;
6. any claim where damages are likely to be less than £1,000;
7. any increased **costs**, court fines and penalties arising from any delay or default by **you** which, in **our** view, affect the conduct of **your** claim or hinder **us**;

8. any cost for bringing a legal action in more than one country for the same event;
9. actions between members of the same household or a relative or travelling companion, or actions to enforce a judgement or legally binding decision;
10. any amount deducted in legal fees from **your** compensation or damages, which has been calculated as a proportion or percentage of those damages;
11. the funding of any appeal costs;
12. travel and accommodation expenses incurred in pursuit of a legal action;
13. any contingent fee arrangement between **you** and **your legal representatives**;
14. any legal costs resulting from criminal proceedings;
15. any claim for bodily injury sustained as a result of a medical condition(s) caused or happening as a result of travel or travel conditions, or bodily injury sustained as a result of medical malpractice, any incorrect medical procedure(s) performed or incorrect diagnosis made;
16. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 13 HIJACK

### Covered

**You** are covered up to the amounts specified on **your** policy schedule for each full 24 hour period during the unlawful seizure or wrongful exercise of control over **you** or of an aircraft or conveyance in which **you** are travelling as a passenger.

### Not Covered

1. if **you** or **your** family or **your** business associates have engaged in activities that could be expected to increase the risk of hijack;
2. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 14 GOLF COVER

### Covered

#### A: GOLF MEDICAL

The Emergency Medical Expenses/Repatriation section of this policy is extended to cover **you** whilst **you** are playing golf.

#### B: GOLF LIABILITY

The Personal Liability section of this policy is extended to cover **you** whilst **you** are playing golf.

#### C: GOLF EQUIPMENT

**You** are covered up to the amount specified on **your** policy schedule to repair or replace **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, limited to the single item limit (see policy schedule) for any one item. The claim settlement may take into account any discount that would be available to **us** if **we** exercise **our** right to purchase the replacement **golf equipment** using a supplier which may be determined by **us**.

### Condition

1. **You** must obtain written proof of the incident from the police within 48 hours of the discovery in the event of loss, burglary or theft of baggage. Failure to do so will result in **your** claim being turned down.

#### D: GREEN/CLUB FEES

**You** are covered up to the amount specified on **your** policy schedule if **you** are unable to play golf because of sickness or injury.

## Condition

1. In the event of a claim **you** must provide proof of prepaid golf fees and a medical certificate from an attending **medical practitioner** confirming the reason and length of time **you** were unable to play golf.

## E: GOLF HIRE

**You** are covered up to the amount specified on **your** policy schedule for the reasonable cost of hiring **golf equipment** from a recognised supplier for the rest of **your** trip or until **your** own or hired **golf equipment** has been returned to **you**, if:

- a. **your** equipment is lost, stolen or damaged; or
- b. **your** equipment is delayed for more than 12 hours on **your outward journey**.

## Condition

1. In the event of a claim, **you** must provide the following documentation:
  - a. **Loss or theft:** report from police, plus receipts showing original and additional hire charges.
  - b. **Damage:** confirmation from hire company of damage sustained and additional charges incurred.
  - c. **Delay:** confirmation from airline or transport company that equipment was delayed for over 12 hours on the **outward journey** plus receipt showing original and additional hire charges.

## F: HOLE-IN-ONE

**You** are covered up to the amount specified on **your** policy schedule in respect of customary bar expenses incurred by **you** as a result of, and immediately subsequent to, achieving a hole-in-one during a competition round.

## Condition

1. In the event of a claim **you** must provide a letter from the relevant Golf Club Secretary confirming the competition name and date, a certified copy of **your** score card, countersigned by **your** opponent and by the Official Scorer for the competition and an original, dated Golf Club bar receipt.

## Not Covered

1. the policy **excess** as specified on **your** policy schedule (except under E: Golf Hire and F: Hole-in-One);
2. anything not covered in Section 6, Baggage;
3. loss or theft of **golf equipment** from:
  - a. an unattended motor vehicle (other than motor caravans) unless totally concealed in a locked boot or totally concealed under the parcel shelf/manufacturers fitted cover;
  - b. an unattended motor vehicle left for any period between the hours of 8pm and 8am;
4. loss or theft from a vehicle where there is no visible evidence of forcible and violent entry;
5. deliberate damage or gross misuse of the equipment;
6. anything listed in "Exclusions Applicable to the Whole Policy".

## SECTION 15 WINTER SPORTS COVER

### Covered

#### A: WINTER SPORTS MEDICAL

The Emergency Medical Expenses/Repatriation section of this policy is extended to cover **you** whilst partaking in **winter sports**.

#### Conditions

1. Cover for off-piste skiing/snow boarding is restricted within resort boundaries or with a

qualified guide. There is no cover for search and rescue.

1. Each insured must adhere to the International Ski Federation code and any local guidelines and recommendations.

#### B: WINTER SPORTS LIABILITY

The Personal Liability section of this policy is extended to cover **you** whilst partaking in **winter sports**.

#### Conditions

1. Cover for off-piste skiing/snow boarding is restricted within resort boundaries or with a qualified guide. There is no cover for search and rescue.
2. Each insured must adhere to the International Ski Federation code and any local guidelines and recommendations.

#### C: WINTER SPORTS EQUIPMENT

**You** are covered up to the amount specified on **your** policy schedule for the value or repair of **your own winter sports equipment** (after making proper allowance for wear and tear and depreciation) or hired **winter sports equipment**, if they are lost, stolen or damaged during **your** trip, limited to the single item limit (see policy schedule) for any one item. For skis and snowboards over 5 years old the maximum **we** will pay is £50.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. **loss or theft:** a report from police, resort management or tour operator; plus original receipt or proof of ownership and confirmation of second hand value from a specialist dealer where possible.
  - b. **damage:** confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second hand value prior to damage.

#### D: WINTER SPORTS HIRE

**You** are covered up to the amounts specified on **your** policy schedule per 24 hours for the reasonable cost of hiring **winter sports equipment** for the rest of **your** trip or until **your** own or hired **winter sports equipment** has been returned to **you**, if:

- a. **your** equipment is lost, stolen or damaged; or
- b. **your** equipment is delayed for more than 12 hours on **your outward journey**.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. **loss or theft:** report from police, resort management or tour operator plus receipts showing original and additional hire charges.
  - b. **damage:** confirmation from the hire company of damage sustained and additional charges incurred.
  - c. **delay:** confirmation from the airline or transport company that **your** equipment was delayed for over 12 hours on the **outward journey** plus a receipt showing original and additional hire charges.

#### E: WINTER SPORTS PACK

**You** are covered up to the amounts specified on **your** policy schedule per 24 hours for the value of the unused portion of **your** ski school, lift pass and **winter sports equipment** hire costs if:

- a. **you** have an accident or **you** are ill;
- b. **your** lift pass is lost or stolen.

#### Condition

1. In the event of a claim **you** must provide the following documentation:
  - a. **accident or illness:** medical report confirming the reason and length of time **you** were unable to undertake **your**

planned activity plus the original lift pass and evidence of initial cost.

- b. **loss or theft:** report from police or resort management plus evidence of initial cost and cost of replacement pass.

#### F: PISTE CLOSURE

**You** are covered up to the amounts specified on **your** policy schedule per 24 hours if there is a lack of snow or bad weather conditions in **your** holiday resort and the pistes are closed so preventing **you** from skiing. Cover is only available during the months that constitute the local regular ski season and where **you** purchased **your** policy more than 14 days before **your** departure date.

#### Condition

1. In the event of a claim **you** must provide documentation from the resort's management confirming how long the pistes were closed at **your** resort and the reason.

#### Not Covered

1. the policy **excess** as specified on **your** policy schedule under Part C: Winter Sports Equipment;
2. if **you** do not adhere to the International Ski Federation code or the resort regulations;
3. anything not covered in Section 6, Baggage (applicable to Part C above);
4. anything not covered in Section 4, Emergency Medical Expenses (applicable to Part E above);
5. ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events, their heats or officially organised practice or training for these events;
6. anything listed in "Exclusions Applicable to the Whole Policy".

## THE INTERNATIONAL SKI FEDERATION SAFE SKIING CODE

The safety of yourself and others is paramount to us, which is why we recommend that you observe the International Ski Federation safe skiing code, both on and off-piste.

### RESPECT FOR OTHERS

**You** must behave in such a way that you do not endanger others.

### CONTROL OF SPEED AND SKIING

**You** must be in control, and adapt your speed and manner of skiing to your ability and the prevailing conditions of terrain, snow and weather, as well as to the density of other skiers.

### CHOICE OF ROUTE

**You** must choose your route in such a way that, when coming from behind, you do not endanger others ahead.

### OVERTAKING

Make sure that you leave enough room when overtaking others for any voluntary or involuntary movements that they may make.

### ENTERING AND STARTING

When entering a marked run, or starting again after stopping, make sure that you look both up and down the run to ensure that you can do so without endangering yourself or other skiers.

### STOPPING ON THE PISTE

Unless absolutely necessary, **you** must avoid stopping on the piste in narrow places or where visibility is restricted.

### CLIMBING AND DESCENDING ON FOOT

When climbing or descending on foot, **you** must keep to the sides of the piste.

### RESPECT FOR SIGNALS AND MARKINGS

**You** must respect all signals and markings.

### ASSISTANCE

If an accident occurs, every skier is duty bound to assist.

### IDENTIFICATION

Following an accident, every skier and witness, whether responsible or not for causing the accident, must exchange names and addresses.

## SECTION 16 BUSINESS COVER

### Covered

#### A: REPLACEMENT BUSINESS COLLEAGUE

**You** are covered up to the amount specified on **your** policy schedule, in accordance with the conditions specified under the Cancellation and Curtailment Sections, for additional travel and accommodation costs incurred for a business colleague to replace **you** on a business trip. The sole purpose of **your** trip must be for carrying out **your** business.

#### B: BUSINESS EQUIPMENT

**You** are covered up to the amount specified on **your** policy schedule for the value of any **business equipment** specified on **your** policy schedule, which is accidentally lost, stolen or damaged (provided the equipment is used for the sole purpose of carrying out **your** business). The policy **excess** specified on **your** policy schedule applies.

#### C: REPLACEMENT BUSINESS DOCUMENTS

**You** are covered up to the amount specified on **your** policy schedule for the cost of replacement business documents, which are accidentally lost, stolen or damaged (provided the documents are vital to the carrying out of **your** business).

### Not Covered

1. the policy **excess** specified on **your** policy schedule where applicable;
2. anything not covered under Section 1: Cancellation, Section 2: Curtailment, Section 6: Baggage or Section 7: Cash and Documents;
3. anything listed in "Exclusions Applicable to the Whole Policy".

## COMMENTS & COMPLAINTS PROCEDURE

**We** aim to provide a first class level of service at all times. If, for any reason, **you** are not happy with any aspect of this insurance cover or claims or **assistance service**, please tell **us**.

**You** should address any enquiries or complaints, in writing, to:

The Complaints Officer  
Professional Travel Insurance Company Limited's  
Representative  
Insurance House  
Prisma Park  
Berrington Way  
Basingstoke  
RG24 8GT

If regarding Legal Expenses:

The Managing Director  
Enterprise Insurance Company PLC  
R22-24 Ragged Staff Wharf  
Queensway Quay  
Gibraltar

If **you** remain dissatisfied, **you** may write to:

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

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from Professional Travel Insurance Company Limited (or Enterprise Insurance Company PLC in respect of Legal Expenses).

The existence of these internal arrangements does not affect **your** right to take immediate legal action against Professional Travel Insurance Company Limited (or Enterprise Insurance Company PLC in respect of Legal Expenses).

## PROCEDURE FOR RENEWAL OF ANNUAL POLICIES

Automatic credit card renewal ensures **you** never have to worry about travelling uninsured. **We** will debit **your** payment card annually.

#### When will I know when my renewal is due?

**We** will notify **you** of the renewal 30 days in advance of policy expiry, including a quotation based closely on **your** current cover type.

#### I might need to make changes...

**Your** quotation will remind **you** that you need to declare pre-existing medical conditions, along with any sports or activities **you** may take part in whilst on a trip. **You** may need to change the geographic limits of **your** cover, or the amount to which **you** are insured. Contact details will be provided and any necessary amendments can be notified to **us** by email, post or telephone.

#### When will my card be debited?

Payment will be taken prior to the renewal date.

#### My credit card is due to expire before renewal is due...

If **we** are unable to renew **your** policy for any reason, **we** will contact you by email, post or telephone.

#### How can I cancel the Automatic Renewal?

**You** can do this at anytime, by email, post or by telephone. If **you** express a wish to discontinue Automatic Renewal **you** will remain covered for the duration of this year's policy. **We** will contact **you** to notify **you** of your policy's expiry date, but **we** will **not** renew **your** cover on **your** behalf or debit **your** card.

If **your** policy has already been Automatically Renewed, **you** have a money back guarantee period within the 14 days after start of cover, during which time **you** can contact **us** for a **full refund**, provided no claim has been made.