

# ALL SEASONS PEACE OF MIND INSURANCE

Arranged by



**SCHEME NUMBER: IGI-2009-0130**

## Dear Traveller

This is to certify that **IGI Insurance Company Ltd** will insure in accordance with the terms and conditions contained herein or endorsed hereon. The Policy Wording sets out in full details of the cover provided and is only valid if attached to a Schedule of Cover (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and a Validation Certificate detailing the premium, geographical area, period of cover and persons insured. **IGI Insurance Company Ltd** is regulated by the Financial Services Authority.

This is **Your** insurance policy and contains all the information **You** need to know about **Your** Travel Insurance. However, this policy is only valid once a Schedule of Cover showing the sums insured and limits of the insurance provided and a Validation Certificate showing proof of payment of premium is attached. Please read this policy carefully and remember this travel insurance is designed to cover most events which may happen during **Your** trip, but **We** cannot cover all expenses and possibilities. **You** will find full details of the cover and the conditions and exclusions in the policy.

If **You** have any queries, or if **You** require additional cover please contact the agent who sold this policy to **You**. If **You** need to make a claim or declare a health condition please call the relevant numbers shown on the Schedule of Cover.

### IMPORTANT NOTE - MEDICAL TREATMENT AND MEDICAL EMERGENCIES OVERSEAS

If **You** require medical attention in a country with a reciprocal health care agreement with the UK such as the countries of the European Union, Switzerland, Australia and New Zealand **You** must ensure that the medical treatment you obtain is provided at hospitals or by doctors working within the terms of the agreement.

This insurance does not cover private in-patient health care treatment in countries that operate reciprocal health care agreements unless it is authorised in advance by the 24 Hour Medical Assistance Company detailed on the schedule.

If **You** are admitted to a private clinic or are likely to incur medical expenses in excess of £250 as an out-patient please ensure that immediate contact is made with the Assistance Company who will arrange a transfer to an appropriate medical facility. **You** should before **You** travel obtain from **Your** local Post Office a European Health Insurance Card (EHIC) application pack or apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers).

Please refer to the specific exclusions applying to Section B - Emergency Medical & Other Expenses detailed in the policy herein.

### IMPORTANT DECLARATION PRE-EXISTING MEDICAL CONDITIONS

Unless **You** are screened and approved by **Our** Health Check line (see below) this insurance policy contains health restrictions that apply to the cover provided under the Cancellation, Curtailment and Medical sections of this insurance (see the exclusions applying to Sections A, B & C). This policy will not pay for any claims arising from pre-existing medical conditions other than

those listed below or if **You** (meaning anybody insured by this policy) are awaiting or undergoing treatment or **You** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or tests results or treatment or are aware of any condition that could reasonably require treatment during the **Period of Insurance**. With respect to Cancellation cover this exclusion applies to **Your** state of health at the time **You** applied for this insurance and the policy was issued. With respect to **Curtailment** cover and **Necessary Medical Expenses** Cover (see **Definitions** below) **We** will only pay for claims that arise from a new injury or illness that first happens after **You** have started the insured trip. If **You** do suffer a new injury or illness after taking out this insurance but before starting **Your** trip (this is known as a change in circumstance) **You** will only be covered by the Cancellation section of this policy and will not be able to have the condition covered for **Necessary Medical Expenses** or **Curtailment** expenses as this will be deemed to be an excluded pre-existing condition. **We** may in the light of such changed circumstances not be able to continue cover under sections A and B of this insurance. If this is not acceptable to **You**, **We** will cover **You** for any loss of deposit or cancellation charges **You** have necessarily incurred up to the date of the change of circumstances that are normally covered under Section A of this insurance. In these circumstances no Policy **Excess** will be applied. There are certain pre-existing medical conditions that are listed below which **We** will cover without **You** having to contact **Us** provided they have been stable and well controlled. If **You** are in any doubt about whether **Your** condition is stable and well controlled please seek the advice of **Your** GP or contact **Our** Health-Check service to be screened (a minimum charge will be made to issue a formal confirmation of cover for a pre-existing condition).

**Food and drug allergies will be accepted at standard terms and do not need to be declared.**

**The following, well controlled and stable pre-existing conditions that have not required inpatient hospital treatment or a change in medication in the previous 12 months will be accepted at standard terms.**

### YOU MUST BE ABLE TO AGREE THAT:

- You** have only **ONE** of the medical conditions listed below
- The medical condition listed below has been stable on routine GP prescribed medication over the last 12 months
- The medications, or doses of medication, have not had to be changed in the last 12 months due to any worsening of **Your** condition
- You** have not had to be hospitalised in the last 12 months
- You** are not on any kind of a waiting list for hospital treatment or investigation by a consultant or waiting for any test results
- Your** GP confirms **You** are fit to travel and **You** are not likely to require treatment whilst on the trip

### ACCEPTABLE CONDITIONS

**ALZHEIMER'S DISEASE:** Provided the insured is accompanied by an insured 'fit' carer also insured by this policy.

**ASTHMA:** Provided the condition is stable by use of occasional puffer administered medication, severe conditions requiring the use of a nebuliser are to be screened.

**CANCER**

**DIABETES**

**EPILEPSY**

**GLAUCOMA**

**HAEMOPHILIA:** No hazardous activities permitted.

**HIATUS HERNIA:** Provided not on a waiting list.

**HIGH CHOLESTEROL**

**HYPERTENSION or HIGH BLOOD PRESSURE** controlled on three or less types of medication.

**HYPOTHYROIDISM**

**HORMONE REPLACEMENT THERAPY**

**MULTIPLE SCLEROSIS:** Same Conditions as Alzheimer's.

**PARKINSON'S DISEASE:** Same Conditions as Alzheimer's.

**TERMINAL ILLNESS** is not specifically excluded provided that travel is in an area where the **EHIC** is accepted and the trip is completed within 31 days of taking out this insurance. **No Cancellation Cover** will be provided for claims arising from a terminal illness.

**IF YOU CAN NOT AGREE IN FULL WITH THE TERMS AND CONDITIONS LISTED ABOVE YOU MUST CONTACT THE HEALTH CHECK LINE ON 0844 826 2700 TO CONFIRM YOUR CONDITION WILL BE COVERED. PLEASE NOTE THAT THE SCREENING SERVICE MAY CHARGE YOU AN ADDITIONAL PREMIUM FOR INDIVIDUAL MEDICAL UNDERWRITING.**

We may in certain circumstances be able to provide **You** with cover for pre-existing conditions or change in circumstances and **You** will see on the Insurance Schedule of Cover details of how to contact **Our** Health Check line. This service allows **You** to declare pre-existing conditions to **Us**, and they will be able to advise **You** if the condition can be covered by this insurance and what terms may be applied. Please note that **We** cannot guarantee to be able to offer cover for all conditions, and if the terms made available to **You** are unacceptable **You** will be able to cancel this policy and obtain a refund of **Your** premium provided **You** have not already travelled or made a claim and **You** contact **Us** within 14 days of the policy issue date or within 7 days of the change in circumstance. If **You** do not contact the Health Check line **Your** pre-existing conditions will not be insured by this policy.

## **DEFINITIONS**

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the Policy. There are also more specific definitions which apply only to the Legal Expenses and Scheduled Airline Failure section of this Policy:-

**Accommodation** - The lodging room of no greater standard than that provided as part of **Your** prepaid charges in the vicinity of the hospital where the Insured Person is confined.

**Advanced Booking** - Any booking made at least 24 hours prior to the scheduled departure time shown on **Your** ticket.

**Business Associate** - **Your** associate 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.

**Close Relative** - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé (e).

**Curtail / Curtailment** - Abandonment of the planned trip by return to the United Kingdom after commencement of the **Outward Journey**. The amount payable will be the unused proportion of **Your** irrecoverable pre-paid charges calculated from the date of **Your** return to the United Kingdom. All **Curtailment** claims will need authorisation from **Us** in advance.

**Excess** - The amount **You** will have to pay towards the cost of each claim under the Policy after the application of the Policy limits.

**Family** - A single parent or two parents travelling together with their child or children (under 18 years) for whom they are the legal guardians who all reside together.

**Geographical Area** - The area or country shown on **Your** Validation Certificate and for which the appropriate premium has been paid and will involve **Your** return to the United Kingdom within the **Period of Insurance**.

**Golfing Equipment** - golf clubs, trolleys, bags and specialised

clothing and umbrellas used exclusively for playing or practicing golf, but excluding balls, tees, gloves and buggies.

**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 (please see part 3 of the Important Information detailed below for examples).

**Hijack** - The unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which **You** are travelling as a fare-paying passenger.

**Manual Work** - Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your** bodily injury or illness.

**Money** - cash taken for private purposes comprising cash only.

**Mugging** - The violent and threatening attack necessitating **Your** medical treatment.

**Necessary Medical Expenses** - Costs arising from unavoidable medical treatment that is required as a result of a new illness or injury that arises after **You** have started **Your Outward Journey** and which could not be reasonably anticipated as being required during the period of **Your** trip at the time **You** started the **Outward Journey**. Necessary medical treatment must be appropriate and consistent with the diagnosis made and in accordance with accepted community standards of medical practice and as agreed by **Our** medical advisors and is not experimental or investigative and cannot be reasonably delayed until **You** are returned to the United Kingdom. **PLEASE ALSO REFER TO IMPORTANT DECLARATION PRE-EXISTING MEDICAL CONDITIONS**

**Outward Journey** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the outbound journey from **Your** home address in the United Kingdom.

**Passports, Tickets And Documents** - Passports, travel tickets, green cards and driving licences.

**Period of Insurance** - The validation certificate will show the issue date and start date and duration (or end date) of your policy being the period of cover **You** are insured for. The time that cover for particular sections starts and ends is given in more detail below:-

Cancellation cover starts when **You** book **Your** trip or when the policy was issued (whichever is the later) and finishes when **You** start **Your Outward Journey**. Cover under all other sections begins when **You** start **Your Outward Journey** and ends upon **Your** return home from the trip. **Your Outward and Return Journey** must take place during the period of cover shown on the Validation Certificate and for which the correct premium has been paid. If **You** have chosen an Annual Multi Trip Insurance the **Outward and Return Journey** must take place during the start and end date shown on the Validation Certificate. The total duration of any one trip is limited to a maximum of 31 days or as otherwise shown on the Validation Certificate 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 Possessions** - Baggage, clothing, personal effects including **Valuables** and gifts purchased outside the United Kingdom, subject to the limits and Exclusions detailed under Section E.

**Return Journey** - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the inbound journey to **Your** home address or a hospital or nursing home in the United Kingdom.

**Sports Equipment** - Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

**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.

**Unattended** - means left away from **Your** person where **You** are unable to clearly see and get hold of **Your Personal Possessions or Money or Passports, Tickets and Documents**.

**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, but excluding footwear.

**We / Our / Us – IGI Insurance Co. Ltd (IGI).**

#### **Withdrawal of Services**

- (i) The withdrawal of all water or electrical facilities in **Your** hotel or trip accommodation or
- (ii) The withdrawal of waiter/waitress services at meals or
- (iii) The withdrawal of kitchen services of such nature that no food is served or
- (iv) The withdrawal of room cleaning services.

**You / Your** - Any person named on the Validation Certificate who is eligible to be Insured and for whom premium has been paid.

### **IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS**

#### **1. LIMIT OF COVER**

Each section of the personal insurance schedule shows the most **You** can claim, but other limits may apply. For example, under Section E (**Personal Possessions**), there is a limit for any single item and a total limit for all **Valuables**. **We** will work out how much **We** will pay **You** for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

**Please note that if the schedule shows NIL cover then that section of the policy is not applicable to the insurance cover You have purchased.**

#### **2. LOOKING AFTER YOUR BELONGINGS**

Many claims for loss or theft are caused by people being careless with their belongings. If **You** do not take good care of **Your** belongings, it can be upsetting and inconvenient for **You** and **We** may not pay **Your** claim.

#### **3. HAZARDOUS PURSUITS**

**You** are not covered for taking part in any **Hazardous Pursuit** 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 Section H (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, 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 Section B Medical and Other Expenses and under Section A **Curtailed** 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: Banana Boating, Bungee Jumping, Archery, Rowing (except racing), Safari in motor vehicles (but not on foot) organized by a tour operator, Blade Skating, Sailing within sight of land, Canoeing (inland waters only), Sea Kayaking in sight of land, White water rafting (Up to grade 3 only), SCUBA Diving up to 9 metres, Clay Pigeon Shooting, BMX, Mountain Biking up to grade 2 slopes, Curling, Surfing, Kite Surfing, Roller Blading, Deep Sea Fishing, Trekking/Hiking below 5,000 metres, Fell Running/Walking (No Climbing), War Games/Paintballing, Hot Air Ballooning as a fare paying passenger on a one day excursion, Paragliding over water but not land, Water Skiing, Wake Boarding, Hydrozorb, Windsurfing, Gorilla Trekking (Tour Operator organized only), Jet Skiing/biking under the supervision of a licensed hirer, Lacrosse, Marathon Running, Motor Cycling up to 125cc provided a safety helmet is worn, Orienteering, Parascending over water not on land, Pony Trekking and Horse Riding provided a safety helmet is worn, Abseiling under supervision of a qualified instructor. Cover for SCUBA Diving is provided at standard premiums up to a depth of 9 meters and can be extended up to a maximum depth of 30 meters when **You** have paid the appropriate additional premium. At any depth the following endorsement applies:

SCUBA or skin diving to a maximum depth of 30 meters 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.

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 certificate shows the cover has been provided. Winter Sports (including skiing, snowboarding, tobogganing and sledging), sailing outside coastal waters (more than 12 miles from land), hunting animals, motor competitions or practice, professional sports, any sporting competitions, cave diving, **Manual Work**, overland expeditions, paragliding (over land), polo, potholing, safaris (unless part of a pre-paid organized tour using professional guides and motor vehicles), weight lifting, flying (unless **You** are a farepaying passenger on a regular scheduled airline or licensed charter aircraft).

#### **4. DATE RECOGNITION FAILURE**

This policy contains exclusions for losses arising from equipment failing to recognize the correct calendar date. Please read the General Exclusions Applying to All Sections for further details.

#### **5. EXCESSES**

**We** will take an **Excess** off each claim **You** make under certain sections of this insurance. The amount **You** will have to pay

towards a claim is shown in the schedule. The **Excess** is applied on a per person per section basis. If **We** agree to a medical expenses claim (section B) which has been reduced by **You** using an EHIC form or private health insurance, the **Excess** will not apply.

## 6. MAKING A CLAIM

To help **Us** deal with **Your** claim quickly and efficiently, please read the claims procedure below (see **WHAT TO DO IF YOU WISH TO MAKE A CLAIM**). This explains what documents **You** will need to support a claim and when **You** will need this kind of proof. **You** must collect some of the proof **You** need, for example a police report, while **You** are on **Your** trip.

## 7. WHAT TO DO IN A MEDICAL EMERGENCY

In a medical emergency, contact the Assistance Company shown on the Schedule of Cover for help. Please read the policy for details. If **You** are admitted to hospital or need to **Curtail Your** trip **You** must contact the Assistance Company for authorization before incurring any expenses or **We** may not pay **Your** claim. Simple outpatient treatment costing less than £250 should be paid locally and claimed for on **Your** return to the **United Kingdom**.

**IMPORTANT:** Please quote the scheme name and number together with **Your** Validation Certificate Number. The Assistance Company provides immediate help in the event of **Your** illness or injury arising outside the United Kingdom – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax. Should a serious medical problem arise **You** must contact the Assistance Company within 24 hours. **You** are responsible in advising **Your** attending doctor to seek prior approval for any treatment except in extreme circumstances where a request for prior approval would delay life saving treatment. Failure to contact the Assistance Company may limit the benefits payable, or in certain circumstances, cover will not be provided. When **You** call upon the services of the Assistance Company it is a condition of the service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors
2. Repatriation arrangements and necessary escorts by a medical attendant
3. Travel arrangements for other members of **Your** party or next-of-kin
4. On arrival in the United Kingdom, an ambulance service to hospital or home.

**PLEASE NOTE: We are not responsible for the availability, quality or results of any medical treatment received by You whilst travelling. Please refer to Exclusions Applying to Sections A, B & C.**

## 8. INSURERS

The Insurers are **IGI Insurance Company Limited**, Market Square House, St James's Street, Nottingham. NG16FG. Reg. No. 1226976. Regulated by the Financial Services Authority (FSA).

## 9. COOLING OFF PERIOD

This Insurance is designed to cover most circumstances but **You** should be aware that not all eventualities are insured. Please read this document carefully. If **You** find the Insurance does not meet **Your** requirements please return this policy and proof of premium to the selling agent within 14 days of receipt but before the trip departure date. Provided no claim has been made **Your** premium will be refunded in full.

## 10. ABOUT THE COVER AND CONDITIONS

This is **Your** contract of insurance. It contains certain conditions in each section and General Exclusions to all sections. **You** must meet the conditions or **We** will not accept **Your** claim. Please

read all of this policy carefully, especially the Important Declaration. When **You** book **Your** trip, **You** must declare any information **We** ask for in the declaration. If **You** do not contact the selling agent or **Us** within 14 days of the date **You** receive this insurance policy **We** will assume that **You** accept the terms and conditions of this insurance policy and can make the declaration set out. This policy is only valid if **You** also have a Schedule of Cover and Validation Certificate showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid. The policy describes the cover provided for **You** and the conditions which **Your** cover depends on. **You** must keep the policy, Schedule of Cover and Validation Certificate and send them to **Us** if **You** make a claim. In return for the correct premium, Insurers will pay **You** or **Your** personal representative if **You** make a valid claim. **You** must keep to the terms, conditions and declaration of this insurance.

**Single Trip Insurance:** This insurance is designed to cover round trips departing and finishing at **Your** usual **Home** or business place in the United Kingdom. One-way trips of up to 17 days are restricted to the cover and conditions that would have applied as if **You** had arranged to return to **Your** usual Home or place of business in the United Kingdom. Cover is not operative in the country of **Your** final destination.

**Annual Multi Trip Insurance:** Covers **You** for any number of trips taking place during the dates of cover shown on the Validation Certificate. These trips must involve an **Outward** and **Return Journey** being completed during the maximum permitted trip duration of 31 days unless otherwise stated on the Validation Certificate. If the intended trip exceeds the maximum permitted trip duration it 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.

**Extension of Cover:** If **You** request any extension of the **Period of Insurance** after the commencement of travel **You** must advise **Us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this Policy.

## 11. RECIPROCAL HEALTH AGREEMENT – EU COUNTRIES

If **You** intend travelling to European Economic Area (EEA) country or Switzerland, **You** should either obtain from **Your** local Post Office European Health Insurance Card (EHIC) application pack or apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) which when completed will entitle **You** to certain free health arrangements in EEA countries and Switzerland. **You** should take the EHIC with **You** and make sure that wherever possible any medical treatment is provided at hospitals or by doctors working within the terms of the Reciprocal Healthcare Agreement unless the Medical Assistance Company agrees otherwise.

If **You** are admitted to a private clinic **You** will be transferred to a public hospital as soon as the transfer can be arranged safely. Private medical treatment costing in excess of £250 not specifically authorised by **Our** 24 hour Medical Assistance Company will not be insured by this policy.

## 12. CLAIMS YOUR DUTIES

- (a) **You** must advise **Us** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **Us** all such accounts and other documents as **We** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **Us** will not be paid.
- (b) **You** must give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence of which there may be liability under Section H of this Policy
- (c) **You** must inform the Police of all loss or theft of property

within 24 hours of discovery of such loss or theft and obtain a copy of the Police report in support of any claim.

- (d) If **Personal Possessions** or **Golfing** or **Ski Equipment** are lost or damaged whilst in the custody of a Carrier (i.e. Airline, Railway, Shipping Company, Bus Company. etc), **You** must notify such Carrier immediately and obtain a copy of their report.
- (e) **You** must at all times act in a reasonable manner to prevent or minimize a claim.

### 13. CLAIMS OUR RIGHTS

- (a) No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent
- (b) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **You** must give all such information and assistance as **We** may require
- (c) In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim, and **We** may at **Our** own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of death have a post mortem examination of **Your** body
- (d) **You** must supply at **Your** own expense a Doctor's certificate in the form required by **Us** in support of any medical related claim.

### 14. FRAUD

If any person makes any misrepresentation or concealment in obtaining this Policy or in support of any claim the insurance by this Policy will be void.

### 15. OTHER INSURANCES

**We** will not be liable in respect of any claim where the event leading to the claim is insured by any other existing Policy or Policies, except in respect of any amount beyond that which is payable under such other Policy or Policies.

### 16. PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to **Our** liability to make any payment.

### 17. JURISDICTION

This insurance shall solely be subject to English Law and the jurisdiction of the English courts.

### 18. DATA PROTECTION

**IGI Insurance Company Limited** will use the information supplied during the formation and performance of this Policy for policy administration, customer services, paying claims and fraud prevention. **IGI** may disclose this information to our service providers and both you and our agents for these purposes. We will keep this information for a reasonable period. Where sensitive personal data has been disclosed, including any medical or criminal record information, **IGI** will also use this information for the above purposes. **IGI** may also transfer certain information to countries that do not provide the same level of data protection as the UK for the above purposes. A contract will be in place to ensure the information transferred is protected. Individuals whose information has been supplied to **IGI** have a right to ask for a copy of that information and to have any inaccuracies corrected. **IGI** may record telephone calls to make sure it follows instructions correctly and for staff training purposes. When personal or sensitive data is supplied to **IGI** about third parties

other than the insured, both during the formation and performance of this policy, **IGI** assumes that those third parties consent to the supply of this information to **IGI**, to **IGI** processing this data, including sensitive personal data, and to the transfer of their information abroad. **IGI** will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

### WHAT TO DO IF YOU WISH TO MAKE A CLAIM

**You** will find on the Schedule of Cover details of the telephone number to contact in event of a claim.

### PLEASE NOTE FAILURE TO OBSERVE THE FOREGOING REQUIREMENTS WILL INVALIDATE ANY CLAIM.

Please keep this Travel Insurance Policy in a safe place and carry it with **You** when **You** go on **Your** Trip **CANCELLATION OR CURTAILMENT**.

If **You** cancel **Your** trip for medical reasons obtain a claim form. **Your** own medical practitioner should complete the Certificate on the reverse of the claim form. If the trip is **Curtailed** for medical reasons obtain a medical certificate from the treating Medical Practitioner in the locality where the incident occurred **You** must:

- Keep receipts or account for all expenses incurred
- In the event of Cancellation immediately notify the Tour Operator or the Travel Agency where **Your** trip was booked and obtain a cancellation invoice
- Telephone the claims number shown on the Schedule of Cover as soon as **You** know that there is a possibility of **Your** journey not taking place.
- Obtain authorisation from the 24 Hour Medical Emergency Service or from **Us** before incurring any expenses in **Curtailing Your** holiday.

### MEDICAL AND OTHER EXPENSES

PLEASE SEE WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY FOR CASES INVOLVING MORE THAN SIMPLE OUTPATIENT TREATMENT.

- **You** must keep receipts or accounts for all expenses incurred.
- **You** should pay the hospital/clinic/doctor for routine or simple out patient treatment and claim back on **Your** return to the United Kingdom. If **You** think the level of treatment is excessive or costs are likely to exceed £250 please consult the 24 Hour Medical Emergency Service for guidance.

### PERSONAL ACCIDENT

- Obtain a medical certificate from the treating Medical Practitioner.
- In the event of a death **We** will require a Death Certificate.

### DELAY

- Obtain a letter from the Airline, Railway Company or Shipping Line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

### PERSONAL POSSESSIONS & SPORTS EQUIPMENT

- For all loss or damage in transit claims, including delayed **Personal Possessions report** to the Airline, Railway or Shipping Line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.
- For all damage claims obtain an estimate for repairs.
- In all circumstances, **You** must retain receipts or vouchers for items lost or damaged as these will help **You** to substantiate **Your** claim.
- In the case of lost or misplaced **Personal Possessions** on the **Outward Journey**, **You** must produce receipts for the purchase of essential replacement items.

- **You** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **Your** Courier or Hotel/Apartment Manager whenever it is appropriate.

#### **MONEY, PASSPORTS, TICKETS or DOCUMENTS**

- **You** must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police report. Also report to **Your** Courier or Hotel Apartment Manager whenever it is appropriate.
- **You** must enclose confirmation from **Your** bank or bureau de change of the issue of foreign currency. In the case of Sterling **You** must produce documentary evidence.
- For a lost or destroyed Passport **You** need to supply **Us** with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the Passport.

#### **PERSONAL LIABILITY**

- **You** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
- **You** must give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section H of this Policy.

#### **LEGAL EXPENSES**

- **You** must notify **Us** within 180 days of the event giving rise to **Your** claim in respect of Legal Expenses.

#### **ALL OTHER SECTIONS**

- **You** must notify **Us** within 30 days of the event giving rise to **Your** claim with full documentary support.

#### **GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS**

We shall not be liable for:

1. Claims directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
2. Consequential loss of any kind
3. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising indirectly caused by or contributed to, by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
6. Claims arising directly or indirectly from **Your** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs.
7. Claims arising directly or indirectly from **Hazardous Pursuits** unless declared to **Us** and accepted by **Us** by written endorsement (an additional premium may be payable).
8. Any claim arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change.
9. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness

including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutual derivative or variations thereof however caused (unless declared to **Us** prior to effecting this insurance, please refer to the Medical Declaration.

10. Any **Excess** shown in the schedule.

11. Claims arising directly or indirectly from an act of **Terrorism**. This exclusion does not apply to Section B – Emergency Medical and Other Expenses except for any claims which are in any way caused or contributed by an act of **Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

**PLEASE NOTE THAT THE FOLLOWING SECTIONS OF COVER ONLY APPLY IF A SUM INSURED IS SHOWN IN THE SCHEDULE**

#### **SECTION A – CANCELLATION OR CURTAILMENT**

**What is covered:**

We will indemnify **You** for:

- (a) unused charges associated with **Your** trip that are not refundable and which were incurred before **Your** departure date if **You** have to cancel **Your** trip or
- (b) the extra cost of a one way airfare of a standard no greater than the class of journey on the **Outward Journey** or the applicable fee charged by the airline to change **Your** scheduled return date, and the unused non-refundable prepaid **Accommodation** costs and other land arrangements following **Curtailment** of **Your** trip as a result of any of the circumstances detailed below:

1. **Your** death, accidental bodily injury or illness, or that of a relative or a friend with whom **You** have arranged to travel or stay, or of **Your Close Relative** or of a **Close Business Associate**.

2. **You** or any person with whom **You** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law or for Military Service during the period of the trip.

3. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **You** intend to travel provided that such notice of redundancy is advised to **Us** within 14 days of its announcement.

4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the Police following burglary at such private dwelling occurring at any time after **We** have accepted this Insurance.

5. Cancellation or interruption of scheduled public transport consequent upon **Hijack** occurring during the **Period of Insurance**.

6. Reasonable additional travelling expenses incurred by **You** in returning to **Your** home address in the United Kingdom, where such return is urgently necessitated by the death, serious illness or severe injury of **Your Close Relative** or a **Close Business Associate** provided that such **Close Relative** or **Close Business Associate** is resident in the United Kingdom.

IN THE EVENT THAT **YOUR TRIP IS CURTAILED DUE TO YOUR ACCIDENT OR ILLNESS A DOCTOR AT THE RESORT OR THE NEAREST TOWN MUST CONFIRM THAT SUCH CURTAILMENT WAS MEDICALLY NECESSARY.**

ALL CURTAILMENT COSTS MUST BE AUTHORISED IN ADVANCE BY THE ASSISTANCE COMPANY OR BY **US**.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION A**

**What is not covered:**

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.  
*(see also the Exclusions applying to Sections A, B and C)*

## **SECTION B – EMERGENCY MEDICAL & OTHER EXPENSES**

### **What is covered:**

If **You** sustain actual bodily injury or suffer a new illness outside the United Kingdom **We** will indemnify **You** up to the amount stated in the Schedule against the following expenses which **You** necessarily incur outside the United Kingdom:

- 1. Necessary Medical Expenses** including hospital charges and in-patient treatment authorised by **Us** and ambulance charges for conveyance to hospital. Dental treatment up to the limit shown in the schedule is included only for the alleviation of sudden pain, and does not apply to the provision of dentures or artificial teeth and work involving the use of precious materials.
- 2. Reasonable additional travelling expenses** in returning to **Your** home address in the United Kingdom and reasonable additional **Accommodation** expenses for **You** and one relative or friend required on medical advice and authorised by **Us** and **Our** Assistance Company to remain with or to travel with **You**.
- 3.** The expense of a qualified medical attendant or other person authorised by **Us** required on medical advice to escort **You** home
- 4.** The cost of returning **Your** body or ashes to **Your** home address in the United Kingdom. This cover includes the cost of a standard transportation container but does not include the cost of an ornamental casket or urn and must be authorized by the Assistance Company. Alternatively we will pay the cost of burial abroad in the country where death occurs up to a maximum limit of £2,000.
- 5.** If **You** sustain actual bodily injury or suffer a new illness outside the United Kingdom during the **Period of Insurance** resulting in admission to a hospital overseas as an in-patient **We** will pay **You** a daily benefit for each complete 24 hours **You** are hospitalised up to a maximum stated in the Schedule.

### **UNITED KINGDOM TRIPS ONLY:**

If **You** sustain actual bodily injury or suffer illness whilst on a trip within the United Kingdom **We** will indemnify **You** up to £1,000 against expenses **You** necessarily incur inside the United Kingdom for cover operative in so far as paragraph 2, 3 and 4, (transportation of remains not burial) are concerned.

### **SPECIAL PROVISIO TO SECTION B**

In accepting the cover provided by Section B **You** have given **Us** or **Our** Assistance Company permission to approach **Your** United Kingdom General Practitioner for details of **Your** medical records in the event **You** require any form of in-patient treatment following a medical emergency whilst outside the United Kingdom.

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION B**

### **What is not covered:**

- 1.** Expenses which **You** incur in **Your** normal country of residence (other than 2, 3 or 4 above for United Kingdom trips only).
- 2.** Any surgery or MRIS, CT scans or invasive procedure including but not restricted to cardiac catheterisation or organ transplants unless pre-approved by the Assistance Company prior to it being performed.
- 3.** Any in-patient hospital treatment or treatment costs in excess of £250 or additional travelling expenses not specifically authorised by **Us** or **Our** Assistance Company.
- 4.** Any expense which **You** incur more than twelve months after the occurrence of the injury or illness to which the claim refers.
- 5.** Any expense which is not usual, reasonable or customary for the medical services and/or supply.
- 6.** Any expense for non-essential or ongoing treatment or where treatment can be reasonably delayed until **You** are returned to the United Kingdom or for the cost of a single bed ward unless authorized by the Assistance Company detailed below for medical reasons only or for the service of a chiropractor, chiropodist or osteopath or for non-medical costs.

7. Any private medical treatment carried out in countries operating a reciprocal health care agreement with the UK unless specifically authorised by Our 24 Hour Medical Assistance Company and only in circumstances where a transfer to a public hospital is impossible.

*(see also the Exclusions applying to Sections A, B and C)*

## **SECTION C – PERSONAL ACCIDENT**

### **What is covered:**

If **You** sustain bodily injury caused solely by accidental, violent, external and visible means and such bodily injury solely and directly results within twelve months in **Your** death or disablement, **We** will pay to **You** the benefits shown in the Schedule in accordance with the following items:

Item 1 - Death

Item 2 - Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

Item 3 - Permanent total disablement resulting in **Your** permanent and absolute inability to attend to any profession, business or gainful occupation of any and every kind

### **Provided that:**

- (1)** if **You** are under 16 years of age the benefit under Items 1, 2 & 3 is limited to the amount shown in the Schedule
- (2)** if **You** are aged 65 years or over Items 1, 2 & 3 is limited to the amount shown in the Schedule

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION C**

### **What is not covered:**

No compensation will be payable:

- 1.** Under more than one of items 1, 2 or 3 and on payment of a claim under any one of these items all liability under this Section will cease in so far as **You** are concerned.
  - 2.** In respect of claims arising from any medical condition or treatment or illness or disease.
- (see also the Exclusions applying to Sections A, B and C).*

## **EXCLUSIONS APPLYING TO SECTION A, B & C**

### **What is not covered:**

#### **Claims arising from:**

- 1.** All pre-existing medical conditions or if **You** awaiting or undergoing treatment or **You** are undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis or test results or any condition that could reasonably require medical treatment during the **Period of Insurance** (please refer to the Medical Declaration).
- 2.** Travel arrangements made or undertaken:
  - (i)** against the advice of any Registered Medical Practitioner
  - (ii)** for the purpose of obtaining medical treatment abroad
- 3.** **Your** intentional self-injury or suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
- 4.** The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner), or substance or solvent abuse or venereal disease.
- 5.** Emotional, psychological or psychiatric disorder, or whilst suffering from any condition of anxiety, stress or depression unless same results in admission to a hospital as an in-patient and is not a pre-existing condition (please refer to the Medical Declaration)
- 6.** **You** engaging in any **Hazardous Pursuits** (unless declared to and accepted by **Us**).
- 7.** Claims arising from pregnancy where the period of the trip terminates less than 16 weeks before the date of delivery as estimated by a Hospital or Registered Medical Practitioner. However where the insurance has been effected prior to confirmation of the pregnancy by such Hospital or Registered Medical practitioner and in the event of **You** effecting immediate

cancellation of the trip upon receipt of such confirmation **We** will indemnify **You** under Section A.

8. Claims arising from elective and invasive procedures including cosmetic surgery and body piercing and tattoos.

9. Claims arising from any loss associated with **You** being denied boarding or right of passage by any airline or other carrier.

#### **SECTION D – TRAVEL DELAY & MISSED DEPARTURE**

##### **What is covered:**

1. If as a direct result of the outbreak of **Strike** or **Industrial Action** or weather conditions affecting scheduled public transport which has been the subject of **Advanced Booking** by **You**, or mechanical or electrical breakdown of motor transport or train or aircraft or watercraft which has been the subject of **Advanced Booking** by **You** occurring after the date of commencement of cover, the departure time of the **Outward Journey** or **Return Journey** takes place more than 12 hours after the departure time appearing on **Your** ticket, **We** will indemnify **You** as shown below:

(i) Delay Compensation - An amount as stated in the Schedule  
(ii) Cancellation Compensation - If **You** elect to cancel the **Outward Journey** after a delay exceeding 24 hours as described above **We** will indemnify **You** in respect of irrecoverable travel or accommodation deposits or charges paid or contracted to be paid under Section A.

2. If **You** miss **Your** booked departure due to late arrival at the point of international departure caused by accident or electrical or mechanical breakdown to the conveyance in which **You** are travelling, or to exceptional and unforeseeable traffic conditions, in the course of:-

(a) **Your** direct journey to the point of international departure immediately prior to commencement of the **Outward Journey** from the United Kingdom, or

(b) **Your** direct journey to the point of international departure immediately prior to commencement of the **Return Journey** to the United Kingdom **We** will pay up to the limit stated in the Schedule for additional travel charges which **You** necessarily and reasonably incur in the purchase of a ticket for an alternative journey

##### **Provided that:**

1. Any payment **We** make in respect of 1 (i) Above for delays in the **Outward Journey** will be deducted from any subsequent payment made under 1 (ii).

2. In respect of 1 above **You** must check-in according to the itinerary provided by the Tour Operator or Carrier, and obtain written confirmation of the delay from such Tour Operator or Carrier.

3. Compensation as described in 1 (ii) above is only payable in respect of delays on the **Outward Journey** from the United Kingdom.

4. **You** must produce independent evidence in writing to support any claim.

5. **Our** limit of liability under 1 (ii) will not exceed the amount stated in the Schedule for Section A Cancellation.

6. In respect of 2 above **You** must take all reasonable steps to arrive at the departure point at or before the recommended check in time and have allowed sufficient time for **Your** journey.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION D**

##### **What is not covered:**

1. circumstances which could reasonably have been anticipated at the date this insurance was effected.

2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.

3. Any **Excess** shown in the Schedule for item 1 (ii).

#### **SECTION E – PERSONAL POSSESSIONS**

##### **What is covered:**

**We** will indemnify **You**

1. For loss of or theft of or damage to **Personal Possessions** belonging to **You** up to the amount stated in the Schedule (no single article being insured for more than the limit shown. A camera or camcorder with all accessories, a bracelet or necklet with any attachment and any similar set or pair of items will be considered as one article).

2. For loss of or theft of or damage to **Sports Equipment** belonging to **You** up to the amount stated in the Schedule (no single article being insured for more than the limit shown).

3. The cost of necessary purchase of replacement clothing and toiletries if **You** are temporarily deprived of **Your Personal Possessions** on the **Outward Journey** for a period of more than 12 hours from the time of arrival at **Your** destination due to their delay or misdirection in delivery up to the amount stated in the Schedule under Delayed Baggage.

##### **Provided that:**

1. **You** take all reasonable precautions for the safety of the property insured.

2. **Our** liability in respect of **Valuables** is limited to a total amount shown in the schedule.

3. Any claims payment made in respect of temporary deprivation of **Personal Possessions** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **You** must keep receipts for all replacement purchases.

4. **You** must supply at **Your** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if **We** so require.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION E**

##### **What is not covered:**

1. Loss or damage arising from wear and tear or depreciation or deterioration or any process of cleaning or repairing or restoring or atmospheric or climatic conditions or moth or vermin or electrical or mechanical breakdown or derangement.

2. Loss of or theft of or damage to contact or corneal lenses, prescription or sunglasses over £75 in value, dentures, hearing aids, mobile telephones, samples or merchandise or property used in connection with **Your** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, pictures, **Sports Equipment** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature.

3. Loss of or damage to property shipped as freight or under a bill of lading.

*(see also the Exclusions applying to Sections E, F and G).*

#### **SECTION F - MONEY**

##### **What is covered:**

**We** will indemnify **You** up to the amount stated in the Schedule in respect of accidental loss or theft of **Money** whilst on **Your** person or whilst in a safety deposit box within a hotel or bank or whilst in **Your** securely locked accommodation under **Your** control.

##### **Provided that:**

1. **You** take all reasonable precautions for the safety of the property insured.

2. **You** must supply at **Your** own expense a Statutory Declaration regarding any claim arising under this section of the Policy if so required.

3. **Our** limit of liability in respect of cash being carried on any one person is £250 (for persons aged under 16 years the loss of cash limit is £125).

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION F**

### **What is not covered:**

1. Shortages of **Money** due to error or omission or depreciation in value or currency transfers costs.

*(see also the Exclusions applying to Sections E, F and G)*

## **SECTION G – PASSPORT, TICKETS & DOCUMENTS**

### **What is covered:**

**We** will indemnify **You** up to the amount stated in the Schedule for:-

- (a) 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
- (b) the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following accidental loss or theft

## **EXCLUSIONS APPLYING TO SECTIONS E, F & G**

### **What is not covered:**

1. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities

2. 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

3. Loss of or theft of

- (a) **Valuables, Passports** or **Money** from an **Unattended** vehicle at any time
- (b) Other property insured from an **Unattended** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle, but in any event excluding all property insured whilst left in an **Unattended** motor vehicle between 2000 hours and 0800 hours local time, other than motor homes or caravans which are being occupied by **You** as **Your** holiday accommodation

4. Theft of property left **Unattended** other than as provided above or whilst in **Your** securely locked accommodation.

5. Loss of or theft of **Valuables** or **Money** whilst in a suitcase or holdall or bag or similar receptacle outside **Your** immediate control.

## **SECTION H – PERSONAL LIABILITY**

### **What is covered:**

**We** will indemnify **You** against all sums up to the amount stated in the Schedule which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Insurance** resulting in:

1. Bodily injury, death or disease to any person not being a member of **Your Family** or household or in **Your** service.

2. Damage to property not

- (i) Belonging to **You** or in the charge of or under the control of **You** or a member of **Your Family** or household or of a person in **Your** service **N.B.** For accidental damage to rented accommodation **We** will pay up to £100,000 for a single incident which **You** are legally responsible for. The indemnity provided by this Section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **You** with **Our** written consent. In the event of **Your** death **Your** personal representative will receive the benefit of the cover granted by this section.

## **SPECIFIC EXCLUSIONS APPLYING TO SECTION H**

### **What is not covered:**

1. Claims arising:

- (i) directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, motorised or electrically propelled water-borne craft, sailing vessels, wind surfers, mechanically or electrically propelled vehicles or conveyances or attached trailers and lifts
  - (ii) directly or indirectly out of the ownership, possession or use of animals or firearms
  - (iii) from any **Hazardous Pursuit**
  - (iv) directly or indirectly out of or incidental to **Your** business or trade or profession including voluntary work or any form of child minding
  - (v) out of actions between persons insured by **Us**
  - (vi) directly or indirectly out of **Your** ownership possession or control of any land or buildings
  - (vii) out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract
  - (viii) directly or indirectly due to an infectious disease
2. Any **Excess** shown in the Schedule for 2 above.

## **SECTION I - LEGAL EXPENSES**

Definitions which only apply to this Section **Appointed Lawyer** - The lawyer or other suitably qualified person, who has been appointed to act for **You** under conditions 2 to 8 of this section.

**Legal costs** - All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the opponent's costs in civil cases if **You** have to pay them, or pay them with **Our** agreement.

**Date of the Incident** - The date the incident happened that may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of the incident is the date of the first of these events.

**Insured incident** - An event which causes the death of, or bodily injury to, **You**.

### **What is Covered:**

Under this section, **We** will negotiate for **Your** legal rights after an **Insured Incident**. **We** will also help in appealing or defending an appeal. If **You** use an **Appointed Lawyer**, **We** will pay the legal costs for this. The most **We** will pay for all claims for an **Insured Incident**, resulting from one or more event arising at the same time or from the same cause is shown in the Schedule of Maximum Sums Insured. **We** agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which **We** agree to;
- in civil claims, it is always more likely than not that **You** will recover damages (or other legal remedy) or make a successful defence; and
- the **Insured Incident** happens during the **Period of Insurance**.

*As well as the general conditions, the following exclusions and conditions apply*

### **What is not covered:**

1. Any claim reported to **Us** more than 180 days after the date **You** should have known about the Insured Incident.
2. Any legal costs incurred before **We** agree to pay them.
3. Any claim relating to a) any illness that develops gradually or is not caused by a specific or sudden accident; b) **You** driving a motor vehicle for which **You** do not have valid motor insurance; c) an application for Judicial Review.
4. Defending **Your** legal rights but defending a counter claim is covered.
5. Any disagreement with **Us** that is not in condition 17 of this section.
6. Any legal action **You** take which **We** or the **Appointed Lawyer** have not agreed to or where **You** do anything that hinders **Us** or the **Appointed Lawyer**.

7. Any legal action against the travel agent, tour operator, carrier, any of the Insurers listed on this policy or their agents.
8. Fines, damages or other penalties which **You** are ordered to pay.

#### **Conditions:**

**You** must do the following:

1. Send everything **We** ask for in writing and give **Us** full details of any claim, and any information **We** need, as soon as possible.
2. **We** can take over and conduct, in **Your** name, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed. **We** can negotiate any claim on **Your** behalf.
3. If **We** agree to start legal proceedings and **You** have to be represented by a lawyer, or if there is a conflict of interest, **You** can choose an **Appointed Lawyer** by sending **Us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If **You** and **We** disagree over the choice of **Appointed Lawyer**, another lawyer can be appointed to decide the matter (see condition 17).
4. Before **You** choose a lawyer, **We** can appoint an **Appointed Lawyer**.
5. **We** will appoint an **Appointed Lawyer** to represent **You** according to **Our** standard terms of appointment. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
6. **We** will have direct contact with the **Appointed Lawyer**.
7. **You** must co-operate fully with **Us** and the **Appointed Lawyer** and must keep **Us** up-to-date with the progress of the claim.
8. **You** must give the **Appointed Lawyer** any instructions that **We** ask for.
9. **You** must tell **Us** if anyone offers to settle the claim.
10. If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further legal costs.
11. **You** must not negotiate or agree to settle a claim without **Our** approval.
12. **We** may decide to pay **You** the amount of damages that **You** are claiming or is being claimed against **You** instead of starting or continuing legal proceedings.
13. If **We** ask, **You** must tell the **Appointed Lawyer** to have legal costs taxed, assessed or audited.
14. **You** must take every step to recover legal costs that **We** have to pay and must pay **Us** any legal costs that **You** recover.
15. If **Your Appointed Lawyer** refuses to continue acting for **You** or if **You** dismiss **Your Appointed Lawyer**, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
16. If **You** stop a claim without **Our** agreement, or do not give suitable instructions to **Your Appointed Lawyer**, the cover **We** provide will end at once.
17. If **We** and **You** disagree about the choice of **Appointed Lawyer**, or about how a claim is handled. **We** and **You** can choose another lawyer to decide the matter. **We** and **You** must both agree to this in writing. If **We** cannot agree with **You** about the choice of second lawyer, **We** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

#### **SECTION J – WITHDRAWAL OF SERVICES**

##### **What is covered:**

**We** will pay **You** a benefit as stated if **You** suffer **Withdrawal of Services** continuously for at least 60 hours during **Your** trip up to the maximum stated in the Schedule.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION J**

##### **No benefit will be payable:**

1. Where this policy is issued within 4 weeks of the departure date of **Your** trip.
2. For a Strike or Industrial Action existing at the date **Your** trip was booked.
3. For services which were not part of **Your** pre-paid package deal.

4. Unless supported by written confirmation from the tour operator or hotel to substantiate **Your** claim.

#### **SECTION K - HIJACK**

##### **What is covered**

If **You** are prevented from reaching **Your** scheduled destination as a result of **Hijack** of the aircraft or ship in which **You** are travelling, **We** will pay **You** for each full 24 hours of delay up to the maximum stated in the Schedule.

##### **Provided that:**

1. Compensation is only payable if no claim is made under Section A Cancellation or Section D Travel Delay.
2. **You** must produce independent evidence in writing in support of any claim.

#### **SECTION L – SCHEDULED AIRLINE 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.

##### **What is covered:**

**We** will indemnify **You** for Irrecoverable Loss of

- (a) 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**
- (b) 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

#### **EXTENSION TO SECTION L – DYNAMIC PACKAGING PROTECTION**

Provided **You** have paid the appropriate premium the cover provided by Section N will be extended to cover **Irrecoverable Loss** as a result of **Insolvency or Financial Failure** of any company providing **You** with 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:

- (a) short let holiday accommodation including hotels
- (b) car hire
- (c) ferry operators
- (d) coach operators
- (e) train operators

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

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION L**

##### **What is not covered:**

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 Certificate of Insurance 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.

#### **SECTION M - WINTER SPORTS EXTENSION**

This cover is provided only if **You** are under 65 and have paid the premium required. Below are the details of Winter Sports cover provided by this extension:

##### **WINTER SPORTS**

1. **You** will be covered under all sections for the following winter sports: cross country skiing, curling, downhill skiing/snowboarding and ice-skating. Skiing and snowboarding off-piste is covered provided **You** are skiing within the boundaries of a recognised resort area designed for public use and are not skiing in areas marked out of bounds or hazardous by the piste authorities. Heli skiing is only covered as part of a pre-paid excursion led by professional guides. Tobogganing and snowmobiling are covered under sections A, B & C but **We** will not cover any claims under any other section resulting from any bodily injury or damage to property that may arise from **Your** use of sledges, skidoos or powered vehicles of any kind. No cover is provided for any form of ski racing, ski jumping, ice hockey or any other hazardous or extreme sports not specifically listed above.

2. **You** are not covered for winter sports equipment under section E (Personal Possessions) of this travel policy. Please see below for details of winter sports equipment cover.

3. Ski lift passes are included in the cover provided by section F & G

(**Money and Documents**) of this travel policy. The following extra cover up to the maximum limits shown in the schedule is also included in the Winter Sports Extension:-

#### **SECTION M1 WINTER SPORTS EQUIPMENT**

##### **What is covered:**

1. If **Your** snowboard or skis (including bindings) boots and poles are lost, destroyed or stolen, **We** will pay **You** up to the limit shown in the schedule subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s)

80% under 6 months old

60% over six months old and less than one year.

50% over one year old and less than two years.

40% over two years old and less than three years.

30% over three years old and less than four years.

20% over four years old and less than five years.

10% if over five years.

2. **You** will be covered for repair costs up to the values shown above if **Your** snowboard or ski equipment is damaged.

3. If **Your** hired equipment is lost, stolen or damaged **We** will pay up to £100 for replacement or repair if **You** are held responsible.

#### **SECTION M2 - WINTER SPORTS EQUIPMENT HIRE**

##### **What is covered:**

If **Your** own equipment is lost, stolen or damaged after commencement of the **Outward Journey**, **You** will be covered for the reasonable cost of hiring a snowboard or skis (including bindings), boots and poles during **Your** trip up to the limit shown in the schedule.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTIONS M1 AND M2**

##### **What is not covered:**

1. **You** are not covered for the following

- (a) Loss of, theft of or damage to **Your** winter sports equipment 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 carrier straight away, **You** must do so in writing within seven days
- (b) Loss or theft of **Your** winter sports equipment at any other time if **You** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them
- (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
- (d) Loss of or theft of or damage to property left in or on a vehicle overnight

2. **You** are not covered for claims for which **You** receive compensation from someone else.

3. **You** are not covered for more than the limit shown in the schedule for any one snowboard or pair of skis (including bindings), boots or poles.

##### **Conditions:**

1. **You** must take proper care of **Your** belongings and act as if **You** did not have this insurance policy.

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

#### **SECTION M3 - SKI PACK (LESSONS, HIRE, LIFT PASS)**

##### **What is covered:**

If **You** fall ill or are injured during the trip and **We** accept a valid claim under Section B (Medical Expenses), **You** will be covered for the proportional costs of the part of the ski pack which **You** cannot use. Ski pack expenses are limited to irrecoverable pre-paid costs for ski lessons, ski equipment hire and lift passes incurred prior to the date of the illness or injury that gave rise to the claim.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION M3**

##### **What is not covered:**

**You** are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses).

#### **SECTION M4 - PISTE CLOSURE**

##### **What is covered:**

This cover is only available for holidays starting after **1st January** and ending before **1st April**. If adverse weather conditions cause the total closure of all ski facilities for more than one day at the resort **You** are booked into, **You** will be covered for a daily benefit up to the limits shown in the schedule for reasonable additional transport costs and lift hire costs to enable **You** to ski in a different resort. If it is not possible to arrange transport to a different resort, **You** will receive the daily benefit for each whole day's skiing lost.

#### **SPECIFIC EXCLUSIONS APPLYING TO SECTION M4**

##### **What is not covered:**

1. **You** will not be covered for any amount **You** can get back from someone or somewhere else.

2. **You** will not be covered if **You** booked the trip within 14 days of going on the trip.

#### Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all skiing facilities at **Your** resort.
2. Cover will only apply if **Your** resort area has ski facilities above 1600 metres.
3. **You** must get written confirmation from the appropriate piste authority to confirm that all pistes were closed or that it was not possible to travel to another resort.

#### SECTION M5 - AVALANCHE CLOSURE

##### What is covered:

If **Your** arrival at, or departure from, **Your** resort is delayed for more than 12 hours due to avalanche, landslide or landslip, **You** will be covered for reasonable extra travel and accommodation expenses up to the limits shown in the schedule for each full 24 hours that **You** are delayed.

#### SPECIFIC EXCLUSIONS APPLYING SECTION M5

##### What is not covered:

1. **You** will not be covered if the tour operator pays for **Your** extra travel and accommodation costs.
2. If **You** receive compensation from someone or somewhere else, **We** will take this off **Your** claim.

#### 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 the agent who sold this policy to **You** in the first instance.

If **Your** complaint is regarding a claim, in the first instance write to the Claims Manager at the claims service detailed on the Travel Insurance Schedule.

If **Your** complaint is not resolved to **Your** satisfaction or if **Your** complaint is not regarding a claim, **You** should write to the Managing Director, All Seasons Underwriting Agencies Ltd (ASUA) 6-8 Fenchurch Buildings, Fenchurch St, London EC3M 5HT. ASUA are Authorised and Regulated by the Financial Services Authority. Reg. No. 308488.

If **Your** complaint is not resolved to **Your** satisfaction by ASUA then **You** should write to: Managing Director. IGI Insurance Company Limited. Market Square House, St James's Street, Nottingham. NG1 6FG. Reg. No. 1229676. Regulated by the Financial Services Authority.

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. **We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim.

Further information is available from the Financial Services Authority or the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or on 020 7892 7300. **You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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.

#### SCHEDULE OF COVER AND LIMITS OF INDEMNITY PER INSURED PERSON

Sect'	Cover	Max Sums Insured Per Person	Excess
A	Cancellation or Curtailment	Up to £5,000	£250
B	Emergency Medical Repatriation & Other Expenses Including Dental Treatment Limit Hospital Confinement Benefit	Up to £5,000,000 in total £250 £50 per 24 hrs up to a maximum of £1000 in total	£250 £250 Nil
C	Personal Accident Item 1 Item 2 Item 3	£25,000 £25,000 Nil	Nil
D	Travel Delay  Abandonment after 24 hours Missed Departure	£25 first 12 hours, £25 each additional 12 hours up to a maximum of £250 in total Up to £5,000 Up to £1,000	Nil £100 £100
E	Personal Possessions including: Single Article/Pair/Set Limit Total Valuables Limit Spectacles/Sunglasses Limit Delayed Baggage (excess of 12 hours)	Up to £1,500 in total £500 £500 £75 £250	£100 Nil
F	Personal Money (Cash limit carried on any one insured person £250)	Up to £1,000	£100
G	Passport, Ticket & Documents	Up to £500	£100
H	Personal Liability including Rented accommodation limit	£2,000,000 £100,000	£250
I	Legal Expenses	Up to £25,000	Nil
J	Withdrawal of Services	£100 after 24 hours, £50 each additional period of 24 hours up to a maximum of £600 in total	Nil
K	Hijack	£100 for each 24 hours up to a maximum of £500 in total	Nil
L	Financial Failure of travel or accommodation providers. (insured by Independents' Advantage Insurance Company Ltd)	Up to £3,000	Nil

#### WINTER SPORTS EXTENSION

(ONLY APPLICABLE IF ADDITIONAL PREMIUM HAS BEEN PAID)

M	Winter Sports Extension		
M1	Winter Sports equipment including Single Article/Pair/Set Limit	Up to £500 £250	£40
M2	Winter Sports equipment hire including Daily Limit	Up to £250 £50	£40
M3	Ski Pack	Up to £400	Nil
M4	Piste Closure including Daily Limit	Up to £500 £25	Nil
M5	Avalanche Closure including Daily Limit	Up to £500 £25	Nil

POLICY EXCESSES ARE APPLIED ON A PER PERSON PER CLAIM BASIS

#### USEFUL CONTACT NUMBERS

Contact the Health Check line to declare a Pre-Existing Medical Condition:	Tel: 0844 826 2700
If you need 24 Hour Emergency Medical Assistance abroad or need to Curtail your trip contact:	Tel: +44 (0) 8700 662 715 Fax: +44 (0) 8700 662 716
If you need a Claim Form contact:	Tel: 0844 826 2644 Fax: 0844 826 2645