

TRAVEL INSURANCE POLICY WORDING





Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travelers regardless of age or medical history. We aim to help all travelers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise You keep Your Policy documents in a safe place in case You need assistance or need to make a claim. Your documents can also be accessed securely via www.justtravelcover.com online portal 24 hours per day.

If you have any questions or queries, please do not hesitate to contact Us on any of the numbers below:

Before you travel:

Customer Service: Sales: Email: 0333 003 0021 0800 294 2969 admin@justtravelcover.com

While you are away:

24 Hour Medical Emergency Assistance: +44 (0) 203 819 7170

Please contact the Medical Emergency Assistance Company immediately and within 24 hours in the event of a medical emergency or if Your outpatient treatment is likely to cost more than £500.

When you return:

Claims:

01702 553443

www.submitaclaim.co.uk/jus

Please note: This is a travel insurance policy and not private medical insurance and does not provide cover for procedures that can be carried out in Your Home Country after repatriation, or any medical expenses incurred in private facilities if a medically suitable State facility is available unless specifically agreed and authorised by the Medical Emergency Assistance Company.

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IMPORTANT FEATURES OF YOUR TRAVEL INSURANCE

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

INSURANCE POLICY

This is **Your** travel insurance **Policy** and it contains full details of the cover provided plus the conditions and exclusions which apply for each **Insured Person**. You must read this insurance **Policy** and attaching **Policy Schedule** carefully. **Your Policy** wording sets out in full details of the cover provided and is only valid if attached to a **Policy Schedule** showing the sums insured and limits of the insurance provided and detailing the premium, geographical area, **Period of Insurance** cover and **Insured Person(s)**.

Your Policy Schedule is a very important document and You should check that all the information contained within the document is correct before You travel and take it with You when travelling.

The Policy covers all persons named on the Policy Schedule for whom the premium has been paid.

You are required to take reasonable care to ensure You tell Us of any Information We ask for and which could affect this insurance. If You do not, You may not be fully covered and this may result in Us refusing a claim, or only paying part of a claim, or We may cancel Your insurance Policy. If You are unsure whether We need to know a particular fact, please contact JustTravelcover.com on 0333 0030021.

Claims arising from alcohol - We do not expect You to avoid alcohol during Your trip, but We will not cover any claim arising from excessive alcohol consumption, by which We mean where You have drunk so much alcohol that a **Doctor** has stated that Your alcohol consumption has caused or actively contributed to Your injury or illness, the results of a blood test at the time of injury or illness shows that Your blood alcohol level exceeds 0.19% that is approximately 1.5 litres of beer or four 175ml glasses of wine; a witness report of a third party that has advised that You have notably impaired Your faculties and/or judgment. Please refer to the General Exclusions on pages 32 and 33.

Foreign, Commonwealth & Development Office (FCDO) Advice

This insurance **Policy** will <u>not</u> cover **You** to travel to a country where the Foreign, Commonwealth & Development Office (FCDO) have advised against all (or all but essential) travel. It is **Your** responsibility to check the latest advice from the FCDO prior to commencing **Your Trip**, which **You** can find at https://www.gov.uk/foreign-travel-advice.

This is not a private medical insurance policy and is only designed to cover You for emergency treatment

This is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred, unless these have been specifically agreed and authorised by the **Medical Emergency Assistance Company** as part of a medical emergency covered by this **Policy**.

This **Policy** is only designed to cover **You** for emergency treatment. Emergency treatment means unforeseen and unplanned treatment that is needed for the sudden onset of an acute condition, which for medical reasons and in the opinion of **Our Medical Emergency Assistance Company**, cannot be delayed until **You** return to the **United Kingdom** and could be undertaken in the **United Kingdom** if **You** were to return **Home** (at **Your** own cost). The decision of the **Medical Emergency Assistance Company** is final.

An acute condition means: A disease, illness or injury that is likely to respond quickly to treatment which aims to return **You** to the state of health **You** were in immediately before suffering the disease, illness or injury, or which leads to **Your** full recovery.

Claims for reimbursement of costs

This insurance **Policy** will only respond to claims for **Irrecoverable Costs** once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs – **You** should, in the first instance, contact **Your** tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund in the current circumstances is legally due.

IMPORTANT INFORMATION

We draw Your attention to the exclusions detailed in the 'General Exclusions' section, in particular, exclusions 39 & 40, as this Policy will NOT provide cover for any claims directly or indirectly related to a Pandemic and/or Epidemic, including but not limited to Coronavirus.

<u>Please note</u>: General exclusion 39 relates to all sections of cover, whilst general exclusion 40 applies to all sections of cover with the exception of Section 1 -Cancellation of Trip, Section 2 – Curtailment, Section 3 – Emergency Medical and Repatriation Expenses, Section 27 – End Supplier Failure and Section 28 – Travel Dispute.

Please be aware, there is no cover under this **Policy** if **You** are advised to quarantine or **You** choose to self-isolate due to a person **You** have come into contact with having **Coronavirus**.

ELIGIBILITY

This **Policy** is only available to **You** if:

- You are permanently resident in the United Kingdom and have Your main Home in the United Kingdom;
- You have been in the United Kingdom for a minimum of six (6) months in the year prior to purchasing this Policy;
- You are registered with a Doctor in the United Kingdom;
- You have a UK National Insurance number (where aged sixteen (16) years of age or older);
- You are in the United Kingdom at the time of purchasing this Policy. Any Trip that has begun when You purchase this insurance will not be covered;
- You are not travelling against medical advice or where You would have been if You had sought medical advice before beginning Your Trip;
- You are not travelling with the intention of receiving medical treatment;
- Your Trip starts and ends in the United Kingdom.

ANNUAL MULTI TRIP

This insurance **Policy** is not available to anyone over the age of seventy-five (75) at the date of purchase where an Annual Multi Trip **Policy** has been selected. Children who are seventeen (17) years of age or under, are only entitled to travel separately to the main **Insured Person** if they are travelling with a relative, guardian or person with a legal duty of care, such as a school teacher if on a school trip.

SINGLE TRIP

There are no upper age limits for Single Trip policies when travelling within the **United Kingdom**, **Europe** or **Worldwide**, excluding USA, Canada, the Caribbean and Mexico. Travel to **Worldwide**, including USA, Canada, the Caribbean and Mexico is restricted to age seventy-nine (79) at date of purchase. Children who are seventeen (17) years of age or under, are only insured when accompanied by a relative, guardian or person with a legal duty of care, such as a school teacher if on a school trip.

If You reach the maximum age during the Period of Insurance, cover will continue until the expiry of the Policy.

MAXIMUM PERIOD OF INSURANCE

Single Trip policies

Three hundred and sixty-five (365) days

Annual Multi-Trip policies

Any number of Trips in the Policy year but with a limit of 21, 31, 45, 61 or 93 days for any one Trip. Refer to Your Policy Schedule for full details of duration.

CONDITIONS, EXCLUSIONS AND WARRANTIES

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

CRUISES

There is no cover provided for **cruises** unless **You** have paid the appropriate additional premium and cover is shown on **Your Policy Schedule**. In any event there is no cover for cargo or container ship travel.

FRAUDULENT CLAIMS

If any claim made under this **Policy** is in any respect fraudulent or if any fraudulent means are used to obtain benefit by **You** or anyone acting on **Your** behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, **You** will not be entitled to any benefit under this **Policy** in respect of that claim and this insurance will thereafter become invalid.

PROPERTY CLAIMS

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

POLICY LIMITS

Each section of Your Policy has a limit on the amount We will pay under that section. Some sections also include other specific limits, for example: for any one item or for Valuables in total. You are advised to check Your Policy document if You intend taking expensive items with You.

POLICY EXCESSES

Under most sections of **Your Policy**, claims will be subject to an **Excess**. This means that **You** will be responsible for paying the first part of the claim. The amount **You** have to pay is set out in the **Schedule of Cover & Limits**.

REASONABLE CARE

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

COMPLAINTS

Your insurance Policy contains a Complaints Procedure which tells You what steps You can take if You wish to make a complaint.

CANCELLATION OF YOUR POLICY

Important - Applicable to all policies:

We will not refund the premium if You have travelled on the Policy, or if You have made or if You intend to make a claim or an incident has occurred which is likely to give rise to a claim.

To cancel **Your Policy**, **You** must contact JustTravelcover.com by phoning 0333 003 0021 or by emailing admin@justtravelcover.com or by writing to JustTravelcover.com, Victoria House, Toward Road, Sunderland SR1 2QF.

If You wish to cancel the policy within the 14-day cooling off period

If You decide this Policy is not suitable for You and You want to cancel Your Policy, You must contact JustTravelcover.com within fourteen (14) days of buying the Policy or the date You receive Your Policy documents. Any premium already paid will be refunded to You in full.

If You wish to cancel the policy outside the 14-day cooling off period

For single trip policies:

If You cancel the Policy at any time after the fourteen (14) day cooling off period, You will be entitled to a refund of the premium paid, subject to a deduction of 30% for the cancellation cover You have received.

For annual multi trip policies:

If cover has started, You will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below:

Period of cover:	Refund due:
If cover has not started	100%
Up to two (2) months	60%
Up to three (3) months	50%
Up to four (4) months	40%
Up to five (5) months	30%
Up to six (6) months	25%
Six (6) months or over	No refund

Our right to cancel the Policy

We have the right to cancel this **Policy** by giving at least thirty (30) days' notice in writing to the **Policyholder** at their last known address where **We** have serious grounds for doing so, including any failure by **You** to comply with the conditions on page 32 of this **Policy** which is incapable of remedy or which **You** fail to remedy within fourteen (14) days of receiving a notice from **Us** requiring **You** to remedy the breach. A proportionate refund of the premium paid will be made to the **Policyholder** from the date **We** cancel the **Policy**.

HAZARDOUS SPORTS AND ACTIVITIES

Your Policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing Illness. Please see the list of Hazardous Pursuits on pages 15 and 16 of this Policy and the General Conditions and General Exclusions on pages 32 and 33 of this Policy.

LAW AND JURISDICTION

This **Policy** will be governed by the Law of England and Wales and **You**, **Insured Persons** and **We** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless agreed to the contrary by **You** and **Us** before the commencement date. The Terms and Conditions of this **Policy** will only be available in English and all communication relating to this **Policy** will be in English.

HEALTH/MEDICAL CONDITIONS

Your Policy contains conditions related to the health of You and the people travelling with You; and others upon whose well-being the Trip may depend. All Medical Conditions must be disclosed to Us prior to cover being issued.

If Your health or Your ongoing medication changes between the date Your Policy was purchased and the date of travel You must advise JustTravelcover.com by phone on 0333 003 0021 as soon as possible. We will advise You what cover We are able to provide, after the date of diagnosis. Following Your Change In Health We reserve the right to increase the premium, increase the Excess, exclude the condition or withdraw the cover should the stability of the condition make it necessary.

Please note: If **You** are answering the medical questions on behalf of someone else, **You** must make sure that **You** have their permission to do so and all of the required information to answer the medical questions fully and accurately. If **You** are not sure of any of the information **You** are giving **Us** or do not know, the answers must be checked with the treating G.P.

Failure to accurately and fully declare all Medical Condition(s) for You, or anyone travelling with You will affect Your cover and may result in Your claim being declined.

The headings or captions used in this **Policy** are for the purposes of reference only and do not otherwise affect the meaning of this **Policy**.

SCHEDULE OF COVER & LIMITS

		BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Exce
1	Cancellation of Trip	£1,000	£100	£5,000	£65	£12,500	£25
2	Curtailment	£1,000	£100	£5,000	£65	£12,500	£25
3	Emergency Medical and Repatriation						
	Expenses						
	Journeys outside the United Kingdom	£10,000,000	£100	£10,000,000	£65	£10,000,000	£25
	Dental Expenses	£250	£100	£300	£65	£400	Nil
	Journeys within the United Kingdom	£20,000	£100	£20,000	£65	£25,000	£25
	Dental Expenses	No Cover	Nil	E20,000 No Cover	Nil	No Cover	Nil
4	UK Hospital Transfer & additional						
	expenses						
	Hospital Transfer Costs	£5,000	£100	£5,000	£65	£5,000	£25
	Return Home Costs	£2,500	£100	£2,500	£65	£2,500	£25
	Additional Expenses	£500	£100	£500	£65	£500	£25
5	Hospital Benefit	£25 per 24 hours up to £250	Nil	£50 per 24 hours up to £500	Nil	£100 per 24 hours up to £1,000	Nil
6	Personal Effects and Baggage*	£1,000	£100	£2,000	£65	£3,000	£25
	Single Item Limit	£100		£250		£500	
	Valuables Limit	£250		£500		£750	
	Delayed Baggage	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £300	Nil	£75 per 12 hours up to £600	Nil
7	Mobility Aids	£1,000	£100	£2,000	£65	£2,500	Nil
8	Personal Money and Cash	£300	£100	£400	£65	£750	£2!
	Cash Limit	£150		£250		£500	
	Cash Limit if under 18	£50		£50		£50	
9	Loss of Travel Documents	£100	Nil	£200	Nil	£400	Nil
10	Travel Delay	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £250	Nil	£50 per 12 hours up to £350	Nil
	Holiday Abandonment	£1,000	£100	£5,000	£65	£12,500	£25
11	Missed Departure	£200	Nil	£750	Nil	£1,000	Nil
12	Connecting Flights	£250	£100	£500	£65	£1,000	£25
	Personal Accident						
	Permanent Total Disablement	£10,000	Nil	£20,000	Nil	£50,000	Nil
	Loss of Limb(s)/Eye(s)	£10,000	Nil	£20,000	Nil	£50,000	Nil
	All Benefits if under 18 or over 75	£1,000	Nil	£1,000	Nil	£1,000	Nil
	Death (18 to 75)	£10,000	Nil	£20,000	Nil	£50,000	Nil
	Death (under 18 or over 75)	£5,000	Nil	£5,000	Nil	£5,000	Nil
14	Personal Liability	£1,000,000	£100	£2,000,000	£65	£2,000,000	Nil
14	Legal Expenses	£1,000,000 £15,000	£100	£2,000,000	£65	£2,000,000	£25
	Catastrophe	£15,000 £50 per 24 hours up to £500		,	Nil		Nil
	· · ·		Nil	£75 per 24 hours up to £750		£100 per 24 hours up to £1,000	
	Mugging Benefit	£50 per 24 hours up to £100	Nil	£50 per 24 hours up to £200	Nil	£50 per 24 hours up to £300	Nil
	Hijack and Kidnap	£100 per 24 hours up to £300		£100 per 24 hours up to £500	Nil	£100 per 24 hours up to £1,000	Nil
-	Uninhabitable Accommodation	£250	£100	£500	£65	£750	£25
20	Terrorism Extension						
	Cancellation	No Cover	Nil	No Cover	Nil	£2,500	£25
	Re-arrangement of Trip	No Cover	Nil	No Cover	Nil	£1,000	£25
	Curtailment	No Cover	Nil	No Cover	Nil	£2,500	£25
	Travel Delay	No Cover	Nil	No Cover	Nil	£50 per 12 hours up to £350	Nil
34	Bump Cover for Standby Flight	£1,000	£100	£1,000	£65	£1,500	£25
21	Ticket Holders						1

22	Winter Sports:							
	Ski Equipment – owned	£1,000	£100	£1,250	£65	£1,750	£25	
	Single Item Limit	£250		£500		£750		
	Ski Equipment – hired	£250	£100	£500	£65	£750	£25	
	Single Item limit	£250		£300		£500		
	Ski Hire	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil	£75 per 24 hours up to £750	Nil	
	Delayed Ski Equipment	£150	Nil	£150	Nil	£250	Nil	
	Ski Pack	£35 per 24 hours up to£350	Nil	£50 per 24 hours up to£500	Nil	£75 per 24 hours up to£750	Nil	
	Piste Closure	£25 per 24 hours up to£200	Nil	£40 per 24 hours up to£400	Nil	£50 per 24 hours up to£500	Nil	
	Avalanche Cover	£50 per 12 hours up to£300	Nil	£75 per 12 hours up to£600	Nil	£100 per 12 hours up to £1000	Nil	

23	Cruise Cover:						
	Missed Port Departure	£500	£100	£1000	£65	£2,000	£25
	Cabin Confinement	£50 per 24 hours up to £500	Nil	£100 per 24 hours up to £1000	Nil	£200 per 24 hours up to £2,000	Nil
	Unused Excursions	£300	£100	£400	£65	£1,000	£25
	Itinerary Change	£50 per port up to £300	Nil	£50 per port up to £400	Nil	£100 per port up to £1,000	Nil
	Cruise Interruption	£250	£100	£1000	£65	£2,000	£25
	Golf:						
	Golf Equipment	£1,500	£100	£1,500	£65	£1,500	£25
	Single Item Limit	£250		£250		£250	
	Golf Equipment Hire	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to£200	Nil
	Non refundable Golfing	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to£300	Nil
	Fees						
25	Business:						
	Business Equipment	£1,000	£100	£1,000	£65	£1,000	£25
	Single Item Limit	£500		£500		£500	
	Computer Equipment	£1,000	£100	£1,000	£65	£1,000	£25
	Business Samples	£500	£100	£500	£65	£500	£25
	Delayed Business Equipment	£200	Nil	£200	Nil	£200	£25
	Emergency Equipment Courier	£200	Nil	£200	Nil	£200	£25
	Business Equipment Hire	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £500	Nil	£50 per 24 hours up to £500	£25
	Business Money	£1,000	£100	£1,000	£65	£1,000	£25
	Cash Limit	£500		£500		£500	
	Additional Personal Accident	£50,000	Nil	£50,000	Nil	£50,000	£25
26	Wedding Cover:						
	Ceremonial attire	£1,000	£100	£1,000	£65	£1,000	£25
	Wedding gifts	£1,000	£100	£1,000	£65	£1,000	£25
	Single Item Limit	£500		£500		£500	
	Wedding rings	£500	£100	£500	£65	£500	£25
	Including: Limit for each ring	£250		£250		£250	
	Photographs and video recording	£750	£100	£750	£65	£750	£25
27	End Supplier Failure	£1,500	Nil	£1,500	Nil	£1,500	Nil
28	Travel Dispute	£25,000	£35	£25,000	£35	£25,000	£35

* Unless You have opted to remove this Section of cover as shown on Your Policy Schedule.

HEALTH/PRE-EXISTING MEDICAL CONDITIONS

Your Policy may not cover claims arising from Your Medical Conditions.

If You answer 'yes' to any of the questions below then You must declare the relevant conditions to Us at JustTravelcover.com on 0333 003 0021. So that We can ensure You are provided with the best cover We can offer please read and answer the following questions accurately and carefully:

Please note: If **You** are answering the medical questions on behalf of someone else, **You** must make sure that **You** have their permission to do so and all of the required information to answer the medical questions fully and accurately. If **You** are not sure of any of the information **You** are giving **Us** or do not know, the answers must be checked with the treating G.P.

Failure to accurately and fully declare all **Medical Condition(s)** for **You**, or anyone travelling with **You** will affect **Your** cover and may result in **Your** claim being declined. For the purposes of this insurance, **You** are considered to have a pre-existing **Medical Condition** if **You** answer "Yes" to any part of the following questions, which **You** were asked when **You** applied for insurance with **Us**:

- 1. Has anyone travelling ever had treatment for:
 - a. Any heart or circulatory condition?
 - b. Any type of diabetes?
 - c. A stroke or high blood pressure?
 - d. Any type of cancer, whether in remission or not?
 - e. Any lung or breathing condition?
 - f. An organ transplant or dialysis?
- 2. In the last five (5) years, has anyone travelling suffered from a serious or recurring **Medical Condition**, been prescribed medication or received treatment or attended a **Doctor's** surgery?
- 3. In the last five (5) years, has anyone travelling been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an inpatient or outpatient?
- 4. Has anyone travelling ever been diagnosed or treated for any form of anxiety, depression or Psychiatric Condition including eating disorders?
- 5. Has anyone travelling been placed on a waiting list currently for investigations or treatment?
- 6. Has anyone travelling been diagnosed by a **Doctor** as suffering from a terminal illness?

Please note:

- 1. You cannot elect to exclude Medical Condition(s) from cover. You must accurately and fully declare all pre-existing Medical Condition(s) for You, or anyone travelling with You. If You do not this will affect Your cover and may result in Your claim being declined.
- 2. You must be fit to undertake Your planned Trip
- 3. You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
- 4. We will cover You for pre-existing Medical Conditions You have declared to Us and which We have accepted in writing. These Medical Conditions are set out in the "Medical Declaration Schedule"
- We will not cover You for any claims directly or indirectly related to pre-existing conditions which do not appear in the "Medical Declaration Schedule"
 We will not cover You if Your state of health was worse than You declared to Us at the time You purchased Your Policy.
- Please check that the information set out in the "Medical Declaration Schedule" is correct. If it is not, You must call JustTravelcover.com on 0333 003 0021 to tell Us as soon as possible but in any event no later than fourteen (14) days from the date You receive Your Policy.

BE AWARE! We do not provide any cover for:

- Psychiatric Conditions such as stress, anxiety, depression, eating disorders or mental instability unless agreed with Us in writing.
- Any circumstances if **You** have received a terminal prognosis.
- Any Medical Condition You are aware of but for which You have not had a diagnosis.
- Any circumstances that are not specified in **Your Policy**.

You should also refer to 'General Exclusions' on pages 32 & 33 - applicable to all sections of the Policy.

Close Relative, Close Business Associate or Travel Companion who is not insured but on whose health Your Trip may depend

If You have a Close Relative, Close Business Associate or Travel Companion with a pre-existing Medical Condition who dies or falls seriously ill and as a result You wish to cancel or Curtail Your Trip, You will be covered only if the patient's Doctor states that at the time insurance was taken out he/she would not have foreseen such a serious deterioration in his or her patient's condition.

CHANGE IN HEALTH

If Your health or Your ongoing medication changes between the date Your Policy was purchased and the date of travel You must advise Just Travel cover.com by phone on 0333 003 0021 soon as possible.

We will advise You what cover We are able to provide, after the date of diagnosis.

Following **Your Change In Health We** reserve the right to increase the premium, increase the **Excess**, exclude the condition or withdraw the cover should the stability of the condition make it necessary (please refer to 'General Definitions' for more information).

WAITING LIST

If You are awaiting a diagnosis for symptoms You are currently experiencing, We are unable to provide cover until You have a confirmed diagnosis.

If You have a confirmed diagnosis and are currently on a waiting list for treatment or investigation, Our Policy will not provide cover under Section 1 (Cancellation of Trip) or Section 2 (Curtailment) under the following circumstances:

- You receive an appointment for treatment or investigation which conflicts with Your planned Trip, or
- As a result of the awaited treatment or investigation You become unable to travel on Your planned Trip.

Being on a waiting list for treatment or investigation does not affect cover whilst **You** are away for **Medical Conditions** which have been declared to and agreed by **Us**.

Should You become aware of a change in Your diagnosis before You travel, please notify Us immediately.

TRAVELLING WHEN PREGNANT

Pregnancy is not a **Medical Condition**, however, airlines and ferry/shipping companies including **Cruise** liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **You** propose to take before **You** book.

Please make sure that Your Doctor and Midwife are aware of Your travel plans, that there are no known complications and that You are not travelling against any medical advice.

By Air – after twenty-eight (28) weeks most airlines will require a letter from **Your Doctor** or Midwife confirming **Your** estimated date of delivery and stating that there are no complications. **You** may travel, but **Your Trip** must be completed by thirty-six (36) weeks and six (6) days for single uncomplicated pregnancies and thirty-two (32) weeks and six (6) days for multiple uncomplicated pregnancies.

By Sea - Ferry companies and Cruise liners have their own restrictions and may refuse pregnant women beyond thirty-two (32) weeks.

By Car, Coach and Train – There are no known restrictions. Please make sure **Your Doctor** or Midwife are aware of **Your** travel plans and that there are no known complications and check with **Your** travel provider.

IMPORTANT: You should also refer to Section 1 (Cancellation of Trip), Section 2 (Curtailment), Section 3 (Emergency Medical and Repatriation Expenses) and the General Exclusions on pages 32 and 33 for details of what and what is not covered by this **Policy**.

RECIPROCAL HEALTH AGREEMENTS

EU, EEA or Switzerland

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **You** must use a European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC). **You** can apply for a GHIC online at www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-ukglobal-health-insurance-card-ghic/. This will give **You** the right to access state-provided healthcare during a temporary stay in the European Union. Please note that a GHIC does not replace travel insurance. In the event of liability being accepted for a medical expenses claim which has been reduced by the use of a EHIC or GHIC **We** will not apply the deduction of **Excess** under Section 2 – Emergency Medical Expenses.

Australia or New Zealand

If You require medical treatment in Australia You must enrol with a local MEDICARE office. You do not need to enrol on arrival but You must do this after the first occasion You receive treatment. Inpatient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE Website on www.humanservices.gov.au/medicare or by emailing: medicare@humanservices.gov.au.

If You require medical treatment in New Zealand, there are reciprocal agreements, but a person may not enrol with a Primary Health Organisation (PHO). They should get the same health subsidies as a New Zealand citizen visiting a general practitioner as a casual patient, if the **Doctor** has decided the condition needs prompt attention. For more information, please go to www.health.govt.nz or email: info@health.govt.nz. Alternatively, please call the **Medical Emergency** Assistance Company for guidance.

If You are admitted to hospital contact must be made with the Medical Emergency Assistance Company as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE or a Primary Health Organisation (PHO).

In the event of liability being accepted for a medical expense which has been reduced by the use of either an EHIC/GHIC, MEDICARE in Australia or private health insurance, **We** will not apply the deduction of the **Policy Excess** under Section 3 (Emergency Medical and Repatriation Expenses).

Worldwide Reciprocal Agreements with United Kingdom Government (British Passport Required)

Bosnia and Herzegovina, Falkland Islands, Gibraltar, Isle of Man, Macedonia, Montenegro, St Helena, Serbia – Public Health Facilities should be utilised at these locations.

DEFINITIONS

The following words and expressions used in **Your Policy** documents shall mean as follows when they appear in bold type. (please refer to Section 28 Travel Dispute for definitions specific to that section).

Accidental Bodily Injury

An identifiable physical injury caused by sudden, unexpected, external and visible means.

Business Equipment

Computer equipment, communication devices and other business-related equipment which **You** need in the course of **Your** business and which is not insured on a company policy. The equipment must be owned by **Your** employer or if **You** are self-employed it must be owned by **You**.

Business Money

Sterling, foreign currency and travellers cheques provided to You exclusively for use in conjunction with Your business or that of Your employer during the duration of Your Trip and which is not insured on a company policy.

Change In Health

Any deterioration or change in **Your** health between the date the **Policy** was purchased and the date of travel, this includes, new medication, change in regular medication, deterioration of a previously stable condition, referral to a specialist, investigation of an undiagnosed condition or awaiting treatment/consultation.

Child/Children

A person who is seventeen (17) years of age or under.

Close Business Associate

Any employee whose level of responsibility in the business is such that if both **You** and they were absent from the business for a period of five (5) full working days or more this would have a detrimental impact on the running of the business.

Close Relative

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

Coronavirus

Coronavirus, Covid-19 including any related and/or similar conditions howsoever called, or any mutation of these.

Cruise

A voyage on a ship/vessel sailing on the seas or oceans that includes stopping at various ports. No cover is provided for cargo or container ship travel.

Curtail/Curtailment

Return early to Your Home after the commencement of the Outward Journey.

Doctor

A registered practicing member of the medical profession who is not travelling with **You**, who is not related to **You** or to **Your** travelling companion, or any person **You** intend to stay with and who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine.

Epidemic

A widespread occurrence of an infectious disease in a community at a particular time.

Europe

Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands (including Guernsey Alderney, Sark, Herm and Jersey) Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Egypt, Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Isles), Greenland, Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia, Sicily), Kosovo, Lapland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway (including Jan Mayen, Svalbard Is), Poland, Portugal, Romania, Russia (west of Ural mountains), San Marino, Serbia, Slovakia, Slovenia, , Spain (including Balearic and Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine and Vatican City.

Excess

The amount of money You have to pay for each claim. Excesses apply per person, per incident and per each section of the Policy. Your Excesses are shown in the Schedule of Cover & Limits.

Family

You and Your spouse (or co-habiting partner) and any number of Your Children, step children, foster children or grandchildren aged seventeen (17) years of age or under at the inception date of Your Policy all normally resident with You, or grandchildren living at a separate UK address but travelling with You and named on the Policy Schedule. The children are only insured when travelling with one or both of the insured adults, but under Annual Multi Trip cover, either adult and the Children (accompanied by a responsible adult) are also insured to travel on their own.

Flood

A general and temporary covering of water of two (2) or more acres of normally dry land.

Golf Equipment

Golf clubs, golf balls, golf bag, non – motorised golf trollies and golf shoes.

Hazardous Pursuits

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

Home

Your permanent residence in the United Kingdom or for the purpose of this insurance members of the British Forces Posted Overseas, Your residence on an official BFPO site.

Information Technology System

Any computer, hardware, software, information technology and communications system or electronic device, including any associated input, output or data storage device, networking equipment or back-up facility.

Irrecoverable Costs

Any costs where **You** are not entitled to a refund by any other means, and/or costs that are not compensated elsewhere, and/or costs that are already accepted or offered by **Your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements.

Loss of Limb

a) In the case of a lower limb, loss by physical severance at or above the ankle, or

- b) Permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement, or
- c) In the case of an upper limb, loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

Loss of Sight

- a) Permanent and total loss of sight in both eyes where an **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) Permanent and total loss of sight, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at least three feet what an Insured Person should see at sixty feet), which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

Manual Work

Work involving physical labour (which does not include office and clerical work, bar and restaurant work, nursing, music performance and singing, or fruit picking which does not involve machinery).

Medical Condition(s)

Any disease, illness or injury, including any Psychiatric Conditions.

Medical Emergency Assistance Company

Healix International, Healix House, Esher Green, Esher, Surrey, KT10 8AB Telephone: +44 (0) 203 819 7170

Mobility Aids

Wheelchairs, motorised wheelchair, mobility scooter, walking frame, prosthetic limb, walking stick or crutches.

Outward Journey

The initial journey in conjunction with Your Trip from Your Home in the United Kingdom.

Pair or Set of Articles

Items of personal property which are substantially the same, complementary or designed to be used together.

Pandemic

An **Epidemic** that has spread across a large region.

Period of Insurance

If Annual Multi Trip cover is selected, the period of twelve (12) months for which **We** have accepted the premium as stated in **Your Policy Schedule**. During this period any **Trip** providing it does not exceed the maximum duration per **Trip** as specified in **Your Policy Schedule** (in any event not exceeding ninety-three (93) days), is covered. If any **Trip** exceeds the maximum duration then there is absolutely no cover under this **Policy** for that **Trip** (not even for duration as specified in **Your Policy Schedule**), unless **You** have contacted **Us** and **We** have agreed in writing to provide cover. Under Section 1 (Cancellation of Trip) cover will be operative from the date stated in the **Policy Schedule** or the time of booking of any **Trip** (whichever is the later date) and terminates on commencement of any **Trip**.

Cover is only provided in the **United Kingdom** if **You** stay in accommodation which **You** have paid for in advance of the date **You** depart on **Your Trip** or if **You** have paid for **Public Transport** or air fares in advance of the date of departure to enable **You** to reach **Your** destination in the **United Kingdom**. All **Trips** within the **United Kingdom** must be for at least two (2) nights away from **Home**.

If Single Trip cover is selected, the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Policy Schedule**. Under Section 1 (Cancellation of Trip) cover will be operative from the time **You** pay the premium. If the **Trip** exceeds the maximum duration then there is absolutely no cover under this **Policy** for that **Trip** (not even for duration as specified in **Your Policy Schedule**), unless **You** have contacted **Us** and **We** have agreed in writing to provide cover.

For all other sections of the **Policy**, whichever cover is selected, the insurance starts when **You** leave **Your Home** to begin the **Trip** and ends at the time of **Your** return to **Your Home** on completion of the **Trip**.

Any Trip that had already begun when You purchased the insurance will not be covered.

Each Trip must begin and end in the United Kingdom.

All cover ceases If You have to return to the United Kingdom under Section 1 (Cancellation of Trip) or Section 3 (Emergency Medical and repatriation expenses), cover cannot be provided to resume Your Trip, or on a Single Trip Policy for further Trips.

Trip extensions if You decide You wish to extend Your Trip whilst overseas

If, once You have left the United Kingdom and before the end of the Period of Insurance, You decide You want to extend Your Policy, please contact JustTravelcover.com Customer Services on 0333 003 0021. Extensions can usually only be considered if there has been no Change in Health (or that of a Close Relative or Close Business Associate) and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. However, should there have been a Change in Health or You are aware that a claim has been made or will need to be made under the original Policy then We may still be able to consider the extension provided full details are disclosed to JustTravelcover.com on 0333 003 0021 for consideration.

Trip extensions if You are unable to return Home from Your Trip as planned

If, due to unexpected circumstances beyond Your control, for example, due to illness or Accidental Bodily Injury or unavoidable delays affecting Your return flight or Public Transport, Your Trip cannot be completed within the Period of Insurance outlined in Your Policy Schedule, cover will be extended for You at no extra cost for up to thirty (30) days. This also applies to one Insured Person travelling with You who is authorised to stay with You by the Medical Emergency Assistance Company if the extension is due to medical reasons. All requests for more than thirty (30) days must be authorised by the Medical Emergency Assistance Company.

Trip extensions - travel disruption caused by a pandemic / epidemic (including Coronavirus)

If, as a result of a Pandemic and/or Epidemic (including but not limited to Coronavirus), You are unable to return to the UK as planned, due to:

- a) a country closing their borders and/or
- b) the cancellation or delay of Your booked Public Transport

and as a result **You** wish to extend coverage under **Your** current **Policy**, please contact JustTravelcover.com Customer Services on 0333 003 0021. We will need full details of **Your** circumstances, to allow **Us** to consider any such request. Please be aware, that all such extension requests will be considered, but cannot be guaranteed.

Personal Money

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

Personal Possessions

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

Permanent Total Disablement

Irrecoverable disablement arising from Accidental Bodily Injury which permanently and totally incapacitates the Insured Person for a continuous period of twelve (12) months from carrying out at least two (2) of the following activities of daily living:

- a) Transfer and Mobility the ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of a bed or chair,
- b) Dressing putting on and taking off all necessary items of clothing,
- c) Toileting getting to and from the toilet, transferring on and off the toilet and associated personal hygiene,
- d) Eating all tasks of getting food into the body once it has been prepared,

and at the expiry of that period being beyond hope of improvement sufficient to carry out at least three (3) of the previously described activities of daily living ever again.

Policy

Your Policy consists of the Policy Schedule, the Policy wording, the "Medical Declaration Schedule" and any endorsements.

Policy Schedule

Your Policy Schedule sets out the type of Policy arranged for You, the area of cover, along with Policy number, dates of cover and the maximum duration of cover. Your personal contact details are shown along with any additional options You have requested, the names of the people covered for the Trip and Medical Conditions disclosed in relation to You and those travelling with You.

This is a very important document and You should check that all the information contained therein is correct before You travel and take it with You when travelling.

Psychiatric Condition

fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, stress (work related or otherwise), neuroses, psychoneuroses, psychopathies, psychoses, posttraumatic stress disorder or mental or emotional diseases or disorders of any type.

Public Transport

A bus, coach, ferry, sea-vessel or train operating according to a published timetable.

Redundancy

Redundancy of an **Insured Person** covered under **Your Policy** who has been employed for two (2) continuous years with the same employer at the time of being made redundant. In any event there is no cover for voluntary **Redundancy** or if **You** are self-employed.

Schedule of Cover & Limits

The Schedule of Cover & Limits sets out the Policy limits and Excess applicable.

Ski Equipment

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

Ski Pack

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

Standby Flight Ticket

A ticket that has been purchased by the **Insured Person** and an E Ticket issued with the flight details on, and that the **Insured Person** has listed for this flight. The **Insured Person** is not confirmed on the flight until the **Insured Person** checks in or the flight closes for fuller flights prior to departure.

Strike or Industrial Action

Organised 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.

Travel Companion(s)

Someone travelling with You or a person You plan to stay with on Your Trip who is not insured under this Policy.

Trip(s)

Your holiday or journey starting from the time that You leave Your Home in the United Kingdom or from the start date shown on Your Policy Schedule, whichever is the later, until arrival back at Your Home address in the United Kingdom.

Unattended

When **You** do not have full view of **Your Personal Possessions** or where **You** are not in a position to prevent the unauthorised taking of **Your Personal Possessions**, unless they are left in a locked room or a locked safety deposit facility. **Personal Possessions** left in a motor vehicle are considered to be **Unattended** even when the motor vehicle is locked and the property is out of view in an enclosed storage compartment, boot or luggage space.

United Kingdom

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under geographical limits where Channel Islands and the Isle of Man are considered to be part of Europe, and for the purpose of this insurance members of the British Forces Posted Overseas, residing on an official BFPO site.

Utilisation of Nuclear, Chemical or Biological weapons of mass destruction

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, or any pathogenic (disease producing) micro-organism(s) and/ or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Valuables

Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs or leather clothing, (apart from footwear) cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including mobile phones, MP3/4 players, iPods, Kindles, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

War

War, invasion, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

We/Us/Our

Chaucer Insurance Company DAC.

For Section 27 (End Supplier Failure) Insurance will be provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham Kent BR4 0PR.

For Section 28 (Travel Dispute) Insurance will be provided by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Worldwide, excluding USA, Canada, the Caribbean and Mexico

Means anywhere in the world except USA, Canada, the Caribbean and Mexico.

Worldwide, including USA, Canada, the Caribbean and Mexico Means anywhere in the world

You/Your/Yourself/Insured Person(s)/Insured Couple Means each person named in the Policy Schedule.

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 JustTravelcover.com on 0333 003 0021 who will contact Us to see if We can provide cover. Please note that under Section 14 (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**. You must ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets and similar protective equipment) are worn at all times and **You** do not participate in such **Hazardous Pursuits** for more than ninety (90) days in any one **Period of Insurance**.

Category A

Your Insurance automatically covers You for the following activities:

- Aerobics
- Angling/Fishing
- Archery(amateur)
- Badminton(amateur)
- Banana Boating
- Baseball(amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing/River Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified)
- Fell Walking/Fellrunning
- Fencing
- Football /Soccer(amateur)
- Golf(amateur)
- Hiking(under 2000m altitude)
- Jet Boating
- Jogging
- Motorcycling up to 50cc with licence appropriate to the cc, wearing a crash helmet no racing
- Netball (amateur)
- Orienteering
- Outward-bound Pursuits (Ground level Only)
- Paintballing
- Parascending/Parasailing (over water) towed by boat
- Pony Trekking
- Racquetball
- Rambling (under 2000m altitude)
- Roller Blading/Roller Skating
- Rounders
- Sail Boarding
- Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 miles)
- Skate Boarding
- Snorkelling
- Snooker/Pool/Billiards
- Squash(amateur)
- Surfing(amateur)
- Swimming
- Table Tennis
- Ten pin bowling
- Tennis (amateur)
- Trekking (under 2000m altitude)
- Tug of war
- Underground activities (as part of an organised excursion/tour)
- Volleyball (amateur)
- War Games
- Water Polo (amateur)
- Water Skiing (amateur) inland/coastal waters within 12 miles (excluding jumping)
- Windsurfing (amateur) inland/coastal waters within 12 miles
- Weightlifting
- Work Abroad Non Manual Work (Including professional, administrative or clerical duties only)

Provided You have paid the appropriate premium the exclusion of Hazardous Pursuits in the General Exclusions is deleted only with respect to cover under Section 2 (Curtailment) (but not Cancellation of Trip) and under Section 3 (Medical and Repatriation Expenses) for participation in the following Hazardous Pursuits on a nonprofessional (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 and similar protective equipment) are worn at all times and You do not participate in such Hazardous Pursuits for more than ninety (90) days in any one Period of Insurance.

Category B

Provided You have advised JustTravelcover.com and paid the appropriate premium You will be covered for all of the activities listed in Category A plus the following activities:

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (maximum3)
- Camel/Elephant Riding/Trekking (non-incidental)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Go Karting (Motorised specific use)
- Gymnastics
- Hiking (between2001 and 4000m altitude)
- Hockey(amateur)
- Horse Riding (up to 7 days no polo, hunting, Jumping)
- HotAir Ballooning (non-incidental)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non-incidental)
- Kayaking
- Martial Arts (training only)
- Mountain Biking
- Motorcycling up to 125cc with a licence appropriate to the cc, wearing a crash helmet no racing
- Quad Biking
- Rambling (between 2001 and 4000m altitude)
- Rowing (inland/coastal waters within 12 miles)
- Rugby (amateur Competition)
- Safari (Tour Operator organised and not involving the use of firearms)
- Scuba Diving* (up to 30m as long as PADI qualified or equivalent to that depth and provided adequately supervised/not diving alone).
- Track Events
- Trekking (between2001 and 4000maltitude)
- White Water Rafting/Black Water Rafting Grades 1 to 4
- Work Abroad Manual work (ground level no machinery)

*SCUBA or skin diving to a maximum depth of thirty (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 twenty-four (24) hours of flying or flying or flying within twenty-four (24) hours of diving and are not suffering from any **Medical Condition** likely to impair **Your** fitness to dive.

SECTION 1 - CANCELLATION OF TRIP

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for **Your** proportionate value of unused travel, accommodation arrangements and activities which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **You** commence **Your Trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

- 1. Your death or disablement by Accidental Bodily Injury, illness or You testing positive for Coronavirus within 14 days of Your Trip departure date, or You being admitted to hospital due to testing positive for Coronavirus since You purchased Your Policy;
- The death, or disablement by Accidental Bodily Injury or serious illness of (a) Your Travelling Companion(s), (b) a Close Relative of Yours or (c) a Close Business Associate of Yours (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusion 40 on page 33).
- The incident giving rise to the claim must have been unexpected and not something **You** were aware of when **You** purchased this insurance. Please see 'Health/Pre-existing Medical Conditions' on pages 9 & 10 and the 'General exclusions' on pages 32 and 33 for further details.
- 3. You being called for jury service or as a witness in a Court of Law (but not as an expert witness or where Your employment would normally require You to attend court); or
- 4. Your Redundancy or the Redundancy of Your Travel Companion, provided that We are informed in writing as soon as possible but in any event within fourteen (14) days following receipt of the notification of Redundancy and that You were not aware of any impending Redundancy at the time Your Policy was issued; or
- 5. Your Homebeing made uninhabitable or Your place of business being made unusable, up to fourteen (14) days before the commencement of Your Trip, due to fire, lightning, explosion, earthquake, subsidence, storm, Flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting Your presence following burglary or attempted burglary at Your Home or place of business; or
- 6. Your passport, or the passport of Your Travel Companion being stolen during the seven(7) days before Your booked date of departure; or
- 7. You, a Close Relative of Yours or Your Travel Companion, are a member of the Armed Forces, Territorial Army, Fire, Nursing or Ambulance Services or employees of a Government Department and have Your/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation or Curtailment could not reasonably have been expected at the time when You purchased this insurance or at the time of booking any Trip.
- You becoming pregnant after the date You purchased this insurance cover (or booked Your Trip whichever is later) and You will be more than twenty-six (26) weeks pregnant at the start of or during Your Trip. Or, if You become pregnant after the date You purchased this insurance cover and Your Doctor advises that You are not fit to travel due to complications in Your pregnancy.

PROVIDED THAT:

1. You provide (at Your own expense) the following in the event of a claim:

- Proof of travel cost (confirmation invoice, travel tickets, unused excursion, tour or activity tickets).
- Cancellation invoice or letter confirming whether any refund is due.
- A medical certificate which We will supply from the treating Doctor explaining why it was necessary for You to cancel the Trip.
- Your unused travel tickets.
- You must provide at Your own expense a positive official test result confirming Your diagnosis of Coronavirus.
- An official letter confirming: Redundancy, authorised leave being canceled and the need for You to remain in the United Kingdom.
- Summons for jury service.

Please note: We may require other evidence to support Your claim dependent upon the circumstances, in which case We will contact You.

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person;
- 2. cancelling Your Trip because of a Medical Condition or an illness related to a Medical Condition which You knew about and which could reasonably be expected to lead to a claim unless declared to Us and accepted for cover in writing.
- 3. You not obtaining a medical certificate from a Doctor, confirming that cancellation of the Trip is medically necessary.
- 4. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 6. Any claims arising directly or indirectly from **Coronavirus**:
 - a) if You do not have an official positive test result confirming Your diagnosis within 14 days of Your Trip departure date, or You have not been admitted to hospital due to testing positive for Coronavirus since You purchased Your Policy;
 - b) if You are advised to quarantine or You chose to self-isolate due to a person You have come into contact with having Coronavirus;
 - c) if a medical professional advises You not to travel as You have underlying health conditions that place You 'at a higher risk' from Coronavirus;
 - d) as a result of Foreign, Commonwealth & Development Office (FCDO) advice against all (or all but essential) travel to Your intended destination;
 - e) as a result local government restrictions or directives prohibiting or restricting entry (for example, self-isolation, quarantine or lockdown measures) to Your intended destination or on Your return Home;
 - f) any costs of **Coronavirus** testing.
- 7. any extra charges from the company You booked travel or accommodation with because of Your failure to notify them as soon as possible that it was necessary to cancel;
- 8. prohibitive regulations by the Government of any country;
- 9. You being unable to travel due to Your failure to obtain the passport, visa or other required documentation that You need for the Trip.
- 10. where a theft of a passport has not been reported to the relevant authority,
- 11. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
- 12. Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.
- 13. airport taxes and credit or debit card fees included in the cost of **Your** holiday.
- 14. accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 15. anything mentioned in the General Exclusions.

SECTION 2 - CURTAILMENT

We will pay

Up to the amount shown in the Schedule of Cover & Limits for:

- 1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your Trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if **You** have to **Curtail Your Trip** and return to **Your Home** earlier than planned due to:
 - a. Your death, severe injury or serious illness (including with symptoms of or testing positive for Coronavirus);
 - b. the death, severe injury or serious illness (unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, which is excluded under General Exclusion 40 on page 33) of:
 - i. Your Travelling Companion;
 - ii. Your Close Relative resident in the United Kingdom;
 - iii. Your Close Business Associate resident in the United Kingdom;
 - c. Your Home being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, Flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting Your presence following burglary or attempted burglary at Your Home or place of business;
 - d. You being unable to continue Your booked Trip, due to loss or theft of Your passport, or that of Your Travel Companion.
- The amount paid by **Us** in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs. additional travelling expenses of a similar class incurred by **You** to return to **Your Home** earlier than planned for a reason stated in Section 1 (Cancellation of Trip).
- You, a Close Relative of Yours or Your Travel Companion, who is a member of the Armed Forces, emergency services or a government employee and being
 ordered to return to duty (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under
 General Exclusion 40 on page 33).

PROVIDED THAT:

1. You provide (at Your own expense) the following in the event of a claim:

- A medical certificate from the treating Doctor explaining why it was necessary for You to Curtail the Trip.
- Your unused travel tickets.
- Proof of travel costs (confirmation invoice, flight tickets).
- Invoices and receipts for Your expenses.
- You must provide at Your own expense a positive official test result confirming Your diagnosis of Coronavirus.

Please note: We may require other evidence to support Your claim dependent upon the circumstances, in which case We will contact You.

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person;
- 2. if You do not obtain a medical certificate from a Doctor, confirming that cancellation of the Trip is medically necessary;
- 3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- 4. You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 5. Any claims arising directly or indirectly from **Coronavirus**:
 - a) if You do not have an official positive test result confirming Your diagnosis (unless agreed by the Medical Emergency Assistance Company);
 - b) if You are advised to quarantine or You choose to self-isolate due to a person You have come into contact with having Coronavirus;
 - c) any costs of **Coronavirus** testing, unless **You** are admitted to hospital as an inpatient as a result of an illness that is covered under Section 3 -Emergency Medical & Repatriation Expenses.
- 6. Any extra charges from the company You booked travel or accommodation with because of Your failure to notify them as soon as possible after it was necessary to cancel;
- 7. prohibitive regulations by the Government of any country;
- 8. where a theft of a passport has not been reported to the relevant authority,
- 9. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
- 10. Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.
- 11. accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 12. anything mentioned in the General Exclusions.

SECTION 3 – EMERGENCY MEDICAL & REPATRIATION EXPENSES

Please note: If You are admitted into hospital as an inpatient for more than twenty-four (24) hours someone must contact the Medical Emergency Assistance Company on Your behalf as soon as reasonably possible.

1. Journeys outside the United Kingdom

We will pay

- 1. Up to the amount shown in the Schedule of Cover& Limits for:
 - a. emergency medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only), ambulance charges, reasonable accommodation and/or travelling and/or repatriation expenses to the United Kingdom (including such reasonable and necessary additional accommodation and travelling expenses including those of one Close Relative or friend required on medical advice to stay or travel with the Insured Person or if You are a Child and require an escort) necessarily and reasonably incurred outside the United Kingdom on medical advice as a direct result of the Insured Person sustaining Accidental Bodily Injury or suffering the onset of illness (including with symptoms of or testing positive for Coronavirus) during the Period of Insurance. Accommodation should be of an equivalent standard to that booked as part of Your Trip. A maximum amount of £2,000 per Insured Person applies if You have to extend Your Trip because You have tested positive for Coronavirus.
 - b. reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the Insured Person to his/her Home or place of business within the United Kingdom as a result of the sudden and unexpected death, serious injury or serious illness occurring during the Period of Insurance of the Insured Person's Close Relative or Close Business Associate.
- 2. Charges in the event of death occurring during the **Period of Insurance** of:
 - a. burial or cremation of the Insured Person in the locality where death occurs not exceeding £1,500 in total or
 - b. transporting the **Insured Person's** remains or ashes to his/her **Home** in the **United Kingdom** (excluding funeral or interment costs) not exceeding £5,000 in total subject to **Our** prior approval.

PROVIDED THAT:

- 1. cover under this Section shall apply only in respect of Trips outside the United Kingdom
- 2. the amount payable shall not exceed the amounts stated in the Schedule of Cover & Limits and shall only be in respect of costs incurred within twelve (12) months of the date of the incident giving rise to the claim.
- 3. We reserve the right to repatriate to the United Kingdom when in the opinion of Our medical advisers the Insured Person is fit to travel. If the claim relates to Your return travel to the United Kingdom and You do not hold a return ticket, We will deduct from Your claim an amount equal to Your original carrier's published one way airfare (based on the same class of travel as that paid by You for Your outward Trip) for the route used for Your return.
- 4. the Medical Emergency Assistance Company is notified:
 - a. prior to the **Insured Person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Medical Emergency Assistance Company** as soon as possible after being admitted.
 - b. if **Your** outpatient treatment is likely to cost more than £500 (or its equivalent in local currency).
 - c. prior to any repatriation arrangements being made
 - d. in the event of the death of the Insured Person prior to burial, cremation or transportation of the Insured Person's remains to the United Kingdom and has authorised any costs to be incurred.

Please note: In the event of Your injury or illness We reserve the right to relocate You from one hospital to another and/or arrange for Your repatriation to the United Kingdom at any time during the Trip. We will do this if in the opinion of the Doctor in attendance or the Medical Emergency Assistance Company You can be moved safely and/or travel safely to the United Kingdom to continue treatment.

Excess

This insurance does not cover the first amount per **Insured Person** as shown in the **Schedule of Cover & Limits** in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC/GHIC or contribution from the **Insured Person's** private health insurance in which case provided that liability has been accepted by **Us** for such reduced medical expenses the **Excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of the **Excess** per person as shown in the **Schedule of Cover & Limits**.

2. Journeys within the United Kingdom

We will pay

- Up to the amount shown in the Schedule of Cover & Limits for:
 - a. accommodation and/or travelling and/or repatriation expenses to the **Insured Person's Home** or to the most suitable hospital or nursing home near to the **Insured Person's Home** within the **United Kingdom** (including reasonable and necessary additional accommodation and travelling expenses of one **Close Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a **Child** and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the **Insured Person** sustaining **Accidental Bodily Injury** or suffering the onset of illness, testing positive for **Coronavirus** during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**. A maximum amount of £2,000 per **Insured Person** applies if **You** have to extend **Your Trip** because **You** have tested positive for **Coronavirus**.
 - b. charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's Home** in the **United Kingdom** (excluding funeral or interment costs) in the event of death occurring during the **Period of Insurance** up to a total of £1,000.
 - c. additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her **Home** or place of business within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Period of Insurance** of a **Close Relative** or **Close Business Associate** up to a total of £500.

PROVIDED THAT:

- 1. cover under this Section shall apply only in respect of **Trips** solely within the **United Kingdom** which involve at least two (2) nights pre-booked accommodation away from **Your Home**.
- 2. the amount payable shall not exceed the amounts stated in the **Schedule of Cover & Limits** and shall only be in respect of costs incurred within twelve (12) months of the date of the incident giving rise to the claim.
- 3. the **Medical Emergency Assistance Company** is notified prior to any repatriation or transportation arrangements being made and has authorised any costs to be incurred.

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person;
- any medical treatment that You receive because of a Medical Condition or an illness related to a Medical Condition which You knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless declared to Us and accepted for cover in writing.
- 3. any sums which can be recovered by You and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- 4. the cost of private dental/private medical expenses when You receive treatment in a state run practice or clinic and You have the right to state provided emergency treatment;
- 5. any costs of **Coronavirus** testing outside the **United Kingdom**, unless **You** are admitted to hospital as an inpatient as a result of an illness that is covered under Section 3 Emergency Medical & Repatriation Expenses.
- 6. any costs of **Coronavirus** testing within the **United Kingdom**.

- 7. You being advised to quarantine or You choosing to self-isolate due to a person You have come into contact with having Coronavirus;
- 8. the cost of any medical/dental expenses incurred in private facilities if a medically suitable State facility is available;
- 9. any cost incurred in Australia which would have been covered by MEDICARE had You enrolled, and You failed to enroll with MEDICARE.
- 10. any cost incurred by Worldwide Reciprocal Agreements held by the United Kingdom Government.
- 11. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
- 12. You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 13. any expenses incurred for illness, injury or treatment required in consequence of:
 - a. surgery or medical treatment which in the opinion of either the attending **Doctor**, or the **Medical Emergency Assistance Company's Doctor**, or both, can be reasonably delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your Home** country if this is **Your** usual country of residence;
- 14. preventative treatment which can be delayed until Your return to Your Home country if this is Your usual country of residence;
- 15. You not having obtained a written certificate of fitness and ability to travel and endure the **Trip** where **You** are undergoing medical treatment as a hospital outpatient at the time of paying the final balance of **Your Trip**;
- 16. claims that are not confirmed as medically necessary by the attending Doctor or the Medical Emergency Assistance Company;
- 17. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance into hospital;
- 18. any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 19. any costs for the following:
 - telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
 - taxi fares (unless a taxi is being used in place of an ambulance to take You to or from a hospital); or
 - food and drink expenses (unless these form part of Your hospital costs if You are kept as an inpatient).
- 20. any costs You have to pay when You have refused to come back to the United Kingdom and the Medical Emergency Assistance Company considered You were fit to return Home.
- 21. any treatment or medication of any kind that **You** receive after **You** return to the **United Kingdom**.
- 22. if You become injured or die as a result of a Winter Sports activity and You have not purchased the additional Winter Sports cover.
- expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication;
 costs that arise over twelve (12) months after a claim was first notified:
- 25. search and rescue costs (costs charged to **You** by a government, regulated authority or private organisation connected with finding and rescuing **You**. This does not include medical evacuation costs by the most appropriate transport).
- 26. damage to dentures.
- 27. anything mentioned in the General Exclusions.

SECTION 4 – UK HOSPITAL TRANSFER AND ADDITIONAL EXPENSES

1. Hospital Transfer

Expenses We will pay

Up to the amount shown in the Schedule of Cover & Limits if during the Period of Insurance the Insured Person sustains Accidental Bodily Injury or suffers the onset of illness (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusion 40 on page 33) which during the Period of Insurance results in him/her being:

- 1. repatriated to the United Kingdom by the Medical Emergency Assistance Company and admitted as an inpatient; or
- 2. directly admitted as an inpatient at a hospital or nursing home within the **United Kingdom** but more than thirty-five (35) miles from his/her **Home** within the **United Kingdom, We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in total in respect of:
 - a. costs necessarily incurred on behalf of the **Medical Emergency Assistance Company** in transferring the **Insured Person** to the most suitable hospital or nursing home nearest to his/her **Home** within the **United Kingdom**. Such costs to include the cost of medical, surgical or remedial treatment given or prescribed by a qualified **Doctor** and hospital and nursing home treatment and ambulance charges necessary to enable such transfer to be undertaken but without which such transfer could not be undertaken.

PROVIDED THAT:

- 1. such transfer is made with the consent of the qualified **Doctor** attending the **Insured Person**.
- 2. in the professional opinion of the qualified **Doctor** attending the **Insured Person** and/or **Our** medical advisers the **Insured Person** will remain continuously hospitalised for at least seventy-two (72) hours following completion of such transfer.
- 3. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **Insured Person** is to be transferred.

We will not pay for claims arising directly or indirectly from:

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person;
- 2. any medical, surgical or remedial treatment or any other costs:
 - a. incurred following completion of such transfer
 - b. which would have been incurred had such a transfer not been undertaken
- 3. transferring the Insured Person more than once in respect of any one occurrence of bodily injury or illness
- 4. all costs reasonably and necessarily incurred by the Medical Emergency Assistance Company in returning:
 - a. the Insured Person's Personal Possessions
 - b. if applicable the private motor vehicle driven by the **Insured Person** on the **Trip** during which such **Accidental Bodily Injury** or illness occurred to the **Insured Person's Home** or place of business within the **United Kingdom** (whichever is reached first).

2. Return Home

Costs We will pay

If during the **Period of Insurance**, the **Insured Person** sustains **Accidental Bodily Injury** or suffers the onset of illness which in the opinion of the qualified **Doctor** attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than seventy-two (72) hoursafter his/her scheduled date and time of return to his/her **Home** or place of business within the **United Kingdom** by the same means of transport by which he/she undertook the **Trip** during which such **Accidental Bodily Injury** or illness occurred **We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in respect of all costs reasonably and necessarily incurred:

- a. with the authority of the **Medical Emergency Assistance Company** in respect of the **Insured Person's** additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such **Accidental Bodily Injury** or onset of illness until the time of return to such **Home** or place of business within the **United Kingdom** (whichever is reached first).
- b. by the Medical Emergency Assistance Company to return:
 - i. the Insured Person

- ii. the Insured Person's Personal Possessions
- iii. if applicable the private motor vehicle driven by the **Insured Person** on the **Trip** during which such **Accidental Bodily Injury** or illness occurred to such **Home** or place of business within the **United Kingdom** (whichever is reached first).

3. Additional Expenses – Accompanying Travelers and Visiting Family

We will pay

If during the **Period of Insurance** the **Insured Person** sustains **Accidental Bodily injury** or suffers the onset of illness which results in a valid claim under sub-section 1 or 2 of this Section:

- a. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the **Insured Person** was travelling on the **Trip** when such bodily injury or illness occurred provided that it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred.
- b. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children of either of them for the purposes of visiting the **Insured Person** whilst he/she remains in a hospital or nursing home within the **United Kingdom** as a direct result of such bodily injury or illness.

PROVIDED THAT:

- 1. As soon as is practicable after the occurrence of any **Accidental Bodily Injury** or onset of illness which may be the subject of a claim under this Section the **Insured Person** shall place himself/herself under the care of a qualified **Doctor** whose advice he/she must follow.
- 2. All such additional travel, subsistence and accommodation expenses must be authorised by the Medical Emergency Assistance Company prior to being incurred.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person;
- any medical treatment that You receive because of a Medical Condition or an illness related to a Medical Condition which You knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless declared to Us and accepted for cover in writing.
- 3. You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 4. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the Medical Emergency Assistance Company.
- 5. costs that arise over twelve (12) months after a claim was first notified.
- 6. all costs recoverable under Section 3 (Emergency Medical and Repatriation Expenses).
- 7. anything mentioned in the General Exclusions.

SECTION 5 - HOSPITAL BENEFIT

Please note: This Section does not apply to Trips taken within the United Kingdom.

We will pay

Up to the amount shown in **Schedule of Cover & Limits** if, as a result of an accident or illness that is covered under Section 3 (Emergency Medical and Repatriation Expenses) of this insurance, **You** go into hospital as an inpatient. **We** will pay a benefit for each complete twenty-four (24)-hour period that **You** are kept as an inpatient.

Please note: This benefit is only payable for the time that You are kept as an inpatient abroad and ceases if You go into hospital upon Your return to the United Kingdom. This amount is meant to help You pay any extra expenses such as taxi fares and phone calls.

We will not pay for claims arising directly or indirectly from

- 1. any medical treatment that You receive because of a Medical Condition or an illness related to a Medical Condition which You knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless declared to Us and accepted for cover in writing.
- 2. You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 3. anything mentioned in the General Exclusions.

SECTION 6 - PERSONAL EFFECTS & BAGGAGE*

* Unless You have opted to remove this Section of cover as shown on Your Policy Schedule.

We will pay

1. Personal Baggage

Up to the amount shown in the Schedule of Cover & Limits for the value of repair or replacement of Your own Personal Possessions (not hired, loaned or entrusted to You) which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum We will pay for all Valuables in total is limited to the amount shown in the Schedule of Cover & Limits, for any single article, Pair or Set of Articles limited to the amount shown in the Schedule of Cover & Limits.

NOTE

In the event of a claim for a **Pair or Set of Articles We** shall be liable only for the value of that part of the **Pair or Set of Articles** which is lost, stolen, damaged or destroyed. **You** should retain the all items in case **We** wish to see them, **You** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable.

2. Delayed Baggage

Up to the amount shown in the **Schedule of Cover & Limits** for the cost of buying replacement necessities if **Your** own **Personal Possessions** are delayed in reaching **You** on **Your Outward Journey** for at least twelve(12) hours and **You** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

Important information:

You must act in a reasonable way to look after Your property as if uninsured and not leave it Unattended or unsecured in a public place;

PLEASE NOTE: Any amount We pay You under 2. Delayed Baggage will be deducted from Your claim if Your Personal Possessions prove to be permanently lost.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits of each and every incident per each Insured Person involved in the incident (not applicable to Delayed Baggage claims);
- 2. if You do not exercise reasonable care for the safety and supervision of Your property;
- 3. loss, destruction, damage or theft of any items left Unattended in a public place, or a place to which members of the general public have access.
- 4. if Your Personal Possessions are lost, damaged or delayed in transit, and You do not notify the carrier (i.e. airline, shipping company, etc.) and obtain a written carrier's report (or Property Irregularity Report in the case of an airline). In any instance, damage must be notified within fourteen (14) days of the date of occurrence.
- 5. loss, destruction, damage or theft:
 - a. not reported to the police within forty-eight (48) hours of discovery and You do not obtain a written police report.
 - b. from confiscation or detention by customs or other officials or authorities;
 - c. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, sports gear whilst in use (other than Ski Equipment or Golf Equipment for Trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products including electrical tobacco products.
 - d. due to wear and tear, denting or scratching, moth or vermin;
 - e. of Valuables left as checked-in baggage.
- 6. mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in.
- 7. Valuables stolen from an Unattended vehicle.
- 8. **Personal Possessions** stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry.
- 9. loss or theft or damage to Personal Money (please refer to section 8 Personal Money and Cash).
- 10. loss or theft or damage to Business Equipment (please refer to section 25 Business Equipment).
- 11. any shortages due to error, omission or depreciation in value.
- 12. any property more specifically insured or recoverable under any other source.
- 13. the cost of replacement locks.
- 14. We will only pay up to £50 any single article or for any one Pair or Set of Articles, if You cannot provide an original receipt or other satisfactory proof of ownership and value to support the claim. Evidence of replacement value is insufficient.
- 15. claims where You are unable to provide receipts or other reasonable proof of ownership wherever possible for the items being claimed.
- 16. breakage of fragile objects or breakage of sports equipment while being used.
- 17. damage due to scratching or denting unless the item has become unusable as a result of this.
- 18. if **Your Personal Possessions** are delayed or detained by Customs, the police or other officials.
- 19. loss of jewellery (other than wedding rings) while swimming or taking part in sports and activities.
- 20. losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within Your baggage.
- 21. anything mentioned in the General Exclusions.

SECTION 7 - MOBILITY AIDS

We will pay

Up to the amount shown in the Schedule of Cover & Limits, if Your Mobility Aid is lost, stolen or damaged during Your Trip, for the reasonable cost of repair (or if it is beyond economical repair), the reasonable cost of replacement, after making proper allowance for fair wear and tear. In addition, We will pay the cost of temporary hire during Your Trip.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. damage due to normal wear and tear.
- 3. any item more specifically insured or losses recoverable under any other source.
- 4. **Mobility Aids** not owned by **You.**
- 5. If **You** do not exercise reasonable care for the safety and supervision of **Your** property.
- 6. anything mentioned in We will not pay for Section 6 (Personal Effects and Baggage) and the General exclusions.

SECTION 8 – PERSONAL MONEY AND CASH

We will pay

Up to the amount shown in the Schedule of Cover & Limits if Your Personal Money is lost or stolen whilst being carried on Your person or left in a locked safety deposit box (or equivalent facility).

PLEASE NOTE:

You must notify the local police within twenty-four (24) hours of discovery and obtain a police report. Failure to do so may invalidate Your claim.

- 1. the Excess shown in the Schedule of Cover & Limits of each and every incident per each Insured Person involved in the incident.
- 2. if You do not exercise reasonable care for the safety and supervision of Your property.
- 3. Personal Money which You do not carry with You unless it is being held in a locked safety deposit facility.
- 4. loss due to variations in exchange rates.
- 5. loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access.
- 6. **Personal Money** stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry.
- 7. any shortages due to error, omission or depreciation in value.
- 8. anything mentioned in the General Exclusions.

SECTION 9 - LOSS OF PASSPORT

We will pay:

Up to the amount shown in the Schedule of Cover & Limits for;

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

We will not pay for claims arising directly or indirectly from

1. the Excess shown in the Schedule of Cover & Limits per Insured Person.

- 2. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
- 3. loss or theft unless
 - a. You have reported the loss or theft to the nearest Police authority within twenty-four (24) hours of discovery and
 - b. You have obtained a written Police report.
- 4. loss of or theft from an **Unattended** vehicle at any time.
- 5. Passports and or travel documents which You do not carry with You unless they are being held in a locked safety deposit facility.
- 6. anything mentioned in the General Exclusions.

SECTION 10 - TRAVEL DELAY

This Section does not apply to Trips within the United Kingdom (except for Trips between the United Kingdom the Channel Islands and the Isle of Man).

We will pay

- 1. Up to the sum insured shown in the Schedule of Cover & Limits if the departure of the Public Transport on which You are booked to travel is delayed by at least twelve (12)hours;
- 2. Up to £100 per night (maximum two (2) nights) for room only accommodation after the first full twelve (12) hour delay; or
- 3. Up to the amount under Section 1 (Cancellation of Trip) as shown in the Schedule of Cover & Limits (after deduction of the Excess per Insured Person) if You abandon the Trip (on the Outward Journey only) after the first full twelve (12) hours due to the delay of Your outward or return flight, sea crossing, coach or train departure to or from the United Kingdom for more than twelve (12) hours beyond the booked departure time as a result of:
 - a. Strike or Industrial Action provided that when Your Policy was taken out, there was no reasonable expectation that the Trip would be affected by such cause.
 - b. adverse weather conditions.
 - c. mechanical breakdown or technical fault of the aircraft, coach, train or seavessel.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. You not checking-in for the flight, sea crossing, coach or train departure before the intended departure time.
- 3. You not obtaining written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay.
- 4. any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country.
- 5. anything mentioned in the General Exclusions.

PLEASE NOTE:

This Section applies to delays only at the final point of international departure from and to the United Kingdom.

It is hereby understood and agreed that cover is extended to residents of the Isle of Man and Channel Islands travelling to mainland **United Kingdom** with prebooked travel arrangements only.

SECTION 11 - MISSED DEPARTURE

This Section does not apply to Trips within the United Kingdom (except for Trips between the United Kingdom the Channel Islands and the Isle of Man).

We will pay

Up to the amount shown in the Schedule of Cover & Limits for necessary and reasonable travel and accommodation expenses required to reach Your booked destination, if:

- 1. the vehicle **You** are travelling in to reach **Your** international departure point breaks down or is involved in an accident; or
- 2. the **Public Transport You** are using to reach **Your** international departure point is delayed, resulting in **You** arriving too late to commence **Your** booked **Trip.** Accommodation and travel should be of an equivalent standard or class to that booked as part of **Your Trip.**

We will not pay for claims arising directly or indirectly from

- 1. You not allowing sufficient time for Your journey to the airport or port or other international departure point to catch the conveyance in which You are travelling.
- 2. Public Transport provider failure unless You get a letter from the provider confirming that the service did not run on time.
- 3. the accident or breakdown of **Your** vehicle unless **You** get confirmation of the delay from the authority who went to the accident or breakdown affecting the vehicle **You** were travelling in.
- 4. any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued.
- 5. anything mentioned in the General Exclusions.

Special conditions which apply to this Section:

Under this Policy You must:

- 1. In the event of a claim arising from any delay arising from traffic congestion obtain written confirmation from the Police or emergency breakdown services of the location, stating the reason for and duration of the delay.
- 2. Allow sufficient time for the scheduled Public Transport or other transport to arrive on schedule and to deliver You to the departure point.

SECTION 12 – CONNECTING FLIGHTS

We will pay

Up to the amount shown in the Schedule of Cover & Limits for Your reasonable additional travel and accommodation costs (room only) You have to pay:

- a. to reach Your overseas destination
- b. where You are on a multi-centre holiday to reach Your next destination as shown on Your travel itinerary; or
- c. on Your return journey Home within the United Kingdom

that You cannot claim back from any other source if You fail to arrive at the departure point in time to board any onward connecting flight or Public Transport (whether overseas or in the United Kingdom) on which You are booked to travel as a result of:

- 1. the failure of other flight or Public Transport; or
- 2. Strike or Industrial Action or adverse weather conditions; or
- 3. You being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within twelve (12) hours.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. any costs incurred by You which are recoverable from the transport operator or for which You receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- 3. any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements.
- 4. any costs which **You** would have expected to pay during **Your Trip**.
- 5. any claims arising directly or indirectly from circumstances known to **You** prior to the date the insurance is purchased by **You** or at the time of booking the **Trip** (whichever is the later) which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
- 6. claims arising directly or indirectly from a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued.
- 7. scheduled flights not booked in the United Kingdom.
- 8. costs which You can recover from elsewhere. For example, payments recoverable from Your credit or debit card issuer.
- any claim arising directly or indirectly from denied boarding due to Your drug use, alcohol or solvent abuse or Your inability to provide a valid passport or other documentation required by the transport operator or their handling agent.
- 10. 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.
- 11. anything mentioned in the general exclusions.

Special conditions which apply to this Section:

Under this Policy You must:

- 1. in the event of a claim arising from any delay arising from traffic congestion obtain written confirmation from the Police or emergency breakdown services of the location, stating the reason for and duration of the delay.
- 2. allow sufficient time for the flight or scheduled Public Transport or other transport to arrive on schedule and to deliver You to the departure point.

SECTION 13 - PERSONAL ACCIDENT

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the following benefits, to You or Your legal personal representative, if You suffer an accident during Your Trip which, within twelve (12) months after the date of that accident, is the sole cause of Your:

- 1. Death
- 2. Loss of Limb, total and permanent Loss of Sight in one or both eyes
- 3. Permanent Total Disablement

For persons aged under eighteen (18) years or over seventy-five (75) years at the time of the incident, the death benefit will be limited to funeral expenses up to £5,000 and there will be no cover for **Permanent Total Disablement**)

We will not pay for any claims arising directly or indirectly from

- 1. Your sickness or disease.
- 2. Your physical or mental condition that is gradually deteriorating.
- 3. an injury which existed prior to the commencement of the **Trip**.
- 4. Pregnancy (See General Exclusions).
- 5. any claims under this Section not notified to Us within twelve (12) months of the date of the accident.
- 6. anything mentioned in the General Exclusions.

SECTION 14 - PERSONAL LIABILITY

We will pay

Up to the amount shown in the Schedule of Cover & Limits, for Your legal expenses and legal liability for damages due to an accident that happened during Your Trip for:

- 1. Accidental Bodily Injury to a third party who is not a member of Your Family, household or employed by You;
- 2. loss of or damage to property belonging to a third party which does not belong to and is not in the charge or control of **You**, or any member of **Your Family**, household or employee;
- 3. damage to Your temporary holiday accommodation (subject to the Excess shown in the Schedule of Cover & Limits for property damage) that does not belong to You, or any member of Your Family, household or employee.

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- legal expenses or damages resulting from an injury to Your employee, or a member of Your Family or household or damage to the property of Your employee, or a member of Your Family or household.
- 3. fines imposed by a Court of Law or other relevant bodies.
- 4. anything caused directly or indirectly by:
 - a. liability which You are responsible for, because of an agreement You have entered into which would not apply in the absence of that agreement.
 b. injury, loss or damage arising from:
 - ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms;

- ii. the occupation (except temporarily for the purpose of the Trip) or ownership of any land or buildings;
- iii. the carrying out of any trade or profession; Manual Work or hazardous occupation.
- iv. racing of any kind;
- v. any deliberate act;
- c. liability covered under any other insurance policy.
- 5. any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immun e Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 6. anything mentioned in the General Exclusions.

PLEASE NOTE:

This Section does not cover any claim resulting from the ownership or use of motorised vehicles - You need to take out separate motor insurance cover if You intend to drive a car or other vehicle during Your Trip.

SECTION 15 - LEGAL EXPENSES

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, (but not more than £50,000 in total for all **Insured Persons**) for **Your** legal costs and expenses incurred to claim for compensation or damages for negligence against a third party if **You** are injured or **You** die during the period of **YourTrip**.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. costs or expenses that We have not agreed to.
- 3. any claim not reported to Us within one hundred and eighty (180) days after the event giving rise to the claim.
- 4. any claim against a travel agent, tour operator or carrier, JustTravelcover.com or Us.
- 5. actions between members of the same family or household, or actions to enforce a judgment or legally binding decision.
- 6. any claim where **We** consider that **Your** prospects of success in achieving a reasonable benefit are insufficient or where the cost of the action could be more than the settlement.
- 7. anything mentioned in the General Exclusions.

SECTION 16 - CATASTROPHE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete twenty-four (24) hour period in respect of reasonable additional and **Irrecoverable Costs** for accommodation expenses incurred by **You** as a result of being forced to move from the accommodation booked in advance for **Your Trip** following anemergency or a government, provincial government, municipal or local declaration (unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, as this is excluded under General Exclusion 40 on page 33) of such emergency occurring during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.

We will not pay for claims arising directly or indirectly from

- 1. any claim arising from an emergency which was existing or in the public domain by the date You purchased this insurance or at the time of booking any Trip, whichever is the later.
- 2. any costs, expenses or compensation payable by or recoverable elsewhere, including but not limited to a carrier, travel agent, tour operator, tour organiser, airline, hotel, credit card company or other service provider.
- 3. where no contractual liability exists or where no financial loss has been sustained.
- 4. Your own decision not to stay in Your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so, unless the Foreign, Commonwealth & Development Office (FCDO) deem otherwise.
- 5. costs incurred if acting against the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **You** are travelling.
- 6. cost where You do not have an official report confirming the cause of the event which rendered Your accommodation uninhabitable and how long it lasted
- 7. anything mentioned in the General Exclusions.

SECTION 17 - MUGGING BENEFIT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete twenty-four(24) hour period and in total if **You** are hospitalised during **Your Trip** because of bodily injuries sustained during a mugging or similar violent and unprovoked attack.

We will not pay for claims arising directly or indirectly from

- 1. any incident where **You** cannot provide a report from the local police.
- 2. failure to notify the Medical Emergency Assistance Company as soon as possible after Your admission to hospital.
- 3. if **You** do not provide medical evidence from a qualified **Doctor** to confirm the injuries and treatment given.
- 4. anything mentioned in the General Exclusions.

SECTION 18 - HIJACK

We will pay

Up to the amount shown in the Schedule of Cover & Limits for each complete twenty-four (24) hour period and in total if You are prevented from reaching Your scheduled destination as a result of the aircraft or sea vessel in which You are travelling being hijacked.

- 1. the payment of ransom;
- 2. hijack that has not been reported to or investigated by the police or local authority and a written report has not been provided to **Us** confirming that **You** were involved along with the duration of the hijack which **You** were unlawfully detained.
- 3. anything mentioned in the General Exclusions.

SECTION 19 – UNINHABITABLE ACCOMODATION

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for additional accommodation and transport costs incurred if **You** need to move to substitute accommodation on arrival or at any other time during the **Trip** because **You** cannot use **Your** booked accommodation as a result of the following events:

- 1. insolvency of the providers of **Your** accommodation.
- 2. fire, Flood, storm, explosion, landslide, avalanche, hurricane, earthquake, tsunami or volcanic eruption making Your accommodation uninhabitable.

3. an outbreak of food poising or an infectious disease.

We will not pay for claims arising directly or indirectly from

- $1. \qquad \mbox{the Excess shown in the Schedule of Cover \& Limits per Insured Person.}$
- 2. any costs or charges also covered under any other section of this **Policy**.
- 3. any claim if **Your Trip** is booked as part of a package holiday.
- 4. any claim for additional transport and accommodation costs, which are of a higher standard than that of Your originally pre-booked transport and accommodation.
- any costs incurred by You which are recoverable from elsewhere including those from the transport operator, the accommodation provider or Your credit or debit card issuer or those for which You receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- 6. where no contractual liability exists or where no financial loss has been sustained.
- 7. Your own decision not to stay in Your pre-booked accommodation when official directives from local or national authorities state that it is safe and acceptable to do so, unless the Foreign, Commonwealth & Development Office (FCDO) deem otherwise.
- 8. any costs which You would have expected to pay during Your Trip.
- 9. anything mentioned in the General Exclusions.

Special conditions which apply to this Section:

You must obtain written confirmation from the company providing the service, or the local police that You could not use Your accommodation and the reason for this.

SECTION 20 – TERRORISM EXTENSION

If, during Your Period of Insurance, You are a victim of an act of Terrorism, the cover provided by this Policy extends to include injury, loss or damage to an Insured Person during Your Trip. This Section provides additional cover and is only operative if Gold cover purchased.

20.1 Cancellation & Rearrangement of Trip We will pay

Up to the amount shown in the Schedule of Cover & Limits if after You purchase Your Policy and within seven (7) days before Your Trip the United Kingdom

Foreign, Commonwealth & Development Office (FCDO) advise against all but essential travel or, against all travel.

- a. the reasonable addition expenses You incur in changing Your scheduled accommodation or transport so that You do not need to travel to or through that country; or
- b. if You cannot reasonably travel to an alternative destination and need to cancel before You commence Your Trip, the value of Your proportionate value of unused travel, accommodation arrangements and activities which You have paid, or You have contracted to pay (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid) and cannot recover in any other way.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. any charges in respect of Your Trip for which there is no contractual liability or which are recoverable elsewhere.
- 3. anything mentioned in the General Exclusions.

20.2 Curtailment

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the value of that portion of Your travel and/or accommodation arrangements paid for before Your Trip commenced and which are unused if You have to Curtail Your Trip and return to Your Home earlier than planned due to an act of Terrorism.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. Your booked accommodation is located at a distance greater than five (5) Kilometres from where the act of Terrorism takes place.
- 3. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
- 4. Your disinclination to travel or continue Your Trip or any loss of enjoyment on Your Trip.
- 5. anything mentioned in the General Exclusions.

20.3 Travel Delay

This Section does not apply to Trips within the United Kingdom (except for Trips between the United Kingdom the Channel Islands and the Isle of Man).

We will pay either

- a. the sum insured shown in the Schedule of Cover & Limits if the departure of the Public Transport on which You are booked to travel is delayed by at least twelve (12) hours due to an act of Terrorism; or
- b. up to the amount under Section 20.1 (Cancellation & Rearrangement of Trip) as shown in the Schedule of Cover & Limits (after deduction of the Excess per Insured Person) if You abandon the Trip (on the Outward Journey only) after the first full forty-eight (48) hours due to the delay of Your outward or return flight, sea crossing, coach or train departure to or from the United Kingdom for more than forty-eight (48) hours beyond the booked departure time as a result of an act of Terrorism.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. You not checking-in for the flight, sea crossing, coach or train departure before the intended departure time.
- 3. You not obtaining written confirmation from the airline, shipping, coach or train company stating the duration and the cause of the delay.
- 4. 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.anything mentioned in the General Exclusions.

PLEASE NOTE:

This Section applies to delays only at the final point of international departure from and to the United Kingdom.

It is hereby understood and agreed that cover is extended to residents of the Isle of Man and Channel Islands travelling to mainland **United Kingdom** with prebooked travel arrangements only.

SECTION 21 – BUMP COVER FOR STANDBY FLIGHT TICKET HOLDERS

We will pay

Up to the amount shown in the Schedule of Cover & Limits for any Irrecoverable Costs for accommodation, pre-booked excursion cost and other pre-paid charges which You have paid or are contracted to pay if an Insured Person who is travelling on a Standby Flight Ticket is denied boarding at the time of the flight closuredue to no seats being available and all alternative flights are fully booked (unless this was related to a Pandemic and/or Epidemic, including but not limited to Coronavirus, which is excluded under General Exclusion 40 on page 33).

We will not pay for claims arising directly or indirectly from

- 1. the Excess as shown on the Schedule of Cover & Limits for each and every claim.
- 2. any unused accommodation costs, pre-booked excursion costs and other per-paid charges which You have paid or are contracted to pay for claims related to tickets paid for that are not specifically Standby Flight Tickets.
- 3. any flight ticket costs.
- 4. anything mentioned under the General Exclusions.

SECTION 22 – WINTER SPORTS

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

WINTER SPORTS ACTIVITIES

The below are those activities that **We** classify as Winter Sports activities:

- Air Boarding
- Big Foot Skiing
- Cross country skiing (recognised paths)
- Dry Slope skiing/snowboarding
- Glacier walking or trekking (under 6000m)
- Ice fishing
- Kick sledging
- Langlauf
- Monoskiing
- Nordic skiing (recognised paths)
- Off piste skiing/snowboarding*
- Recreational ski or snowboard racing
- Ski racing or training (non-professional)
- Ski Randonnee

- Ski Run walking
- Ski Skimming
- Ski touring (with a guide)
- Ski/snowboard fun parks
- Skiing
- Sledging
- Snow biking
- Snow blading
- Snow tubing
- Snow mobiling (not covering personal accident or liability)
- Snow Zorbing
- Snowboarding
- Tobogganing

*Off Piste Skiing/Snowboarding

Off piste skiing is skiing on unmarked or ungroomed pistes or slopes and cover is included provided **You** never ski alone and adhere to local safety and ski patrol guidelines and warnings. There is no cover under this **Policy** if **You** ski in a closed or avalanche risk area. If **You** are not skiing with a guide or instructor **Your Policy** excludes cover where the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.

ACTIVITIES NOT COVERED

Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons or bobsleighs, ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events.

We may be able to offer cover for other sports and activities which aren't listed. If You plan to take part in a sport or activity that does not appear in the activity lists above, You should contact JustTravelcover.com for advice.

If You do not tell Us about Your planned sport or activity We may not pay any claims arising from Your participation

IMPORTANT ADVICE TO FOLLOW

- 1. Always adopt and follow the appropriate and recommended safety precautions when undertaking any winter sport activity.
- 2. Check that the area and the snow **You** wish to ski on is suitable for a skier at **Your** level.
- 3. Never ski in closed areas.
- 4. Never ski alone if going off piste.

1. SKI EQUIPMENT

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the value of repair or replacement of Your own Ski Equipment of a similar standard (after making proper allowance for wear and tear and depreciation) or hired Ski Equipment, if they are lost, stolen or damaged during Your Trip.

PLEASE NOTE:

Claims for owned Ski Equipment will only be calculated as follows:

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

2. SKI HIRE

We will pay

Up to the amount shown in the Schedule of Cover & Limits per day for the reasonable cost of hiring replacement Ski Equipment as a result of the accidental loss, theft or damage of Your own Ski Equipment during the Period of Insurance.

3. DELAYED SKI EQUIPMENT

We will pay

Up to the amount shown in the Schedule of Cover & Limits towards the cost of hiring replacement Ski Equipment necessities, if Your own Ski Equipment is delayed in reaching You on Your Outward Journey for at least twelve (12) hours and You have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. any sport or activity that is not listed and **You** have previously not informed **Us** about.
- 3. You not exercising reasonable care for the safety and supervision of Your own or Your hired Ski Equipment.
- 4. You not obtaining a written police report within twenty-four (24) hours of the discovery in the event of loss, burglary or theft of Your own or Your hired Ski Equipment.
- 5. Your own or Your hired Ski Equipment which is lost, damaged or delayed in transit, if You do not:
 - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline); or
 - b. follow up in writing within seven (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;
- 6. loss, destruction, damage or theft from confiscation or detention by Customs or other officials or authorities.
- 7. theft of **Your** own or **Your** hired **Ski Equipment** from an **Unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **You**), and there is evidence of forcible and violent entry.
- 8. anything mentioned in the General Exclusions.

4. SKI PACK

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, in all for the unused portion of **Your Ski Pack** costs paid for or contracted to be paid for before **Your Trip** commenced, where **You** do not **Curtail** the **Trip**, but are certified by a **Doctor** in the resort as being unable to ski and unable to use the **Ski Pack** facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused items.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. claims that are not confirmed as medically necessary by the **Medical Emergency Assistance Company** and where a medical certificate has not been obtained from the attending **Doctor** confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities.
- 3. any claims because of a **Medical Condition** or an illness related to a **Medical Condition** which **You** knew about at the time of purchasing this insurance and/or at the time of commencing travel and which could reasonably be expected to lead to a claim unless declared to **Us** and accepted for cover in writing.
- 4. You not complying with the Health and Pre-Existing Medical Conditions on pages 9 and 10.
- 5. anything mentioned under what You are not covered for of Section 3 (Emergency Medical & Repatriation Expenses).
- 6. anything mentioned under the General Exclusions.

5. PISTECLOSURE

This Section only applies between 1st December and 30th April if **You** are travelling to the Northern hemisphere or between 1st May and 30th September if **You** are travelling to the Southern hemisphere, if there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing.

We will pay

Up to the amount shown in the Schedule of Cover & Limits for:

- I. the costs **You** have to pay to travel to another resort; or
- II. each full day **You** are unable to ski, if **Your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the duration of the original pre-booked **Trip**.
- We will not pay for claims arising directly or indirectly from
 - 1. claims where You have not obtained confirmation of resort closure from the local representative.
 - 2. claims where not all skiing facilities are totally closed.
 - 3. claims where the lack of snow conditions are known or are public knowledge at the time You purchased Your Policy.
 - 4. anything mentioned in the General Exclusions.

6. AVALANCHE COVER

We will pay

i. Up to the amount shown in the **Schedule of Cover & Limits** for additional travel and accommodation costs **You** need to pay if **Your** outward or return journey is delayed for more than twelve (12) hours because of an avalanche. Accommodation and travel should be of an equivalent standard/class to that booked as part of **Your Trip**.

- 1. the costs incurred if You decide to move and it was considered safe to remain in Your pre-booked resort.
- 2. claims where You have not provided a written statement from the appropriate authority confirming the reason and duration of the delay.
- 3. anything mentioned in the General Exclusions.

SECTION 23 - CRUISE COVER

Please note: There is no cover provided for Cruises unless You have purchased the optional Cruise cover and have paid the required extra premium and this is shown on Your Policy Schedule.

In any event there is no cover for cargo or container ship travel.

1. MISSED PORT DEPARTURE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in joining **Your Cruise** ship journey at the next docking port if **You** fail to arrive at the international departure point in time to board the ship on which **You** are booked to travel on the initial international journey of **Your Trip** as a result of:

- 1. the failure of scheduled Public Transport;
- 2. an accident to or breakdown of the vehicle in which You are travelling;
- 3. a major accident or breakdown occurring ahead of You on a motorway which causes an unexpected delay to the vehicle in which You are travelling; or
- 4. Strike or industrial action or adverse weather conditions.

We will not pay for claims arising directly or indirectly from

- 1. You not allowing sufficient time for Your journey to the airport or port or other international departure point to catch the conveyance in which You are travelling.
- 2. Public Transport provider failure unless You get a letter from the provider confirming that the service did not run on time.
- 3. the accident or breakdown of Your vehicle unless You get confirmation of the delay from the authority who went to the accident or breakdown affecting the vehicle You were travelling in.
- 4. any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your Policy** and the date **Your** travel tickets or confirmation of booking were issued.
- 5. 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 such regulatory body in a country to/from which **You** are travelling.
- 6. additional expenses where **Your** planned arrival time at the port is less than three (3) hours in advance of the sail departure time if **You** are travelling independently and not part of an integrated **Cruise** package.
- 7. anything mentioned in General Exclusions.

Special conditions which apply to this Section:

Under this Policy You must:

- 1. in the event of a claim arising from any delay arising from traffic congestion obtain written confirmation from the Police or emergency breakdown services of the location, stating the reason for and duration of the delay.
- 2. allow sufficient time for the scheduled Public Transport or other transport to arrive on schedule and to deliver You to the departure point.

2. CABIN CONFINEMENT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** each twenty-four (24) hour period that **You** are confined by the ship's medical officer to **Your** cabin for medical reasons (unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, which is excluded under General Exclusion 40 on page 33) during the period of the **Trip**.

We will not pay claims directly or indirectly from

- 1. any confinement to Your cabin which has not been confirmed in writing by the ship's medical officer.
- 2. anything mentioned in the General Exclusions.

3. UNUSED EXCURSIONS

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the cost of pre-booked excursions, which You were unable to use as a direct result of being confined to Your own cabin due to an accident or illness which is covered under Section 3 (Emergency Medical & Repatriation Expenses).

We will not pay claims directly or indirectly from

1. anything mentioned in the General Exclusions.

4. ITINERARY CHANGE

We will pay

Up to the amount shown in the Schedule of Cover & Limits for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. The reason for the missed port must be confirmed by the Cruise operator.

We will not pay claims directly or indirectly from

- 1. a missed port caused by Strike or industrial Action if the Strike or Industrial Action was notified at the time that the insurance was purchased.
- 2. Your failure to attend the excursion as per Your itinerary.
- 3. instances when **Your** ship cannot put people ashore due to a scheduled tender operation failure.
- 4. anything mentioned in the General Exclusions.

5. CRUISE INTERRUPTION

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for additional travel expenses incurred to reach the next port in order to re-join the **Cruise**, following **Your** temporary illness (unless this was related to a **Pandemic** and/or **Epidemic**, including but not limited to **Coronavirus**, which is excluded under GeneralExclusion 40 on page 33) requiring hospital treatment on dry land.

We will not pay claims directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. where less than 25% of the Trip duration remains.
- 3. any known pre-existing Medical Condition affecting You unless stated on the Medical Declaration Schedule.
- 4. anything mentioned in the General Exclusions.

Special conditions which apply to this Section

Under this Policy You must:

1. Prior to arranging any additional travel, contact the **Medical Emergency Assistance Company** for approval and assistance with any travel arrangements. You must also obtain a medical certificate from the **Doctor** in attendance to confirm the details of **Your** unforeseen illness or injury.

If, at the time of requesting **Our** assistance in the event of an interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to **Your** unforeseen illness or injury, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

SECTION 24 - GOLF COVER

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

1 GOLE FOUIPMENT

We will pay

- 1. Loss of Golf Equipment
- Up to the amount shown in the Schedule of Cover & Limits, for the value of repair or replacement of Your own Golf Equipment (after making proper allowance for wear and tear and depreciation) or hired Golf Equipment, if they are lost, stolen or damaged during Your Trip.

Please note:

Claims for owned **Golf Equipment** will only be calculated as follows:

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

2. Hire of Golf Equipment

Up to the amount shown in the Schedule of Cover & Limits, for the cost of hiring replacement Golf Equipment as a result of the accidental loss, theft or damage of Your own Golf Equipment during the Period of Insurance.

We will not pay for claims arising directly or indirectly from

- 1. the Excess shown in the Schedule of Cover & Limits per Insured Person.
- 2. You not exercising reasonable care for the safety and supervision of Your own or Your hired Golf Equipment.
- 3. You not obtaining a written police report within twenty-four (24) hours of the discovery in the event of loss, burglary or theft of Your own or Your hired Golf Equipment.
- 4. the loss, damage or delay in transit of Your own or Your hired Golf Equipment if You do not;
 - a. notify the carrier (i.e. airline, shipping company etc.) as soon as possible and obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline); or
 - b. follow up in writing within seven (7) days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **You** are unable to obtain one immediately.
- 5. loss, destruction, damage or theft from confiscation or detention by Customs or other officials or authorities.
- 6. Your own or Your hired Golf Equipment being stolen from an Unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of You), and there is evidence of forcible and violent entry.
- 7. anything mentioned in the General Exclusions.

2. LOSS OF GREEN FEES

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, in total for the unused portion of **Your** Green Fees costs paid for or contract to be paid for before **Your Trip** commenced, where **You** do not **Curtail** the **Trip**, but are certified by a **Doctor** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused Green Fees.

We will not pay for claims arising directly or indirectly from

- 1. claims that are not confirmed as medically necessary by the **Medical Emergency Assistance Company** and where a medical certificate has not been obtained from the attending **Doctor** confirming that **You** are unable to golf and unable to use the golf facilities.
- 2. anything mentioned under What You are not covered for of Section3 (Emergency Medical & Repatriation Expenses).
- 3. anything mentioned in the General Exclusions.

SECTION 25 - BUSINESS EQUIPMENT

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

1. BUSINESS EQUIPMENT

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the loss, theft or damage of Your Business Equipment suffered during the Period of Insurance.

2. BUSINESS REQUIPMENT HIRE

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the reasonable cost of hiring equivalent replacement Business Equipment if during the Period of Insurance the Business Equipment held by You for business reasons is lost, stolen or damaged.

3. BUSINESS MONEY

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the following business items that You are responsible for:

- 1. Business Money
- 2. Travel Tickets
- 3. Green Card

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

- 1. the Excess as shown on the Schedule of Cover & Limits for each and every claim.
- 2. any loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven (7) days.
- 3. any loss and/or theft not reported to the police within twenty-four (24) hours of discovery, and a written police statement obtained.
- 4. any loss, theft or damage whilst left **Unattended** unless **You** have kept them in locked accommodation, a safe or a safety deposit box.
- 5. Business Equipment or Business Money left in a vehicle overnight.

- 6. any loss, theft or damage to mobile phones (including Pocket PC's Blackberrys, iPhone, PDA's and not covered under **Business Equipment**), loose precious stones, securities, deeds, bonds, stamps or documents of any kind.
- 7. loss, theft, or damage of Business Equipment and Business Money whilst in the custody of the carrier.
- 8. more than the value of the part of a Pair or Set of Articles which is lost, stolen or damaged.
- 9. anything mentioned under the General Exclusions.

Conditions

As well as the General Conditions on page 32, the following Conditions apply:

- 1. You must keep any damaged property so that We can inspect it. When We make a payment for that property, it will then belong to Us.
- 2. If You purchase a comparable replacement for a lost or damaged article, We shall pay for the replacement cost, providing that such article was less than three (3) years old at the time and that evidence of the original purchase is provided.
- 3. All Exclusions and Conditions from Section 6 (Personal Effects & Baggage) will apply to this Section.

SECTION 26 – WEDDING COVER

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

1. CEREMONIAL ATTIRE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for clothing and accessories owned by the **Insured Couple** (not borrowed or hired) which are lost, stolen or damaged during **Your Trip**. Payment will be based on the value of the attire at the time it was lost, stolen or damaged. An allowance may need to be made for wear, tear and loss of value depending on the age of the attire.

2. WEDDING GIFTS

We will pay

The **Insured Couple** up to the amount shown in the **Schedule of Cover & Limits** for wedding gifts which are lost, stolen or damaged after the wedding day and whilst **You** are still on **your Trip**. Please note the maximum amount **we** will pay for any one item, **Pair or Set of Articles** is shown in the **Schedule of Cover & Limits**. Please refer to the definition of **'Pair or Set of Articles'** on page 12.

3. WEDDING RINGS

We will pay

Up to the amount shown in the Schedule of Cover & Limits for the Insured Couple's wedding rings which are lost, stolen or damaged during Your Trip. The maximum amount We will pay for any one ring is shown in the Schedule of Cover & Limits.

4. WEDDING PHOTOGRAPHS AND VIDEO RECORDING

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for reasonable additional costs incurred to make photographic reprints, copy the video/digital recording or retake photographs/video or digital recordings at a later date either during the **Trip** or at a venue in the **United Kingdom** if:

- the professional photographer who was booked to take the photographs/video or digital recordings on Your wedding day is unable to fulfil their obligations
 due to bodily injury, illness or unavoidable and unforeseen transport delays.
- the photographs/video or digital recordings of **Your** wedding day taken by a professional photographer are lost, stolen or damaged after the wedding day and whilst **You** are still on the **Trip** or at the honeymoon location.

We will not pay for claims arising directly or indirectly from

- 1. the Excess as shown on the Schedule of Cover & Limits for each and every claim.
- 2. any unused accommodation costs, pre-booked excursion costs and other per-paid charges which **You** have paid or are contracted to pay for claims related to tickets paid for that are not specifically **Standby Flight Tickets**.
- 3. any flight ticket costs.
- 4. property You leave Unattended in a public place.
- 5. any claim for loss or theft of items which **You** do not report to the police within twenty-four (24) hours of discovering it and which **You** do not get a written police report for.
- 6. any claim for loss, theft or damage to items which You do not report to the relevant airline or transport company within twenty-four (24) hours of discovering it and which You do not get a written report for. In the case of an airline, a property irregularity report will be required from the airline. If the loss, theft or damage to Your property is only noticed after You have left the airport, You must contact the airline in writing with full details of the incident within seven (7) days of leaving the airport and get a written report from them.
- 7. any loss, theft or damage to Valuables which You do not carry in Your hand luggage while You are travelling on Public Transport or on an aircraft.
- 8. claims where You are unable to provide receipts or other reasonable proof of ownership wherever possible for the items being claimed.
- 9. breakage of fragile objects or breakage of sports equipment while being used.
- 10. damage due to scratching or denting unless the item has become unusable as a result of this.
- 11. loss due to variations in exchange rates.
- 12. if Your property is delayed or detained by Customs, the police or other officials.
- 13. loss of jewellery (other than wedding rings) while swimming or taking part in sports and activities.
- 14. losses caused by mechanical or electrical breakdown or damage caused by leaking powder to mobile phones (including smart phones and tablet computers), spectacles, dentures, hearing aids, artificial limbs, paintings, household equipment, bicycles and their accessories, motor vehicles and their accessories (this would include keys), marine craft and equipment or items of a perishable nature (meaning items that can decay or rot and will not last for long, for example, food).
- 15. anything mentioned in the General Exclusions.

You may claim under only one of the following Sections: 6 (Personal Effects and Baggage), or Section 26 (Wedding Cover).

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF SECTION 27 (END SUPPLIER FAILURE) AND SECTION 28 (TRAVEL DISPUTE)

- 1. No payment will be made under the following Sections without appropriate medical certification.
 - a. Cancellation of Trip
 - b. Curtailment
 - c. Emergency Medical and Repatriation Expenses
 - d. Hospital Benefit
 - e. Personal Accident
 - f. Personal Liability
 - g. Legal Expenses
 - h. Winter Sports
 - i. Golf Cover
- 2. If We require any medical certificates, information, evidence and receipts, these must be obtained by You at Your expense.
- 3. In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **We** are entitled to a post mortem examination, both at **Our** expense.
- 4. You must contact the Medical Emergency Assistance Company as soon as possible if You are admitted to hospital as an inpatient or if You have medical treatment which is likely to cost more than £500 (or its equivalent in local currency). Failure to do so may affect the assessment of Your claim.
- You must wherever possible use medical facilities which entitle You to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC) in Europe (including Switzerland) and You must register on arrival in Australia with MEDICARE.
- 6. At all times **You** must take all reasonable precautions to avoid injury, illness, disease, loss or theft or damage and take all reasonable steps to safeguard **Your** property from loss or damage and to recover any lost or stolen article.
- 7. This insurance Policy will only respond to claims for Irrecoverable Costs once those principally responsible for reimbursing the cost have been exhausted. For example transport and accommodation costs You should, in the first instance, contact Your tour operator, airline, accommodation provider, credit or debit card providers to source a refund, as in most instances, either as a result of the Package Travel & Linked Arrangement Regulations 2018; EU Transport Regulations; Consumer Credit Act; or Debit card charge backs, a refund is legally due.
- 8. We are entitled to take over any rights in the negotiation, defence or settlement of any claim in Your name and to take proceedings in Your name for Our benefit against any other party.
- 9. We are entitled to ask You to repay Us any amounts that We have paid to You that are not covered by Your Policy and to refuse to pay or limit the amount paid of any claim where You have not provided sufficient receipts, bills or evidence to support Your claim.
- 10. We may at any time pay to You Our full liability under the Policy after which no further payments will be made in any respect.
- 11. It is a condition of this insurance that **You** take reasonable care to ensure **You** tell **Us** of any facts **We** ask for and which could affect this insurance. If **You** do not, **You** may not be fully covered and this may result in **Us** refusing a claim, or only paying part of a claim, or **We** may cancel **Your** insurance **Policy**.
- 12. If at the time of any incident which results in a claim under **Your Policy**, there is any other insurer covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share and are entitled to contact that insurer for a contribution (not applicable to Section 13 Personal Accident).
- 13. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14. Unless specifically agreed to the contrary this insurance shall be subject to the Law of England and Wales.
- 15. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Claims Helpline Service during this period.
- 16. Several Liability Notice. The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF SECTION 27 (END SUPPLIER FAILURE) AND SECTION 28 (TRAVEL DISPUTE)

We will not pay anything directly or indirectly caused by:

- 1. any claim arising from:
 - Your suicide or attempted suicide; or
 - You injuring Yourself deliberately or putting Yourself in danger (unless You are trying to save a human life).
- 2. Your use of drugs.
- 3. Your excessive consumption of alcohol by which We mean where You have drunk so much alcohol that a Doctor has stated that Your alcohol consumption has caused or actively contributed to Your injury or illness, the results of a blood test at the time of injury or illness shows that Your blood alcohol level exceeds 0.19% that is approximately one point five (1.5) litres of beer or four (4) 175ml glasses of wine or a witness report of a third party that has advised that You have notably impaired Your faculties and/or judgment.
- 4. Your alcohol intake whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgment when combined with alcohol whether such drugs are prescribed or not.
- 5. any claim which is as a result of **You** having been diagnosed as suffering from acute alcohol intoxication, alcohol dependency or alcohol withdrawal.
- 6. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft).
- 7. air travel within twenty-four (24) hours of scuba diving.
- 8. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under Section 27 (End Supplier Failure Insurance) extension for non-packaged holidays.
- any loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from Your credit card provider under section 75 of the Consumer Credit Act, or any other specific legislation for transport or travel providers;
- 10. any costs already accepted or offered by Your transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- 11. any costs if You are unable to prove Your financial loss;
- 12. consequential loss of any kind; for example, loss of earnings due to You being unable to return to work following injury or illness or cost of replacement locks if keys are lost.
- 13. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel or the radioactive toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it, or being exposed to the **Utilisation of Nuclear**, **Chemical or Biological Weapons of Mass Destruction**
 - b. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

14. loss or damage arising from:

a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether War be declared or not), civil war, rebellion, revolution,

insurrection, civil commotion or uprising, blockade, military or usurped power;

- any act of Terrorism not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to Section 3 (Emergency Medical Emergency and Repatriation Expenses) or Section 13 (Personal Accident) provided that the Insured Person suffering Accidental Bodily Injury or illness has not participated in or conspired in such activities;
- 15. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a) or b) above.
- 16. You riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if You fail to wear a crash helmet or You do not comply with the licensing laws of the country in with the accident occurs, or have not paid the appropriate additional premium.
- 17. You driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate UK licence which permits You to drive the type and capacity of vehicle, or when not insured under a motor insurance policy.
- 18. You not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
- 19. any claims arising from Your participation in or practice of professional or organised sports, motor racing, speed or endurance tests, taking part in dangerous expeditions or the crewing of a vessel outside European Waters, Hazardous Pursuits or Manual Work unless the appropriate additional premium has been paid and it is shown on Your Policy Schedule.
- 20. winter sports of any kind unless the appropriate premium has been paid and it is shown on **Your Policy Schedule.** Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, ice hockey, the use of skeletons or bobsleighs; ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events. Never ski alone if going off piste. Please be aware **Your Policy** excludes cover in the event of any claim where **You** or the **Insured Person** has skied alone off piste or the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.
- 21. any claims relating to a **Cruise** holiday unless the appropriate premium has been paid and it is shown on **Your Policy Schedule**. In any event there is no cover for cargo or container ship travel.
- 22. accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 23. any payment which You would normally have made during Your travels, if nothing had gone wrong;
- 24. Your pregnancy:
 - I. after the twenty-sixth (26th) week of gestation for a single pregnancy and sixteen (16) weeks in respect of a multiple pregnancy
 - II. If any complications exist with this or any previous pregnancy;
 - III. if it is the result of medically assisted reproductive programs, including but not limited to IVF and GIFT;
 - IV. for medical treatment and investigation that is normally conducted in respect of pregnancy or which is not for an unexpected, serious medical complication;
 - V. for the cost of childbirth (regardless of the proximate cause and irrespective of what stage of gestation the child is born); or
 - VI. the cost of medical treatment for a newborn child.
- 25. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 3 (Emergency Medical Emergency and Repatriation Expenses) or Section 13 (Personal Accident).
- 26. Your travel to a country or specific area or event where prior to Your Trip commencing the Foreign, Commonwealth & Development Office (FCDO) have advised against all or all but essential travel.
- 27. the closure of **United Kingdom** or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any Country.
- 28. claims arising from Your willful, malicious or unlawful acts.
- 29. any claim arising directly or indirectly from a change in circumstances from that originally declared on Your medical screening including Medical Conditions or Change in Health or anyone's good health on which Your Trip depends that You knew about before Your Trip commenced unless We have agreed in writing.
- 30. any claims arising from **Your** participation in or practice of any professional entertaining.
- 31. We shall not provide any cover or pay any claim or provide any benefit to the extent that this cover, payment of a claim or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.
- 32. any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - ii. any computer virus;
 - iii. any computer related hoax relating to i and/or ii above.
- 33. any claim arising as a result of You failing to get the inoculations and vaccinations that You need in relation to Your Trip.
- 34. You are not covered if You are travelling with the purpose of receiving medical treatment abroad.
- 35. You are not covered for any claim arising from natural catastrophe which were existing or in the public domain by the date You purchased this insurance or at the time of booking any Trip, whichever is the later.
- 36. any claim relating to an incident which You were aware of at the time You purchased this insurance and which could reasonably be expected to lead to a claim.
- 37. any claim arising from civil riots, blockades, strikes or industrial action of any type (except for **Strikes or Industrial Action** which were not existing or publicly announced by the date **You** purchased this insurance or at the time of booking any **Trip**).
- 38. any claim if **You** already have a more specific insurance covering this (for example, if an item **You** are claiming for under Section 6 (Personal Effects and Baggage) is a specified item on **Your** household contents insurance policy).
- 39. the fear or threat of a Pandemic and/or Epidemic, including but not limited to Coronavirus.
- 40. a Pandemic and/or Epidemic, including but not limited to Coronavirus.

In the event of a conflict between this general exclusion and any other term in **Your Policy** terms and conditions, this general exclusion takes precedence.

This general exclusion applies to all sections of cover with the exception of Section 1 - Cancellation of Trip, Section 2 – Curtailment, Section 3 – Emergency Medical and Repatriation Expenses, Section 27 – End Supplier Failure and Section 28 – Travel Dispute, as long as, prior to **Your Trip** commencing, the Foreign, Commonwealth & Development Office (FCDO) had NOT advised against all (or all but essential) travel to **Your** intended destination.

MEDICAL AND OTHER EMERGENCIES

Your Travel insurance **Policy** is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred unless these have been specifically agreed and authorised by the **Medical Emergency Assistance Company**.

The **Medical Emergency Assistance Company** will provide immediate help if **You** are ill, injured or die outside the **United Kingdom**. They provide a 24-hour emergency service three hundred and sixty-five (365) days a year. The contact details are as follows:

Medical Emergency Assistance Company Phone: + 44 (0) 203 819 7170 E-mail: internationalhealthcare@healix.com

Please have the following information available when You (or someone on Your behalf) contact the Medical Emergency Assistance Company so that Your case can be dealt with swiftly and efficiently:

- Your name, Home address and email;
- Your mobile phone number and contact phone number abroad;
- The hospital and treating **Doctor's** details;
- Your Policy number shown on Your Policy Schedule; and
- The name, address and contact phone number of Your GP.

Please quote the scheme name which is: Avion Travel Insurance.

Please note: This is not a private medical insurance. If You go into hospital abroad and You are likely to be kept as an inpatient for more than twenty-four (24) hours or if your outpatient treatment is likely to cost more than £500, someone must contact the Medical Emergency Assistance Company for You as soon as reasonably possible. If they do not, We may not provide cover or We may reduce the amount We pay for Your inpatient or outpatient treatment.

In the event that **you** require inpatient hospital treatment and/or evacuation /repatriation, it is imperative that the **Medical Emergency Assistance Company** is contacted and authorisation obtained prior to such treatment and/or evacuation/repatriation taking place.

Failure to contact the **Medical Emergency Assistance Company** and obtain authorisation may prejudice the claim and could mean that some or all of the costs involved may not be paid. You should not attempt to find Your own solution and then expect full reimbursement from us without prior approval having been obtained from the **Medical Emergency Assistance Company**.

If you have to return to the United Kingdom under Section 2 (Curtailment) or Section 3 (Emergency Medical and Repatriation Expenses) the Medical Emergency Assistance Company must authorise this. If they do not, We may not provide cover or We may reduce the amount We pay for Your return to the United Kingdom.

All cover ceases If You have to return to the United Kingdom under Section 2 (Curtailment) or Section 3 (Emergency Medical and Repatriation Expenses), cover cannot be provided to resume Your trip, or for further Trips if You have a single trip Policy.

HOW TO MAKE A CLAIM (SECTIONS 1-26)

You must register a claim under Sections 1 to 26 by contacting the following company:

Claims Settlement Agencies 308-314 London Road, Hadleigh, Benfleet, Essex, SS7 2DD

Tel: 01702 553443 E-mail: info@csal.co.uk

Claims Settlement Agencies are open Monday to Friday between 9am and 5.30pm. A claim form will be sent to You as soon as You tell them about Your claim.

To download a claim form please visit www.csal.co.uk

The fastest and easiest way to make a claim is online at www.submitaclaim.co.uk/jus

The process should take approximately 10-15 minutes to complete (depending on the type of claim), but before continuing **You** should ensure **You** have **Your Policy Schedule, Trip** dates, supporting documentation and details of the incident.

Claims Cooperation

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

Access to additional materials

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

Right to medical records and medical examination

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

FOR CLAIMS UNDER SECTION 27 (END SUPPLIER FAILURE INSURANCE)

Please contact: IPP Claims at Cunningham Lindsey Oakleigh House 14-15 Park Place Cardiff CF10 3DQ

Telephone:+44 (0) 208 776 3752Email:insolvency-claims@ipplondon.co.ukWebsite:www.ipplondon.co.uk/claims.asp

FOR CLAIMS UNDER 28 (TRAVEL DISPUTE)

Please contact: Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF Telephone: **01384 377000**

HOW TO MAKE A COMPLAINT (SECTIONS 1-26)

We aim to provide the highest standard of service to every customer. If **Our** service does not meet **Your** expectations, **We** want to hear about it so **We** can try to put things right. All complaints **We** receive are taken seriously. The following will help **Us** understand **Your** concerns and give **You** a fair response.

Making Your complaint

1. If Your complaint relates to Your claim:

A. In the first instance please contact:

Claims Settlement Agencies, 308-314 London Road, Hadleigh, Benfleet, SS7 2DD

Tel: 01702 553443 Email: info@csal.co.uk

When You make contact please provide the following information;

- Your name, address and postcode, telephone number and e-mail address (if You have one).
- Your Policy and/or claim number, and the type of Policy You hold.
- the reason for Your complaint.

Any written correspondence should be headed "Complaint" and You may include copies of supporting material.

If We are unable to resolve Your complaint immediately, We will send You a written acknowledgement within two (2) days of receipt. We will then investigate Your complaint and, in most cases, send You a full response in writing within two (2) weeks of receipt.

In exceptional cases, where **We** are unable to complete **Our** investigations within two (2) weeks, **We** will send **You** a full written response as soon as **We** can, and in any event within four (4) weeks of receipt of **Your** complaint.

B. If You remain dissatisfied with Our response:

You can raise the matter with the Financial Services and Pensions Ombudsman (FSPO), an independent body that adjudicates on complaints, at the following address:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29

Telephone: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie

2. If Your complaint relates to Your Policy:

A. In the first instance please contact:

The Office Manager JustTravelcover.com, Victoria House Toward Road Sunderland SR1 2QF

Tel: 0333 033 0021 Email: admin@justtravelcover.com When **You** make contact please provide the following information;

- Your name, address and postcode, telephone number and e-mail address (if You have one).
- Your Policy and/or claim number, and the type of Policy You hold.
- the reason for Your complaint.

Any written correspondence should be headed "Complaint" and You may include copies of supporting material.

If We are unable to resolve Your complaint immediately, We will send You a written acknowledgement within two (2) days of receipt. We will then investigate Your complaint and, in most cases, send You a full response in writing within two (2) weeks of receipt.

In exceptional cases, where **We** are unable to complete **Our** investigations within two (2) weeks, **We** will send **You** a full written response as soon as **We** can, and in any event within four (4) weeks of receipt of **Your** complaint.

B. If You remain dissatisfied with Our response:

You can raise the matter with the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. You have six (6) months from the date of Our final response to refer Your complaint to the FOS.

If **We** cannot resolve **Your** complaint **You** may refer it to Financial Ombudsman Service (FOS at the following address: Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 – From UK Landline Telephone: 0300 123 9123 – From UK Mobile Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Complaints about non-insured events and Your travel arrangements must be referred to Your travel organiser.

Making a complaint does not affect Your right to take legal action.

How We use personal information

We will use the information from Your Policy for the purpose of providing You with insurance services and additional products and services. We fully accept Our responsibility to promote the privacy of customers and the confidentiality and security of information entrusted to Us.

The information provided by You or on Your behalf of when the Policy was taken out, together with other information, will be used by Us, Our Group companies and Our service providers and agents. It will be used for administration, customer service and claims.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies. **You** have provided information in connection with the purchase and performance of this insurance **Policy** and **You** have consented to the processing of the personal data, including sensitive personal data and **You** have consented to the transfer of this information abroad.

Unless **You** have informed **Us** otherwise, **We** or **Our** service providers and agents may contact **You** by mail or telephone to let **You** know about any goods, services or promotions that may be of interest to **You** and/or share **Your** information with organisations that are **Our** business partners. Under the UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679, **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information held about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. Any information which is found to be incorrect will be corrected promptly.

We may monitor and/or record communication with Us either directly or by reputable organisations selected by Us, to ensure consistent servicing levels and account operation.

We will keep information about You only for as long as is appropriate.

In certain circumstances, We may need Your consent to process certain categories of information about You (including sensitive details such as information about Your health). Where We need Your consent, We will ask You for it separately. You do not have to give Your consent and You may withdraw Your consent at any time. However, if You do not give Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit and may prevent Us from providing cover for You or handling Your claims.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is/are available online on **Our** website www.chaucerplc.com/privacy-cookie-policy/ or in other formats on request. If **You** require details of the JustTravelcover.com privacy policy, this can be found online at http://www.justtravelcover.com/privacy

UK Data Protection Act 2018 which incorporates the General Data Protection Regulation (EU)2016/679.

SECTION 27 - END SUPPLIER FAILURE INSURANCE

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

Certificate of Insurance

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 OPR, United Kingdom and is underwritten by Liberty Mutual Insurance SE (**The Insurer**).

The Insurer will pay up to £1500 in total for each Person-Insured named on the Invoice for:

1. Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure

or

- 2. In the event of **Financial Failure** after departure:
 - a) additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the Curtailment of the travel arrangements; or
 - b) if Curtailment of the holiday is unavoidable the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or NorthernIreland to a similar standard of transportation as enjoyed prior to the Curtailment of the travel arrangements.

Financial Failure means the End Supplier becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier means the company that owns and operates the services listed in point 1 above.

The Insurer will not pay for:

- 1. Travel or accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Northern Ireland prior to departure
- 2. Any End Supplier which is, or which any prospect of Financial Failure is known by the Insured or widely known publicly at the date of the Insured's application under this Policy
- 3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
- 4. The Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
- 5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach Your pre-booked hotel following the **Financial Failure** of an airline.

CLAIMS PROCEDURE

International Passenger Protection (IPP) claims only - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following by quoting **Your Policy** number, Travel Insurance Policy name and **reference ESFI-V2.20**:

IPP Claims at Sedgwick Oakleigh House 14-15 Park Place Cardiff CF10 3DQ

Telephone: +44 (0)345 266 1872 Email: insolvency-claims@ipplondon.co.uk

Website: www.ipplondon.co.uk/claims.asp

ALL OTHER CLAIMS - REFER TO YOUR INSURANCE POLICY AND SEE ALTERNATIVE CLAIMS PROCEDURE.

HOW TO MAKE A COMPLAINT

If You have a complaint, We really want to hear from You. We welcome Your comments as they give Us the opportunity to put things right and improve Our service to You.

Please telephone **Us** on: (020) 8776 3750. Or write to:

International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR Fax: (020) 8776 3751 - Email: info@ipplondon.co.uk

Please make sure that You quote the Policy number which can be found on Your Schedule.

It is **Our** policy to acknowledge any complaint within 5 working days advising **You** of who is dealing with **Your** concerns and attempt to address them. **We** will provide **You** with a written response outlining **Our** detailed response to **Your** complaint within four weeks of receipt of the complaint. **You** will receive either **Our**written response or an explanation as to why **We** are not in a position to provide one within eight weeks of receipt of **Your** complaint.

If You are not satisfied with the response You receive or We have failed to provide You with a written response, You may have the right to contact the FinancialOmbudsman Service at the following address.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

More information can be found on their website – www.financial-ombudsman.org.uk. To confirm whether **You** are eligible to ask the Financial Ombudsman Service to review **Your** complaint please contact them at https://www.financial-ombudsman.org.uk/consumers/how-to-complain.

Alternatively, as LMIE is a Luxembourg insurance company, You are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances, 7, boulevard Joseph II, L-1840 Luxembourg Telephone: (+352) 22 69 11 – 1 - email: caa@caa.lu or Service National du Médiateur de la consommation – Individual Consumers ONLY Ancien Hôtel de la Monnaie, 6, rue du Palais de Justice, L-1841 Luxembourg Telephone: (+352) 46 13 11 - email: info@mediateurconsommation.lu or

Médiateur en Assurances

ACA, 12, rue Erasme, L-1468 Luxembourg – Telephone: (+352) 44 21 44 1

Making a complaint will not affect **Your** right to take legal action.

SECTION 28 – TRAVEL DISPUTE

This Section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule. Important Notice Regarding the

operation of this Policy

Failure to comply with the following terms could mean that we decline to pay Your claim.

 All potential claims must initially be reported to Our appropriate Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

Claims Notification & Advice Helpline Service - 01384 377000

- This is a **Policy** where **You** must notify **Us** during the **Period of Insurance** and within thirty (30) days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this **Policy**. Failure to do so could mean that **We** decline to pay a claim for **Your** Professional Fees.
- Whilst the **Policy** may include events that occur Worldwide, **Policy** cover will only operate where Legal Proceedings can be brought within the Court Jurisdiction of a country within the **United Kingdom** or European Union.
- If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will;
- take over the claim on Your behalf
- appoint a specialist of **Our** choice to act on **Your** behalf.

We may limit the Professional Fees that We pay under the Policy where:

- 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained, or
- 2. there is insufficient prospects of obtaining recovery on any sums claimedor
- 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this **Policy**.

- If Legal Proceedings have been agreed by Us. You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to
 use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional
 Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request)
- At the conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this Policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to
 date will become Your own responsibility and will be required to be repaid to the insurer.

PLEASE NOTE THAT IF YOU ENGAGE THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THE CLAIMS HELPLINE SERVICES AND INCUR ANY COSTS WITHOUT OUR PRIOR WRITTEN APPROVAL THESE COSTS WILL NOT BE COVERED BY THIS INSURANCE.

If upon receipt of this **Policy You** are unhappy with any of the requirements as stated above please advise **Your** insurance adviser within fourteen (14) days of issue, who subject to **You** not having travelled or made a claim under this **Policy**, will arrange a full refund of premium

Section 28 Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Policy.

Agent

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

Authorised Professional

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

Claim Limit(s)

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

Claims Specialist

Our own claims panel solicitor or claims handler.

Court

A Court, tribunal or other competent authority.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this **Policy**.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Holiday

A Holiday **Trip** outside of the **United Kingdom** or a Holiday within the **United Kingdom** which includes two or more consecutive nights stay in Pre-Booked Accommodation.

Insured Person

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

Insurer

This insurance is administered by Legal Insurance Management Limited and underwritten by Royal & Sun Alliance Insurance Plc.

Legal Proceedings

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

Period of Insurance

The **Period of Insurance** shown in the **Schedule**.

Policyholder, You, Your

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

Pre-Booked Accommodation

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

Professional Fees

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

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

Prospects of Success

At least a 51 % chance of the Insured Person(s) achieving a favourable outcome

Schedule

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

Standard Professional Fees

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

Territorial Limits

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

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We. Us. Our

Legal Insurance Management Ltd and Royal Sun Alliance Insurance plc.

Cover

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

Upon payment of the Policy Excess if applicable We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other

Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this Policy, against Professional Fees arising from an insured Event within the Territorial Limits where You notify Us within thirty (30) days of returning from the Holiday which is subject to the dispute and which may give rise to any claim under this Policy.

What is covered:

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

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

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

What is not covered:

Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150. 1.

- An Event not reported to the Insurer within thirty (30) days of returning from the Holiday subject to the dispute. 2.
- 3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
- 4. Actions pursued in order to obtain satisfaction of a judgment or legally binding decision.
- 5. The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.
- Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of 6. this insurance.

General Exclusions for section 28

This insurance does not cover: Professional Fees incurred:

1.

- a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
- b) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
- c) before Our written acceptance of a claim;
- d) before Our approval or beyond those for which We have given Our approval;
- e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
- f) where You are responsible for anything which in Our opinion prejudices Your case;
 - if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;
- h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility;
- i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;

- 2. the pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- 3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
- 4. appeals unless You notify Us in writing of Your wish to appeal at least six (6) working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable prospects of success;
- 5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this **Policy** not been effected;
- 6. damages, fines or other penalties **You** are ordered to pay by a Court, tribunal or arbitrator;
- 7. claims arising from an Event arising from **Your** deliberate act, omission or misrepresentation;
- 8. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions;
- 9. a dispute which relates to any compensation or amount payable under a contract of insurance;
- 10. a dispute with **Us** not dealt with under the Arbitration condition;
- 11. an application for judicial review;
- 12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
- 13. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
- 14. any claim arising from a stress or psychological related condition;
- 15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
- 16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
- 17. Legal Proceedings between an **Insured Person** and a central or local government authority;
- 18. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute;
- 19. any claims made or considered against **Us**, the Agent or Authorised Professional used to handle any claim;
- 20. any claims relating to cosmetic treatment, surgery or tanning;
- 21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court Limits.
- 22. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or b) by computer viruses.
 - This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.
- 23. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- 24. any loss or damage caused by any sort of war, invasion or revolution
- 25. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
- 26. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

GENERAL CONDITIONS FOR SECTION 28:

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a) supply accurate and complete answers to all the questions We or the administrator may ask as part of Your application for cover under the Policy;

- b) to make sure that all information supplied as part of Your application for cover is true and correct;
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your Policy is invalid and that it does not operate in the event of a claim.

Observance

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

Claims

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

We will give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

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

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

- 1. Your Prospects of Success are insufficient;
- 2. It would be better for You to take a different course of action;
- 3. We cannot agree to the claim.

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

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

- 1. If **We** consider it is unlikely a sensible settlement will be obtained; or
- 2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- 3. We consider that it is unlikely that You will recover the sums due and or awarded to You.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this **Policy** providing that all the terms and conditions of this **Policy** have been complied with.

In the event that **You** make a claim under this **Policy** which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the Insurer.

Representation

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

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

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

Conduct of Claim

- 1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
- 2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
- 3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

Recovery of Costs

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

Fraud

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

Privacy Notice

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view Our full privacy notice by visiting https://www.rsagroup.com/support/legal-information/partner-privacy-policy/

If You are unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email Us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the **Policy**.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your Policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to https://www.legalim.co.uk/policyholder-privacy-notice or request a copy by emailing **Us** at dataprotection@legalim.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

We hope You are happy with the cover this Policy provides. However, if after reading this Policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving fourteen (14) days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

a) Fraud

b) Non-payment of premium

c) Threatening and abusive behaviour

d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Acts of Parliament

Any reference to Act of Parliament within this **Policy** shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the **United Kingdom**.

Arbitration

Any dispute between **You** and **Us**, which is not solved by the **Policy**, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **We** both agree. If **We** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Claims Notification and Advice Helpline Service

All potential claims must be reported initially to the Travel Dispute Claims Notification and Advice Helpline Service for advice and support.

Travel Dispute Claims Notification & Advice Helpline Service: - 01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Law

This **Policy** shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance contact Legal Insurance Management Ltd.

Write to Us at: Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF Email Us At: claims@legallim.co.uk Call Us On: 01384 377 000

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

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: 0300 123 9123 or 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



IMPORTANT NUMBERS:

Medical Emergency: +44 (0) 0203 819 7170

Claims: 01702 553443

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com



