



# *Travel Insurance*

## *Policy Wording*



Ready  
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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 therein 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 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. If You are unsure whether We need to know a particular fact, please contact Just Travel Insurance.

### ELIGIBILITY

This insurance Policy is only available to residents of the United Kingdom. You must have a permanent residential address in the United Kingdom.

This insurance Policy is only valid for Trips commencing in and returning to the United Kingdom. Cover cannot be purchased once Your Trip has commenced.

### Annual Multi Trip

This insurance Policy is not available to anyone over the age of 75 at the date of purchase where an Annual Multi Trip Policy has been selected. Children who are 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. Children who are 17 year 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.

### MAXIMUM PERIOD OF INSURANCE

#### Single Trip policies

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 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.

### FRAUDULENT CLAIMS

The making of a fraudulent claim is a criminal offence. If You make a fraudulent claim under this insurance Policy then:

- We may void Your insurance Policy
- We may be entitled to recover the amount of any claim already paid under Your insurance Policy
- We will not return any premium paid
- We may inform the Police of the circumstances.

### 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 has in it a Complaints Procedure which tells You what steps You can take if You wish to make a complaint.

### CANCELLATION OF YOUR POLICY

We hope You are happy with the cover Your Policy provides. However, if after reading it, this insurance does not meet with Your requirements, please return it to Just Travel Insurance within 14 days of receipt of Your Policy and they will refund Your premium in full, provided You have not commenced Your Trip or made a claim.

After 14 days You can cancel this insurance at any time by contacting Just Travel Insurance giving 14 days' notice. However, if You cancel after 14 days there will be no refund of premium due to You. If during this 14-day period You have travelled, made a claim, or intend to make a claim then We are entitled to recover all costs for those services that You have used.

We can cancel Your insurance at any time by giving You 14 days' written notice at Your last known address. We will only do this for a valid reason. Examples of valid reasons include but are not limited to You informing Us or We establish there is a change in risk which We are unable to insure, where We suspect fraud on this or any other related 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 infirmity. Please see the list of Hazardous Pursuits in Your Policy under Important Information and Conditions Applying to All Sections.

### GOVERNING LAW

Unless agreed otherwise, English law will apply and all communication and documentation in relation 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; failure to do so may affect the cover afforded under this Policy.

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	Excess
1	<b>Cancellation of Trip</b>	£3,000	£100	£5,000	£50	£10,000	Nil
2	<b>Curtailment</b>	£3,000	£100	£5,000	£50	£10,000	Nil
3	<b>Medical &amp; Repatriation Expenses</b>						
	<b>Journeys outside the United Kingdom</b>	£10,000,000	£100	£10,000,000	£50	£15,000,000	Nil
	<b>Dental Expenses</b>	£250	Nil	£300	£50	£400	Nil
	<b>Journeys within the United Kingdom</b>	£10,000	£100	£10,000	£50	£10,000	Nil
	<b>Dental Expenses</b>	No Cover	Nil	No Cover	Nil	No Cover	Nil
4	<b>UK Hospital Transfer &amp; additional expenses</b>						
	<b>Hospital Transfer Costs</b>	£5,000	£100	£5,000	£50	£5,000	Nil
	<b>Return Home Costs</b>	£2,500	£100	£2,500	£50	£2,500	Nil
	<b>Additional Expenses</b>	£500	£100	£500	£50	£500	Nil
5	<b>Hospital Benefit</b>	£25 per 24 hours up to £250	Nil	£50 per 24 hours up to £500	Nil	£100 per 24 hours up to £1000	Nil
6	<b>Personal Effects and Baggage</b>	£1,500	£100	£2,000	£50	£3,000	Nil
	<b>Single Item Limit</b>	£100		£250		£500	
	<b>Valuables Limit</b>	£250		£500		£750	
	<b>Delayed Baggage</b>	£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	<b>Mobility Aids</b>	£1,500	£100	£2,000	£50	£3,000	Nil
8	<b>Money and Cash</b>	£300	£100	£500	£50	£750	Nil
	<b>Cash Limit</b>	£150		£250		£500	
	<b>Cash Limit if under 18</b>	£50		£50		£50	
9	<b>Loss of Travel Documents</b>	£100	Nil	£200	Nil	£500	Nil
10	<b>Travel Delay</b>	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £250	Nil	£50 per 12 hours up to £350	Nil
	<b>Holiday Abandonment</b>	£3,000	£100	£5,000	£50	£10,000	Nil
11	<b>Missed Departure</b>	£200	Nil	£750	Nil	£1,500	Nil
12	<b>Connecting Flights</b>	£300	Nil	£500	£50	£750	Nil
13	<b>Personal Accident</b>						
	<b>Permanent Total Disablement</b>	£10,000	Nil	£25,000	Nil	£50,000	Nil
	<b>Loss of Limb(s)/Eye(s)</b>	£10,000	Nil	£25,000	Nil	£50,000	Nil
	<b>All Benefits if under 18 or over 75</b>	£1,000	Nil	£1,000	Nil	£1,000	Nil
	<b>Death (18 to 75)</b>	£10,000	Nil	£25,000	Nil	£50,000	Nil
	<b>Death (under 18 or over 75)</b>	£5,000	Nil	£5,000	Nil	£5,000	Nil
14	<b>Personal Liability</b>	£1,000,000	£100	£2,000,000	£50	£2,000,000	Nil
15	<b>Legal Expenses</b>	£10,000	£100	£25,000	£50	£25,000	Nil
16	<b>Catastrophe</b>	£50 per 24 hours up to £500	£100	£75 per 24 hours up to £750	£50	£100 per 24 hours upto £1000	Nil
17	<b>Mugging Benefit</b>	£50 per 24 hours up to £100	Nil	£50 per 24 hours up to £200	Nil	£50 per 24 hours up to £300	Nil
18	<b>Hijack and Kidnap</b>	£100 per 24 hours up to £300	Nil	£100 per 24 hours up to £500	Nil	£100 per 24 hours up to £1,000	Nil
19	<b>Uninhabitable Accommodation</b>	£250	Nil	£500	Nil	£750	Nil
<b>The following additional cover options are available only where the appropriate additional premium has been paid:</b>							
20	<b>Winter Sports:</b>						
	<b>Ski Equipment – owned</b>	£750	£100	£1,250	£50	£1,750	Nil
	<b>Single Item Limit</b>	£250		£500		£750	
	<b>Ski Equipment – hired</b>	£250	£100	£500	£50	£750	Nil
	<b>Single Item limit</b>	£250		£300		£500	
	<b>Ski Hire</b>	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil	£75 per 24 hours up to £750	Nil
	<b>Delayed Ski Equipment</b>	£150	Nil	£150	Nil	£250	Nil
	<b>Ski Pack</b>	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil	£75 per 24 hours up to £750	Nil
	<b>Piste Closure</b>	£25 per 24 hours up to £200	Nil	£40 per 24 hours up to £400	Nil	£50 per 24 hours up to £500	Nil
	<b>Avalanche Cover</b>	£50 per 12 hours up to £300	£100	£75 per 12 hours up to £600	£50	£100 per 12 hours up to £1000	Nil
21	<b>Cruise Cover:</b>						
	<b>Missed Port Departure</b>	£500	£100	£1000	£50	£1500	Nil
	<b>Cabin Confinement</b>	£50 per 24 hours up to £500	£100	£100 per 24 hours upto £1000	£50	£150 per 24 hours up to £1500	Nil
	<b>Unused Excursions</b>	£300	£100	£400	£50	£500	Nil
	<b>Itinerary Change</b>	£50 per port up to £300	Nil	£50 per port up to £400	Nil	£75 per port up to £750	Nil
	<b>Cruise Interruption</b>	£250	£100	£1000	£50	£1500	Nil
22	<b>Golf:</b>						
	<b>Golf Equipment</b>	£1,500	£100	£1,500	£50	£1,500	Nil
	<b>Single Item Limit</b>	£250		£250		£250	
	<b>Golf Equipment Hire</b>	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil
	<b>Non refundable Golfing Fees</b>	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil
	<b>Hole in One</b>	No Cover	Nil	No Cover	Nil	£100	Nil

23	<b>Business:</b>					
	Business Equipment	£1,000	£100	£1,000	£50	£1,000
	Single Item Limit	£500		£500		£500
	Computer Equipment	£1,000	£100	£1,000	£50	£1,000
	Business Samples	£500	£100	£500	£50	£500
	Delayed Business Equipment	£200	Nil	£200	Nil	£200
	Emergency Equipment Courier	£200	Nil	£200	Nil	£200
	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
	Business Money	£1,000	£100	£1,000	£50	£1,000
	Cash Limit	£500		£500		£500
	Additional Personal Accident	£50,000	Nil	£50,000	Nil	£50,000
24	<b>End Supplier Failure</b>	£1,500	Nil	£1,500	Nil	£1,500
25	<b>Travel Dispute</b>	£25,000	£35	£25,000	£35	£25,000

### HEALTH/PRE-EXISTING MEDICAL CONDITIONS

Your Policy can cater for travellers with pre-existing medical conditions. For the purposes of this insurance, You are considered to have a pre-existing medical condition if You answer "Yes" to any part of the following question, which You were asked when You applied for insurance with Us:

- Has anyone travelling ever had treatment for:
  - Any heart or circulatory condition?
  - Any type of diabetes?
  - A stroke or high blood pressure?
  - Any type of cancer, whether in remission or not?
  - Any lung or breathing condition?
  - An organ transplant or dialysis?
- In the last 5 years, has anyone travelling suffered from a serious or recurring medical condition, been prescribed medication or received treatment or attended a Medical Practitioner's surgery?
- In the last 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 in or outpatient?
- Has anyone travelling ever been diagnosed or treated for any form of anxiety, depression or Psychiatric Condition including eating disorders?
- Has anyone travelling been placed on a waiting list currently for investigations or treatment?
- Has anyone travelling been diagnosed by a Medical Practitioner as suffering from a terminal illness? If so, how long is the terminal prognosis from the date of return from Your Trip?

#### Please note:

- You must be fit to undertake Your planned Trip
- You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
- 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 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 Just Travel Insurance on 0333 0030021 to tell Us as soon as possible but in any event no later than 14 days from the date You receive Your Policy.

#### Electing to exclude cover for pre-existing medical conditions

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

If You did choose to exclude pre-existing conditions but change Your mind before You travel, please call Just Travel Insurance and We will try Our best to cover them.

This may result in You being required to pay an additional premium.

#### Close Relative, Close Business Associate or Travel Companion who is not insured but 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 Your State of Health

After taking out this Policy Your state of health may deteriorate or You may develop a new medical condition. If this occurs before You travel You must tell Us by calling Just Travel Insurance. We have the right to increase Your premiums or refuse to cover You on Your Trip.

#### Waiting list

If You are currently on a waiting list for treatment or investigation, Our Policy will not provide cover for Cancellation of Trip or Curtailment under the following circumstances:

- You receive an appointment for treatment of 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. If You are awaiting an initial diagnosis for symptoms You are currently experiencing, We are unable to provide cover until You have a confirmed diagnosis.

## Travelling When Pregnant

Pregnancy is not a medical condition, so **You** are able to travel until **You** are quite late into **Your** pregnancy. 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 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 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

By Sea – Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 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.

## Reciprocal Health Agreements

### European Health Insurance Card

A European Health Insurance Card (EHIC) entitles **You** to reduced-cost, sometimes free, medical treatment that becomes necessary while you're travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. **You** can pick up an EHIC application form from a local post office or **You** can apply online by visiting [www.nhs.uk/nhsengland/healthcareabroad](http://www.nhs.uk/nhsengland/healthcareabroad). If **We** agree to a claim for medical expenses which has been reduced because **You** used an EHIC or private health insurance, **You** will not have to pay the event **Excess** for this section.

### 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.

### Medical treatment in Australia and New Zealand

#### Australia

If **You** need medical treatment in Australia, **You** must enrol with a local Medicare office on arrival in Australia. Under the reciprocal healthcare arrangements, British citizen's resident in the **United Kingdom** and travelling under a British passport are entitled to limited subsidised health services from Medicare for medically necessary treatment while visiting Australia. This does not cover pre-existing conditions, or treatment that does not require prompt attention.

Details of how to enrol and the free treatment available can be found in the Health advice for Traveller's booklet available from your local Post Office or by visiting either [www.nhs.uk/nhsengland/healthcareabroad](http://www.nhs.uk/nhsengland/healthcareabroad) or the MEDICARE website at [www.hic.gov.au](http://www.hic.gov.au) or alternatively please call the Emergency Assistance Service for guidance.

For further details, please visit:

- Australian Government Department of Human Services: [www.homeservices.gov.au/health-professionals](http://www.homeservices.gov.au/health-professionals)

#### New Zealand

**United Kingdom** nationals who live in the **United Kingdom** and who are on a short term visit to New Zealand are eligible for immediately necessary healthcare under the health system on the same terms as citizens of New Zealand.

In all circumstances where medical care is required **You** should show **Your United Kingdom** passport when requested.

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## 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 25 Travel Dispute) for definitions specific to that section).

### Accidental Bodily Injury

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

### Assistance Company

Mayday Assistance, 16-17 Queens Road, Brighton, East Sussex, BN1 3WA. Telephone +44 (0) 1273 624661, Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

### Business Equipment

Computer equipment, communication devices and other business related equipment which is carried by **You** in the course of **Your Trip**.

### 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**.

### Close Business Associate

Any person in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or Partner.

### 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.

### Curtail/Curtailment

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

## Europe

**European Mainland**, Republic of Ireland, The Azores, Madeira, The Channel Islands, The Canary Islands, The Isle of Man, Morocco, Tunisia, Israel, Mediterranean Islands, Turkey and territories formally known as USSR, west of the Ural Mountains.

### European Mainland

Albania, Andorra, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Lapland, Liechtenstein, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.



#### 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 **Your** children, aged under 18, at the inception date of **Your Policy** all normally resident with **You** and named on the **Policy Schedule**.

#### Geographical Area

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

#### Golf Equipment

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

#### Hazardous Pursuits

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

#### Home

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

#### Loss of Limb

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

#### Loss of Sight

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

#### Manual Work

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

#### Medical Practitioner

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.

#### Mobility Aids

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

#### 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.

#### Outward Journey

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

#### Period of Insurance

If Annual Multi Trip cover is selected, the period of 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 93 days), is covered. 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**.

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.

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 commenced when **You** purchased the insurance will not be covered.

The **Period Of Insurance** is automatically extended for the period of the delay in the event that **Your** return to **Your Home** is unavoidably delayed due to reasons beyond **Your** control.

#### 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

Disablement which prevents **You** from carrying out any and every occupation for a period of 12 months after an accident sustained during **Your Trip** and which is, at the end of that period, in the opinion of a **Medical Practitioner** beyond further medical improvement.

#### 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**, 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

Neurosis, psychoneurosis, psychopathies, psychoses or mental or emotional diseases or disorders of any type.

#### Public Transport

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

### Redundancy

Redundancy of an Insured Person covered under Your Policy who has been employed for two continuous years with the same employer at the time of being made redundant.

### 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.

### 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)

The period between leaving Your Home to commence travel on the Outward Journey and returning to Your Home in the United Kingdom (including the period of Your stay away from Home between these two events).

### Unattended

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

### 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.

### 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.

### We/Us/Our

Certain Underwriters at Lloyd's whose definitive numbers and proportions will be provided upon request.

For Section 24 (End Supplier Failure) insurance End Supplier Insurance will be provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham Kent BR4 0PR

For Section 25 (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 and Canada

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

### Worldwide, including USA and Canada

Means anywhere in the world

**Please note:** No cover is provided under Your Policy for any Trip in, to, or through Cuba.

### You/Your/Yourself/Insured Person(s)

Means each person named in the Policy Schedule.

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## HAZARDOUS PURSUITS

**You** are not covered for taking part in any **Hazardous Pursuits** unless it is listed below. If **You** are going to take part in any activity which may be considered dangerous or Hazardous that is not detailed below please contact Just Travel Insurance who will contact **Us** to see if **We** can provide cover. Please note that under Personal Liability **You** will not be covered for liability caused directly or indirectly by **Your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following sporting activities when participated in for recreational purposes incidental to a **Trip** and not in organized competitions or in any professional capacity are not considered to be **Hazardous Pursuits**. **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 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/Fell running
- 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 mile)
- 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 mile (excluding jumping)
- Windsurfing (amateur) inland/coastal waters within 12 mile
- Weightlifting
- Work Abroad - Non Manual Work (Including professional, administrative or clerical duties only)

The following activities are examples of what are known as **Hazardous Pursuits** and are not covered by this insurance unless an additional premium has been paid and the **Policy Schedule** shows the cover has been provided.

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

## Category B

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

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (maximum 3)
- Camel/Elephant Riding/Trekking (nonincidental)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Go Karting (Motorised - specificuse)
- Gymnastics
- Hiking (between 2001 and 4000m altitude)
- Hockey (amateur)
- Horse Riding (up to 7 days - no polo, hunting, Jumping)
- Hot Air 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 mile)
- 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 (between 2001 and 4000m altitude)
- 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 30 meters will be covered provided that **You** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **You** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C codes of good practice; are not solo/cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **Your** fitness to dive.

## Category C

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

- Abseiling
- American Football (amateur)
- Gliding
- Ice Skating (rinkonly)
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Running/Marathon Running
- Sand Boarding/Sandsurfing/Sand safaris/Sand skating
- Triathlon
- White water rafting/canoeing grades 5-6
- Yachting/boating (racing/crewing) (Inland/coastal waters within 12 mile)

## Category D

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

- Animal riding(other than specified)
- BMX cycling
- Canyoning
- Hang Gliding
- High Diving under 5m (amateur, excluding cliff diving)from a purpose built board over man made pool
- Horse Jumping/Show Jumping(no Polo, Hunting)
- Ice hockey (indoorrink)
- Kite Surfing
- Micro Lighting
- LandYachting/Sand Yachting
- Luging
- Motor rallies
- Parasailing/Parascending (over land)
- Rock Climbing (under 2000 meters)
- Rock Scrambling (under 4000 meters)
- Sky Diving (including tandem) up to 2 jumps maximum
- Tobogganing
- Wrestling
- Work Abroad - Manual (including use of light machinery), bar and restaurant, waitress, waiter, chalet maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery.

## 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. the death or disablement by **Accidental Bodily Injury**, illness or being subject to quarantine of (a) **You**, (b) **Your Travel Companion(s)**, (c) a **Close Relative of Yours** or **Your Travel Companion** or (d) a **Close Business Associate of Yours**; or
2. **You** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **Your** employment would normally require **You** to attend court); or
3. **Your Redundancy** or the **Redundancy of Your Travel Companion**, provided that **We** are informed in writing as soon as possible but in any event within 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
4. **Your Home** being made uninhabitable or **Your** place of business being made unusable, up to 14 days before the commencement of **Your Trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, or the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business; or
5. **Your** passport, or the passport of **Your Travel Companion** being stolen during the seven days before **You** booked date of departure; or
6. **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 reasonable have been expected at the time when **You** purchased this insurance or at the time of booking any **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. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5. Any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them as soon as possible after **You** became aware it was necessary to cancel;
5. prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority,
7. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
8. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**.
9. anything mentioned in the General Exclusions.

## 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. the death, severe injury or serious illness of:
    - i. **You** or **Your Travelling Companion**;
    - ii. **Your Close Relative** resident in the **United Kingdom**
    - iii. **Your Close Business Associate** resident in the **United Kingdom**
  - b. **Your Home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business;
  - c. **You** being unable to continue **Your** booked **Trip**, due to loss or theft of **Your** passport, or that of **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.
2. 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 of this section.
3. **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.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
1. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5. Any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them as soon as possible after **You** became aware it was necessary to cancel;
2. prohibitive regulations by the Government of any country;
3. where a theft of a passport has not been reported to the relevant authority,
4. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
5. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**.
6. anything mentioned in the General Exclusions.

## SECTION 3 - MEDICAL & REPATRIATION EXPENSES

### 1. Journeys outside the United Kingdom

#### We will pay

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

1. 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 during the **Period of Insurance** Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.

2. 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 Colleague**.
3. 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 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.
4. the **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 **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.

**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 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:

1. 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 during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.
2. 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.
3. 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 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 12 months of the date of the incident giving rise to the claim.
3. the **Assistance Company** is notified prior to any repatriation or transportation arrangements being made and has authorised any costs to be 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**;
2. any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. 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;
4. the cost of any medical/dental expenses incurred in private facilities if a medically suitable State facility is available;
5. any cost incurred in Australia which would have been covered by Medicare had **You** enrolled, and **You** failed to enroll with Medicare.
6. any cost incurred by Worldwide Reciprocal Agreements held by the **United Kingdom** Government.
7. 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.
8. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5.
9. 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 emergency **Assistance Company** 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;
10. preventative treatment which can be delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
11. **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 out-patient at the time of paying the final balance of **Your Trip**;
12. claims that are not confirmed as medically necessary by the attending doctor or the emergency **Assistance Company**;
13. 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;
14. any additional hospital costs arising from single or private room accommodation unless medically necessary;
15. expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
16. costs that arise over 12 months after a claim was first notified;
17. 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 which during the **Period of Insurance** results in him/her being:

1. repatriated to the **United Kingdom** by the **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 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 **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 **Medical Practitioner** 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 **Medical Practitioner** attending the **Insured Person**.
2. in the professional opinion of the qualified **Medical Practitioner** attending the **Insured Person** and/or **Our** medical advisers the **Insured Person** will remain continuously hospitalised for at least 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:

- a. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
- b. any medical, surgical or remedial treatment or any other costs:
  - I. incurred following completion of such transfer
  - II. which would have been incurred had such a transfer not been undertaken
- c. transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness
- d. all costs reasonably and necessarily incurred by the **Assistance Company** in returning:
  - I. the **Insured Person's Personal Possessions**
  - II. 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 **Medical Practitioner** attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than 72 hours after 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:

1. with the authority of the **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).
2. by the **Assistance Company** to return:
  - a. the **Insured Person**
  - b. the **Insured Person's Personal Possessions**
  - c. 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 Travellers 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:

1. £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.
2. £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 **Medical Practitioner** whose advice he/she must follow.
2. All such additional travel, subsistence and accommodation expenses must be authorised by the **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**;
2. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the **Assistance Company**.
3. costs that arise over 12 months after a claim was first notified.
4. all costs recoverable under Section 3 – Medical and Repatriation Expenses.

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## SECTION 5 - HOSPITAL BENEFIT

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

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## SECTION 6 - PERSONAL EFFECTS & BAGGAGE

### 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 and/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 which is lost, stolen, damaged or destroyed.

#### 2. Delayed Baggage

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

### PLEASE NOTE:

Any amount **We** pay **You** under 2. Delayed Baggage will be deducted from **Your** claim if **Your Personal Possessions** proves to be permanently lost.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident (not applicable to Delayed Baggage claims);
2. if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
3. loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access.
4. if **Your Personal Possessions** are lost, damaged or delayed in transit, and **You** do not:
  - a. notify the carrier (i.e. airline, shipping company, etc.) as soon as possible and obtain a written carriers report (or Property Irregularity Report in the case of an airline) within 7 days of discovery of damage or loss.
5. loss, destruction, damage or theft:
  - a. from confiscation or detention by customs or other officials or authorities;
  - b. of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, 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.
  - c. due to wear and tear, denting or scratching, moth or vermin;
  - d. of **Valuables** left as checked-in baggage.
6. mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in.
7. **Valuables** stolen from an **Unattended** vehicle.
8. **Personal 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 **Money** (please refer to section 8 – Money and Cash).
10. Loss or theft or damage to **Business Equipment** (please refer to section 23 – 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. 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 the General exclusions.

## SECTION 8 - MONEY AND CASH

### We will pay

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

### PLEASE NOTE:

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

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

1. the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident.
2. if **You** do not exercise reasonable care for the safety and supervision of **Your** property.
3. loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access.
4. **Money** stolen from 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.
5. any shortages due to error, omission or depreciation in value.
6. 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 24 hours of discovery and b) **You** have obtained a written Police report.
  4. loss of or theft from an **Unattended** vehicle at anytime.
  5. 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 either

1. 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 12 hours; or
2. 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 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 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 sea vessel.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**.
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 for delays only at the final point of international departure point 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 pre-booked travel arrangements only.

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## 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** (whether overseas or in the **United Kingdom**) on which **You** are booked to travel as a result of:

1. the failure of other **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 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 **Curtailed** 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.
9. 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 scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

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## 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 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 18 years or over 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 for death, loss or disablement caused 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 12 months of the date of the accident;
6. anything mentioned in the General Exclusions.

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## 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.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. Legal expenses or damages resulting from an injury to **Your** employee, or a member of **Your Family** or household or damage to the property of **Your** employee, or a member of **Your Family** or household.
3. fines imposed by a Court of Law or other relevant bodies;

4. anything caused directly or indirectly by:
  - a. liability which **You** are responsible for, because of an agreement **You** have entered into which would not apply in the absence of that agreement.
  - b. injury, loss or damage arising from:
    - i. ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (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 Immune 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 - so **You** need to take out separate motor insurance cover if **You** intend to drive a car or other vehicle during **Your Trip**.

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## 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 **Your Trip**.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. costs or expenses that **We** have not agreed to;
3. any claim not reported to **Us** within 180 days after the event giving rise to the claim;
4. any claim against a travel agent, tour operator or carrier, Just Travel Insurance or **Us**;
5. actions between members of the same family or household, or actions to enforce a judgement 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.

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## SECTION 16 - CATASTROPHE

### We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by **You** as a result of being forced to move from the accommodation booked in advance for **Your Trip** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **Period of Insurance**. Accommodation should be of an equivalent standard to that booked as part of **Your Trip**.

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## SECTION 17 - MUGGING BENEFIT

### We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 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 **Assistance Company** as soon as possible after **Your** admission to hospital;
3. if **You** do not provide medical evidence from a qualified **Medical Practitioner** to confirm the injuries and treatment given;
4. anything mentioned in the General Exclusions.

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## SECTION 18 - HIJACK

### We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 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.

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

1. the payment of ransom;
  2. a 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 ACCOMMODATION

### 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. fire, flood, storm, explosion, landslide, avalanche, hurricane, earthquake, tsunami or volcanic eruption making **Your** accommodation uninhabitable.
2. an outbreak of food poisoning or an infectious disease.

### 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 or charges also covered under any other section of this policy.
3. any claim if **You 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.
5. 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. any costs which **You** would have expected to pay during **Your Trip**.
7. 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.

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## SECTION 20 - 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 2000m)/Glacier walking or trekking (over 2000m but under 6000m)
- Heli -skiing with a guide and one drop off point
- 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 mobilising (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 are not listed. If **You** plan to take part in a sport or activity that does not appear in the activity lists above, **You** should contact Just Travel Insurance 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 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 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 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 **Medical Practitioner** in the resort as being unable to ski and unable to use the **Ski Pack** facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused items.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**.
2. claims that are not confirmed as medically necessary by the **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** confirming that **You** are unable to ski and unable to use the **Ski Pack** facilities;
3. anything mentioned under what **You** are not covered for of Section 3 (Medical & Repatriation Expenses) Section;
4. anything mentioned under the General Exclusions.

## 5. PISTE CLOSURE

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:

1. the costs **You** have to pay to travel to another resort; or
2. 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

1. 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 12 hours because of an avalanche. Accommodation and travel should be of an equivalent standard/class to that booked as part of **Your Trip**.

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

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. the costs incurred if **You** decide to move and it was considered safe to remain in **Your** pre-booked resort;
3. claims where **You** have not provided a written statement from the appropriate authority confirming the reason and duration of the delay;
4. anything mentioned in the General Exclusions.

## SECTION 21 - CRUISE COVER

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

### 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 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 24 hour period that **You** are confined by the ships medical officer to **Your** cabin for medical reasons 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 ships medical officer;
2. anything mentioned in the General exclusions.

### 3. UNUSEDEXCURSIONS

#### 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 (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 requiring hospital treatment on dry land.

#### We will not pay claims directly or indirectly from

1. where less than 25% of the **Trip** duration remains;
2. any known pre-existing medical condition affecting **You** unless stated on the Medical Declaration Schedule;
3. 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 **Assistance Company** for approval and assistance with any travel arrangements. **You** must also obtain a medical certificate from the **Medical Practitioner** 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 22 - GOLF COVER

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

### 1. GOLF EQUIPMENT

#### 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:

• 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. 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 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 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 **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused Green Fees.

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

1. claims that are not confirmed as medically necessary by the **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** 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 Section 3 (Medical & Repatriation Expenses) Section;
3. Anything mentioned in the General Exclusions.

### 3. HOLE IN ONE

#### We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, if You complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised competitive game on any golf course.

#### PLEASE NOTE:

This benefit will only be payable once in any game and is subject to a minimum hole length of 150 metres.

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

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

## SECTION 23 - 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 EQUIPMENT 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 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.

**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 loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven days;
3. any loss and/or theft not reported to the police within 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 which is lost, stolen or damaged;
9. Anything mentioned under the General Exclusions

**Conditions**

As well as the General Conditions on pages 21, 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 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.

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**GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF SECTION 24 (END SUPPLIER FAILURE) AND SECTION 25 (TRAVEL DISPUTE)**

1. No payment will be made under the following sections without appropriate medical certification.
  - a. Cancellation of Trip
  - b. Curtailment
  - c. Medical and Repatriation Expenses
  - d. Hospital Benefit
  - e. Personal Accident
  - f. Personal Liability
  - g. Legal Expenses
  - h. Winter Sports
  - i. Golf Cover
2. if **We** require any medical certificates, information, evidence and receipts, these must be obtained by **You** at **Your** expense.
3. In the event of a claim, if **We** require a medical examination **You** must agree to this and in the event of death **We** are entitled to a post mortem examination, both at **Our** expense.
4. **You** must contact the **Assistance Company** as soon as possible if **You** are admitted to hospital as an in-patient 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.
5. **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) 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. **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
  - a) make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any way; or
  - b) make a statement in support of a claim knowing this statement to be false in any way; or
  - c) submit a document in support of a claim knowing the statement to be false in any way; or
  - d) make a claim for any loss or damage caused by **Your** willful act or with **Your** connivance; then:
    - **We** will not pay the claim
    - **We** will not pay any other claim which has been or will be made under the **Policy**
    - **We** will make the **Policy** void from the date of the fraudulent act
    - **We** will be entitled to recover from **You** the amount of any claim already paid under the **Policy**
    - **We** will not refund any premium
    - **We** may inform the police of the circumstances
8. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **Us**.
9. **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.
10. **We** are entitled to ask **You** to repay **Us** back 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.
11. **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.
12. 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**.
13. 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).
14. 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.
15. unless specifically agreed to the contrary this insurance shall be subject to English law.
16. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **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.



**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF SECTION 24 (END SUPPLIER FAILURE) AND SECTION 25 (TRAVEL DISPUTE)**

We will not pay anything directly or indirectly caused by:

1. **Your** suicide, deliberately injuring **Yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life); **We** do not expect **You** to avoid alcohol on **Your Trips** or holidays, but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result.
  2. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft).
  3. air travel within 24 hours of scuba diving.
  4. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under Section 24 - End Supplier Failure Insurance extension for non-packaged holidays.
  5. 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.
  6. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to, by or arising from:
    - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
    - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
    - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
  7. loss or damage arising from:
    - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
    - b. any act of **Terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to Section 3 (Medical Emergency & 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;
    - c. any act of **Terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents.any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above; **You** are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.
  8. **You** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **You** fail to wear a crash helmet or have not paid the appropriate additional premium.
  9. **You** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy.
  10. Any claims arising from **Your** participation in or practice of professional or organised sports, motor racing, speed or endurance tests, mountaineering or rock climbing ordinarily necessitating the use of picks, ropes or guides, pot holing or 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**.
  11. 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.
  12. any claims relating to a cruise holiday unless the appropriate premium has been paid and it is shown on **Your Policy Schedule**.
  13. any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
  14. **Your** pregnancy:
    - I. after the 28<sup>th</sup> week of gestation for a single pregnancy, or if 16 weeks in respect of a multiple pregnancy provided no complications exist with this or any previous pregnancy;
    - II. if it is the result of medically assisted reproductive programs, including but not limited to IVF and GIFT;
    - III. for medical treatment and investigation that is normally conducted in respect of pregnancy or which is not for an unexpected, serious medical complication;
    - IV. for the cost of childbirth (regardless of the proximate cause and irrespective of what stage of gestation the child is born); or
    - V. the cost of medical treatment for a newborn child.
  15. the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Personal Accident Section, Medical Emergency Expenses Section);
  16. **Your** travel to a country or specific area or event to which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
  17. 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.
  18. Claims arising from **Your** willful, malicious or unlawful acts.
  19. any claim arising directly or indirectly from a change in circumstances from that originally declared on **Your** medical screening including medical conditions or changes to **Your** health or anyone's good health on which **Your Trip** depends that **You** knew about before **Your Trip** commenced unless **We** have agreed in writing.
  20. **We** shall not be liable in respect of any claim directly or indirectly consequent upon or contributed to by: Neurosis, psychoneurosis, psychopathies, psychoses or mental or emotional diseases or disorders of any type.
  21. Any claims arising from **Your** participation in or practice of any professional entertaining.
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## WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

### MEDICAL EMERGENCIES AND RETURNING EARLY TO THE UNITED KINGDOM

If **You** have an emergency during **Your Trip** and require medical treatment while outside the **United Kingdom**, or if **Your** journey is cut short (**Curtailed**) or **You** have to return early to the **United Kingdom**, or **You** are in any of the circumstances listed in sections 2 (Curtailed), Section 3 (Medical & Repatriation Expenses), Section 4 (UK Hospital Transfer and Additional Expenses) and Section 5 (Hospital Benefit) **You** must telephone the **Assistance Company**.

The **Assistance Company** will be able to help **You** in numerous ways including translation and liaison with hospitals and care providers, they will be able to arrange accommodation and return flights and provide medical escorts when required. In the event of a serious medical situation the **Assistance company** will arrange an Air Ambulance transfer to the nearest appropriate hospital near **Your Home**. The **Assistance Company** can also help by arranging payment with medical providers direct to **Your** insurance company in most circumstances. Their service will also provide and arrange return of mortal remains to **Your** chosen undertaker in the **United Kingdom**.

Please telephone The **Assistance Company** on **+44 (0) 1273 624661** as soon as possible, and quote **Your Policy** number, **Your** name, address, telephone number and confirm that **You** are Insured with Just Travel Insurance.

These lines are open 24 hours a day.

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## CLAIMS PROCEDURE

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

Please contact:

Rightpath Claims  
Airport House  
Purley Way  
Croydon  
Surrey  
CR0 0XZ

Telephone: **+44 (0) 208 667 2462**

Fax: **+44 (0) 208 667 2451**

Email: **claim@rpclaims.com**

On-line claim notifications: **www.rpclaims.com** and please quote Scheme Code: **A00701**

### 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 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 24 (End Supplier Failure Insurance) please contact

International Passenger Protection Claims

IPP House,  
22-26 Station Road,  
West Wickham,  
Kent  
BR4 0PR

Telephone: **+44 (0) 208 776 3752**

Facsimile: **+44 (0) 208 776 3751**

### For claims under 25 (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

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## COMPLAINTS PROCEDURE

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

The Office Manager  
Just Travel Insurance  
Victoria House  
Toward Road  
Sunderland  
SR1 2QF

Telephone: 0333 003 0021  
Email: [admin@justtravelcover.com](mailto:admin@justtravelcover.com)

In the few cases where **We** are unable to resolve **Your** problems please contact:

The Compliance Officer  
Argo Managing Agency Limited  
Exchequer Court  
33 St Mary Axe  
London  
EC3A 8AA

Telephone: 020 7712 7600  
Email: [complaints@argo-global.com](mailto:complaints@argo-global.com)  
Website: [www.argo-global.com](http://www.argo-global.com)

In the event that **You** remain dissatisfied **You** may at any time ask the Complaints Department at Lloyd's to review **Your** case (this would not affect **Your** rights to take legal action if necessary). The address is:

Complaints  
Lloyds  
One Lime Street  
London  
EC3M 7HA

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied **Your** complaint may be referred to the Financial Ombudsman Services (FOS) the address is:

Financial Ombudsman Service Exchange Tower,  
London,  
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If **You** have purchased **Your Policy** online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

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## Financial Services Compensation Scheme

**You** may be entitled to compensation from Lloyd's Central Fund and/or the Financial Services Compensation Scheme (FSCS) if **We** are unable to meet **Our** liabilities. This depends on the type of business and the circumstances of the claim. 90% of the claim will be met. For compulsory classes of insurance the claim will be met in full.

Further information about the compensation scheme arrangements is available from the FSCS Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

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#### DATA PROTECTION ACT 1998

We will collect certain information about You in the course of considering Your application and conducting Our relationship with You. This information will be processed for the purposes of underwriting Your insurance cover, managing any insurance issued, administering claims and fraud prevention. We may pass Your information to a qualified Medical Practitioner, other insurers, reinsurers, other parties who provide services under Your Policy and loss adjusters for these purposes. This may involve the transfer of Your information to countries outside the European Economic Area which may not have the same standard of protection for personal information as the United Kingdom.

Should You wish to see the information held, or have any queries in relation to the way such information is used or discover any inaccuracies, You should write to The Compliance Officer at Argo Managing Agency Limited, 4<sup>th</sup> Floor, Exchequer Court, 33 St Mary Axe, London EC3A 8AA.

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

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#### SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

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## SECTION 24 - 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 0PR, United Kingdom and is underwritten by Certain Underwriters at Lloyd's (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 Ireland 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 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 claims **only** - any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims Office  
IPP House, 22-26 Station Road  
West Wickham  
Kent, BR4 0PR  
United Kingdom  
Facsimile: +44 (0)20 8776 3751      Telephone: +44 (0)20 8776 3752  
Email: info@ipplondon.co.uk      Website: www.ipplondon.co.uk

**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:

The Customer Services Manager 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 two weeks of receipt of the complaint. If our investigations are ongoing we will write to you, at that time, and outline why we are not in a position to provide you with a written response and explain to you that you are able, at that time, to ask Lloyd's Complaints Team review the complaint. In any event, you will receive either our written response or an explanation as to why we are not in a position to provide one within four weeks of receipt of your complaint.

Having followed the above procedure, if you are not satisfied with the response you may write to:

Complaints Team  
Lloyd's  
One Lime Street London  
EC3N 7HA  
Email: complaints@lloyds.com  
More information can be found on their website – www.lloyds.com/complaints

Again, if you are not satisfied with the response you receive from Lloyd's or they have failed to provide you with a written response with eight weeks of the date of receipt of your complaint, you may have the right to contact the Financial Ombudsman Service at the following address (if you are an Eligible Complainant as set out in the definition below)

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](mailto:complaint.info@financial-ombudsman.org.uk)

More information can be found on their website – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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## SECTION 25 – 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 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 claimed or
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 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 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

### 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 Ltd, arranged by Just Insurance Agents Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Legal Insurance Management Ltd, Just Insurance Agents Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

### 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.

### Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

### We, Us, Our

UK General on behalf of Great Lakes Insurance SE.

### 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 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:-

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

1. 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.
2. An Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.
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 judgement or legally binding decision.
5. The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.
6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

### General Exclusions for Section 25:

This insurance does not cover:

1. Professional Fees incurred:-
  - 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;
  - g. 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 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 relate 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. Electronic Data  
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.  
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
23. Radiation  
Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
24. Terrorism  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.  
An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - iii. endangers life other than that of the person committing the action; or
  - iv. creates a risk to health or safety of the public or a section of the public; or
  - v. is designed to interfere with or to disrupt an electronic system.
 This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
25. War  
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

#### General Conditions for Section 25:

##### 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 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.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of 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 **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the 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.

### Data Protection

The data supplied by **You** will only be used for the purposes of processing **Your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **We** have mentioned herein. **You** are entitled upon the payment of an administration fee to inspect the personal data which **We** are holding about **You**. If **You** wish to make such an inspection, **You** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

**We** may respond to enquiries by the Police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively or to protect **Your** interests or for fraud prevention and detection purposes, **We** may disclose data **You** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

### 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 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 write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

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  
Tel: 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.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

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



**IMPORTANT NUMBERS:**

**Medical Emergency:** +44 (0)1273 624 661

**Claims:** +44 (0)208 667 2462