

## KC Explorer Travel Insurance Policy

ONECALL Claims Helpline open 24 hours a day,  
365 days a year 0845 122 3280

## Contents

<b>Declaration</b>	2
<b>Summary of cover</b>	3
<b>Definition</b>	4 to 5
<b>Who to contact if you need help following a Medical Emergency</b>	6
<b>Making a Claim</b>	7 to 8
<b>Dangerous activities</b>	9 to 10
<b>Important information</b>	10 to 11
<b>Personal travel insurance</b>	12 to 22
<b>General conditions that apply to all sections</b>	23
<b>What to do if you have a complaint</b>	24
<b>Know before you go checklist</b>	24
<b>Data Protection Notice</b>	25

**Thank you for buying KC Explorer Travel insurance. Please read this policy before you leave on your trip.**

**We** have designed this insurance to cover most events which may happen during **your trip**, but **we** cannot cover all expenses and possibilities. There is a summary of the cover on page 3, and **you** will find full details of the cover and the conditions on pages 12 to 22.

All insurance policies contain restrictions and exclusions which **you** should be aware of. It is important that **you** read this policy carefully because **we** will use it to settle any claim. Please make sure that:

- the cover meets **your** needs;
- **you** can make the declaration on page 2 of this policy; and
- **you** can agree to condition 1 of 'General conditions applying to all sections' (see page 23).

If **you** need more advice, please contact **your** insurance agent who will contact **us** for **you**.

# Declaration

The KC Explorer Travel Insurance Policy contains certain conditions and exclusions in relation to the health of the insured persons. It is essential that at the time of taking out this policy and when booking a **trip** under an annual multi-trip policy, **you** are able to make the following declaration in relation to yourself and each insured person. If **you** agree to this declaration knowing that any part of it is untrue then **we** reserve the right to cancel the policy or refuse to deal with any claim arising or to reduce the amount of any claim paid. If **you** have any doubts in relation to this declaration then **you** must contact **your** insurance agent who will advise **you**.

## Medical Exclusions

**If at the time of purchasing this policy, and when booking a trip under an annual multi-trip policy, anyone insured under this policy answers 'Yes' to any of the following questions, this policy will not provide cover for any claim arising directly or indirectly from that condition.**

- A. Is anyone waiting for an operation, post operative check up, any other hospital treatment or any medical investigations, tests or test results (for anything other than pregnancy)?
- B. Is anyone waiting for a consultation with a hospital doctor for any medical condition or set of symptoms, other than for regular check-ups for a stable condition?
- C. Does anyone have a condition for which a **terminal prognosis** has been given?
- D. Is anyone travelling against the advice of a doctor, or in order to obtain medical advice or treatment abroad?

## Health Questions

**If anyone insured under this policy answers 'Yes' to any of the following questions when this insurance is purchased, and when booking a trip under an annual multi-trip policy if later, this policy will not cover any claim arising directly or indirectly from that condition, unless we have agreed in writing to cover it. To see if we can provide cover for your existing conditions(s) you must contact your insurance provider. You may have to pay an extra premium to include cover for your medical conditions.**

1. Has anyone been admitted to hospital overnight or treated as a day-patient in the last 12 months?
2. Has anyone ever been diagnosed with or received treatment for any heart / cardiac problem, stroke, TIA, or circulatory condition (including high blood pressure, unless stable and controlled by no more than one prescribed medication)?
3. Does anyone have a breathing condition for which they take more than one prescribed medication, or which has ever required the use of supplementary

oxygen or the use of a nebulizer?

4. Has any insured person with a breathing or circulatory condition had their medication changed in the last 6 months?
5. Has any insured person been diagnosed with or had any treatment in the last 5 years for any type of cancer, leukaemia or brain tumour?
6. Has any insured person ever had an organ transplant, been on kidney dialysis, had diabetes, dementia or any other psychiatric or psychological illness?

**I declare that I am able to answer 'No' to all of the above questions.**

**If you can agree this declaration any existing medical conditions will be covered by this policy, therefore please do not contact your insurance provider as you may be charged an additional premium unnecessarily.**

## Changes to your health (applies to Annual Multi-trip policies only)

If there is a change in the health of anyone insured under this policy (after **you** have taken out this insurance or booked a **trip**, but before **you** travel, or book a further **trip**), **you** must contact your insurance provider immediately. They will tell **you** if the change in **your** health will affect **your** insurance and if cover can continue for further **trips you** wish to book. If cover cannot continue, **you** may be entitled to claim for the cost of cancelling **your** pre-booked travel arrangements. Insurers reserve the right to amend the terms of **your** policy, or cancel it providing **you** with a pro-rata refund of premium.

If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative, business associate** or travel companion had a medical condition for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

**We will not pay for any claim you** (or any insured person) make, that has anything to do with the medical condition of that **close relative, business associate** or travel companion.

**Summary of cover**
**Personal travel insurance**

Section	Sum insured per insured person (up to):			Page
	Single or Multi-trip	Long Stay	Excess	
1a If your trip is cancelled	£5,000	£1,000	£50	12
1b If your trip is cut short	£5,000	No cover	£50	13
2 Medical and other expenses	£10 million	£5 million	£50	14
3 Hospital benefit	£1,000	£460	Does not apply	15
4 Personal accident	£25,000	£15,000	Does not apply	16
5 Personal belongings total	£1,500	£1,000	£50	17
Valuables limit	£300	£300		
Single article limit	£300	£300		
6 Temporary loss of personal belongings	£100	£100	Does not apply	18
7 Money and documents	£400	£400	£50	18
Cash (adult)	£200			
Cash (child under 16)	£50			
8 Loss of passport	£250	£250	Does not apply	18
9 Personal liability	£2 million	£2 million	£250	19
10 Missed departure - extra travel and accommodation expenses	£750	£500	Does not apply	19
11 Mugging	£500	No cover	Does not apply	19
12 Legal expenses	£25,000	£25,000	Does not apply	20 to 21
13 Delay	£100	No cover	Does not apply	22
	(£5,000 for cancellation)			

**Please note that the sum insured is the most you can claim under the section but other limits may apply. These are shown under the appropriate sections of the policy. All cover limits and excesses shown are per person**

**Definitions**

Wherever the following words and phrases appear in this policy or the schedule they will always have the meanings shown below.

**Accidental injury**

Injury to **you** resulting directly from an accident involving something violent and visible. This does not include sickness or disease, any natural condition or the result of anything that happens gradually.

**Acts of terrorism**

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

**Booked Scheduled Transport**

The following regular scheduled forms of transport: Train, Coach, Bus, Aircraft or Sea Vessel which run to a timetable and where **you** are a fare-paying passenger, and pre-booked Taxis.

**Business associate**

Anyone who works at **your** place of business and who needs to be in work while **you** are away so the business can run properly.

**Child**

A person under 18. To qualify for the **child** premium, they must be travelling with an adult who **we** have insured.

**Close relative**

**Your** husband, wife, common-law partner, civil partner, parent, grandparent, parent-inlaw, son, daughter, grandchild, brother, sister, fiancé or fiancée.

**Couple**

Two adults living at the same address who are married, in a civil partnership or living together as if they are married.

**Fragile Articles**

Perishable goods, glass, antiques, works of art and china.

**Hijack**

The unlawful seizure or wrongful exercise of control of the aircraft (or crew thereof) in which **you** are travelling as a passenger.

**Home**

The address where **you** live in the **United Kingdom**.

**Labour dispute or protest**

Any form of action taken, or the threat of action, which prevents or otherwise interferes with producing goods or providing services.

**Manual Work**

Any work that involves working at heights of more than 2 metres and/or the use of physical labour, including but not limited to construction, installation, assembly, building work and any work involving the use of heavy machinery or specialist equipment.

**Mugging**

Theft or attempted theft involving an act of violence against **you** by someone not insured on this policy which results in **your** injury and hospitalisation.

**Period of insurance**

The period **you** are covered for. Cover should be issued before **your** departure from the UK and last the full duration of the **trip**. The time that cover for particular sections starts and ends is given in more detail below.

- **For single-trip insurance including long-stay cover**  
Cancellation cover starts on the date of issue shown on **your** insurance schedule. All other cover begins when **you** leave **home** to go on **your trip** and lasts until **you** return **home**, as long as that is within the **period of insurance you** have paid for.
- **For annual multi-trip insurance**  
Cancellation cover starts when **you** book each **trip** or on the start date shown on **your** insurance schedule, if this is later. Cover under all other sections begins when **you** leave **home** to go on **your trip** and ends when **you** return **home** from that **trip**.

There is no limit to the number of **trips you** may take, but each **trip** must be no longer than 31, 45 or 60 days, depending on the duration period as shown on **your** policy schedule. The start and finish dates of the **trip** must fall within the 12-month period.

For holidays booked during the 12- month period and that start after the end of the 12-month period, **we** will provide cancellation cover until the policy ends.

- **We** will extend the period of insurance by up to 30 days, at no extra cost, if **you** have to stay on **your trip** longer because of events which **you** have no control over. If the transport **you** are on is **hijacked**, **we** will automatically provide worldwide cover. The **period of insurance** will continue for up to 12 months without extra charge.

**Personal Belongings**

Items owned entirely by **you** including **your** luggage and their contents, articles **you** are wearing or carrying with **you** including **your valuables**.

**Terminal prognosis**

When a doctor tells a patient that they have a condition that will eventually lead to their death.

**Trip**

**Your** holiday or business **trip** that starts and finishes from **your home** address in the **United Kingdom**. The start and finish dates of the **trip** must fall within the **period of insurance**.

**United Kingdom**

Great Britain, Channel Islands and the Isle of Man.

**Valuables**

Audio, visual, video, photographic, computer and portable navigation equipment, jewellery, furs, gold and silver items, watches, binoculars, musical instruments and electronic games.

**We, our, us**

Ageas Insurance Limited and the other insurers shown on page 10.

**You, your**

Each insured person named on the travel insurance schedule who the correct premium has been paid for.

**Geographical limits**

**Personal travel insurance**

Before travelling please ensure that **your** insurance schedule reflects the areas **you** are travelling to based on the geographical definitions below.

Area UK England, Scotland, Wales and Northern Ireland including the Isle of Man

Area EU Europe, the Channel Islands, the Republic of Ireland, Madeira, the Canary Islands, Syria, Turkey, Tunisia, Egypt, Israel and all countries bordering the Mediterranean Sea

Area XU Worldwide except the United States of America, Canada and the Caribbean

Area WW Worldwide

### Who to contact if you need help following a Medical Emergency - Assistance International

Assistance International is a 24-hour worldwide emergency service. This service is only for real emergencies. If **you** need help following a medical emergency, please call:

**+44 23 8064 4633**

The numbers from the countries most often visited are as follows.

France, Greece, Portugal, Spain and Italy  
USA and Canada  
Fax number

00 44 23 8064 4633  
011 44 23 8064 4633  
+44 23 8064 4616

### Information needed in medical emergencies

- **Your** name and address, and **your** phone or fax number abroad
- The name of the agent who arranged this insurance
- **Your** policy number shown on the schedule
- The details of **your** booked outward and return journeys
- The type of help **you** need

If **you** go into a hospital abroad and **you** are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact Assistance International for **you** immediately.

### Getting you home after a medical emergency

If **you** are too ill to return **home** using **your** return travel tickets, Assistance International can arrange other travel for **you**. In special circumstances, they will arrange a road or air ambulance. Before **you** travel, the doctors looking after **you** must provide a certificate confirming that it is medically necessary for **you** to return **home** and that **you** are fit to travel. The conditions of section 2 'Medical and other expenses' and condition 5 of the general conditions that apply to all sections also apply to the service provided by Assistance International.

### Paying medical fees

If possible, **you** should pay for **your** medical treatment and then claim these costs back when **you** return **home**. If **you** cannot pay the medical costs out of **your** own money, contact Assistance International.

**We** may record or monitor calls for training purposes or to improve the quality of **our** service.

### European Health Insurance Card

A European Health Insurance Card (EHIC) entitles **you** to reduced-cost, sometimes free, medical treatment that becomes necessary while **you** are 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 a EHIC application form from **your** local post office or **you** can complete this online by visiting [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers)

If **we** agree to a claim for medical expenses which has been reduced because **you** used an EHIC or private health insurance, **we** will pay **you** the excess for this section. If **you** do not have an EHIC, this insurance policy will still be valid.

# Making a Claim

To make a claim, please call OneCall on **0845 122 3280**. The phone line is open 24 hours a day, 365 days a year. They will lodge **your** claim and issue a claim form.

**We** may record or monitor calls for training purposes or to improve the quality of **our** service.

Fill in the claim form and return it with:

- the relevant proof **we** need as stated here and on the claim form;
- this policy; and
- **your** travel insurance schedule.

All the certificates, accounts, receipts, information and evidence **you** send must be in the form **we** ask for. Always send originals and not photocopies. Please ensure **you** keep copies of any documents **you** send to **us**. **You** must pay any costs involved in providing these documents.

## **Please do not send any documents until you send in your claim form.**

**We** will aim to answer all correspondence within five working days of receiving it.

**Please notify us of your claim as soon as possible. Any unreasonable delays in your notification may prejudice the way we handle your claim.**

**You must supply the following proof.**

### **If you cancel the trip**

Please send **us**:

- the reason for cancelling the **trip**;
- **your** booking invoice or receipt and **your** cancellation invoice; and
- independent written proof of the reason for cancellation.

For example, if the cancellation is due to an illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the doctor of the person who was ill or injured to confirm that cancellation was medically necessary.

### **Cutting the trip short**

Please give the reason **you** cut **your trip** short, confirming that **you** had to come **home** early.

Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel. **You** must then send this with **your** claim form.

### **Medical and other expenses**

Please send details of the illness or injury and original receipts and bills for any expenses **you** have paid.

### **Personal accident**

Please send full details of the accident and injury.

### **Personal belongings, temporary loss.**

Please send full details of the belongings which have been lost, stolen or damaged. **You** should also send receipts to prove their value or bills for the cost of repairs. For loss or theft claims, **you** must also send a police report. If **your** belongings were lost, stolen or damaged while in the care of an airline, **you** must send a 'property irregularity report' as well as the flight tickets and luggage receipts the airline gave **you** when **you** checked in. For temporary-loss claims, please send receipts for the replacement items **you** have bought and a 'property irregularity report'.

### **Money and documents**

Please send full details with a police report and cash withdrawal slips or similar proof of the money **you** withdrew or that was held by **you** for business reasons.

# Making a Claim

## Loss of passport

Please send a police report and any bills or receipts for travel and accommodation expenses.

## Personal liability

**You** must send **us** any writ, summons or other legal documents as soon as **you** receive them.  
**You** must also give **us** any information and help **we** need to deal with the case and **your** claim.  
**You** must not negotiate, pay, settle, admit or deny any claim without **our** permission, in writing.

## Missed departure - extra travel and accommodation expenses

If **your booked scheduled transport** service is interrupted please send confirmation of the delay from **your** transport provider. **You** must also send receipts or bills for **your** expenses. For car breakdown or accident claims, send the repairer's report or police accident report and details of how **you** got to the airport, port or station.

## Legal expenses

Please send full details of the accident and **your** injury.

## Delay

When **you** claim **you** must ask the airline or transport company to confirm in writing:

- a the cause of the delay or cancellation;
- b the period of the delay;
- c the scheduled time of departure and arrival; and
- d the actual time of departure and arrival.

## Mugging

Please send a police report and a certificate from the doctor confirming the injuries **you** received and the period **you** were in hospital receiving inpatient treatment.

**Dangerous activities**

Within the policy, for example under section 2 (Medical and other expenses), **you** are not covered for claims caused by **you** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium), mountaineering, potholing, riding or driving in any kind of race, flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or doing any other dangerous activity.

However, **we** automatically cover the activities listed below under **our** standard cover and under the **winter sports** cover.

<b>KC Explorer travel insurance cover includes the following;</b>
<b>Abseiling</b> - professionally organised and supervised
<b>Archery</b> - properly supervised
<b>Camel riding</b> - not racing
<b>Canoeing / rafting / white water rafting</b> - up to category 2
<b>Catamaran sailing*</b> - up to 12 miles from coast only and not racing
<b>Clay-pigeon shooting</b> - organised event
<b>Cycling</b> - as transport only
<b>Deep-sea fishing / game fishing</b>
<b>Dinghy sailing*</b> - up to 12 miles from coast only and not racing
<b>Dry slope skiing</b>
<b>Fell walking</b> - no picks or ropes
<b>Fishing</b>
<b>Football</b> - not professional, semi-professional or major competition or tournament
<b>Gliding</b> - not piloting & subject to flying with qualified pilot
<b>Go-karting up to 120cc*</b>
<b>Hiking / walking / trekking</b> - no ropes or equipment and on recognised routes
<b>Horse riding</b> - excludes jumping, hunting and competition
<b>Hot air ballooning</b> - licensed operation only, not piloting
<b>Jet skiing*</b>
<b>Marathon running</b> - not professional
<b>Mountain biking</b>
<b>Orienteering</b>
<b>Paint balling / war games</b>
<b>Paragliding / parascending</b> - over water only when attached to a speedboat
<b>Pony trekking</b>
<b>Quad Biking*</b> - only if wearing a helmet and protective clothing and in a controlled environment and not participating in any race or competition, and the quad bike is not more than 125cc
<b>Scuba diving to 30 metres</b> - (increased to 40 metres if you hold a recognised diving qualification which shows you are competent to make the dive)
<b>Snorkelling</b>
<b>Surfing</b>
<b>Waterskiing</b>
<b>Wind surfing</b>

The policy may not cover **you** if **you** are going to do any activity that **we** may consider to be dangerous and that is not listed above, or if **you** take part in any competition. Please ask **your** insurance agent to contact **us** to see if **we** can provide cover.

\* Under section 9 (Personal liability), **you** will not be covered for liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat, or any form of motorised leisure equipment.

## Insurers

The insurers are Ageas Insurance Limited and for section 12 only DAS Legal Expenses Insurance Company Limited. Ageas Insurance Limited and DAS Legal Expenses Insurance Company Limited are both authorised and regulated by the Financial Services Authority.

## Important information

Please read this policy carefully and remember the following.

### 1 About the cover and conditions

This is **your** contract of insurance. It contains certain conditions in each section and general conditions on page 23. **You** must meet the conditions or **we** will not accept **your** claim. **We** have designed this insurance to cover most events which could affect **your trip**, but there are certain things which are not covered.

### 2 Limit of cover

Each section of the personal insurance cover shows the most **you** can claim, but other limits may apply. For example, under section 5 (Personal belongings), for single-trip cover the overall limit is £1,500 but there is a limit of £300 for any single item and a total limit of £300 for all valuables. **We** will work out how much **we** will pay **you** for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

### 3 Cancelling your policy

If **you** are not satisfied with this policy and have not taken a **trip** protected by the cover provided and; have not made a claim against the policy and; there has been no incident likely to give rise to a claim (such as the cancellation of a booked **trip**), **you** can cancel this policy within 14 days from the date you receive the policy wording and policy schedule. **We** will then refund your premium in full. **We** will not refund **your** premium after the 14-day period.

If **you** have a single-trip policy, **we** will only refund **your** premium if the period from the date **we** issued the policy until **your** scheduled return date **home** is greater than 28 days.

For both single trip and annual multi-trip no refund of premium will be available after the 14 days. If **you** want to cancel **your** policy, please contact **your** insurance agent.

**We** or anyone **we** authorise can cancel this policy at any time by sending **you** 14 days' notice in writing.

**We** will send this notice to the last known address **we** have for **you**. **We** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim.

### 4 When this policy is valid

This policy is only valid if **you** also have a travel insurance schedule showing the correct premium and **you** have paid the premium. **Your** insurance agent will give **you** this schedule. The policy describes the cover provided for **you** and the conditions which **your** cover depends on. **You** must keep the policy and travel insurance schedule and send them both to **us** if **you** make a claim.

### 5 One-way trips

This insurance is designed to cover a round **trip** which starts and finishes at **your** usual **home** in the **United Kingdom**. **We** may arrange insurance for one-way trips of up to 17 days. This is limited to the cover and conditions that would have applied if **you** had arranged to return to the **United Kingdom** at the end of the **period of insurance**.

### 6 Looking after your belongings

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

### 7 Excesses

**We** will take an excess off each claim **you** make under certain sections of this insurance policy unless **you** have paid the excess waiver premium. The amount **you** will have to pay towards a claim is shown under each section. If **you** want excess waiver, all the insured people named on the schedule must pay for it when **you** take out **your** travel insurance.

## Important information - continued

Please read this policy carefully and remember the following.

If **we** agree to a medical expenses claim (section 2) which has been reduced because **you** have used an EHIC or private health insurance, **you** will not have to pay the excess under that section. Excess waiver is not available for Long-stay policies.

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### 8 For annual multi-trips

#### UK trips

Annual multi-trip insurance provides cover for **trips** in the **United Kingdom**, only if they include at least two nights' accommodation, which **you** must pay for and which has been pre-booked.

#### Couples and families

Annual multi-trip cover for **couples** and families allows the adults covered under the policy to travel either together or separately. A **child** covered under the annual multi-trip family policy can only travel without the insured adults if he or she is travelling with and under the supervision of an adult who is responsible for their care for the length of the **trip**.

#### Winter sports

Annual multi-trip cover will provide up to 17 days' **winter sports** cover in one year if **you** have paid the appropriate premium.

#### Declaration

The declaration and limits of cover apply to each **trip** separately.

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### 9 Long Stay cover

Only available for **trips** of more than six months (186 days).

#### Age restrictions

Long-stay cover is only available if **you** are aged between 16 and 35.

#### Working overseas

This policy provides cover for working while on **your trip**, restricted to managerial, clerical, administrative occupations and non-**manual work**. **You** are not covered for full-time **manual work** or any electrical or construction work.

#### Period of cover

The maximum period of cover is 12 months (365 days).

#### Excess waiver

Excess waiver does not apply to long-stay cover.

#### Winter sports

Long-stay cover will provide up to 31 days' recreational **winter sports** cover during **your trip**, if **you** have paid the appropriate premium.

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### 10 Eligibility

This policy is only available to persons who have been resident in the **United Kingdom** for at least 6 months prior to taking out this insurance and who are registered with a General Practitioner in the UK.

## Personal travel insurance

## Section 1a If your trip is cancelled

There is no cover under this section if you have paid the lower premium to exclude cancellation cover.

- Single and Multi-trip: up to £5,000
- Long Stay: up to £1,000

## What is covered

**We** will repay **you** for expenses **you** have paid or legally have to pay for **your** unused travel and accommodation which **you** do not use if **you** have no choice but to cancel the **trip** as a result of one of the following commencing during the **period of insurance**:

- (a) **Your** death, injury or illness or that of **your** travelling companion, the person **you** are going to stay with (not including a tour leader or someone **you** have paid to provide any part of **your trip**), a **close relative** or **business associate**.
- (b) **You** or **your** travelling companion being required by the police to stay at **home** as a result of burglary, or serious damage by fire, explosion, subsidence, storm flooding, vandalism, fallen tree or impact by aircraft or vehicle to **you** or their **home** or usual place of business in the **United Kingdom**.
- (c) **You** or **your** travelling companion being required for jury service or as a witness in a court of law in the **United Kingdom** as long as **you** became aware of the commitment after taking out this policy or booking the **trip** (whichever is later).
- (d) **You** being made involuntarily redundant if **you** are under 65 and have 2 years' continuous employment with the same employer.
- (e) **You** or **your** travelling companion having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, **acts of terrorism**, hostilities (whether war be declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event.

**Note** - For single-trip cover, cancellation insurance starts on the date of issue shown on **your** insurance schedule. For annual multi-trip cover, each **trip** is covered when **you** book it or on the start date shown on **your** insurance schedule, whichever is later.

## What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for claims caused directly or indirectly by the following.
  - a **You** deciding **you** no longer want to travel.
  - b A **labour dispute or protest**.
  - c Government regulations, acts of parliament or currency restrictions.
  - d **Your** financial circumstances or unemployment (other than redundancy if **you** are under 65 and have two years' continuous employment with the same employer).
  - e The tour operator, or anyone **you** have made travel or accommodation arrangements with, failing to provide the arrangements.
  - f **You** travelling against medical advice or to get medical treatment.
  - g If **you** fail to get a valid passport or other travel documents **you** need.
- 2 If **you** receive payment from someone or somewhere else, **we** will take this off **your** claim
- 3 **We** will not pay the first £50 (£10 for deposit-only claims) of every claim made. This applies per insured person for each claim unless **you** have paid the excess waiver premium.

## Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 **You** must do everything that **you** can to get to the airport, port or station **you** are leaving from on time.
- 2 If **you** do not tell the travel agent, tour operator or organisations providing transport and accommodation as soon as **you** need to cancel **your trip**, the amount **we** pay will be limited to the cancellation charges that would have applied at that time.

## Section 1b If your trip is cut short

## • Single and Multi-trip: up to £5,000

## • Long Stay: no cover

## What is covered

**You** will be covered for **your** expenses **you** have paid or legally have to pay for travel and accommodation which **you** do not use if **you** have no choice but to cut short the **trip** and **you** return **home** for one of the reasons given below which start during the **period of insurance**.

- 1 One of the following people is injured, falls ill or dies.
  - a **You** or the person **you** had arranged to travel or stay with.
  - b A **close relative**.
  - c A **business associate**.
- 2 **Your home** is damaged and not fit to live in, or the police ask **you** to return because **your home** has been burgled.

## What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for claims caused directly or indirectly by the following.
  - a **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity.
  - b Deliberately putting yourself at risk (unless **you** are trying to save someone's life).
  - c **You** taking part in **manual work** in connection with a profession, business or trade.
  - d **Your** suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e **You** motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc and **you** are wearing a helmet.
  - f **You** travelling against medical advice or to get medical treatment.
- 2 **We** will not pay the first £50 of every claim made for each of **you**, unless **you** have paid the excess waiver premium.

## Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early, someone must contact Assistance International for **you** immediately.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3 If **you** return **home** early because of an illness, injury or death of a **close relative** or **business associate**, **you** must get a doctor's certificate confirming the illness, injury or death.

## Section 2 Medical and other expenses

- Single and Multi-trip: up to £10 million
- Long Stay: up to £5 million

## What is covered

**You** will be covered for the following expenses caused by **you** becoming ill, being injured or dying during the **period of insurance**, as long as the expenses are necessary and the costs are reasonable.

- 1 a Expenses **you** would have to pay, outside the **United Kingdom** and the country where **you** normally live, within 12 months of the start of **your** illness or injury. The expenses must be for medical, surgical or hospital charges, emergency dental treatment (for pain relief), ambulances, nursing homes and nursing.
- b The extra cost of returning to **your home**, including returning **you** by air ambulance if this is medically necessary.
- c Your reasonable extra accommodation (room only) expenses.
- d Extra travel and accommodation (room only) expenses for one person who has to either stay with **you** or travel from the **United Kingdom** to escort **you home** if **you** are seriously ill or injured.
- e The extra cost, above that which would be paid in the **United Kingdom**, of funeral expenses abroad or of bringing **your** body or ashes **home**.
- f If **you** are on a business **trip** and **your** company needs to send someone to replace **you**, **we** will pay their replacement's economy-class air fare or second-class rail fare to the point at which **you** were too ill to continue the business **trip**.
- g Emergency dental treatment up to £300 for the immediate relief of pain only.
- 2 **You** will be covered for extra travel expenses which are reasonable and necessary if **you** have to return **home** early because a **close relative** or **business associate** is seriously ill or injured or has died during the **period of insurance**.

## What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for claims caused directly or indirectly by the following.
  - a **You** taking part in **winter sports** (unless **you** have paid the extra **winter-sports** premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger in a fully-licensed passenger-carrying aircraft) or any other dangerous activity.
  - b Deliberately putting yourself at risk (unless **you** are trying to save someone's life).
  - c **You** taking part in **manual work** in connection with a profession, business or trade.
  - d **Your** suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e **You** motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc and **you** are wearing a helmet.
  - f **You** travelling against medical advice or to get medical treatment.
- 2 **You** are not covered for treatment or surgery which **our** medical advisers and the doctor treating **you** believe is not essential or could wait until **your** return **home**.
- 3 **You** are not covered for extra costs for a single room or private accommodation.
- 4 **You** are not covered for any treatment **you** receive after **you** have returned **home**.
- 5 **We** will not pay the first £50 of every claim made for each of **you** unless **you** have paid the excess waiver premium or **your** claim has been reduced because **you** have used an EHC or private health insurance.

## Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 If **you** go into hospital and are likely to be in for more than 48 hours, or if **you** have to return **home** early someone must contact Assistance International for **you** immediately.
- 2 Before **you** return **home** early for medical reasons, **you** must get a doctor's certificate to confirm that this is necessary and that **you** are fit to travel.
- 3 If **you** return **home** early because of an illness, injury or death of a **close relative** or **business associate**, **you** must get a doctor's certificate confirming the illness, injury or death.
- 4 **You** must not arrange to be taken **home** without **our** permission. **Our** medical advisers will consult the doctors treating **you** to decide whether it is necessary.
- 5 **We** may tell **you** to return if **our** medical advisers and the doctors treating **you** decide that **you** are fit to travel.

## Section 3 Hospital benefit

## • Single and Multi-trip: up to £1,000

## • Long Stay: up to £460

## What is covered

If **you** fall ill or are injured during the **period of insurance**, **you** will receive £20 for each full 24 hours that **you** spend as an inpatient in a hospital outside the UK and the country where **you** normally live.

**Note :** Any amount **you** receive under this section will be on top of any amount that **you** receive under section 2. **You** can use this cover to help pay for out-of-pocket expenses such as taxi fares and phone calls paid for by **you** or someone travelling with **you** while **you** are in hospital.

## What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for claims caused directly or indirectly by the following.
  - a **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger travelling in a fully-licensed passenger-carrying aircraft) or any other dangerous activity.
  - b Deliberately putting yourself at risk (unless **you** are trying to save someone's life).
  - c **You** taking part in **manual work** in connection with a profession, business or trade.
  - d **Your** suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e **You** motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc and **you** are wearing a helmet.
  - f **You** travelling against medical advice or to get medical treatment.

**Section 4 Personal accident**

• **Single and Multi-trip: up to £25,000**

• **Long Stay: up to £15,000**

What is covered

If, during the **period of insurance**, **you** suffer an **accidental injury** and lose **your** sight, lose a limb, become completely disabled or die within 12 months, directly as a result of the accident, **you** or **your** personal representative can claim one of the following amounts.

- |   |  |         |
|---|--|---------|
| a | For death  | £10,000 |
| b | For loss of one or more limbs at or above the wrist or ankle, or permanent loss of all sight in one or both eyes | £25,000 |
| c | For permanent and complete disability which means that <b>you</b> cannot do any kind of paid work                | £25,000 |

**Note:**

For children under 16 the death benefit is limited to £1,000. For people over 64, cover is limited to a and b only.

For long-stay cover, benefit under b and c is restricted to £15,000.

What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for claims caused directly or indirectly by the following.
  - a **You** taking part in **winter sports** (unless **you** have paid the extra **winter sports** premium), mountaineering, potholing, riding or driving in any kind of race, scuba diving to more than 30 metres (increased to 40 metres if **you** hold a recognised diving qualification which shows **you** are competent to make the dive), flying (except as a passenger travelling in a fully-licensed passenger-carrying aircraft) or any other dangerous activity.
  - b Deliberately putting yourself at risk (unless **you** are trying to save someone's life).
  - c **You** taking part in manual work in connection with a profession, business or trade.
  - d **Your** suicide or attempted suicide, deliberately injuring yourself, solvent abuse or the effect of alcohol or drugs.
  - e **You** motorcycling, as either the driver or a passenger of a motorcycle which is more than 125cc, unless the driver holds a current licence which allows them to ride a motorcycle of more than 125cc and **you** are wearing a helmet.
- 2 **You** are not covered under this section for any claim if:
  - a it was caused by medical or surgical treatment, unless it was necessary after the accident; or
  - b at the time of the accident, **you** were under the influence of alcohol or drugs, unless the drugs were prescribed by and taken on the instructions of a doctor (except to treat drug addiction).
- 3 **You** are not covered if the accident was caused by a medical condition that existed before **your trip**.

Conditions

As well as the general conditions on page 23, the following condition applies.

- 1 If **you** make a claim, **you** must allow **our** medical advisers to examine **you** as often as they need to. (**We** will pay any costs and **your** expenses for these examinations.)

## Section 5 Personal belongings

You will not be covered under this section if you have paid the lower premium to exclude personal belongings cover.

• **Single and Multi-trip: up to £1,500**

• **Long Stay: up to £1,000**

### What is covered

If **you** accidentally lose **your personal belongings**, or if they are stolen or damaged, **you** can claim up to £1,500 to replace or repair them. (**We** will take an amount off for wear and tear and loss of value.) There is a limit of £300 for one item, pair or set. The overall limit for **valuables**, golf and sports equipment, compact discs and pre-recorded audio tapes is £300.

### What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for the following.
  - a Loss of, theft of or damage to **your personal belongings** 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.
  - b Loss or theft of **your personal belongings** at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them.
  - c Breakage of or damage to **fragile articles**, audio, video or computer equipment (unless the breakage or damage is caused by a malicious or criminal act), and any other loss or damage caused by the breakage.
  - d Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
  - e Loss of, theft of or damage to food, drink or tobacco products.
  - f Loss of, theft of or damage to contact or corneal lenses, mobile phones, loose precious stones, securities, deeds, documents or property held for business purposes.
  - g Loss of, theft of or damage to **valuables** if **you** leave them in baggage which is checked in to the carrier.
  - h Loss of, theft of or damage to **valuables** **you** are not carrying with **you** unless **you** have kept them in locked accommodation, a safe or a safety deposit box.
  - i There is no cover for **personal belongings** left in a vehicle overnight.
- 2 **Winter sports** equipment is not covered under this section.
- 3 **We** will not pay the first £50 of every claim made for each of **you** unless **you** have paid the excess waiver premium.

### Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 **You** must take proper care of **your** belongings and act as if **you** did not have this insurance policy.
- 2 If **your** claim involves a pair or set, **we** will only pay the value of the part of the pair or set which is lost, stolen or damaged.
- 3 **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**.

**Section 6 Temporary loss of personal belongings**

• **Single and Multi-trip: up to £100**

• **Long Stay: up to £100**

**What is covered**

If **your personal belongings** are temporarily lost for more than 12 hours on **your** outward journey, **you** can claim up to £100 for the replacements **you** need to buy.

**What is not covered**

As well as the general conditions on page 23, the following exclusion applies.

- 1 If **you** receive payment from someone or somewhere else, **we** will take this amount off **your** claim.

**Conditions**

As well as the general conditions on page 23, the following conditions apply.

- 1 As well as getting an authorised 'carrier's report' or 'property irregularity report' from the carrier or handling agent, **you** must also write to them within 21 days of receiving **your** property back to confirm **you** had to buy replacement items.
- 2 If **your personal belongings** are never found and **we** agree to pay for permanent loss, **we** will take off any amount **we** have already paid for temporary loss.
- 3 Original receipts must be kept for any items purchased.

**Section 7 Money and documents**

• **Single and Multi-trip: up to £400**

• **Long Stay: up to £400**

**What is covered**

**We** will repay **you** if **you** lose any of the following or they are stolen.

- Bank notes
- Coins
- Traveller's cheques
- Travel tickets
- Admission tickets
- Meal vouchers
- Passport (residual value only)
- Qualification certificates

For cash there is a limit of £200 for each adult and £50 for each **child** under 16.

This cover starts from the time **you** get the money or documents or 72 hours before **you** leave **home** to go on **your trip**, whichever is later.

**What is not covered**

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for the following.
  - a Loss or theft if **you** have not reported it to the police within 24 hours of discovering the loss or theft and **you** have not got a police report.
  - b Loss of value or shortages caused by a mistake.
  - c Money left in baggage which **you** have checked in to the carrier or which **you** do not keep with **you**, unless it is in locked accommodation, a safety deposit box or a safe.
- 2 **We** will not pay the first £50 of every claim made for each of **you** unless **you** have paid the excess waiver premium.

**Conditions**

As well as the general conditions on page 23, the following condition applies.

- 1 **You** must take proper care of **your** belongings and act as if **you** did not have insurance.

**Section 8 Loss of passport**

• **Single and Multi-trip: up to £250**

• **Long Stay: up to £250**

**What is covered**

**You** will be covered for all necessary and reasonable extra travel and accommodation (room only) expenses incurred as a result of having to travel to obtain a replacement passport if it is lost or stolen during the **period of insurance**.

**What is not covered**

As well as the general conditions on page 23, the following exclusion applies.

- 1 **You** are not covered for loss or theft if **you** have not reported it to the police within 24 hours of discovering the loss or theft and **you** have not got a police report.

**Conditions**

As well as the general conditions on page 23, the following conditions apply.

- 1 **You** must take proper care of **your** passport and act as if **you** did not have this insurance.
- 2 **You** are not covered for any expenses arising whilst **you** are in the **United Kingdom**.
- 3 **You** are not covered for any extra travel and accommodation expenses incurred in returning to the **United Kingdom**.

## Section 9 Personal liability

### • Single and Multi-trip: up to £2 million

### • Long Stay: up to £2 million

#### What is covered

If **you** accidentally injure someone or damage someone else's property whilst on a **trip** during the **period of insurance**, **you** will be covered for **your** legal liability:

- a to people who do not work for **you** or with **you** and who are not **your** travelling companions or members of **your** family; and
- b for accidental damage to property which is not owned or being looked after by **you** or a member of **your** family.

If **you** are legally responsible for accidental damage to rented accommodation, **we** will pay up to £100,000 for a single incident.

This cover includes legal expenses which **you** have paid with **our** permission.

#### What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 This section does not cover liability caused directly or indirectly by **you** owning or using any aircraft, motorised vehicle, boat or any form of motorised leisure equipment.
- 2 This section does not cover employer's liability or liability caused by **you** carrying out contracts, supplying goods and services, or doing any paid or voluntary work.
- 3 **You** will not be covered for damage, injury, illness or disease caused directly or indirectly by an infectious disease.
- 4 **We** will not pay the first £250 of every claim to do with rented accommodation. (The excess waiver does not apply to this section.)

#### Conditions

As well as the general conditions on page 23, the following condition applies.

- 1 **You** must send **us** any writ, summons or other legal documents as soon as **you** receive them. **You** must also give **us** any information and help **we** need to deal with the case and **your** claim. **You** must not negotiate, pay, settle, admit or deny any claim without **our** written agreement.

## Section 10 Missed departure - extra travel and accommodation expenses

### • Single and Multi-trip: up to £750

### • Long Stay: up to £500

#### What is covered

If one of the following takes place during the **period of insurance**, **you** will be covered for the cost of reasonable extra accommodation (room only) and travel expenses to allow **you** to carry on with **your trip** if **you** arrive at **your** international or final departure point too late to board **your booked scheduled transport**:

- 1 **Labour dispute or protest**, civil disturbance, mechanical breakdown or bad weather which interrupts **your booked scheduled transport** services, including booked connecting flights.
- 2 An accident or breakdown involving the car taking **you to your United Kingdom** departure point.

#### Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 **You** must do all that **you** can to arrive at the airport, port or station **you** are leaving from on time.
- 2 In the case of a **labour dispute or protest**, **you** will only be covered if the dispute is announced and begins during the **period of insurance** and after **you** have booked **your trip**.
- 3 If **you** miss the departure because **your** car breaks down or **you** are involved in an accident, **you** must send **us** a repairer's report or police accident report.

## Section 11 Mugging

### • Single and Multi-trip: up to £500

### • Long Stay: no cover

#### What is covered

If during the **period of insurance** **you** are **mugged** and injured and **you** have a valid claim under section 3 - Hospital benefit, **you** will receive a further £100 for each full 24 hours that **you** spend as an inpatient in a hospital outside the **United Kingdom** and the country where **you** normally live.

#### What is not covered

As well as the general conditions on page 23, the following exclusion applies.

- 1 **You** are not covered if **you** do not report the **mugging** to the police and get a report from them.

**Section 12 Legal expenses**

• **Single and Multi-trip: up to £25,000**

• **Long Stay: up to £25,000**

Up to £25,000 for all necessary legal costs incurred by the representative following an event which causes the death of, or bodily injury to, you.

This is the most we will pay for all claims resulting from one or more events arising at the same time or from the same originating cause.

The following definitions apply to Section 12 only.

We, us, our - DAS Legal Expenses Insurance Company Limited.

Representative	The lawyer, or other suitably qualified person, who we have appointed to act for you in line with the conditions of this section.
Legal costs	All reasonable and necessary costs charged by the representative on a standard basis, or in accordance with the predictable costs scheme, if this is appropriate. It also includes the opponent's costs in civil cases if you have to pay them or if you pay them with our agreement.
Date of occurrence	The date of occurrence is the date of the event that leads to a claim. If there is more than one event arising at different times but from the same originating cause, the date of occurrence is the date of the first of these events.
Insured incident	An event that leads to a claim being made under this section of your policy.
Period of insurance	The period for which we have agreed to cover you.

**What is covered**

Up to the amount shown above depending upon the level of cover you have purchased, for all necessary legal costs incurred, by the representative, following an event which causes the death of, or bodily injury to, you.

We agree to provide legal expenses cover, keeping to the conditions and exclusions, as long as:

- It is always more likely than not that you will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence. Before we pay legal costs for appeals, we must agree that it is always more likely than not that an appeal will be successful;
- If you use a representative, we will pay the legal costs for this;
- any legal proceedings will be dealt with by a court or other body which we agree to; and
- the date of occurrence of the insured incident must be during the period of insurance.

**What is not covered**

As well as the general conditions on pages 23, the following exclusions apply:

- 1 The failure to notify us of the insured incident within a reasonable time of it happening, and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
- 2 Any legal costs incurred before we agree to pay them.
- 3 Any claim relating to the following:
  - Any illness which develops gradually or is not caused by a specific or sudden accident
  - You driving a motor vehicle for which you do not have valid motor insurance
  - Judicial review, coroner's inquest or fatal accident inquiry
- 4 Defending your legal rights (but defending a counter claim is covered.)
- 5 Any disagreement with us that is not in condition 17 of this section.
- 6 Any legal action you take which we or the representative have not agreed to or where you do anything that has a negative effect on us or the representative.
- 7 Any legal action against the travel agent, tour operator, carrier or any of the insurers listed on page 10.
- 8 Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
- 9 Any legal costs that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).
- 10 Any insured incident intentionally brought about by you.
- 11 Any claim relating to your alleged dishonesty or alleged violent behaviour. Also, any claim that is fraudulent or exaggerated.
- 12 Any claim relating to written or spoken comments which damage your reputation.
- 13 An incident or matter arising before the start of cover under this section.

## Section 12 - continued

## Conditions

As well as the general conditions on pages 23, the following conditions apply:

- 1 You must give us full and truthful details by phone or in writing of any claim as soon as possible and give us any information we need.
- 2 We can take over and conduct, in your name, any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
- 3 You are free to choose a representative (by sending us a suitably qualified person's name and address) if:
  - (a) we agree to start legal proceedings and it becomes necessary for a lawyer to represent your interests in those proceedings; or
  - (b) there is a conflict of interest.
- 4 In all circumstances (except those in 3 above), we are free to choose a representative.
- 5 Any representative will be appointed by us to represent you according to our standard terms of appointment, which may include a 'no win, no fee' agreement. The representative must co-operate fully with us at all times.
- 6 We will have direct contact with the representative.
- 7 You must co-operate fully with us and the representative, and must keep us up to date with the progress of the claim.
- 8 You must give the representative any instructions that we ask for.
- 9 You must tell us if anyone offers to settle the claim.
- 10 If you do not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
- 11 You must not negotiate or agree to settle a claim without our written approval.
- 12 We may decide to pay you the amount of damages that you are claiming or that is being claimed against you instead of starting or continuing legal proceedings.
- 13 If we ask, you must tell the representative to have legal costs taxed, assessed or audited.
- 14 You must take every step to recover any legal costs that we have to pay and must pay us any legal costs that you recover.
- 15 If your representative refuses to continue acting for you with good reason or if you dismiss your representative without good reason, the cover we provide will end immediately, unless we agree to appoint another representative.
- 16 If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to your representative, the cover we provide will end immediately and we will be entitled to reclaim any legal costs we have paid.
- 17 If there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, you can contact the Financial Ombudsman Service for help.
- 18 We may ask you to get (at your own expense) an opinion from a lawyer, or other suitably qualified person chosen by you and us about whether a claim or proceedings will be successful. If the chosen person believes that it is more likely than not you will recover damages (or reach a solution that we have agreed to) or make a successful defence, we will pay the cost of getting the opinion.
- 19 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 20 You must keep to the terms and conditions of this section.
- 21 You must try to prevent anything happening that may cause a claim.
- 22 You must take reasonable steps to keep any amount we have to pay as low as possible.

## Section 13 Delay

- **Single and Multi-trip: up to £100 (£5,000 for cancellation)**
- **Long Stay: no cover**

## What is covered

If the transport on which **you** are booked as a passenger is delayed or cancelled due to one of the following reasons: Storm, Flood, Industrial action, Bad weather, Mechanical breakdown of train or sea vessel, Grounding of the aircraft due to a mechanical or structural defect, **you** will receive one of the following.

- 1 Compensation of £20 for each full 12-hour period that **you** are delayed, up to a limit of £100. **We** will work out the length of the delay based on the difference between **your** scheduled time of arrival and **your** actual arrival time at **your** final destination.
- 2 **Your** cancellation charges (up to £5,000 and subject to a cancellation excess of £50) if, after a 12-hour delay to the departure of **your** outward journey from the **United Kingdom**, **you** decide to cancel the **trip**.

## What is not covered

As well as the general conditions on page 23, the following exclusions apply.

- 1 **You** are not covered for the following.
  - a Any claims if **you** took this insurance out within four weeks of the date **you** are due to leave and it is public knowledge that the journey could be delayed.
  - b Claims caused by the tour operator or any other provider of transport and accommodation, ceasing to trade.
  - c Amounts **you** can get back from someone or somewhere else if **you** decide to cancel the **trip**.

## Conditions

As well as the general conditions on page 23, the following conditions apply.

- 1 **You** must ask the airline or transport company to confirm in writing:
  - a the cause of the delay or cancellation;
  - b the period of the delay;
  - c the scheduled time of departure and arrival; and
  - d the actual time of departure and arrival.

## General conditions that apply to all sections

- 1 a) **You** must tell **us** any facts **we** ask for in the declaration (see Health Questions on page 2 which could affect this insurance. If **you** do not, **you** may not be fully covered. **You** must give **us** any information which may influence **our** decision to provide or continue **your** cover or the way **we** work out **your** premium (for example, **your** health). If **you** are not sure whether **we** need to know a particular fact, please contact **your** insurance agent.
- b) If, at the time of taking out this insurance (or booking the **trip** if this was later) **your close relative, business associate** or travel companion had a medical condition for which he or she:
- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand)
  - was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for checkups for a stable condition, at regular intervals which have been arranged beforehand)
  - had been given a **terminal prognosis**, or been told that their condition is likely to get worse in the next 12 months;
- We** will not pay for any claim **you** (or any insured person) make, that has anything to do with the medical condition of that **close relative, business associate** or travel companion.
- 2 **You** will not be covered for the following:
- (a) Any claims arising from routine treatment or care which could reasonably be expected to arise during **your period of insurance**.
  - (b) Any claim related to an incident that you were aware of at the time you took out this insurance and which could lead to a claim.
  - (c) Any claim that results from the tour operator, airline, or any other company, firm, or person not being able or not being willing to carry out any part of their obligation to you.
  - (d) **You** travelling contrary to the regulations of **your** transport provider.
  - (e) Indirect losses, which result from the incident that caused **you** to claim. For example replacing locks if **you** lose **your** keys.
  - (f) If **you** receive payment from someone or somewhere else, **we** will take this off **your** claim. This does not apply to Section 4 - Personal accident.
  - (g) Travel to a country or specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to.
  - (h) Any claim caused directly or indirectly by the following:
    - i) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an nuclear device or nuclear equipment;
    - ii) **Your** property being held, taken, destroyed or damaged under the order of any government or other authority;
    - iii) Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound;
    - iv) War, invasion, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event. (This does not apply to Section 2 - Medical and other expenses, while **you** are away from the **United Kingdom**. **You** must follow any relevant suggestions or recommendations made by any government or other authority before or during the **period of insurance**.);
- v) **Acts of terrorism** (This does not apply to Section 2 - Medical and other expenses, while **you** are away from the **United Kingdom**. **You** must follow any relevant suggestions or recommendations made by any government or other authority before or during the **period of insurance**);
  - vi) The use, release or threat of any nuclear weapon or device or chemical or biological agent;
  - vii) **You** taking part in any dangerous or hazardous activity unless it is specified in the policy or **we** have expressly agreed to provide cover.
- 3 **You** must follow any relevant suggestions or recommendations made by any government or other authority before and during the **period of insurance**.
  - 4 **You** must do all that **you** can to keep **your** claims as low as possible and to prevent theft, loss and damage.
  - 5 If **we** pay any expenses which **you** are not covered for, **you** must pay these back within a month of the end of the **period of insurance**.
  - 6 If **you**, or anyone acting for **you**, deliberately make a false claim or statement, the insurance will end and **we** will not pay any claims.
  - 7 **We** may take action in **your** name to get compensation or security for loss, damage or expenses covered by this insurance. **You** will not pay anything towards this action, but any amount or security handed over will belong to **us**.
  - 8 If **we** have to pay any amounts under the law of another country and **we** would not usually have to pay these amounts under the policy, **you** must repay the amounts to **us**.
  - 9 All the sums insured and limits set out in this policy include VAT.
  - 10 English law will apply to this contract of insurance unless **you** and **we** agree otherwise and any disputes will be heard in an English court.
  - 11 The premium for this insurance includes insurance premium tax where necessary.
  - 12 If **we** pay a claim because **your trip** is cancelled, **we** will not pay a claim under any other section of the policy for the same **trip**.
  - 13 If **you** have paid the extra excess waiver premium, **you** will not have to pay the excess under certain sections of the policy. If **we** agree to a claim for medical expenses which has been reduced because **you** have used an EHIC or private health insurance, **you** will not have to pay the excess.
  - 14 Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English language.

Signed for the insurers



Mark Cliff  
Managing Director  
Ageas Insurance Limited

## What to do if you have a complaint

If **you** have experienced a problem with any part of **our** service, **we** will sort this out as quickly and fairly as possible.

### What you should do first

If **your** complaint is about the way **your** policy was sold to **you**, contact **your** insurance adviser to report **your** complaint.

If **you** have a complaint about a claim, call **your** claims handler first. **You** will find the claims handler's name and phone number on any letters they have sent **you**.

### If your problem has still not been sorted out

#### Step 1

Contact **our** Customer Service Advisor who will make sure that **your** complaint is dealt with at a senior level. **You** can write to **us** at the address below or e-mail **us** through **our** website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include **your** policy number and claim number if appropriate).

Customer Services Advisor, Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

If **your** complaint is concerning DAS Legal Expenses Insurance Company Limited, please contact them direct at: Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Telephone: 0117 934 0066

Fax: 0117 934 2095

e-mail: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

#### Step 2

If this matter has still not been sorted out, **you** can write to Mark Cliff, Managing Director at the Ageas House address, unless **your** complaint relates to Legal Expenses Insurance in which case please contact DAS Chief Executive Officer at DAS House, Quayside, Temple Back, Bristol BS1 6NH.

#### Step 3

If **you** are not satisfied with **our** final decision or if **we** have not responded to **you** within 8 weeks, **you** can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

### Service standards

**We** will respond to any letter **you** send **us** within two working days of receiving it. The letter will tell **you** who will be dealing with **your** complaint and when **you** should expect a reply. By using this complaints procedure, it will not affect **your** rights to take legal proceedings.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. The scheme covers at least 90% of any claim with no upper limit. For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

## Know before you go - checklist

**We** recommend that **you** do the following things before **you** go on holiday.

- 1 Check the Foreign and Commonwealth Office (FCO) travel advice website at [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo), or call 0845 850 2829.
- 2 Get travel insurance and read the policy carefully to make sure that the cover is suitable for your needs.
- 3 For your own protection, try to make sure that the company you book your trip through belongs to a trade organisation - for example, one that uses the letters ABTA or ATOL.
- 4 Take enough money with you for your trip but, where possible, use traveller's cheques rather than money.
- 5 Make sure you have a valid passport and the visas you need.
- 6 Check what vaccinations you need in good time before you travel.
- 7 Check to see if you need to take extra health precautions ([www.doh.gov.uk/uk/travel advice](http://www.doh.gov.uk/uk/travel%20advice)).
- 8 Plan to avoid trouble, find out about local laws and customs, and take a guidebook.
- 9 Make copies of your passport and insurance policy, plus the 24-hour emergency number and ticket details - leave copies with family and friends.
- 10 Leave a copy of your travel plans and a way of contacting you, such as an e-mail address, with family and friends.

## Data Protection Notice

Please read this notice carefully as it contains important information about our use of **your** personal information. In this notice, we and us and our means the Ageas Group which includes Ageas Insurance Limited and any holding companies, subsidiaries and other linked companies. **Your** personal information means any information we hold about **you** or anyone else in connection with any product or service we are providing to **you**.

By taking out this insurance policy, **you** confirm that we may use **your** personal information for the purposes explained below. **You** should show this notice to anyone else whose name **you** give to us in connection with **your** insurance policy as it will also apply to them.

### How we use your personal information

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **your** insurance advisor.

We also may use **your** personal information and information about **your** use of our products and services to carry out research and analysis.

We may have to share **your** personal information with other insurers, regulatory authorities or agents providing services on our behalf.

We will only release **your** personal information to others if:

- we need to do this to manage **your** policy with us;
- **you** have given permission to receive promotional material
- we need to prevent fraud;
- we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); or
- there are any other circumstances where **you** have given **your** permission.

If we change the way that we use **your** personal information, we will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let us know as soon as possible.

### Sharing information to prevent fraud

We may share **your** personal information with operators of registers used by the insurance industry to check information that is given to us and prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited. We may pass information relating to **your** insurance policy and any incident (such as an accident or theft), to these registers.

### Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to passing relevant security questions, we will deal with **you** or **your** husband, wife or partner or any other person whom we reasonably believe to be acting for **you** if they call us on **your** behalf in connection with **your** policy.

### Sensitive information

Some of the personal information that we ask **you** to provide is known as sensitive personal data. This will include information relating to **your** health, race, religion and any criminal convictions that **you** have. We will only use sensitive personal data about **you** to manage **your** policy and to provide the services described in **your** policy documents.

### Monitoring and recording calls

We may monitor and record telephone calls to monitor and improve our service and to prevent or detect fraud. We may also use CCTV recording equipment in and around our premises.

### Further information

**You** are entitled to receive a copy of the information we hold about **you**. Please contact our Data Protection Officer, giving **your** name, address and insurance policy number. We are entitled to charge **you** a small administrative fee for this.



KC Explorer is arranged by  
Key Choice Insurance Marketing Ltd  
2500 The Crescent, Birmingham Business Park, Solihull, West Midlands, B37 7YE  
and underwritten by



**Ageas Insurance Limited**

Registered Office:  
Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA  
Registered number 354568 England

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority

