

# Travel Insurance Policy



## Summary of Benefits

Section	Cover	Limit	Excess*
1	Medical and Other Expenses		
	1. Journeys Outside the United Kingdom	£10,000,000	£40 per person (£80 per family)
	2. Journey within the United Kingdom	£10,000	£40 per person (£80 per family)
2	UK Hospital transfer and additional costs and expenses		
	1. Hospital Transfer Costs	£5,000	£40 per person (£80 per family)
	2. Return Home Costs	£2,500	£40 per person (£80 per family)
	3. Additional Expenses	£500	£40 per person (£80 per family)
3	Cancellation or Curtailment	£5,000	£40 per person (£80 per family) (£15 per person for loss of deposit or £45 per family)
4	Personal Accident	£25,000 (£1,000 for persons aged under 16 years)	
5	Personal Baggage (if shown as included on policy certificate)	£2,000 (Limited to £400 for valuables, £400 per single article, pair or set)	£40 per person (£80 per family)
6	Personal Money (if shown as included on policy certificate)	£500	£40 per person (£80 per family)
7	Loss of Passport	£500	£40 per person (£80 per family)
8	Personal Liability	£2,000,000	£40 per person
9	Contingent Liability (Jet Bikes, Jet Skis)	£2,000,000	
10	Delayed Baggage	£400	
11	Travel Delay		
	1. Compensation (£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit)	£400	
	2. Cancellation (If Insured Person(s) wants to cancel after 24 hours delay on initial outward leg of Journey)	£5,000	
12	Missed Departure	£1,000	£40 per person (£80 per family)
13	Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit	£1,000	£40 per person (£80 per family)
14	Catastrophe	£500	£40 per person (£80 per family)
15	Loss of Pet Documentation	£500	£40 per person
16	Seat Bumping	£200	
17	Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)	£50,000	
<b>Optional Wnter Sports Extension</b>			
18	Ski Equipment (£300 limit on hired ski equipment £500 per article, set or pair)	£750	£40 per person (£80 per family)
19	Ski Equipment Hire Charges	£400	
20	Piste Closure (Limited to 15th November to 15th April, per day limits apply)	£300	
21	Unused Ski Pack	£500	

\*Limited to £40 per Insured Person (£80 per family) per claim incident irrespective of the number of sections involved

# Holiday Travel Insurance Policy

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## Important Notice

This travel insurance policy is underwritten by Tokio Marine Europe Insurance Limited (the *Company*), except for Section 17 – Legal Expenses which is underwritten by DAS Legal Expenses Insurance Company Limited (the *Legal Expenses Insurer*).

This policy, the policy certificate and any endorsements form the legal contract between the *Company* and *you*. It is important that each *Insured Person* reads these documents carefully ensuring that he/she fully understands all the terms and conditions and that they meet his/her requirements.

The *Insured Person* or his/her insurance advisor must notify the *Company* as soon as is reasonably practicable:

1. if there is a discrepancy, omission or if the *Insured Person's* insurance requirements change
2. of any fact(s) or change(s) that the *Company* would take into account in the assessment or acceptance of this insurance as failure to disclose all relevant fact(s) or change(s) may invalidate the policy or result in the policy not operating fully.

The *Insured Person(s)* should comply with all procedures stated in the Policy as failure to do so may be a bar to any claim.

## Insurer Information

With the exception of Section 17 – Legal Expenses, cover under this policy is provided by Tokio Marine Europe Insurance Limited (the *Company*) which is registered in England and Wales No 00989421.

Registered office: 150 Leadenhall Street, London EC3V 4TE, United Kingdom.

Cover under Section 17 – Legal Expenses, will be provided by DAS Legal Expenses Insurance Company Limited (the *Legal Expenses Insurer*) which is registered in England No 103274. Registered office: DAS House, Quay Side, Temple Back BS1 6NH

Tokio Marine Europe Insurance Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority and as such are covered by the Financial Ombudsman Service.

Full details are available on the FSA's Register by visiting website <http://www.fsa.gov.uk/register> or by contacting the FSA on telephone number 0845 606 1234.

## Important Information

**Your right to cancel:** if having purchased this insurance *you* decide that it does not meet *your* requirements please return all documentation within 14 days of the date of issue to either:

The insurance adviser from whom *you* purchased this policy, or

Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts NG19 7BL, or telephone on 0845 812 3441

and provided that no claim has been made and *you* have not travelled the premium will be refunded in full. Cancellation by *you* at any other time will mean *you* are not entitled to a refund of premium.

**Health:** this insurance contains certain exclusions and conditions relating to the state of health of all *Insured Persons*, their *Relatives*, their travelling companions and also *Close Business Colleagues*. If *you* are in any doubt as to whether *you* or any other persons are eligible for full cover, please contact the Medical Referral Helpline on 0845 070 3593 (Monday – Friday 9am to 6.30pm, Saturday 9am – 5pm excluding public holidays)

*Your* enquiry will be handled confidentially and *you* will be advised in writing of the extent of cover that can be provided. *You* will also be given a Medical Referral Reference. Please notify *your* insurance advisor of this medical reference number to be recorded on to your policy certificate.

**Material Fact(s):** *You* MUST disclose to *us* all *Material Facts*. A *Material Fact* is one which is likely to influence the extent of cover *we* are willing to provide. This includes the medical history of all *Insured Person(s)* or that of a travelling companion, *Relative* or *Close Business Colleague* or other person on whose state of health a decision by *you* to cancel or curtail *your* trip depends.

If, after buying the policy or booking a trip (whichever is the later), a *Material Fact* becomes known or changes *you* must tell *us* and *we* reserve the right to impose special terms. If *you* are in doubt as to whether a fact is 'material', *you* should contact the Medical Referral Helpline on 0845 070 3593 (Monday – Friday 9am to 6.30pm, Saturday 9am – 5pm excluding public holidays) to make a declaration. *Your* enquiry will be handled confidentially and *you* will be advised in writing of the extent of cover that can be provided. *You* will also be given a Medical Referral Reference.

Failure to disclose a *Material Fact* may be a bar to any claim.

## Peace of Mind Guarantee

If during the *Period of Insurance* you suffer any deterioration in health which results in *our* being unable to offer *you* renewal terms or *our* offering more restrictive cover at renewal, *we* guarantee that upon request, *we* will extend this policy for up to 12 months from renewal date to cover *you* for each *Journey* (as defined in this policy) booked prior to *your* deterioration in health having occurred, PROVIDED THAT:

1. *you* advise *us* that *you* wish to take advantage of this guarantee (giving details of each *Journey* to be covered) and pay the additional premium due by no later than the renewal date
2. no *Journey* was booked against medical advice or in the knowledge that it may have to be cancelled or curtailed
3. *you* otherwise remain eligible for renewal of this policy.

## Complaints Procedure

*We* aim to provide the best possible products and services. However, *we* are aware that despite *our* commitment, things may not always go as planned.

*We* take complaints very seriously at Tokio Marine Europe and aim to deal with them in a quick and efficient manner, and to *your* satisfaction.

If *you* wish to complain, *you* may do so in writing to the insurance advisor from whom *you* purchased this policy, or

The Complaints Manager

Tokio Marine Europe

150 Leadenhall Street, London EC3V 4TE

*You* may also complain via email to [travel@tokiomarine.co.uk](mailto:travel@tokiomarine.co.uk)

Please state the nature of *your* complaint, the policy and/or claim number, the name of any claim handling organisation with whom *you* have been dealing and their reference number.

*We* will aim to answer *your* complaint as quickly as possible, and hope to resolve *your* issue by the close of the working day following *your* complaint.

If this cannot be done, *we* will follow the procedure laid out below:

*We* will acknowledge *your* complaint within five working days, and hope to include in this letter a resolution to *your* complaint.

If a more detailed investigation is required, *we* will aim to return to *you* within four weeks of *your* initial complaint with *our* resolution. If this is not possible, *we* will write to *you* within four weeks and explain why the issue has not yet been resolved, and give *you* a likely timescale of when *our* investigation will be concluded.

If *your* complaint requires a particularly complex investigation, *we* may need eight weeks to conclude *our* investigation. If *we* have not completed *our* investigation within eight weeks, *we* will write to *you* again with an explanation.

If *you* are unhappy with the outcome of *your* complaint or the way *we* have handled it, or if *our* investigation has taken more than eight weeks, *you* may be able to refer the matter to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Telephone: 0845 080 1800

The Financial Ombudsman Service offers a free and independent service to *you*, to help settle disputes between businesses providing financial services and their customers.

Tokio Marine Europe is a member of the Financial Ombudsman Service, and *we* will fully co-operate with their investigation to help reach a resolution.

The existence of this complaints procedure does not affect any right of legal action *you* may have against Tokio Marine Europe Insurance Limited.

## Financial Services Compensation Scheme (FSCS)

Tokio Marine Europe Insurance Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that *you* may be entitled to compensation from the scheme if *we* cannot meet *our* obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7892 7300.

## 24 Hour Emergency Assistance and Pre-travel Advice Number

The 24 hour Worldwide Emergency Assistance Service and Pre-travel advice under this policy is provided by Specialty Assistance (*Assistance Company*) who employs a team of trained multi-lingual assistance co-ordinators.

To comply with policy conditions *you* must notify the *Assistance Company* prior to:

1. an *Insured Person* being admitted as an inpatient at 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 they are admitted
2. any repatriation arrangements being made
3. burial or cremation or transportation of the *Insured Person's* body
4. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2

Once contacted, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

For assistance telephone: +44 (0)20 7902 7405 or  
fax +44 (0)20 7928 4748 or  
Email: assistance@specialty-group.com

When contacting the **Assistance Company** please advise them that **you** are insured under scheme reference TMEI-001 and quote the Policy Number stated in the policy certificate.

The **Assistance Company** can provide advice and assistance in many other circumstances. For instance they can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if **you** are unfortunate enough to go into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer **you** to an Embassy, Consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before you travel such as:
  - which currencies and/or travellers cheques to take
  - banking hours
  - any visa entry requirements and permits required
  - inoculation requirements
  - the language spoken and the time zones in the countries being visited.

### Legal Advice

Legal advice is available over the telephone on any personal legal problem governed by the law of the **United Kingdom** relating to **your Journey** including goods and services purchased for **your Journey**, the **Journey** itself and any personal injury suffered during **your Journey**. Advice is not available regarding any dispute that may arise concerning this policy. This service is completely confidential and is operated by the **Legal Expenses Insurer** with advice provided by their team of fully qualified lawyers.

To obtain free legal advice telephone +44 (0)117 934 2111 (when phoning please quote **your** policy number and reference: TMEI001).

### Maximum Excess

The maximum excess payable by each **Insured Person** named in the policy certificate in respect of any one occurrence or incident resulting in a claim will be limited to:

£40 in respect of each **Insured Person** irrespective of the number of Sections involved, and

£80 per family irrespective of the number of Sections being involved.

### Reciprocal Health Agreement

**Insured Persons** travelling to European Union Countries are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at: <http://www.dh.gov.uk/travellers> or by telephone on 0845 606 2030. This EHIC entitles **you** to benefit from the reciprocal health agreements which exist between European Union countries. Where medical expenses have been reduced by the use of an EHIC, or by a contribution from the **Insured Person's** private health insurance and **PROVIDED THAT** liability has been accepted by the **Company** for such reduced medical expenses, the £40 per **Insured Person** (£80 per family) excess under Section 1 – Medical Expenses will be reduced by the amount of such reduction or contribution up to a maximum reduction of £40 per **Insured Person** (£80 per family).

The **United Kingdom** has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand and Russia. Visit <http://www.dh.gov.uk/travellers> for a list of those countries in which **you** may be entitled to free treatment or treatment at reduced cost.

### Foreign and Commonwealth Office

**You** must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel.

Travel advice can be obtained from the FCO on telephone number +44 (0)845 850 2829 or by visiting their website at [www.fco.gov.uk](http://www.fco.gov.uk)

### Policy Contract

All information supplied by **you** to **us** shall be the basis of and form part of this contract.

In consideration of **your** having paid the premium stated in the policy certificate, **we** agree to provide the insurance in the manner and to the extent specified in this policy

Provided that:

1. **you** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, policy certificate or by additional endorsement(s)
2. our liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein

3. there shall be no cover under Section 5 – Personal Baggage and Section 6 – Personal Money **UNLESS** these sections are stated in the policy certificate as being included
4. there shall be no cover under Sections 18, 19, 20, and 21 **UNLESS** the wintersports extension is stated in the policy certificate as being included.

**This is not a private medical insurance policy.** We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and **we** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, **we** or **our** representatives will require unrestricted access to all **your** medical records and information.

### **General Definitions**

Wherever these words or phrases appear in **bold italic type** in this policy, other than in respect of Section 17 – Legal Expenses, they will have these meanings.

#### **Administrator**

Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL Telephone: 0845 812 3441.

#### **Assistance Company**

Specialty Assistance, Europoint, 5 Lavington Street, London SE1 0NZ  
Telephone : +44 (0)20 7902 7405 or  
Fax: +44 (0)20 7928 4748.  
Email: assistance@specialty-group.com

#### **Claims Handler**

Insurance Administration Services Limited, P.O. Box 9, Mansfield, Notts. NG19 7BL  
Telephone : 0845 812 3441

#### **Close Business Colleague**

A person employed by the same company as the **Insured Person** and in whose absence from the business it will be essential that the **Insured Person** be present in their place.

#### **Company**

Tokio Marine Europe Insurance Limited,  
150 Leadenhall Street, London EC3V 4TE

#### **Curtailment**

Returning to the **Insured Person's** home or place of business in the **United Kingdom** PRIOR TO the scheduled date of return from the **Journey**.

#### **Damages**

Unliquidated damages but excluding punitive, exemplary or any multiple of compensatory damages.

#### **Date of Issue**

The date this policy was issued as stated in the policy certificate.

#### **Defence Costs**

1. The cost of legal representation at:
  - a. a coroner's inquest or any inquiry in respect of any death
  - b. proceedings in any court arising out of any alleged breach of statutory duty.
2. All costs and expenses incurred with the **Company's** written consent and relating to any claim which may be the subject of indemnity under Section 8 – Personal Liability.

#### **Family**

Up to two adults residing at the same address for at least six months and all their dependent children under the age of 18 years (23 years if in full time education) residing at the same address (and/or residing elsewhere in the **United Kingdom** if in full time education).

#### **Geographical Limits**

Whichever of the following is stated as being applicable in the policy certificate:

**Area 1:** England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

**Area 2:** Algeria, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Egypt, Eire, England, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Israel, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, all islands in the Mediterranean sea, Moldova, Monaco, Morocco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, Russia (west of the Urals), San Marino, Scotland, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (west of the Ural mountains), Vatican City, Wales

**Area 3:** Worldwide excluding the United States of America, Canada, Caribbean Islands and Mexico

**Area 4:** Worldwide

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

Each person stated in the policy certificate as being insured (provided that such person is resident in the United Kingdom, Channel Islands or Isle of Man and registered with a doctor).

### **Insurers/We/Our/Us**

In respect of the cover provided under:

1. all Sections other than Section 17 – Legal Expenses, the *Company*
2. Section 17 – Legal Expenses, the *Legal Expenses Insurer*.

### **Journey**

If annual multi-trip cover is selected

Any pre-booked trip of up to 45 days duration (or 60 days duration if stated on the policy certificate and the appropriate premium has been paid for *Insured Person(s)* aged up to 70 years only) but limited to 31 days for *Insured Person(s)* aged 71 years to 75 years at date of issue within the *Geographical Limits* for social, domestic, pleasure, educational or commercial business purposes commencing from and returning to the *Insured Person's* home or place of business within the *United Kingdom* and involving travel:

- A. outside the *United Kingdom* or
- B. solely within the *United Kingdom* PROVIDED THAT the *Journey* involves at least:
  1. one night stay for commercial business purposes or
  2. two nights stay for all other trips at pre-booked accommodation not owned by or leased to any *Insured Person* hereunder.

If single trip cover is selected

The pre-booked trip, for which this insurance policy was issued, of up to:

- A. 12 months duration (in respect of *Insured Persons* aged 70 years or under at the *Date of Issue*) or
- B. 31 days (in respect of *Insured Persons* aged 71 to 85 years at the *Date of Issue*)

within the *Geographical Limits* for social, domestic, pleasure, educational or commercial business purposes commencing from and returning to the *United Kingdom*.

### **Legal Expenses Insurer**

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back BS1 6NH.

### **Material Fact(s)**

A *Material Fact* is one which is likely to influence the extent of cover *we* are willing to provide. This includes the medical history of all *Insured Person(s)* or that of a travelling companion, *Relative* or *Close Business Colleague* or other person on whose state of health a decision by *you* to cancel or curtail *your* trip depends.

If, after buying the policy or booking a trip (whichever is the later), a *Material Fact* becomes known or changes *you* must tell *us* and *we* reserve the right to impose

special terms. If *you* are in doubt as to whether a fact is 'material', *you* should contact the Medical Referral Helpline on 0845 070 3593 (Monday – Friday 9.00am to 6.30pm, Saturday 9.00am – 5.00pm excluding public holidays) to make a declaration. *Your* enquiry will be handled confidentially and *you* will be advised in writing of the extent of cover that can be provided. *You* will also be given a Medical Referral Reference.

Failure to disclose a *Material Fact* may be a bar to any claim.

### **Money**

Cash, currency, bank notes, travellers cheques, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.

### **Operative Time of Cover**

If annual multi-trip cover is selected

1. The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the date of booking a *Journey* or the date of commencement of the *Period of Insurance* (whichever is the later) and terminates when during the *Period of Insurance* the *Insured Person* leaves his/her home or place of business (whichever is left last) within the *United Kingdom* to commence such *Journey* or upon expiry of the *Period of Insurance* (whichever is the earlier).
2. The *Curtailment* insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commence when during the *Period of Insurance* the *Insured Person* leaves his/her home or place of business (whichever is left last) in the *United Kingdom* to commence a *Journey* and terminates upon:
  - A. the *Insured Person's* direct return to such home or place of business (whichever is reached first) at the end of such *Journey*
  - or
  - B. expiry of the *Period of Insurance* whichever is the earlier.

If single trip cover is selected

The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the *Date of Issue* and terminates when on the Departure Date the *Insured Person* leaves his/her home or place of business (whichever is left last) within the *United Kingdom* to commence the *Journey* at which time the *Curtailment* insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commence and continue until the *Insured Person's* return to such home or place of business (whichever is reached first) within the *United Kingdom* at the end of such *Journey* or expiry of the *Period of Insurance* (whichever occurs first).

### **Period of Insurance**

The period stated in the policy certificate. The *Period of Insurance* is automatically extended for up to 30 days in the event that completion of the journey is delayed due to any circumstances beyond the *Insured Person's* control **PROVIDED THAT** the *Insured Person* is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and **PROVIDED THAT** the *Insured Person* makes all reasonable efforts to complete the *Journey* as soon as possible after the original scheduled completion date of the *Journey*.

### **Relative**

Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the *Insured Person* or of the person with whom the *Insured Person* is travelling or had arranged to stay.

### **Ski Equipment**

Snowboard, skis, bindings, sticks and boots.

### **Unattended Vehicle**

A motor vehicle which contains neither a driver nor a passenger.

### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### **Valuables**

Personal jewellery, watches, gold or silver articles or articles of precious material, computer, radio or audio equipment (including discs, cassettes or memory sticks), electronic games, telescopes, binoculars, sunglasses or spectacles, leather, suede or fur clothing, photographic equipment (including camera body and lenses, flashguns, filters, cases, straps, discs, films, memory sticks and all other accessories), or video equipment (including discs, cassettes or memory sticks).

## **General Conditions (applicable to all sections)**

### **1. Precautions**

The *Insured Person* MUST:

- A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering the personal baggage and personal *Money* insured
- B. not book or undertake the *Journey* against medical advice or if he/she has any reason to believe that such *Journey* may have to be cancelled or curtailed.

### **2. Claims**

If there are any circumstances that give rise to a claim under this policy the *Insured Person* must follow the procedure How to Make a Claim detailed on page 27 and supply at the request of and without cost to the *Insurers* all such proof, information and evidence and provide all such assistance as the *Insurers* may require, complying with ALL reasonable deadlines set by the *Insurers* and complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the *Insured Person* without the written consent of the *Insurers*.

### **3. Insurer's rights in the event of a claim in respect of all Sections other than Section 17 – Legal Expenses**

- A. The *Company* shall be entitled but not bound to take over and conduct in the name of the *Insured Person* the defence or settlement of any claim or to prosecute in the name of the *Insured Person* for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- B. The *Company* shall be entitled at any time in its own name or in the name of the *Insured Person* to take action to effect the recovery of any part of the personal baggage and/or personal *Money* insured or for securing reimbursement in respect of any loss or damage and the *Insured Person* shall give the *Company* all information and assistance in so doing.
- C. Upon payment of any claim under Section 5 – Personal Baggage (and/or Section 18 – Ski Equipment – if applicable) (other than for repair) any part of the property in respect of which payment is made shall belong to the *Company* subject to the *Insured Person's* right to reclaim it upon repayment to the *Company* of the amount paid by the *Company*.

D. The *Company* may at any time pay to the *Insured Person* in connection with any claim or series of claims under Section 8 – Personal Liability the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in *Damages*) or any lesser amount for which such claim or claims can be settled and upon such payment being made the *Company* shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of *Defence Costs* recoverable or incurred prior to the date of such payment.

The liability of the *Company* to pay *Defence Costs* where *Damages* exceeding the Limit of Indemnity have to be paid and the *Company* has not exercised its rights under this Condition shall be limited to such proportion of the said *Defence Costs* as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.

#### 4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the *Insured Person* or any person acting on his/her behalf to obtain benefit under this policy all benefit hereunder shall be forfeited.

#### 5. Cancellation

The *Insured Person* may cancel this policy by returning it to the *Administrator* together with written cancellation instructions at any time within 14 days of the *Date of Issue* but before commencing any *Journey* and PROVIDED THAT no claim has been made the premium will be refunded in full.

#### 6. Observance

The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy and the disclosure of all *Material Facts* shall be conditions precedent to any liability of the *Company* to make any payments under this policy.

#### 7. Arbitration – In respect of all Sections other than Section 17 – Legal Expenses

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in England and Wales. The place of arbitration shall be in London and the language of the arbitration shall be English.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the *Company*.

#### 8. Jurisdiction

This policy shall be governed by and construed in accordance with English Law.

#### 9. Uninsured Expenses

If any costs and/or expenses not covered by this insurance have been incurred by the *Insurers* on the *Insured Person's* behalf or any additional or increased costs and/or expenses incurred by the *Insurers* as a result of the *Insured Person's* failure to comply with the terms provisions conditions and limitations of this policy then the *Insured Person* shall repay all such costs and/or expenses to the *Insurers* within 30 days of his/her being requested to do so by the *Insurers*.

#### 10. Other Insurance or Indemnities

The *Insurers* will seek contribution from any other insurance held by the *Insured Person*, except for claims under Section 5 – Personal Baggage and Section 6 – Personal Money where:

- i. there is in force insurance covering the same claim in which case this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
- ii. the *Insured Person* also seeks to obtain indemnity in respect of the same claim from any other insurance in which case the *Insurers* will not be liable to pay more than their proportionate share of any such claim and costs and expenses in connection therewith.

#### 11. Data Protection Act – Personal Information

The *Company* may collect, hold and process certain types of information regarding the *Insured Person* for particular purposes as allowed by law and in accordance with the *Company's* Data Protection and Privacy Statement (a copy of which can be obtained from the *Company* on request). The *Company* may pass this information to third parties such as loss adjusters and other of its agents.

## General Exclusions (applicable to all sections)

1. This insurance does not cover:
    - A.
      - i. any person aged 86 years or over at the *Date of Issue* if single trip cover selected
      - ii. any person aged 71 years or over at the *Date of Issue* if annual multi trip cover selected for geographical limits Area 3 or 4
      - iii. any person aged 76 years or over at the *Date of Issue* if annual multi trip cover selected for geographical limits Area 1 or 2
      - iv. any person who is not permanently resident in the *United Kingdom* with a permanent address in the *United Kingdom*
    - B. loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any:
      - i. manual work or hazardous occupation of any kind undertaken by the *Insured Person* during his/her *Journey*
      - ii. wilful, malicious or criminal act of the *Insured Person* or breach of any law or enactment by the *Insured Person*
      - iii. engagement in any leisure activity either as a professional or where you receive any financial reward or gain
    - C. any claim arising out of a *Material Fact* which *you* have not declared to *us*
    - D.
      - i. claim arising if at the time of purchasing this insurance the *Insured Person* or a travelling companion:
        - a. is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
        - b. has had a cancerous, cardio-vascular, cerebro-vascular, renal, respiratory, psychiatric or mental condition
        - c. has had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months
        - d. has been taking continuous medication and has had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated
        - e. has any medical condition(s) for which the *Insured Person* or a travelling companion is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
        - f. is awaiting the results of any tests or investigations or is aware of any medical condition of any *Relative* or *Close Business Colleague* whether travelling with the *Insured Person* or not on whose state of health the *Insured Person's* decision to cancel or curtail the *Journey* may depend
        - g. has been advised of a terminal prognosis.
- However the *Company* may agree in writing not to apply exclusions C. or D.i.a. to g. or the *Company* may impose special terms if the *Insured Person* applies to the *Company* with details of the condition by calling the TMEI Medical Referral Helpline on 0845 070 3593 and this insurance is suitably endorsed in writing
- ii. claim caused by or arising from:
    - a. pregnancy or childbirth in respect of any trip starting and/or finishing within 8 weeks of the expected date of birth
    - b. wilfully self inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
    - c. mental illness, anxiety or depression
- E. loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
  - F. death, injury, illness or disablement directly or indirectly resulting from or consequent upon the *Insured Person's* own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the *Insured Person's* own criminal act
  - G. additional costs or supplements arising from single or private room(s) not approved in advance by the *Assistance Company*

- H. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war
  - I. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
  - J. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these
  - K. discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
  - L. loss, destruction, damage, liability costs or expenses by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - M. any claim directly or indirectly caused by, contributed to or arising from:
    - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - N. any claim directly or indirectly caused by, contributed to or arising from a *Journey* to a destination where the Foreign and Commonwealth Office has advised against All travel or All but Essential travel
2. This insurance does not apply whilst the *Insured Person* is engaging in:
- A. motorcycling as either a driver or a passenger unless the person driving the motorcycle holds a current valid full motorcycle driving licence permitting him/her to drive such motorcycle and the motorcycle has an engine capacity of 125cc or less and that, as driver or passenger the *Insured Person(s)* is wearing a crash helmet
  - B. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
  - C. big game hunting, BMX stunt riding, boxing, bungee jumping, canyoning, free climb mountaineering, gymnastics (competitive), heli-skiing, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding (jumping trials, hunting and competitive riding), jousting, martial arts, micro-lighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), outdoor endurance, outward bound courses, racing, safaris (where the *Insured Person* will be using a firearm), sailing (offshore – more than 12 miles from coastline), show jumping, sky diving, sky surfing, stunt events, underground activities (other than as part of an organised excursion or tour), water-ski jumping, white water rafting (above grade 3) or wrestling
  - D. any organised sports trip or tour whilst the *Insured Person* is playing (if the wintersports extension is stated in the policy certificate as being applicable – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded) or any variations thereof
- UNLESS declared to and accepted in writing by the *Company***
- E. winter sports of any kind **UNLESS** stated in the policy certificate as being included in which case this insurance does not apply whilst the *Insured Person* is engaging in heli-skiing, ski-touring, ski-racing competitions and training therefor (other than properly supervised competitions organised and held on piste by a ski-school as part of their official course), freestyle skiing, ski-jumping, ski-flying, ski-acrobatics, ski-stunting, extreme skiing, extreme snowboarding, skeletoning and luge or any variations thereof
3. A. The *Company* shall not be liable for:
- i. the failure or any consequence of the failure of the *Legal Expenses Insurer* or their servants or agents to satisfy in all or in part their obligations under Section 17 – Legal Expenses
  - ii. any errors or omissions or any consequence thereof in the advice, service or assistance given by the *Legal Expenses Insurer* or their servants or agents in relation to the cover provided under Section 17 – Legal Expenses or the Free Legal Helpline
- B. The *Legal Expenses Insurer* and/or their servants and agents shall not be liable for:
- i. the failure or any consequence of the failure of the *Company* or their servants or agents to satisfy in all or in part their obligations under this policy

- ii. any errors or omissions or any consequence thereof in the advice, service or assistance given by the *Company* or their servants or agents in respect of the cover provided under any Section other than Section 17 – Legal Expenses
4. The *Company* shall not be liable for any claim caused by or arising from 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 Section 1 – Medical and Other Expenses – sub-sections 1 or 2 or Section 4 – Personal Accident
  5. The *Company* shall not be liable for any claims arising directly or indirectly for *Journeys* that:
    - A. if single trip cover is selected are expected to exceed 365 days duration where the *Insured Person* is aged under 71 years
    - B. if single trip cover is selected are expected to exceed 31 days duration where the *Insured Person* is aged 71 years or over
    - C. if annual multi trip cover is selected are expected to exceed 45 days duration (or 60 days duration if shown on the policy certificate as being applicable and the appropriate premium has been paid)

UNLESS declared to and accepted in writing by the *Company*.

## Details of Cover

### Section 1 – Medical and Other Expenses

#### 1. Journeys outside the United Kingdom

To pay:

- A. up to £10,000,000 in total in respect of:
  - i. medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only but limited to £400 in total), ambulance charges, cost of rescue services, 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 *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 *Operative Time of Cover*
  - ii. 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 *Operative Time of Cover* of the *Insured Person's Relative* or *Close Business Colleague*
- B. the reasonable charges in the event of death occurring during the *Operative Time of Cover* of:
  - i. burial or cremation of the *Insured Person* in the locality where death occurs not exceeding £1,000 in total

or

  - ii. 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 the prior approval of the *Company*

PROVIDED THAT:

1. cover under this Sub-Section 1 shall apply only in respect of *Journeys* outside the *United Kingdom*
2. the amount payable shall not exceed the amounts stated or £10,000,000 in total 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 *Company* reserves the right to repatriate to the *United Kingdom* when in the opinion of the *Company's* 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. **PRIOR TO** any repatriation arrangements being made
  - c. 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 £40 per *Insured Person* (£80 per family) 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 the *Company* for such reduced medical expenses the excess will be reduced by the amount of such reduction or contribution up to a maximum reduction of £40 per Insured person (£80 per family).

#### **2. Journeys within the United Kingdom**

To pay up to:

- A. £250 in total in respect of **EMERGENCY** medical and treatment expenses (including the cost of **EMERGENCY** dental treatment for the immediate relief of pain only but limited to £100 in total) necessarily and reasonably incurred within 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 *Operative Time of Cover*
- B. £10,000 in total in respect of reasonable 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 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 *Operative Time of Cover*

- C. £1,000 in total in respect of reasonable 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 *Operative Time of Cover*
- D. £500 in total in respect of all 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 *Operative Time of Cover* of the *Insured Person's Relative* or *Close Business Colleague*

#### **PROVIDED THAT:**

1. cover under this Sub-Section 2 shall apply only in respect of *Journeys* solely within the *United Kingdom*
2. the amount payable shall not exceed the amounts stated or £10,000 in total 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

#### **Excess**

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim hereunder.

#### **Exclusions**

This insurance does not cover:

1. any claim arising out of a *Material Fact* which *you* have not declared to *us*
2. any claims arising if at the time of purchasing this insurance the *Insured Person*:
  - A. is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
  - B. has had a cancerous, cardio-vascular, cerebro-vascular, renal, psychiatric or mental condition
  - C. has had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months

- D. has been taking continuous medication and has had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated
- E. has any medical conditions for which the *Insured Person* is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
- F. is awaiting the results of any tests or investigations
- G. has been advised of a terminal prognosis

However the *Company* may agree in writing not to apply exclusions 1. or 2A. to G. or the *Company* may impose special terms if the *Insured Person* applies to the *Company* with details of the condition by calling the TMEI medical referral helpline on 0845 070 3593 and this insurance is suitably endorsed in writing

- 3. any claim if the *Insured Person* travels against medical advice
- 4. the following costs and expenses unless they have been authorised by the *Assistance Company*
  - A. inpatient, hospital, clinic or nursing home expenses
  - B. repatriation transportation or additional hotel or travel costs and expenses
  - C. burial or cremation costs outside the *United Kingdom*
  - D. charges levied for services rendered or treatment received in the *United Kingdom*
- 5. any elective medical or dental treatment or exploratory tests
- 6. dental work involving precious material
- 7. treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the *Insured Person* to the *United Kingdom*
- 8. medical, hospital or treatment expenses which the *Insured Person* knows at the time of departure on the *Journey* will be required or required to be continued during the course of such *Journey*
- 9. charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.

#### Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the *Journey* the *Insured Person* is first diagnosed as having a medical condition, the *Insured Person* must give details of the condition by calling the TMEI medical referral helpline on 0845 070 3593. The *Company* reserve the right to impose special terms in the light of any such details disclosed.

## Section 2 – UK Hospital Transfer and Additional Costs and Expenses

### 1. Hospital Transfer Expenses

If during the *Operative Time of Cover* the *Insured Person* sustains accidental bodily injury or suffers the onset of illness which during the *Operative Time of Cover* results in him/her being:

- A. repatriated to the *United Kingdom* by the *Assistance Company* and admitted as an inpatient or

- B. 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* the *Company* will at the request of the *Insured Person* pay up to £5,000 in total in respect of:

- i. costs reasonably and necessarily incurred on behalf of the *Company* by 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 the *Company's* 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
- 4. the *Company* shall not be liable for the cost of:
  - a. 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

b. transferring the *Insured Person* more than once in respect of any one occurrence of bodily injury or illness

- ii. all costs reasonably and necessarily incurred by the *Assistance Company* in returning:
1. the *Insured Person's* personal baggage
  2. if applicable – the private motor vehicle driven by the *Insured Person* on the *Journey* 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

If during the *Operative Time of Cover* 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 *Journey* during which such accidental bodily injury or illness occurred the *Company* will at the request of the *Insured Person* pay up to £2,500 in total in respect of all costs reasonably and necessarily incurred:

- A. 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)
- B. by the *Assistance Company* to return:
- i. the *Insured Person*
  - ii. the *Insured Person's* personal baggage
  - iii. if applicable – the private motor vehicle driven by the *Insured Person* on the *Journey* 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

If during the *Operative Time of Cover* 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 the *Company* will pay up to:

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

### Conditions

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.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim hereunder.

### Exclusions

This insurance does not cover:

1. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the *Assistance Company*
2. costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
3. all costs recoverable under Section 1 – Medical and Other Expenses.

### Section 3 – Cancellation or Curtailment

To pay up to £5,000 in total in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured Person** for the **Journey** in respect of travel and accommodation booked prior to the scheduled date of departure of such **Journey** and incurred as a result of the necessary and unavoidable cancellation or **Curtailment** of such **Journey** during the **Operative Time of Cover** due to:

1. the death, serious injury or serious illness occurring or manifesting itself during the **Operative Time of Cover** of the:
  - A. **Insured Person** or
  - B. person with whom the **Insured Person** is travelling or had arranged to stay or
  - C. **Relative** or **Close Business Colleague** of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay
2. the **Insured Person** or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the **Operative Time of Cover**
3. the **Insured Person's** home within the **United Kingdom** or the home within the **United Kingdom** of any person with whom the **Insured Person** is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date
4. the presence of the **Insured Person** or travelling companion being required by the police following burglary at his/her home or normal place of business in the **United Kingdom**

**PROVIDED THAT** at the time of effecting this insurance or booking the **Journey** the **Insured Person** was not aware of any reason why such **Journey** may have to be cancelled or curtailed.

#### Conditions

1. Notification:
  - A. Cancellation – notification of cancellation of the **Journey** must be given:
    - i. verbally or in writing to the **Claims Handler**
    - ii. in writing to the tour operator or travel agent (or in respect of **Journeys** not arranged via a tour operator or travel agent – to the accommodation and transport providers)

IMMEDIATELY the circumstances giving rise to the claim occur

- B. **Curtailment** – Notification of **Curtailment** of the **Journey** must be given to the **Assistance Company** PRIOR TO the **Insured Person** arranging to return from the **Journey**
  2. the **Company** will have the option to replace any incentive gift or promotional vouchers or points that form the subject of a claim under this Section with alternative gift or promotional vouchers or to pay for an equivalent replacement for the unused proportion of travel or accommodation or pay the cash equivalent thereof.

#### Excess

This insurance does not cover the first £40 per **Insured Person** (£80 per family) (reduced to £15 in respect of loss of deposit per **Insured Person** or £45 per family) in respect of each separate incident giving rise to a claim hereunder.

#### Exclusions

This insurance does not cover:

1. any claim arising out of a **Material Fact** which **you** have not declared to **us**
2. any claim arising if at the time of purchasing this insurance the **Insured Person** or a travelling companion:
  - A. is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
  - B. has had a cancerous, cardio-vascular, cerebro-vascular, renal, respiratory, psychiatric or mental condition
  - C. has had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months
  - D. has been taking continuous medication and has had any change in medication or increase in dosage in the previous 12 months resulting from a deterioration in the condition being treated
  - E. has any medical condition for which the **Insured Person** or a travelling companion is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
  - F. is awaiting the results of any tests or investigations or is aware of any medical condition of any **Relative** or **Close Business Colleague** whether travelling with the **Insured Person** or not on whose state of health the **Insured Person's** decision to curtail the journey may depend
  - G. has been advised of a terminal prognosis

However the **Company** may agree in writing not to apply exclusions 1. or 2A. to G. or the **Company** may impose special terms if the **Insured Person** applies to

the *Company* with details of the condition by calling the TMEI medical referral helpline on 0845 070 3593 and this insurance is suitably endorsed in writing.

3. The *Company* shall not be liable for more than:
  - A. £5,000 or the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid (whichever is less)
  - B. in respect of *Curtailment* claims only – the proportionate part of the total contracted *Journey* cost for each day of the journey foregone up to a maximum of £5,000.
4. Cover under this Section shall not apply in respect of:
  - A. death, injury or illness of any persons not specifically mentioned under sub-section 1 A, B or C of this section
  - B. *Curtailment* not notified to and authorised by the *Assistance Company*
  - C. the disinclination to travel of the *Insured Person* or any person with whom he/she is travelling

#### Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the *Journey*.

1. the *Insured Person* or
2. person with whom the *Insured Person* is travelling or had arranged to stay or
3. *Relative* or *Close Business Colleague* of the *Insured Person* or of the person with whom the *Insured Person* is travelling or had arranged to stay

is first diagnosed as having a medical condition, the *Insured Person* must give details of the condition by calling the TMEI medical referral helpline on 0845 070 3593. The *Company* reserve the right to impose special terms in the light of any such details disclosed.

#### Section 4 – Personal Accident

To pay to the *Insured Person* the applicable under-mentioned benefit if during the *Operative Time of Cover* the *Insured Person* sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the *Insured Person*.

#### Benefit

1. Death – £25,000
2. Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) – £25,000
3. Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
  - A. in both eyes when the *Insured Person's* name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – £25,000
  - B. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the *Company* is satisfied that the condition is permanent and without expectation of recovery – £25,000
4. Permanent Total Disablement – meaning total and permanent disablement which prevents the *Insured Person* from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the *Company's* satisfaction to be beyond the hope of improvement – £25,000

#### Conditions

1. The *Company* shall not pay more than one benefit in connection with the same accident.
2. In respect of any *Insured Person* under the age of 16 years at the time of bodily injury Benefit 1 Death – will be limited to £1,000.

## Section 5 – Personal Baggage

This section only applies if shown on *your* policy certificate as being included. To pay up to £2,000 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to baggage (including clothing and personal effects, property worn or carried on the *Insured Person*, trunks, suitcases and like receptacles, pushchairs and hand propelled wheelchairs all being the property of the *Insured Person* or wheelchairs being the property or responsibility of the *Insured Person* taken, sent in advance or purchased whilst on the *Journey*) occurring during the *Operative Time of Cover*

### PROVIDED THAT:

- A. any loss of or damage to baggage occurring in transit is reported **IMMEDIATELY** on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
- B. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them
- when not being worn or carried by the *Insured Person* items of jewellery must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the *Insured Person*
- the *Company* shall not be liable for more than:
  - £400 any one article, pair or set irrespective of single or joint ownership
  - £400 in total in respect of loss of or damage to *Valuables*
  - the proportionate value of that part of any pair or set that is lost or damaged
- the *Company* will have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim hereunder.

### Exclusions

See Exclusions applicable to Sections 5, 6 and 7 (on page 18).

## Section 6 – Personal Money

This section only applies if shown on *your* policy certificate as being included. To pay:

- up to £500 in total in respect of accidental loss of personal *Money* owned solely by the *Insured Person* occurring during the *Operative Time of Cover*
- up to £100 in total in respect of fraudulent use of the *Insured Person's* own personal credit card(s) occurring during the *Operative Time of Cover*

### PROVIDED THAT:

- when not being carried by the *Insured Person Money* and credit cards must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the *Insured Person*
- all losses are reported to the police and a written report obtained from them within 24 hours of discovery and in respect of loss of travellers cheques and/or credit cards such loss is also reported to the appropriate issuing authority within 24 hours of discovery
- loss of pounds sterling currency is limited to the amount permitted by currency regulations in force at the date of the *Journey* but not exceeding the above limit.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim.

### Exclusions

See Exclusions applicable to Sections 5, 6 and 7 (on page 18).

## Section 7 – Loss of Passport

To pay up to £500 in total in respect of replacement cost of passport plus reasonable additional accommodation and travel expenses incurred only by the *Insured Person* as a result of the loss of his/her passport occurring whilst outside the *United Kingdom* during the *Operative Time of Cover*

### PROVIDED THAT:

- upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the *Insured Person's* nearest Embassy and a written report of the loss obtained from them
- when not being carried by the *Insured Person* the passport must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the *Insured Person*.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim.

### Exclusions Applicable to Sections 5, 6 and 7

This insurance does not cover:

1. loss, damage, theft or attempt thereof:
  - A. **Money**, credit cards, passport or personal baggage left unattended in the open or any public place
  - B. the **Insured Person's Valuables, Money**, credit cards or passport from any **Unattended Vehicle** or from personal baggage unless carried by hand and under the personal supervision of the **Insured Person**
  - C. personal baggage from any **Unattended Vehicle**:
    - i. between the hours of 8pm and 9am local time
    - ii. at any other time unless:
      - a. the vehicle has been secured from unauthorised entry and
      - b. the personal baggage has been hidden from view and
      - c. there is evidence of violent and forcible entry to or exit from the vehicle
  - D. personal baggage from any roof rack, external rack or container
2. loss or damage caused by or arising from:
  - A. delay, confiscation or detention by Customs or other officials or authorities
  - B. fraud or deception
3. loss of or damage to:
  - A. stamps, documents, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories), antiques or mobile telephones
  - B. sports equipment whilst in use
  - C. business goods, samples or tools
4. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
5. shortages due to error, omission or depreciation in value
6. damage to brittle articles (including teeth or dentures).

### Section 8 – Personal Liability

The **Company** will indemnify the **Insured Person** against Legal Liability for **Damages** (and claimant's costs and expenses) and **Defence Costs** in respect of:

1. accidental bodily injury to or death, disease or illness of any person
2. accidental physical loss of or damage to material property caused by the **Insured Person**

occurring during the **Operative Time of Cover**

PROVIDED THAT:

1. the **Insured Person**:
  - A. forwards to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
  - B. notifies the **Claims Handler** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any such accident
2. no admission, offer, promise, payment or indemnity is made or given by or on behalf of the **Insured Person** without the written consent of the **Company**.

In the event of the death of the **Insured Person** the **Company** will indemnify the legal personal representatives of the **Insured Person** as though they were the **Insured Person** but only in respect of liability incurred by the **Insured Person**.

### Limit of Indemnity

The liability of the **Company** under this Section for **Damages** and claimant's costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed £2,000,000 in total.

### Excess

This insurance does not cover the first £40 per **Insured Person** in respect of loss of or damage to material property.

### Exclusions

This insurance does not cover:

1. accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the **Insured Person** arising out of and in the course of such contract of service or apprenticeship
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the **Insured Person** or any member of the **Insured Person's** family other than temporary accommodation

3. liability arising directly or indirectly by, through or in connection with the:
  - A. ownership of any premises, land or building
  - B. ownership, possession, control or use by or on behalf of the *Insured Person* of any:
    - i. mechanically propelled vehicle or motorised vehicle, aircraft or other aerial or aerospace device, hovercraft or watercraft (other than the use [but not ownership] on inland waterways of pontoons hand propelled watercraft or watercraft less than five metres long powered by sail or an unmodified outboard engine rated by the original manufacturer at not more than 10hp)
    - ii. firearm
    - iii. animal
4. liability arising directly or indirectly from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
5. liability which attaches to the *Insured Person* by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
6. punitive, exemplary or any multiple of compensatory damages
7. liability arising out of or in connection with the *Insured Person's* business, profession or employment.

### **Section 9 – Contingent Liability (Jet Bikes, Jet Skis)**

Notwithstanding Exclusion 3B.i of Section 8 – Personal Liability the *Company* will indemnify the *Insured Person* within the terms of Section 8 – Personal Liability in respect of Legal Liability arising from the use by the *Insured Person* of any:

1. jet bike or jet ski not owned by him/her on inland waterways or coastal waters
2. snowmobile or ski-doo not owned by him/her in circumstances where compulsory insurance or security is not required under any Road Traffic Act or similar legislation (if the wintersports extension is stated in the policy certificate as being included)

#### **PROVIDED THAT:**

1. there is no other insurance in force covering the same legal liability
2. no other insurance is available to the *Insured Person* at the time of hiring or borrowing such watercraft/vehicle to cover the *Insured Person's* legal liability arising out of its use
3. the *Insured Person* is using such watercraft/vehicle with the permission of and in accordance with any instructions given by the owner or hirer or person loaning it to him/her
4. the *Company* shall not be liable for loss of or damage to such watercraft/vehicle

and subject otherwise to the terms, conditions, provisions, limitations and exclusions of this policy.

### **Section 10 – Delayed Baggage**

To pay up to £400 in total for the emergency purchase of essential items of clothing and personal requisites if during the *Operative Time of Cover* the *Insured Person* is deprived of his/her personal baggage taken on the *Journey* for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the *Journey* due to delay or misdirection by the carrier (e.g. airline) such payment being made at the rate of £100 for the first full 12 hour period plus £100 for the next full 12 hours and an additional £200 if the period reaches or exceeds 48 consecutive hours

#### **PROVIDED THAT:**

1. the non-arrival of the *Insured Person's* personal baggage is reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the *Insured Person* submits to the *Company* receipts for all items purchased together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

## Section 11 – Travel Delay

To pay up to the limits shown below in total in the event that strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown results in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the *Insured Person* is booked to travel during the *Operative Time of Cover* on any leg of the *Journey*.

### 1. Compensation

The *Company* will pay the *Insured Person* £50 for the first 12 hours delay in any single leg of the *Journey* plus £25 for each subsequent period of 12 hours delay in the same leg of the *Journey* and £25 for each period of 12 hours delay on any subsequent leg of the *Journey* subject to an overall maximum payment of £400 for all legs of the *Journey*.

### 2. Cancellation

If after 24 hours delay in departure on the initial outward leg of the *Journey* the *Insured Person* wishes to cancel his/her *Journey* the *Company* will reimburse the irrecoverable loss of deposits, instalments and balances paid or contracted to be paid of such *Journey* in respect of travel and accommodation up to but not exceeding £5,000 in total

#### PROVIDED THAT:

1. the *Insured Person* checks in at the coach terminal, rail terminal, port or airport according to the itinerary and obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the *Journey* or commencement of the *Period of Insurance* (whichever is the later)
3. in respect of sub-section 2 Cancellation – if any part of the *Journey* has been booked using incentive, gift or promotional vouchers or points the *Company* will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof.

### Exclusions

See Exclusions applicable to Sections 11 and 12 (on page 21).

## Section 12 – Missed Departure

To reimburse the *Insured Person* up to £1,000 (or 100% of the final invoiced cost of the *Journey* whichever is less) in respect of reasonable additional and otherwise irrecoverable travel expenses which the *Insured Person* necessarily and reasonably incurs during the *Operative Time of Cover* to purchase a ticket for an alternative *Journey* to reach his/her overseas destination or return from his/her overseas destination to his/her home or place of business within the *United Kingdom* from such overseas destination as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the *Period of Insurance* and causing interruption of scheduled public transport services **PROVIDED THAT** no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the *Journey* or commencement of the *Period of Insurance* (whichever is the later)
2. accident or mechanical failure of the private motor vehicle in which the *Insured Person* is travelling **PROVIDED THAT** the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
3. abnormal and unforeseeable traffic congestion which the *Insured Person* can prove resulted in an increase of more than 3 hours in the time that such *Journey* would normally take

occurring during the *Operative Time of Cover* and which causes the *Insured Person* to arrive at the coach terminal rail terminal port or airport too late to board the coach, train, sea vessel or aircraft upon which he/she had been booked to travel on his/her:

1. final international departure on the outbound *Journey* from the *United Kingdom*
2. final international departure on the return *Journey* to the *United Kingdom*.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim.

### Exclusions applicable to Sections 11 and 12

This insurance does not cover claims arising if the *Insured Person* fails to:

1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport according to the official itinerary supplied
2. check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and/or obtain:
  - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
  - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the *Insured Person* was travelling

### Section 13 – Hospitalisation/ Unprovoked Assault/Hijack and Kidnap Benefit

To pay to the *Insured Person* £50 for each full period of 24 hours during the *Operative Time of Cover* that he/she:

1. spends in hospital as an inpatient or is confined to his/her room on the orders of a qualified medical practitioner as a result of physical medical incapacity (other than over exposure to the natural elements)

#### PROVIDED THAT:

- A. the *Company* has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a qualified medical practitioner or treatment received from a qualified medical practitioner or would have accepted liability for such costs had they been incurred outside of the *United Kingdom* or were it not for the Excess under that Section of this policy
- B. the *Insured Person* provides the *Company* within 30 days of returning from the *Journey* with a medical certificate confirming the period he/she was hospitalised or confined to his/her room and the cause of such hospitalisation or confinement

In the event that the *Insured Person* is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to him/her this benefit will be doubled PROVIDED THAT the *Insured Person* reports the matter to the police IMMEDIATELY he/she is able to do so and provides the *Company* within 30 days of returning from the *Journey* with a police report confirming such

2. is unlawfully detained against his/her will (whether hijacked, kidnapped or otherwise) by any person or persons not known to him/her PROVIDED THAT the *Insured Person* reports the matter to the police

IMMEDIATELY upon his/her release and provides the *Company* within 30 days of returning from the *Journey* with a police report confirming the he/she was unlawfully detained and the dates of such detention

and subject to a maximum overall benefit of £1,000 (proportionately increased in respect of any successful claim under benefit 1 above due to malicious and unprovoked assault by any person or persons not known to the *Insured Person* subject to an overall maximum benefit of £2,000).

### Section 14 – Catastrophe

To pay the *Insured Person* £50 for each full period of 24 hours up to a maximum of £500 in total in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by the *Insured Person* as a result of being forced to move from the accommodation booked in advance for the *Journey* following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the *Operative Time of Cover*.

### Section 15 – Loss of Pet Documentation

To pay up to £500 in total in respect of replacement costs and reasonable additional accommodation, quarantine, storage and travel expenses incurred by the *Insured Person* as a direct result of the loss of pet travel documentation in respect of any pet covered by such scheme owned by the *Insured Person* and which had accompanied him/her on the *Journey* and occurring whilst the *Insured Person* is outside the *United Kingdom* during the *Operative Time of Cover*

#### PROVIDED THAT:

1. upon discovery immediate notification shall be given to the carrier and if necessary the appropriate issuing authorities and all reasonable steps taken to obtain duplicate copies without undue delay
2. when not being carried by the *Insured Person* all pet travel documentation is kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the *Insured Person*
3. no claim shall be payable unless the *Insured Person* can provide proof that as at the intended date of return to the *United Kingdom* had the pet travel scheme documentation not been lost it would have been valid, complete and would in the ordinary course of events have enabled the applicable pet to enter and stay within the *United Kingdom* without additional quarantine or restriction.

### Excess

This insurance does not cover the first £40 per *Insured Person* in respect of each separate incident giving rise to a claim.

## Exclusions

This insurance does not cover:

1. theft or attempt thereof of pet travel scheme documentation:
  - a. left unattended in the open or any public space
  - b. from any **Unattended Vehicle** or from personal baggage unless carried by hand and under the personal supervision of the **Insured Person**
2. any claim caused by or arising from:
  - a. loss of pet travel scheme documentation that would not (had it not been lost) have been complete and valid as at the **Insured Person's** intended date of return to the **United Kingdom**
  - b. delay, confiscation or detention by Customs or other officials or authorities other than as a direct result of the loss of valid pet travel scheme documentation
  - c. fraud or deception.

## Section 16 – Seat Bumping

To pay the **Insured Person** £200 in total in the event that he/she is unable to travel on any publicly licensed scheduled flight upon which he/she has reserved a seat and was due to fly during the **Operative Time of Cover** on any leg of the **Journey** solely as a result of such seat being unavailable due to overbooking by the airline or carrier

PROVIDED THAT:

1. the **Insured Person** obtain a signed statement from the carrier or airline confirming that he/she is not travelling on the flight and on the seat reserved solely as a result of the seat being unavailable due to overbooking by such airline or carrier
2. the **Insured Person** has complied with the carrier's:
  - a. terms of carriage
  - b. minimum connecting and/or check in times or if not published allowed a minimum of three hours for international flights and one and a half hours for domestic flights
3. the amount the **Company** will pay will be reduced by any amount of compensation or payment made to the **Insured Person** by the airline or carrier in respect of the same event.

## Exclusions

This insurance does not cover:

1. any claim arising as a result of the **Insured Person** voluntarily giving up his/her seat on the flight
2. any claims arising where the **Insured Person** has failed to:
  - a. take all reasonable steps to comply with the carrier's terms of carriage
  - b. allow sufficient time to arrive at the airport with reasonable expectation of meeting the carrier's scheduled check in time.

## Section 17 – Legal Expenses

Important – cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS)

DAS agree to provide the insurance in this section as long as:

1. the **Date of Occurrence** of the **Insured Incident** is during the **Operative Time of cover**, and
2. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to; and
3. for civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

**DAS** will help in appealing or defending an appeal as long as the **Insured Person** informs **DAS** within the time limits allowed that they want to appeal. Before **DAS** pay the **Legal Costs** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

**DAS** will pay the **Costs and Expenses** charged by a **Representative** appointed by **DAS**.

The most **DAS** will pay for all claims resulting from one or more events arising at the same time or from the same cause is £50,000.

### Definitions applicable to this section

#### **Insured Person**

Each person stated on the policy certificate as being insured.

#### **Representative**

The lawyer or other suitably qualified person, who has been appointed by **DAS** to act for an **Insured Person** in accordance with the terms of this section.

#### **Date of Occurrence**

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the **Date of Occurrence** is the date of the first of these events.

#### **Costs and Expenses**

All reasonable and necessary costs chargeable by the **Representative** on a standard basis. **DAS** will also pay the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **DAS's** agreement.

#### **Insured Incident**

**DAS** will negotiate for an **Insured Person's** legal rights in a claim against a party who causes the death of or bodily injury to, the **Insured Person**.

## Exclusions

*DAS* shall not be liable for:

1. a claim reported to *DAS* more than 180 days after the *Insured Person* should have known about the *Insured Incident*
2. an incident or matter arising before the start of this cover
3. *Costs and Expenses* incurred before *DAS's* written acceptance of a claim
4. any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
5. defending an *Insured Person's* legal rights, but defending a counter-claim is covered
6. fines, penalties, compensation or damages which an *Insured Person* is ordered to pay by a court or other authority
7. an *Insured Incident* intentionally brought about by an *Insured Person*
8. a legal action that an *Insured Person* takes which *DAS* or the *Representative* have not agreed to or where the *Insured Person* does anything that hinders *DAS* or the *Representative*
9. a claim relating to an *Insured Person's* alleged dishonesty or alleged violent behaviour
10. a claim relating to written or verbal remarks which damage an *Insured Person's* reputation
11. a dispute with *DAS* not otherwise dealt with under Condition 7
12. a claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date
13. apart from *DAS* the *Insured Person* is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
14. an application for judicial review
15. any *Costs and Expenses* that are incurred where the *Representative* handles the claim under a contingency fee arrangement
16. a claim against Tokio Marine Europe Insurance Limited or its agents
17. a claim against any insurance intermediary agent of Tokio Marine Europe Insurance Limited
18. a claim relating to Deep Vein Thrombosis or its symptoms that result from an *Insured Person* travelling by air.

## Conditions

An *Insured Person* must:

1. A. try to prevent anything happening that may cause a claim
  - B. take reasonable steps to keep any amount *DAS* have to pay as low as possible
  - C. send everything *DAS* ask for, in writing
  - D. give *DAS* full details of any claim as soon as possible and give *DAS* any information *DAS* need
  2. A. *DAS* can take over and conduct, in the name of an *Insured Person*, any claim or legal proceedings at any time. *DAS* can negotiate any claim on behalf of an *Insured Person*
  - B. the *Insured Person* is free to choose a *Representative* (by sending *DAS* a suitably qualified person's name and address) if:
    - i. *DAS* agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an *Insured Person* in those proceedings; or
    - ii. there is a conflict of interest
- DAS* may choose not to accept the *Insured Person's* choice, but only in exceptional circumstances. If there is a disagreement over the choice of *Representative* in these circumstances, the *Insured Person* may choose another suitably qualified person
- C. in all circumstances except those in 2B above, *DAS* are free to choose a *Representative*
  - D. any *Representative* will be appointed by *DAS* to represent an *Insured Person* according to *DAS* standard terms of appointment. The *Representative* must co-operate fully with *DAS* at all times
  - E. *DAS* will have direct contact with the *Representative*
  - F. an *Insured Person* must co-operate fully with *DAS* and the *Representative* and must keep *DAS* up to date with the progress of the claim
  - G. an *Insured Person* must give the *Representative* any instructions that *DAS* require
3. A. an *Insured Person* must tell *DAS* if anyone offers to settle the claim
  - B. if an *Insured Person* does not accept a reasonable offer to settle a claim, *DAS* may refuse to pay further *Costs and Expenses*
  - C. *DAS* may decide to pay an *Insured Person* the amount of damages that the *Insured Person* is claiming, or which is being claimed against them instead of starting or continuing legal proceedings

4. A. an *Insured Person* must tell the *Representative* to have *Costs and Expenses* taxed, assessed or audited, if *DAS* ask for this
- B. an *Insured Person* must take every step to recover *Costs and Expenses* that *DAS* have to pay and must pay *DAS* any *Costs and Expenses* that are recovered
5. if the *Representative* refuses to continue acting for an *Insured Person* or if an *Insured Person* dismisses a *Representative*, the cover *DAS* provide will end at once, unless *DAS* agree to appoint another *Representative*
6. if an *Insured Person* settles a claim or withdraws it without the agreement of *DAS*, or does not give suitable instructions to a *Representative*, the cover *DAS* provide will end at once and *DAS* will be entitled to reclaim any *Costs and Expenses* *DAS* have paid
7. if *DAS* and an *Insured Person* disagree about the choice of a *Representative*, or about the handling of a claim, *DAS* and the *Insured Person* can choose another suitably qualified person to decide the matter. *DAS* and the *Insured Person* must both agree to the choice of this person in writing. Failing this, *DAS* will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected
8. *DAS* may, at *DAS's* discretion, require the *Insured Person* to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the *Insured Person* and *DAS*, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *Insured Person* will recover damages (or obtain any other legal remedy that *DAS* have agreed to) or make a successful defence, *DAS* will pay the cost of obtaining the opinion
9. *DAS* will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist
10. this section will be governed by English law.

#### **Eurolaw Legal Advice**

In connection with a trip *DAS* will give an *Insured Person* confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

*DAS* will not accept responsibility if the Helpline Service fails for reasons *DAS* cannot control.

To contact the above service, phone *DAS* on +44 (0)117 934 2111. When phoning, please quote *your* policy number and reference: AMT.

#### **Leisure Holiday Activities Covered**

In respect of each *Insured Person* the following activities are covered as part of their leisure holiday during the *Period of Insurance*:

Abseiling, angling, aerial safaris, American football, archery (properly supervised), badminton, banana boating, baseball, basketball, beach games, bowls, clay pigeon shooting (under supervision), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing, fencing, fell running, fell walking, football (amateur), gliding, go karting, golf, gymnastics (non-competitive), hang gliding, high diving (from a purpose built diving board over a man made pool), hockey, hot air ballooning, horse riding (protective headgear to be worn, excluding jumping trials, hunting, show jumping and competitive riding), ice skating, ice hockey (on an indoor ice rink), jet skiing, marathon running, netball, paragliding, parasailing (towed by boat), parachuting, polo, pony trekking (protective headgear to be worn), river canoeing, kayaking and rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, rugby, safaris (provided that the *Insured Person* will not be using a firearm), sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastline), scuba diving up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), sand surfing, sand safaris, skating, skin diving, snorkelling, soccer, squash, surfing, swimming, table tennis, ten pin bowling, tennis, tug-of-war, underground activities (as part of an organised excursion or tour), volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

If Wintersports is shown in the policy certificate as being included then cover under this will also include: bobsleighting, cross country skiing (on recognised paths), curling, ice hockey (other than on an indoor ice rink), off piste skiing (in areas considered safe by the ski resort management), ski boarding, sledging, snowboarding, snow shoeing, snow skiing, and snow mobiling.

**There is no cover under Section 8 – Personal Liability for jet skiing, sailing and yachting or snow mobiling.**

## Optional Winter Sports Extension

The following Sections 18, 19, 20 and 21 only apply if wintersports extension is shown in *your* policy certificate as being included.

### Helpful Hints for your Winter Sports Journey

1. Whilst skiing is fun there are rules and regulations that apply and *you* can be prosecuted for behaving in a reckless or dangerous manner. *You* should read and understand International Ski Federation (FIS) rules before *you* ski.
2. If *you* are not skiing with an instructor or guide *you* should check that the area *you* wish to ski in is suitable for a skier of *your* level – obtain advice from the local ski school.

**NEVER SKI IN CLOSED AREAS – IT IS EXTREMELY DANGEROUS AND INSURANCE COVER MAY BE INVALIDATED.**

3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

### Section 18 – Ski Equipment

To pay up to £750 in total (after taking in to account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to *Ski Equipment* being the property or responsibility of the *Insured Person* occurring during the *Operative Time of Cover* PROVIDED THAT:

1. the *Company* shall not be liable for more than:
  - A. £300 in total in respect of *Ski Equipment* hired by or to the *Insured Person*
  - B. £500 in total in respect of any one article, pair or set irrespective of single or joint ownership
2. the *Company* shall have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

### Excess

This insurance does not cover the first £40 per *Insured Person* (£80 per family) in respect of each separate incident giving rise to a claim hereunder.

### Exclusions

This insurance does not cover:

1. Loss or damage caused by or arising from:
  - A. delay, confiscation or detention by Customs or other officials or authorities
  - B. fraud or deception.
2. Loss of or damage to sports equipment whilst in use.

3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
4. Shortages due to error, omission or depreciation in value.
5. This insurance does not cover:
  - A. theft or attempt thereof of *Ski Equipment* from any *Unattended Vehicle*:
    - i. between the hours of 8pm and 9am local time
    - ii. at any other time unless such vehicle has been secured from unauthorised entry and the *Ski Equipment* is:
      - a. hidden from view within the vehicle or
      - b. secured within a purpose-built lockable container fastened to the exterior of the vehicleand there is evidence that such theft involved violent and forcible means
  - B. theft or loss of *Ski Equipment* not reported to the local police within 24 hours and a written report obtained from them.

### Section 19 – Ski Equipment Hire Charges

To pay up to £400 in total in respect of the reasonable and necessary charges for the emergency hire of *Ski Equipment* if during the *Operative Time of Cover* the *Insured Person* is deprived of the *Ski Equipment* taken on the *Journey* for 12 hours or more from the time of arrival at the booked destination on the outward leg of the *Journey* due to delay or misdirection by the carrier (e.g. airline)

PROVIDED THAT:

1. the non-arrival of the *Insured Person's Ski Equipment* is reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the *Insured Person* submits to the *Company* the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

## Section 20 – Piste Closure

IMPORTANT this Section is only valid for *Journeys* between 15th November and 15th April

To pay up to £300 in total if during the *Operative Time of Cover* it is not possible for the *Insured Person* to ski in the resort to which he/she had pre-booked to travel and in which he/she had intended to ski due to the total closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche such payment being in respect of:

1. the cost of transfer to an alternative ski area up to a maximum of £20 per day for each full day that the *Insured Person* is unable to ski in such resort plus up to £20 per day for the purchase of a lift pass or if no alternative on piste skiing areas are available
2. compensation at the rate of £30 per day for each full day that the *Insured Person* is due to ski in such resort but is unable to do so as a result of such total closure of all on piste skiing facilities

up to the maximum stated above PROVIDED THAT the *Insured Person* provides the *Company* within 30 days of returning from the *Journey* with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

## Section 21 – Unused Ski Pack

To pay up to £500 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or *Ski Equipment* hire as a direct result of the *Insured Person* sustaining accidental bodily injury or suffering the onset of illness during the *Operative Time of Cover* which prevents him/her from using skiing facilities whilst certified medically unfit to do so

PROVIDED THAT the *Company* has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the *United Kingdom* or were it not for the Excess under that Section of this policy.

## How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy the *Insured Person* (or his/her legal or personal representatives) must in respect of any claim:

1. other than a claim under Section 17 – Legal Expenses, contact the *Claims Handler* as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the *Journey* if such circumstances arise during the *Journey*).  
Contact details:

Insurance Administration Services Limited,  
P.O. Box 9, Mansfield, Notts. NG19 7BL

Telephone: 0845 812 3441

giving brief details of the circumstances and requesting a claim form.

When contacting the *Claims Handler* please quote scheme reference number TMEI 001 and the Policy Number stated in the policy certificate. For Section 17 – Legal Expenses – please contact DAS Legal Expenses Insurer on +44(0)117 934 2111 stating the nature of *your* claim

2. complete and return the claim form together with all receipts, reports and evidence requested on the claim form.

All claims must be substantiated by receipts, valuations, medical, police or other report(s) as applicable.

Please note that in certain circumstances more immediate action is required to ensure that *your* claim is not prejudiced i.e.

1. **Cancellation Claims** – notification of cancellation of the *Journey* MUST be given:
  - A. verbally or in writing to the *Claims Handler*
  - B. in writing to the tour operator or travel agent or in respect of *Journeys* not arranged via a tour operator or travel agent to the accommodation and transport providers**IMMEDIATELY** the circumstances giving rise to the claim occur
2. **Curtailment Claims** – notification of *Curtailment* of the *Journey* MUST be given to the *Assistance Company* PRIOR TO departing to return home
3. **Delayed Baggage (and/or Ski Equipment Hire Charges** – if applicable) Claims – the non-arrival of the *Insured Person's* baggage (and/or *Ski Equipment* – if applicable) **MUST** be reported **IMMEDIATELY** to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them

4. **Medical Expenses Claims – the *Assistance Company* MUST BE NOTIFIED PRIOR TO:**

- A. the *Insured Person* being admitted as an inpatient at any hospital, clinic or nursing home
- B. any repatriation arrangements being made
- C. burial, cremation or transportation of the *Insured Person's* body
- D. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2

For assistance telephone: +44 (0)20 7902 7405  
or fax +44 (0)20 7928 4748 or  
email: [assistance@specialty-group.com](mailto:assistance@specialty-group.com)

When contacting the *Assistance Company* please advise them that *you* are insured under scheme reference TMEI 001 and quote the Policy Number stated in the policy certificate

5. **Missed Departure Claims – the *Insured Person* MUST check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain:**

- A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
- B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the *Insured Person* was travelling

6. ***Money* and/or *Valuables* Claims – all losses of *Money* and/or *Valuables* MUST be reported to the police within 24 hours of discovery and a written report obtained from them. Loss of travellers cheques and credit cards MUST be reported to the appropriate issuing authority within 24 hours of discovery**

7. **Passport Claims – loss of passport MUST be notified IMMEDIATELY on discovery to the nearest British Consulate (or if not holding a British passport to the *Insured Person's* nearest Embassy) and a written report of the loss obtained from them**

8. **Personal Baggage (and/or *Ski Equipment* – if applicable) Claims – loss or damage occurring in transit MUST be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them**

All other losses MUST be reported to the local police within 24 hours of discovery and a written report obtained from them

9. **Personal Liability Claims –**

**DO NOT**

admit liability or offer or promise any payment or indemnity

**DO**

- A. forward to the *Claims Handler* IMMEDIATELY upon receipt every letter, claim, writ, summons or process
- B. notify the *Claims Handler* in writing IMMEDIATELY *you* have knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any accident that may result in a claim

10. **Piste Closure Claims (if applicable) – *you* MUST provide the *Company* within 30 days of returning from the *Journey* with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities**

11. **Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims – *you* MUST provide the *Company* within 30 days of returning from the *Journey* with the appropriate medical certificate/police report/written evidence**

12. **Travel Delay Claims – the *Insured Person* MUST check in at the international coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the *Insured Person* was booked to travel and the reason for such delay.**

PLEASE REFER to the appropriate section for full details.

*You* must also:

Give all information and assistance that the *Insurers* may require

Comply with all reasonable deadlines set by the *Insurers*

Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance

FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM.

Founded in 1879, Tokio Marine & Nichido is recognised as Japan's oldest and largest property, casualty and marine insurer.

Tokio Marine has an international network of worldwide offices situated across Europe, the Americas, the Middle East, Asia and Oceania. Tokio Marine Europe Insurance Limited is the European arm of the group, with offices located in the UK, France, Spain, Belgium, The Netherlands, Germany and Italy.

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- Over 100 years of providing superior insurance solutions
- Premium income of over \$19 billion
- Offices in over 40 countries
- Over 24,000 staff

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