

SINGLE TRIP TRAVEL INSURANCE

Contract No. 309HFH12

Document No.



GLOBAL TRAVEL INSURANCE

A1 Yeoman Gate, Yeoman Way, Worthing, BN13 3QZ.

Tel 01903 267432 Fax 01903 268946 Email info@globaltravelinsurance.co.uk

This is Your Insurance Document



This policy is a CONTRACT OF INSURANCE arranged for the Travel Firm **HF Holidays Ltd** who are an Appointed Representative of Global Travel Insurance Services Ltd who are authorised and regulated by the Financial Services Authority and whose status can be checked on the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Please contact Global Travel Insurance Services Ltd if **You** have any queries regarding the cover provided by this insurance.

This document contains details of the cover, conditions and exclusions relating to each **Insured Person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a booking confirmation by **HF Holidays Ltd** upon which the premium paid is stated and is valid in respect of departures up to **31/12/2012**.

In return for having accepted **Your** premium **We** will in the event of injury, death, illness, disease, loss, theft, damage, legal liability or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy. This insurance is not transferable.

This policy is underwritten by ETI International Travel Protection (ETI) the UK branch of Europäische Reiseversicherung A.G. Munich, an ERGO group Company, incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. ETI is licensed by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and approved by the Financial Services Authority to undertake insurance business in the UK.

Financial Services Compensation Scheme (FSCS) ETI International Travel Protection are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.

CANCELLATION RIGHTS

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to Global Travel Insurance Services Ltd during the cancellation period and returning the insurance documents with a copy of **Your** booking confirmation issued by the Travel Company. Any premium already paid will be refunded to **You** providing **You** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to Global Travel Insurance Services Ltd. If **You** cancel after the cancellation period no premium refund will be made. **We** reserve the right to cancel the policy by providing 21 days notice by registered post to **Your** last known address. No refund of premium will be made.

Non Payment Of Premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

SPECIAL CONDITIONS

There is no requirement for **You** to disclose any pre existing health conditions. In place of a "health screening system" for travel elsewhere **We** have introduced for all Insured Persons the following conditions. **You** must also refer to the Exclusions in Sections 1, 2 and 3.

1. No **Trip** is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. If **Your** health changes after the date of issue of **Your** policy **You** must contact **Us** to make sure that **Your** cover is not affected..
3. If **You** have a medical condition, **You** must obtain at least verbal confirmation from **Your** usual **General Medical Practitioner** that there is no reason why **You** should not travel.
4. SPECIALTY ASSISTANCE must be advised immediately in the event of (a) **Your** hospitalisation or (b) **Your** intended repatriation for medical reasons or (c) the need to return earlier than the original booked return date when the cause of such return may be insured under Section 1 (b) Curtailment of the policy or (d) if out-patient treatment appears likely to cost more than £500 or (e) if **Your** return is delayed due to medical reasons or **Your** inability to return **Home** as planned due to medical reasons occurring during the **Trip**.
5. If, prior to the date of booking of any **Trip**, **You** (or any person upon whose health the **Trip** depends) already suffer from or have a history of any medical condition and have to make a claim under Sections 1 or 3 for the same general condition, the standard level of policy excess shown under Section 1 is doubled and under Section 3 is increased to £500 if **You** are aged up to 65 years and to £1,000 if **You** are aged 66 to 75 years and up to £1,500 if **You** are aged 76 to 90 years.

WHAT TO DO IN A MEDICAL EMERGENCY

If **You** require medical treatment in an EU Member country or any other with a reciprocal agreement with the United Kingdom **You** must ensure that the treatment is provided by a hospital or medical facility operating within the terms of the agreement. In the event of serious illness or injury occurring whilst overseas requiring treatment as an in patient, contact SPECIALTY ASSISTANCE as soon as possible as failure to do so may result in **Our** inability to accept a claim. An experienced assistance coordinator will be on hand to offer help and advice 24 hours a day.

Telephone SPECIALTY ASSISTANCE on - + 44 207 902 7405

SPECIALTY ASSISTANCE shall be solely responsible for all decisions on the most suitable, practical and reasonable solution to any medical problem. Please have **Your** policy document available when **You** call. This service should not be used for casual enquiries.

It is a condition of this Insurance that SPECIALTY ASSISTANCE MUST be notified immediately of any illness or injury which necessitates admittance to hospital abroad as an in-patient, or out-patient if costs are likely to exceed £500, or before any arrangements are made for repatriation. SPECIALTY ASSISTANCE must also be notified if Your return is delayed due to medical reasons, failure to do so will prejudice Your claim.

MAKING A CLAIM

In the event of a claim **You** must give written notice as soon as practicable (see General Condition 1). Make sure that **You** have read **Your** policy in full and understand what **We** will and will not pay for under each Section. If **You** feel that **You** have a valid claim under **Your** travel insurance, **You** must ask **Us** for a claim form and tell **Us** under which Section of the policy **You** think that the claim can be made. **You** may do this in writing, by telephone or email – **Our** contact details are clearly stated below. **We** will then be able to supply **You** with the appropriate form. In respect of Legal Costs & Expenses, please contact DAS Legal Expenses Insurance Company Ltd, Quayside, Temple Back, Bristol, BS1 6NF. Tel 0117 934 2000 Fax 0117 934 2109.

Towergate Chase Parkinson, P O Box 416, West Byfleet, Surrey KT14 7LF

Tel 0844 892 1697 Fax 0844 892 1699 Email chaseparkinson@towergate.co.uk

DO NOT FORWARD ANY DOCUMENTS UNTIL YOU SUBMIT THE COMPLETED CLAIM FORM

COMPLAINTS PROCEDURE

If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

When you contact us : Please give **Us** **Your** name and a contact telephone number. Please quote **Your** policy and/or claim number, and the type of policy **You** hold. Please explain clearly and concisely the reason for **Your** complaint.

Initiating your complaint : Any enquiry or complaint **You** have regarding **Your** claim notified under **Your** policy, may be addressed to: **The Managing Director, Towergate Chase Parkinson, P.O. Box 416, West Byfleet, Surrey KT14 7YE.**

Should the matter not be resolved to **Your** satisfaction then please write directly to the Managing Director : ETI - International Travel Protection, Albany House, 14 Bishopric, Horsham, West Sussex RH12 1QN

If **You** wish to complain under the Legal Costs and Expenses section, please forward details of **your** complaint to: The Managing Director, DAS Legal Expenses Insurance Company Ltd. DAS House, Quayside, Temple Back, Bristol BS1 6NH

If **We** have given **You** **Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** complaints procedure has been exhausted. The Ombudsman can be contacted at: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: (0845) 080 1800 Fax: (020) 7964 1001. This procedure will not affect **Your** rights in law.

DEFINITIONS

Wherever the following words and phrases appear in the policy they will always have these meanings:

We/Our/Us – ETI International Travel Protection (in the Legal Costs and Expenses section We/Our/Us refers to DAS Legal Expenses Insurance Company Ltd).

Insured Person/You/Your/Yourself - Each person up to the age of 90 years for whom an insurance premium has been paid and is named on the booking confirmation issued by the Travel Company named above.

Business Associate - Any person whose absence from the business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

Close Relative - The husband, wife, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, fiancé(e) or partner.

Home - **Your** normal place of residence in the United Kingdom, Channel Islands or Isle of Man.

Medical Practitioner - A registered practicing member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

Period of Insurance - Under Section 1a Cancellation, insurance is effective from the date of issue of the policy and terminates on commencement of the planned **Trip**. In respect of Curtailment and all other Sections insurance commences when **You** leave **Your Home** or place of business (whichever is the later) to commence the **Trip** until the time of return to **Your Home** or place of business (whichever is the earlier) on completion of the **Trip**. In any event not to commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return to

the United Kingdom. Cover is only available for the whole duration of the pre-booked single round **Trip**. Cover cannot be effected once a **Trip** has commenced. If due to unforeseen reasons beyond **Your** control the **Trip** cannot be completed within the **Period of Insurance**, cover will be extended for up to a maximum of 30 days at no extra cost. Application must be made to **Us** for any other extension. Such extension will become effective only upon acceptance by **Us** and the receipt of the appropriate additional premium. In the event of Curtailment by early return **Home**, all cover will cease on **Your** arrival in the United Kingdom.

Terrorism - an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trip - any holiday, business or pleasure trip or journey of up to 90 days duration in the UK or Europe made by **You** which begins and ends in the United Kingdom during the **Period of Insurance** but excluding one way trips or journeys.

Valuables - Jewellery, furs, watches, articles made of or containing precious metals or stones, hearing aids, sports or leisure equipment, musical instruments, binoculars, electronic games, portable satellite navigation systems, audio, video, photographic equipment including any ancillary equipment or accessories all owned by **You**.

SECTION 1 - CANCELLATION & CURTAILMENT

Limit £3,000 each Insured Person

We will reimburse **You** in respect of:

(a) irrecoverable deposits or charges paid in advance or contracted to be paid for travel and accommodation not used by **You**, as a direct result of the **Trip** being necessarily and unavoidably cancelled owing to:

(1) **Your** death, injury or illness or that of **Your** spouse/partner.

(2) the death, serious injury or serious illness of

(i) any **Close Relative** of **You** or

(ii) a **Business Associate** of **You** or

(iii) a person with whom **You** had planned to travel or

(iv) any person with whom **You** had arranged temporarily to reside with during **Your Trip**.

(3) **You** or any person with whom **You** had planned to travel being subject to jury service, attendance as a witness at a Court of Law (other than in the line of duty), compulsory quarantine, or being made redundant (provided that **You** or that person is under 65 and has been employed on a continuous full time basis with the same employer for at least two years and at the time of booking **Your Trip** or purchasing this policy whichever is later there was no reason to believe that anyone would be made redundant)

(4) fire, theft, storm or flood occurring at **Your Home**, when **You** are requested to remain by the Fire/Police Authorities

all occurring after the insurance has been effected and before the commencement of the **Trip**.

Conditions

1. If **You** cancel the **Trip** due to:

a. stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from **You** must provide a medical certificate from a consultant specialising in the relevant field or

b. any other injury or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

2. The Travel Company must be immediately notified in writing.

3. We will not be liable for increased charges incurred as a result of any delay or failure in notifying the Travel Company.

(b) **Your** prepaid accommodation expenses for the **Trip** which **You** do not use, including additional reasonable travelling expenses if **You** have to curtail **Your Trip** and return **Home** as a result of:

(1) **Your** death, serious injury or serious illness (occurring during the **Trip**) or that of any person with whom **You** are travelling or any **Close Relative** or **Business Associate** of **Yours** resident in the United Kingdom

(2) the hi-jack of the aircraft, vessel or vehicle in which **You** are travelling

(3) fire, theft, storm or flood occurring at **Your Home** when **You** are requested to return by the Fire/Police Authorities.

Please note: that Curtailment claims will be calculated from the day **You** return to the United Kingdom or **You** are hospitalised as an in-patient. **Your** claim will be based solely on the number of complete nights accommodation lost. In respect of travel expenses, **We** will pay for any reasonable additional costs but not for the loss of **Your** pre-booked arrangements.

Conditions

1. Where curtailment is due to **Your** serious injury or serious illness, a certificate must be obtained from the treating **Medical Practitioner** abroad confirming the necessity to return to **Your Home**, or appropriate medical facility.

2. The prior approval of **SPECIALTY ASSISTANCE** must be obtained to confirm the necessity to return **Home**, for any reasons or by any method other than as originally planned. Failure to do so may affect the assessment of **Your** claim.

Exclusions

1. We will not pay for claims arising directly or indirectly from the following circumstances existing on the date of applying for this insurance:

(a) Where **You** (or any person upon whose health the **Trip** depends) are undergoing tests for the presence of a medical condition receiving or on a waiting list for or have knowledge of the need for treatment at a hospital or nursing home.

(b) From any terminal illness suffered by **You** (or any person upon whose health the **Trip** depends).

(c) From any medical condition for which **You** (or any person upon whose health the **Trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention in a hospital.

2. We will not pay for claims arising directly or indirectly from the following circumstances:

(a) Where **You** travel against any health requirements stipulated by the Carrier, their handling agents or any other public transport provider.

(b) If **You** are travelling against the advice of a **Medical Practitioner**.

(c) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).

(d) From the cost of returning to the original destination to complete the **Trip** originally planned and increased expenses related to further accommodation there.

Excess

The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded, increased to £100 where **You** are aged 66 to 75 years and to £150 where **You** are aged 76 to 90 years. See also Special Condition 5.

SECTION 2 - PERSONAL ACCIDENT

Benefit each Insured Person as below

If **You** sustain accidental bodily injury caused by:

(1) violent external and visible means or

(2) exposure resulting from an accident to an aircraft, vessel or vehicle in which **You** are travelling

and provided such injury solely and independently of any other cause, results within twelve calendar months of the date of the accident, in death or disablement as defined below, **We** will pay one of the following Benefits:

(i) Death £10,000

(ii) Loss of one or more limbs and/or sight in one or both eyes £15,000

(iii) Permanent Total Disablement £15,000

If **You** are

(a) under 16 years of age Benefit (i) above is reduced to £2,500 or

(b) aged 65 years or over no cover operates in respect of Benefit (ii) and (iii).

In no event shall **Our** Liability in respect of the **Insured Person** exceed £15,000.

DEFINITIONS

Loss of limb means permanent loss by physical severance at or above the wrist or ankle.

Loss of sight means total and irrecoverable loss of sight which shall be considered as having occurred (a) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Permanent total disablement means total disablement from engaging in or attending to any occupation for at least twelve months from the date of injury and at the end of that time being beyond hope of any improvement.

Exclusions

We will not pay for claims:

1 resulting from motorcycling

2 arising out of manual labour in connection with **Your** trade, business or profession.

SECTION 3 - MEDICAL AND OTHER EXPENSES

Limit £5,000,000 each Insured Person

(a) We will reimburse **You** in respect of the:

1. reasonable emergency medical, surgical and hospital treatment incurred as a result of **Your** injury or unforeseen illness, occurring during the **Trip**. At the sole discretion of **SPECIALTY ASSISTANCE**, who reserve the right to make the final decision as to whether or not it is medically necessary, this also includes the cost of repatriation to the United Kingdom, by whatever means deemed medically necessary. Emergency dental treatment is covered up to £250 for the immediate relief of pain only excluding the fitting of crowns and additional cosmetic treatment.

2. reasonable additional accommodation (room only) and travel costs (if **You** cannot use the return portion of **Your** ticket) necessarily and unavoidably incurred by

(i) **You** where it is necessary for **You** to stay beyond the intended return date due to **Your** illness or injury.

(ii) a relative or friend required on medical advice to travel to, remain with or escort **You** as a result of **Your** death, serious injury or serious illness.

3. reasonable charges for burial or cremation in the event of **Your** death outside the United Kingdom in the locality where death occurs and/or the cost of transport of body or ashes to the United Kingdom, for an amount not exceeding £5,000.

4. cost of transporting **Your** remains to **Your Home** in the event of death in the United Kingdom, for an amount not exceeding £2,500.

We reserve the right to repatriate **You** to the United Kingdom when in the opinion of the **Medical Practitioner** in attendance and **SPECIALTY ASSISTANCE** **You** are fit to travel.

Note: Repatriation expenses will involve the use of identical class of travel to that utilised on the outward **Trip** unless agreed by **Us** or **SPECIALTY ASSISTANCE** that the ticket can be upgraded.

(b) **ADDITIONAL HOSPITAL BENEFIT.** If **You** are admitted to a hospital outside the United Kingdom as an in-patient owing to accidental bodily injury or illness sustained outside the United Kingdom, **We** will pay a benefit of £15 for each complete 24 hours **You** are in hospital, subject to a maximum of £300 for each **Insured Person**.

Conditions

1. It is a condition of this Insurance that **SPECIALTY ASSISTANCE** must be notified immediately of any illness or injury which necessitates admittance to hospital abroad as an in-patient, or out-patient if costs are likely to exceed £500, or before any arrangements are made for repatriation, or if any medical treatment is required in North or Central America or the Caribbean, or if **Your** return is delayed due to medical reasons. Failure to do so will prejudice **Your** claim.

2. If **You** require medical treatment in an EU Member country or any other with a reciprocal agreement with the United Kingdom **You** must ensure that the treatment is provided by a hospital or medical facility operating within the terms of the agreement. In the event of serious illness or injury occurring whilst overseas requiring treatment as an in patient, contact **SPECIALTY ASSISTANCE** as soon as possible as failure to do so may result in **Our** inability to accept a claim

Exclusions

1. We will not pay for claims arising directly or indirectly from the following circumstances existing on the date of applying for this insurance:

(a) Where **You** (or any person upon whose health the **Trip** depends) are undergoing tests for the presence of a medical condition receiving or on a waiting list for or have

knowledge of the need for treatment at a hospital or nursing home.

- (b) From any terminal illness suffered by **You** (or any person upon whose health the **Trip** depends).
- (c) From any medical condition for which **You** (or any person upon whose health the **Trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention in a hospital.
2. **We** will not pay for claims arising directly or indirectly from the following circumstances:
- (a) From treatment or aid obtained in the United Kingdom.
- (b) From surgical or medical treatment which in the opinion of the treating **Medical Practitioner** can be reasonably delayed until **Your** return to the United Kingdom.
- (c) Where there is an additional cost of single or private room accommodation at a hospital or nursing home, except where the treating **Medical Practitioner** considers it necessary for **You** to occupy such accommodation.
- (d) From any reoccurrence of any psychiatric disorder, anxiety state and/or depression suffered by **You** (or any person upon whose health the **Trip** depends).
- (e) Where **You** travel against any health requirements stipulated by the Carrier, their handling agents or any other public transport provider.
- (f) Where **You** are travelling against the advice of a **Medical Practitioner**.
- (g) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).
- (h) From costs and expenses incurred more than 12 months after the date of return to the United Kingdom.
3. **We** shall not be liable for
- a. any expenses or fees for in-patient treatment or repatriation which have not been notified to and authorised by **Us** or **SPECIALTY ASSISTANCE**
- b. any costs in respect of telephone calls other than the first telephone call to **SPECIALTY ASSISTANCE** notifying them of the problem
- c. the cost of any elective treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated **Your** admittance to hospital
- d. any claims for costs resulting from **Your** failure to obtain recommended pre-travel inoculations and vaccinations or on-going preventative treatments for the countries **You** intend travelling to
- e. the cost of travel to or from hospitals for the purpose of visiting an inpatient.

Excess

The first £75 of each and every claim per **Insured Person** claimed for under this Section is excluded, increased to £150 where **You** are aged 66 to 75 years and to £300 where **You** are aged 76 to 90 years. See also Special Condition 5 for any additional excess amounts.

SECTION 4 - PERSONAL LUGGAGE, PERSONAL MONEY & VALUABLES Limit £2,000 each Insured Person

1. **We** will reimburse **You** in respect of accidental loss of or theft of or damage to:
- (i) Personal Luggage - which means suitcases, trunks or like receptacles and clothing and personal effects worn or carried on the person all owned by (not hired, loaned or entrusted to) **You** but excluding Personal Money and **Valuables**
- (ii) Personal Money - which means cash, bank or currency notes in current use, cheques, postal or money orders, travel tickets, passports, pre paid coupons or vouchers
- (iii) **Valuables**

2. In the event of Personal Luggage being temporarily lost in transit to the **Trip** destination for longer than 12 hours, **We** will pay up to £75 for the purchase of essential items of clothing and personal requisites. Any payments under this heading will be deducted from claims under Section 4 1(i) in respect of the same property.

The limit each **Insured Person** in respect of:

- (i) Personal Luggage is £1,500 (limited to £750 if **You** are aged under 16 years on the date of departure) subject to a limit of £200 for any one article or pair or set of articles irrespective of single or joint ownership.
- (ii) Personal Money is £500 but for loss of cash, bank or currency notes the limit is £250 whether in the custody of one or more **Insured Persons** irrespective of ownership.
- (iii) **Valuables** is £200 subject to a limit of £200 for any one article or pair or set of articles irrespective of single or joint ownership.

In respect of (ii) and (iii) there is a combined limit of £100 if **You** are aged under 16 years on the date of departure.

Basis of Claim Settlement Claims will be dealt with on an indemnity basis NOT "new for old". Indemnity basis means the purchase price as new of the article less deduction for wear

and tear and depreciation, or the cost of repair whichever is the lesser. If an article is damaged beyond economical repair a claim will be dealt with as if the article has been lost. Items claimed for must be substantiated by original receipts, original valuations, guarantee cards, instruction booklets, or any other evidence of ownership. For damaged items, a repairer's estimate, or report confirming total loss will be required and items should be retained for inspection if required. For cash losses, bank/building society withdrawal slips, foreign currency conversion slips, wages slips etc. will be required.

Exclusions

1. **We** will not pay for claims arising from:
- a. accidental loss of or theft of or damage to property left unattended by **You** unless:
- (i) in **Your** locked and secured accommodation
- (ii) in a locked boot or locked and covered luggage compartment of a motor vehicle provided that
- (a) there is evidence of forcible and violent entry to such vehicle
- (b) no cover shall apply in respect of property in vehicles left unattended at any time between the hours of 10 pm and 8 am local time.
- (c) no cover shall apply in respect of Personal Money or **Valuables** at any time.
- b. **Your** failure to inform the police as soon as possible of any loss or theft of Personal Luggage or theft or loss of Personal Money or **Valuables** and failure to obtain a written report.
- c. accidental loss or theft of or damage to property whilst in the custody of an airline or other carrier, unless reported immediately on discovery. In the case of an airline a Property Irregularity Report must be obtained.
- d. loss or theft of Personal Money and **Valuables** whilst in transit from checked-in or other baggage not in **Your** custody or control.
- e. loss of or theft of or damage to:
- (i) stamps and documents (other than those specifically mentioned)
- (ii) spectacles, sun glasses, contact or corneal lenses
- (iii) breakage or chipping of glass, porcelain, ceramic or china or damage to other items resulting from such breakage
- (iv) business goods or samples or business money
- (v) land, air or water craft of any kind including cycles but excluding any models or toys
- (vi) Food, cosmetics and other items of a perishable nature
- (vii) sports equipment
- (viii) household goods and home contents
- (ix) Mobile telephones and computers
- f. loss or theft of travellers cheques.
- g. shortages of Personal Money due to error, omission or variations in exchange rates or depreciation in value.
- h. normal wear and tear, depreciation, gradual deterioration or mechanical or electrical breakdown.
- i. loss, theft or damage arising from delay or confiscation or detention by Customs or other official.
- j. loss of **Valuables** or Personal Money whilst swimming.

Excess

The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded. In respect of (ii) - Personal Money. The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded.

SECTION 5 - PASSPORT EXPENSES Limit £200 each Insured Person

If during the **Trip** **Your** British passport is accidentally lost or stolen, **We** will reimburse the reasonable additional accommodation and travel expenses necessarily incurred abroad by **You** in obtaining a replacement up to a maximum of £200.

Exclusions

1. **We** will not pay for claims arising where **You** fail to:
- (a) notify the nearest British Embassy or Consulate
- (b) obtain a written report from the British Embassy or Consulate of such loss.

SECTION 6 - DELAYED DEPARTURE Limit (a) £60 (b) £3,000 each Insured Person

If the aircraft, train, coach or sea vessel in which **You** had booked to travel on the outward or return leg of the **Trip** is delayed at the final departure point from or to the United Kingdom for at least 12 hours from the time specified in the official itinerary supplied to **You** as a result of:

- (i) strike or industrial action
- (ii) adverse weather conditions
- (iii) mechanical breakdown of the aircraft, train, coach or sea vessel.

We will pay either:

- (a) compensation of £20 for the first full 12 hours delay and £10 for each further full 12 hours delay up to limit of liability (a) above. The delay will be calculated from scheduled time of departure of the aircraft, train, coach or sea vessel specified in the official itinerary supplied to **You** or
- (b) on the outward journey if after 12 hours delay in departure **You** elect to abandon the **Trip**, **We** will pay up to limit of

liability (b) above in respect of prepaid expenses or expenses contracted to be paid for **Your** benefit which are not recoverable from any other source.

NB **You** may claim only under subsection (a) or (b) above for the same event, not both. In addition **You** may claim only under Section 1 or 6 for the same event, not both.

Exclusions

1. **We** will not pay for claims arising:
- a. where **You** fail to check in at the airport, station or port of departure specified in the official itinerary issued by the Tour Operator, Tour Organiser or Carrier.
- b. where **You** fail to obtain written confirmation from the Carriers (or their handling agents) of the number of hours delay and the reason for the delay.
- c. from strikes or industrial action unless the announcement and onset of the strike or industrial action occurred after the date **You** paid the premium for this insurance.
- d. from public demonstration, civil unrest or any form of protest (including actions not specifically directed at an employer or group of employers).
- e. where **You** are entitled to the same or similar benefit under any scheme arranged by a Tour Operator, Tour Organiser or Carrier.

Excess.

The first £50 of each and every claim per **Insured Person** claimed for under this Section is excluded in respect of sub section (b) only.

SECTION 7 - MISSED DEPARTURE Limit £500 each Insured Person

We will reimburse **You** in respect of additional accommodation and travel expenses necessarily incurred to reach the overseas destination as a result of the failure of the vehicle in which **You** are travelling to deliver **You** to the final United Kingdom departure point in time to join the **Trip** due to:

- (i) adverse weather conditions
- (ii) strike
- (iii) industrial action
- (iv) mechanical breakdown
- (v) accident to the vehicle

provided that **You** shall take all reasonable steps to arrive at the point of departure by the time stated in the Tour Operator's brochure or other travel documents issued by the Travel Organiser.

Conditions

1. A repairers report will be required in the event of a claim in respect of car breakdown, together with proof that the vehicle has been properly serviced.

Exclusions

We will not pay for:

1. Claims arising from strike or industrial action prior to the commencement of departure from **Your Home** or place of business whichever is later.
2. The cost of repairs to the vehicle in which **You** are travelling.

N.B. This section applies only in respect of an outward **Trip** from the United Kingdom to an overseas destination.

SECTION 8 - PERSONAL LIABILITY Limit £2,000,000 each Insured Person

We will reimburse **You** for all sums which **You** are personally legally liable to pay for accidents which result in:

1. death of or bodily injury to any person
2. loss of or damage to their property occurring during the period of the **Trip**.

The total amount payable for all claims made against **You** arising from any one occurrence is £2,000,000 inclusive of any legal costs and expenses awarded against **You** or incurred by **You** with **Our** written consent.

Exclusions

1. **We** will not pay for Punitive and exemplary damages.
2. Liability in respect of:
- (a) death of or bodily injury to **Your** employees or **Your** relatives or household permanently living with **You** or a travelling companion.
- (b) loss of or damage to property which belongs to **You** or is in **Your** custody or control or that of a member of **Your** family or household or **Your** employee, or a travelling companion.
- (c) **Your** trade, business or profession.
- (d) the ownership or occupation of any land or building (other than occupation only, of any temporary holiday accommodation).
- (e) the ownership, possession or use of animals (other than domestic dogs not included in Section 1(i) of the Dangerous Dogs Act 1991 or horses used solely for hacking or trekking) mechanical or motorised vehicles, ships, boats or craft of any kind.
- (f) any contract or agreement (such as a hire agreement) unless liability would have applied anyway.
- (g) any willful, malicious or reckless act on **Your** part.
3. Costs and expenses incurred after the date on which **We** have offered to pay the claim.

Excess

The first £250 of each and every claim per **Insured Person** claimed for under this section is excluded.

SECTION 9 - LEGAL COSTS & EXPENSES
Limit £25,000 each Insured Person.

This section of the policy sets out the cover **We** provide, per **Trip**, per **Insured Person**, up to the sum insured in relation to legal costs and expenses. DAS Legal Expenses Insurance Co. Ltd. manages and controls claims under this policy section.

Additional DEFINITIONS applying to 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 the same time or from the same cause, then the **date of occurrence** is the date of the first of these events.

Legal Costs: All reasonable and necessary costs charged by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if the **Insured Person** has to pay them, or pay them with the agreement of DAS.

Representative: The lawyer, or other suitably qualified person, who has been appointed to act for the **Insured Person** under condition (f) of this section.

BODILY INJURY, ILLNESS AND DEATH

We agree to provide the insurance in this section as long as any legal proceedings will be dealt with by a court or other body which DAS agrees to; and the date of occurrence of the insured incident happens during the **Period of Insurance**; and it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

We will cover reasonable legal and travel expenses necessarily incurred in pursuit of a claim for damages or compensation arising from the: Bodily Injury, Illness, death of an **Insured Person** occurring outside the **United Kingdom** and the **Channel Islands**.

We will negotiate for the **Insured Person's** legal rights after an event which causes the death of, or Bodily Injury to the **Insured Person**. **We** will not pay legal expenses to bring proceedings to more than one country in respect of the same event.

For all insured incidents **We** will help in appealing or defending an appeal as long as the **Insured Person** informs **Us** within the time limits allowed that they want to appeal. Before **We** pay the legal costs and expenses for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.

You are covered:

1. Up to the sum insured for **You** for **Legal Costs** and expenses, directly related to the legal action including the **Legal Costs** and expenses of an appointed lawyer. The maximum amount **We** will pay for all claims resulting from one or more **Insurance Events** arising at the same time or from the same cause is £25,000. If the aggregate limit is reached, this amount will be allocated in proportion to **Our** liability to each **Insured Person**.

Exclusions

We shall not be liable for:

1. any claim reported to **us** more than 180 days after the date the **Insured Person** should have known about the insured incident;
2. any **legal costs** that are incurred before **We** agreed to pay them;
3. any claim against an insurer or insurer's agent;
4. any disagreement with **ETI** or **DAS** that is not in the Additional Condition applying to this section;
5. any claim relating to any illness which develops gradually or is not caused by a specific or sudden accident;
6. any claim relating to the following:
 - (a) a contract regarding the **Insured Person's** profession, business or employment;
 - (b) a lease or a licence or tenancy of land or buildings;
 - (c) construction work on any land, or designing, converting or extending any building;
 - (d) a contract involving a motor vehicle, except for car hire;
 - (e) the settlement payable under an insurance policy;
7. an application for Judicial Review;
8. written or verbal remarks which damage the **Insured Person's** reputation;
9. fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority;
10. defending the **Insured Person's** legal rights;
11. any legal action the **Insured Person** takes which **We** or the **representative** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **representative**;
12. any **legal costs** and expenses that are incurred where **We** agree a contingency fee arrangement with the **representative**.

Additional conditions applying to Legal Costs and Expenses

(a) (i) **We** can take over the conduct, in the **Insured Person's** name, any claim or legal proceedings at any time before an **representative** is appointed. **We** can negotiate any claim on the **Insured Person's** behalf. (ii) If **We** agree to start legal proceedings, or if there is a conflict of interest, the **Insured Person** can choose an **representative** by sending **Us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances.

If there is a disagreement over the choice of **representative**, another lawyer can be appointed to decide the matter (see

Condition (f) below). (iii) Before the **Insured Person** chooses a lawyer, **We** can appoint a **representative**. (iv) A **representative** will be appointed by **Us** and represent the **Insured Person** according to **Our** standard terms of appointment. The **representative** must cooperate fully with **Us** at all times. (v) **We** will have direct contact with the **representative**. (vi) The **Insured Person** must co-operate fully with **Us** and the **representative** and must keep **Us** up-to-date with the progress of the claim. (vii) The **Insured Person** must give the **representative** any instructions that **We** ask for.

(b) (i) The **Insured Person** must tell **Us** if anyone offers to settle the claim. (ii) If the **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **legal costs** and expenses. (iii) The **Insured Person** must not negotiate or agree to settle a claim without **Our** approval. (iv) **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

(c) (i) If **We** ask, the **Insured Person** must tell the **representative** to have **legal costs** and expenses taxed, assessed or audited. (ii) The **Insured Person** must take every step to recover **legal costs** and expenses that **We** have to pay and must pay **Us** any **legal costs** and expenses that are recovered.

(d) If a **representative** refuses to continue acting for the **Insured Person** with good reason or if the **Insured Person** dismisses a **representative**, the cover **We** provide will end at once, unless **We** agree to appoint another **representative**.

(e) If the **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to a **representative**, the cover **We** provide will end at once.

(f) If **We** and the **Insured Person** disagree about the choice of **representative**, or handling of a claim, **We** and the **Insured Person** can choose another lawyer to decide the matter. **You** and **We** must agree this in writing. If **We** cannot agree with the **Insured Person** about the choice of the second lawyer, **We** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

(g) **We** may, at their discretion require the **Insured Person** to obtain an opinion from the counsel at the **Insured Person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.

GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. On the happening of any illness, injury, loss or damage, **You** must at **Your** own expense:

- (a) give **Us** full details in writing without delay after any event which could lead to a claim under this policy
- (b) take all reasonable precautions to prevent further illness, injury, loss or damage
- (c) immediately inform the police of any loss or theft of Personal Luggage, Personal Money or **Valuables** and obtain a written report
- (d) supply all reports, certificates, information, evidence and assistance as may be required by **Us**
- (e) send to **Us** any writ, summons or other legal document served on **You** and must not answer any correspondence without **Our** written consent

2. **We** shall be entitled

a. to negotiate, defend or settle in **Your** name and on **Your** behalf any claim made against **You**

b. to prosecute in **Your** name for **Our** benefit any claim against any person in respect of any amount paid or payable under this policy.

3. **You** shall as often as required submit to medical examination at **Our** expense in connection with any claim under Sections 1, 2 or 3 and in the event of **Your** death, **We** shall have the right to a post mortem at **Our** own expense.

4. All damaged property must be retained for inspection, becoming **Our** property upon settlement of the claim.

5. **You** and **We** are free to choose the laws applicable to this policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this.

6. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Section 2 - Personal Accident).

7. **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**

a. Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or

- b. Make a statement in support of a claim knowing the statement to be false in any respect; or
 - c. Submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - d. Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance
- Then
- ii. **We** shall not pay the claim
 - iii. **We** shall not pay any other claim which has been or will be made under the policy
 - iv. **We** may at **Our** option declare the policy void
 - v. **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy.
 - vi. **We** shall not make any return of premium
 - vii. **We** may inform the police of the circumstances.

GENERAL EXCLUSIONS

This policy excludes:

1. Claims directly or indirectly arising from:

(i) **Your** engaging in:

- (a) parachuting, aerial activities, aeronautics or aviation other than as a fare paying passenger in a licensed passenger aircraft
- (b) winter sports of any kind, motorcycling, yachting outside coastal waters (which are defined as being within sight of land), motor competitions, aqualung diving, any form of combat, climbing necessitating the use of ropes or guides, polo, pot-holing, riding in or on any boat designed to travel at a speed in excess of 30 knots, crewing a vessel from one country to another, water ski-jumping and tricks, racing other than on foot, show jumping and any other sport or pastime of a comparably hazardous nature
- (c) work of any kind undertaken during the **Trip** other than clerical, managerial or commercial duties
- (d) association or rugby football or any professional sports
- (e) taking part in expeditions or treks other than where sold as Connected Travel Insurance by the Travel Firm named herein where such activity is the main purpose of the **Trip**.

(ii) **Your**:

- (a) suicide or attempted suicide
- (b) being affected (temporarily or otherwise) by alcohol drug(s) or any illegal substance
- (c) wilfully self inflicted injury or wilful exposure to danger, except in an attempt to save human life

2. Loss (whether arising directly or otherwise), bodily injury, damage or liability resulting or arising from or directly or indirectly caused or contributed to by:

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from waste from the combustion or nuclear fuel
- ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii. Detention or confiscation or requisition by any Government or Public or Local Authority
- iv. Pressure waves caused by aircraft or other aerial devices
- v. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section 3 - Medical Expenses unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.

3. In respect of all Sections other than Sections 2, 3 and 4, **We** shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following: The failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any data as its true calendar date, or to continue to function correctly beyond that date.

4. This policy does not cover any person who is not normally resident in the United Kingdom.

5. Unless **We** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.

6. Bankruptcy/liquidation of any tour operator, travel agent, transportation company or accommodation supplier.

7. Travelling to countries or regions where the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised against travel.

8. Any refund or return of premium other than as required by the Cancellation Rights as detailed in this policy.

9. Any illness, injury, death, loss, expenses or other liabilities attributable to HIV and/or any HIV related illness and/or any mutant derivative or variations thereof however caused.