

## **Greenbank Holidays Ltd**

**a:** Hartford Manor, Greenbank Lane, Northwich, Cheshire, CW8 1HW

**tel:** 01606 787000 **fax:** 0844 406 0013

### **STATUS DISCLOSURE INFORMATION**

The Financial Services Authority (FSA) is the independent regulator of financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

Greenbank Holidays Ltd is an appointed representative of ITC Compliance Limited which is authorised and regulated by the FSA (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts

Greenbank Holidays Ltd only offer travel insurance from a limited number of insurers. A list of these insurers is available on request. No additional fees will be charged for this service.

**You WILL NOT receive advice or a recommendation from us for travel insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed**

We always aim to provide a first class service, however if you have any cause for complaint, any enquiry in the first instance should be addressed in writing to The Compliance Officer, ITC Compliance Limited, at Charnwood House, Marsh Road, Bristol, BS3 2NA. Should you remain dissatisfied you have the right to ask the Financial Ombudsman Service to review your case. You should write to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. You may be entitled to compensation should we be unable to meet our liabilities as an insurance intermediary under the Financial Services Compensation Scheme. Your entitlement to compensation will depend upon the type of business and the circumstances of your claim.

Details of ITC Compliance Limited's authorisation (including their authorised number 313486) can be confirmed by contacting the FSA on 0845 606 1234, or by visiting the FSA's website <http://www.fsa.gov.uk/register>.

### **DEMANDS AND NEEDS STATEMENT**

#### **Travel Insurance**

This travel insurance policy will suit the Demands and Needs of an individual, or group (where applicable) who have no pre-existing medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the financial impact of specified unforeseen circumstances/events relating to or occurring during their trip. Full details of these circumstances/events, levels of cover and terms and conditions can be found in the policy information/booklet.

#### **Motor Breakdown**

This insurance will suit the Demands and Needs of an individual wishing to insure

themselves against unforeseen costs following the breakdown of a vehicle. Subject to terms, conditions and maximum specified claim limit.

### **IMPORTANT INFORMATION**

Our travel insurance policies have a number of exclusions and restrictions to them. It is very important that you read and understand these and only purchase the policy if you are happy that you and every member of your party meet the eligibility criteria: Specifically our policy will NOT be applicable for you if:

- You are over the maximum specified age at the time of your trip
- You have pre-existing medical conditions

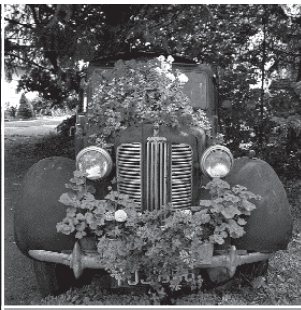
Examples of these and other conditions and restrictions and what to do if you are unsure about any aspect of an exclusion are contained within your policy booklet.

If after purchasing your policy should you find it does not meet your requirements you have 14 days from the date of issue, or prior to travel (whichever is sooner) to cancel the policy. If you do decide to cancel your money will be refunded in full, provided no claims have been made or incident likely to give rise to a claim has arisen

The policy does not cover travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check with the Foreign and Commonwealth Office (phone **020 7008 0232** or **0233** or visit their website at **[www.fco.gov.uk](http://www.fco.gov.uk)**).

It is important that you read and understand the above information. You should have been provided with the a copy of all relevant policy documentation to enable you to make an individual informed buying decision based on your own personal circumstances, travel plans and the merits of the policy. This buying decision is your own and you will not have receive a personal recommendation or advice from us.

**Please keep this page with your insurance policy documents.**



2009/10  
insurance  
policy  
document

Please keep this safe as you will need it in the event of a claim.

# Insurance Helpline Numbers

## Personal Insurance

### Medical Screening Helpline

(for Annual Multi-trip policies only)

0844 338 5809

### Travel Helpline

(queries about policy cover)

0844 338 5806

### Medical Emergency & Repatriation - If calling from:

- Spain, Canaries or Balearic Islands

+44 1444 442 077

- Anywhere else in the World

0844 338 5802

Or

+44 1444 442 964

### Medical Referral Abroad (non emergency)

Or

0844 338 5805

+44 1444 442 967

### Legal Advice & Legal Expenses Claims

Or

0844 338 5803

+44 1444 442 965

### Travel Claims

Or

0844 338 5804

+44 1444 442 966

## Vehicle Motor Breakdown Assistance

### Vehicle Assistance

Or

+44 844 338 5801

+44 1444 442 963

### Legal Assistance

Or

+44 844 338 5600

+44 1444 442 555

When calling any of the above numbers please have your holiday reference number to hand as this acts as your policy number.

## Introduction to your policy

This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency. The policy contains different levels of cover, some of which do not apply unless You have paid the appropriate additional premium. Conditions and exclusions will apply to individual Sections of Your policy while general exclusions, conditions and notes will apply to the whole of Your policy.

**Please read this document very carefully to ensure You understand the extent of the cover and assistance services, exactly what is and is not covered, the conditions of cover, and that this meets Your requirements. Your holiday reference number acts as Your policy number.**

**Cooling Off Period:** Unless Your Trip will be completed within 1 month of buying this insurance, You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund You any premium You have paid and will recover from You any payments We have made.

**Please keep this document in a safe place and take it with You when You travel in case You need assistance or need to make a claim. If You have any questions or are in any doubt about the cover provided please call our Travel Helpline on: 0844 338 5806.**

## Your travel policy

We will provide the services and benefits described in this policy:

- during the Period of Insurance
  - within the Geographical Limits
  - subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this policy
  - to persons who habitually reside in the UK Area or Channel Islands (i.e. have their main home in the UK Area or Channel Islands and have not spent more than 6 months abroad in the year prior to purchasing the policy)
  - following payment of the appropriate premium for the level of cover selected
- Benefits under this policy are underwritten by Europ Assistance Holdings Irish Branch, 79 Merrion Square, Dublin 2, Ireland.
- This policy is effected in England and is subject to the Laws of England and Wales. Europ Assistance Holdings Ltd is authorised and regulated by the Financial Services Authority.

### Summary of cover

Cover	Standard	Plus
1. Medical Emergency & Repatriation	£2,500,000 *	£5,000,000
2. Emergency Dental Treatment	£250	£250
3. Additional Accommodation & Travelling costs	£750	£1,000
4. Hospital Daily Benefit	£25 per complete day of inpatient treatment: up to £300	£50 per complete day of inpatient treatment: up to £600
5. Cancellation & Curtailment	Up to invoice cost not exceeding £2,500 **	Up to invoice cost not exceeding £5,000
6. Travel Delay	£20 for the first full 12 hour delay then £10 for each subsequent full 12 hours: maximum £100 See Section 5	£20 for the first full 12 hour delay then £10 for each subsequent full 12 hours maximum £200 See Section 5
- Abandonment		
7. Missed Departure on the Outward Journey	£300	£600
8. Personal Luggage	£1,250 * £200 £400	£2,500 £250 £500
· Single article, or Pair or Set of articles		
· Valuables		
9. Luggage Delay	£50/ £100	£50/ £100
- After 12 hours/ After 48 hours		
10. Money & Passport	£300 * £250 *	£300 £500
· Money		
· Passport		
11. Personal Liability	£1,000,000 ***	£2,000,000
12. Personal Accident	£5,000  £10,000 £10,000	£10,000  £20,000 £20,000
· Death		
· Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes		
· Permanent Total Disablement		
13. Legal Protection	£10,000 ***	£20,000
14. Pet Cover	N/A	£20 per day up to £100
<b>Winter Sports Cover - Annual Multi-trip Only</b>		
15. Cancellation & Curtailment	See Section 5	See Section 5
16. Skis, Ski Equipment	£250 *	£500
Ski Pass	£100	£250
17. Luggage Delay	£10 per day: up to £150	£15 per day: up to £300
18. Piste Closure	£10 per day: up to £100	£20 per day: up to £200
19. Avalanche or Landslide	£15 per day: up to £75	£30 per day: up to £150
<b>UK Cover - Annual Multi-trip Only</b>		
20. UK Medical Transfer	Necessary costs	Necessary costs
21. Additional Accommodation costs	See Section 3	See Section 3
<b>Excesses</b>	£50 per person* £50 per person or £100 per party** £100 per person***	Nil

## Important notes

We would like to draw Your attention to important features of Your policy including:

**Emergency Medical Expenses:** This policy is NOT a Private Medical Insurance policy, and does not provide cover for procedures that can be carried out in Your country of residence after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

**Material Facts:** You must declare to Us all Material Facts that are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us by calling Our Travel Helpline on

**0844 338 5806.** Please refer to the definition of a 'Material Fact' in the Meaning of Words.

**Health:** This policy contains restrictions regarding Pre-existing Medical Conditions. Please refer to the Important Health Requirements. Failure to comply with these requirements may invalidate any subsequent claim. If You have purchased an Annual Multi-trip policy and You are in any doubt as to whether You would be covered by the policy please call the Medical Screening Helpline.

**Changes in health or medication:** In respect of Annual Multi-trip policies You must contact Us and declare any changes in Your health or Your medication that occur between the date You take out this policy and the date You start any Trip.

### Cancellation, Curtailment & Trip

**Interruption cover:** It is important to note that the policy contains conditions and exclusions in relation to non-insured travelling companions, close relatives or persons with whom You intend to stay whilst on Your Trip, in the event of any need to cancel, curtail or interrupt a Trip as a result of changes in their health. Please refer to the 'Important Limitations - Cancellation, Curtailment & Trip Interruption Cover' section for full details.

**Age Limit:** No Section of this policy shall apply in respect of any person who has reached the age of 80 years prior to the commencement of the Period of Insurance.

**Special Sports & Activities:** This policy specifically excludes participating in or practising for certain sports and activities. If You are going to take part in Special Sports and Activities where there may be a high risk of injury or if You are in any doubt as to whether cover will apply, please call the Travel Helpline on 0844 338 5806

**Trip Limits:** This policy contains strict limits on the length of time You can spend travelling abroad on each Trip. Please refer to the definition of the 'Trip' in the Meanings of Words. **If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.** Trips must commence and end in Your Home Country and a return ticket must have been booked prior to departure.

**Medical Emergency:** In the event of a medical emergency You must contact Us as soon as possible. You MUST contact Us

before incurring expenses in excess of £500, except in case of emergency. If You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.

**Pregnancy and Childbirth:** Cover under this policy is provided for unforeseen events. In particular cover is provided under Section 1 for unforeseen bodily injury or illness. Pregnancy and childbirth are not considered to be either an illness or an injury. For the avoidance of doubt please note that cover is ONLY given under Sections 1, 3, 4 and 5 of this policy, for claims arising from Complications of Pregnancy and Childbirth. Please make sure You read the definition of Complications of Pregnancy and Childbirth given under the meaning of words below.

**Third Party Liability:** If You use any form of mechanically propelled vehicle, (e.g. car, motor cycle, moped, scooter), sail or powered boat, or an aircraft, no liability cover will apply under this policy and You must ensure that You have cover for third party injury or property damage in place.

**Personal Possessions:** While this policy provides cover for Your Personal Luggage, if You are planning to take expensive items such as sophisticated photographic equipment, jewellery and other Valuables with You then You should check that You have adequate personal possessions cover, under a home contents insurance. The maximum We will pay under this policy for Valuables owned by each Insured Person is limited to £200 (or £250 for Plus cover) (or £100 if the Insured Person is aged under 16).

**Personal luggage:** Claims are paid based on the value of the goods at the time that they are lost and not on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation. Payment of any claims in respect of any one article or Pair or Set of articles will be limited to £50 unless satisfactory proof of ownership is submitted. Evidence of replacement value is not sufficient.

**Policy Limits:** Most Sections of Your policy have limits on the amount the Insurer will pay under that Section. Some Sections also include other specific limits, for example: For any one item or for Valuables in total. You are advised to check Your policy.

**Policy Excess:** Under most Sections of the policy, claims will be subject to an excess. This means that You will be responsible for paying the first part of the claim up to the excess per Insured Person each and every incident. A definition of Policy Excess is in the Meaning of Words.

**Reasonable Care:** You need to take all reasonable care to protect yourself and Your property, as You would if You were not insured.

## Important Health Requirements

**You must comply with the following conditions in order to have full protection under this policy. If You do not comply We may cancel the policy, refuse to deal with Your claim or reduce the amount of any claim payment.**

**This insurance operates on the following basis:**

**To be covered, You must be healthy, fit to travel and to undertake Your planned Trip. Please note that the requirements differ depending on whether You are insured for Zone 1 or Zone 2 for Single Trip, or under an Annual Multi-trip policy.**

### For Single Trip policies to Zone 1:

The insurance will **NOT** cover You when You are travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had You sought his/her advice).

If You have undergone treatment as a hospital inpatient within the **three months** prior to the commencement of the Trip, You must have obtained a 'certificate of fitness' from Your doctor confirming Your ability to travel and to endure the Trip.

The insurance will **NOT** cover You when You are travelling with the intention of obtaining medical treatment or consultation abroad.

The insurance will **NOT** cover You if You have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which You are awaiting investigation/consultations, or awaiting results of investigations, where the underlying cause has not been established). If any claim arises directly or indirectly from any of these circumstances, it will not be paid.

You must **NOT** be aware of any reason why the Trip should be cancelled or curtailed.

You should also refer to the General Exclusions.

### For Single trips to Zone 2 or Annual Multi-trip policies:

You must comply with the following conditions in order to have full protection under this policy. If You do not comply We may cancel the policy, refuse to deal with Your claim or reduce the amount of any claim payment.

This insurance operates on the following basis:

1. To be covered, You must be healthy, fit to travel and to undertake Your planned Trip;
2. The insurance will NOT cover You when You are travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had You sought his/her advice);
3. The insurance will NOT cover You when You are travelling with the intention of obtaining medical treatment or consultation abroad.
4. The insurance will NOT cover You if You have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which You are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established)

No claim arising directly or indirectly from a Pre-existing Medical Condition affecting You will be covered unless:

- ✗ You have declared ALL Pre-existing Medical Conditions to Us; and
- ✗ You have declared any changes in Your health or prescribed medication; and

- ✘ We have accepted the conditions for insurance in writing.

Each Insured Person who has a Pre-existing Medical Condition must make a Medical Health Declaration before each Period of Insurance and, if there are any changes in Your health or prescribed medication, prior to commencement of the Period of Insurance or departing on any Trip. Failure to declare ALL Pre-existing Medical Conditions that are relevant to the insurance may invalidate the policy.

We may require You to obtain a medical report from Your General Practitioner or Consultant in order to assess whether cover applies. Any costs incurred in obtaining this medical report shall be borne by You.

Based on Our assessment of the medical information supplied to Us, We will decide whether or not the person is suitable for insurance, if certain exclusions or restrictions should be imposed, or if cover can be offered subject to the payment of an additional premium. If We offer cover, and, if the cover is subject to the payment of an additional premium, cover will not commence until full payment has been received by Us and written confirmation has been provided by Us.

**To declare a Pre-existing Medical Condition or a change in Your state of health or prescribed medication, You should contact the Medical Screening Helpline during office hours on 0844 338 5809.**

## Important Limitations - Cancellation, Curtailment & Trip Interruption Cover

This policy will NOT cover any claims under Section 5 (Cancellation, Curtailment & Trip Interruption) arising directly or indirectly from any Pre-Existing Medical Condition, (known to You prior to the commencement of the Period of Insurance) affecting any:

- Close Relative who is not travelling as an Insured Person under this policy; or
- travelling companion who is not insured under this policy; or
- person with whom You intend to stay whilst on Your Trip,

If during the 90 days immediately prior to the commencement of the Period of Insurance they had:

- required surgery, inpatient treatment or hospital consultations; or
- required any form of treatment or prescribed medication; or
- if they were on a waiting list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Period of Insurance; or
- if a terminal diagnosis had been received prior to the commencement of the Period of Insurance.

You should also refer to the General Exclusions.

## Emergency assistance 24 hours a day

You should first check that the circumstances are covered by Your policy.

Having done this please contact the appropriate 24-hour telephone number shown after the appropriate Section of cover. Give Your name, insurance details, and as much information as possible. Please give Us a telephone, fax or telex number where We can contact You or leave messages at any time of the day or night.

**To comply with the terms and conditions of the insurance You must obtain Our prior authorisation before incurring any expenses over £500. In case of emergency, if You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.**

## Trips to Spain, the Canary Islands (Tenerife, Gran Canaria, Fuerteventura, Lanzarote, la Palma, Gomera and El Hierro) and the Balearic Islands (Cabrera, Formentera, Ibiza, Majorca/Mallorca and Menorca) - 24 hour emergency service

When away from Home, it is most important that You have immediate access to professional medical attention in the event of an emergency. With this in mind, We have put in place, for Your benefit, a network of medical professionals throughout mainland Spain, the Canary Islands and the Balearic Islands, at Your service 24 hours a day, 7 days a week. This is supported by a 24 hour medical emergency service, which can direct You to these professionals, and which will also follow Your case through from the moment You enter hospital until You are released and, in more serious cases, until You are safely repatriated (accompanied, if deemed medically necessary, by one of Our medical team).

In addition, **no Policy Excess will apply** when You receive **Inpatient treatment** (where medically necessary) at:

- one of Our network hospitals, or
- a state hospital when You have used the EHIC to effectively reduce the cost of Your medical treatment or medicines.

For further information:  
Telephone: **00 44 (0) 1444 442 077**  
E-mail: [medicalops@europ-assistance.co.uk](mailto:medicalops@europ-assistance.co.uk)  
Website: [www.europ-assistance.co.uk/spanishmedicalnetwork](http://www.europ-assistance.co.uk/spanishmedicalnetwork)

## Reciprocal health agreements

As You intend travelling to European Union (EU) countries, the European Economic Area (EEA) or Switzerland We would advise You to obtain a Form CM1 from Your local main Post Office. On returning this, duly completed, to the main Post Office You will be issued with a

European Health Insurance Card (EHIC), which will entitle You to certain free or reduced cost health arrangements in the EU, EEA or Switzerland. (Full details are given in Leaflet T7 - Health Advice for Travellers.)

**Please note: For claims under Section 1 (Medical Emergency & Repatriation) or Section 2 (Emergency Dental Treatment), no Policy Excess will apply when You receive inpatient treatment (where medically necessary) at a state hospital within the EU, EEA or Switzerland if You have used the European Health Insurance Card to effectively reduce the cost of Your treatment or medicines.**

**Australia:** When You are travelling to Australia and You register for treatment under the Medicare scheme, Medicare provides:

- free treatment as an inpatient or outpatient at a public hospital;
- subsidised medicines under the Pharmaceutical Benefits Scheme; and
- benefits for medical treatment provided by doctors through private surgeries and Government Health Centres (not hospitals).

You must enrol at Medicare offices in Australia if You will be receiving treatment. If You receive treatment before You enrol, Medicare benefits can be back dated, if You are eligible. To be eligible You must be a resident of the United Kingdom or Ireland and will need to show Your British or Irish Passport with an appropriate visa, and acceptable identification (for example, a driving licence). If You do not enrol at Medicare offices We may reject Your claim or limit the amount We pay to You. If You need treatment which cannot be carried out under Medicare You **MUST** contact our 24 hour Emergency Service before seeking private treatment. If You do not do so, We may reject Your claim or limit the amount We pay to You. If You hold an Irish passport You are entitled to free treatment as an in-patient or out-patient at a public hospital. You will need to show Your passport at the hospital.

For more information You should contact:

Health Insurance Commission  
PO Box 1001  
Tuggeranong  
ACT 2901

## Making a claim on return home

First, check the appropriate Section of Your policy to make sure that what You are claiming for is covered.

Claims forms can be obtained from [www.eclaims.co.uk](http://www.eclaims.co.uk) Alternatively telephone Our Claims Helpline on **01444 442 966** to obtain a claim form, giving Your name and holiday reference number and brief details of Your claim.

All claims must be submitted within 28 days of Your return on a policy claim form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form.

In order to handle claims quickly, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank account details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

Europ Assistance reserves the right to charge an administration fee if it changes its practices of claims administration in the future.

## Meaning of words

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

**Accidental Bodily Injury:** A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.

**Carrier:** A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

**Close Relative:** Spouse or Common Law Partner, parent, parent-in-law, step-parent, legal guardian, children (including legally adopted and step-children and daughter/son-in-law), sibling (including step-siblings and sister/brother-in-law), grandparent, grandchild, or fiancé(e) of an Insured Person.

**Common Law Partner:** The person living with the Insured Person as if husband or wife, including same sex partner, for at least six consecutive months at the commencement of the Period of Insurance.

### Complications of Pregnancy and

**Childbirth:** For the purpose of this policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxæmia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); post partum hæmorrhage; retained placenta membrane; placental abruption; hyperemesis gravidarum; placenta prævia; stillbirths, miscarriage; medically necessary emergency Caesarean sections/ medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Curtailment:** Abandonment of a planned Trip, after commencement of the outward journey, by return to Home earlier than on the scheduled return date.

**Family:** The main Insured Person, his/her spouse or Common Law Partner, and their dependent children under 18 years of age (in full-time education and residing with them).

**Geographical Limits:** The countries of the Zone for which You have paid the appropriate

premium, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel.

Cover applies door-to-door, so the appropriate benefits (unless stated otherwise) apply within Your country of departure once You commence Your Trip, and during Your return journey to Your Home.

You will be covered when travelling by recognised public transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private plane.

**Zone 1:** Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark (including Faeroe Islands), Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Isles), Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia, Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway (including Jan Mayen, Svalbard Islands), Poland, Portugal (including Azores, Madeira Islands), Romania, Russia (European), San Marino, Serbia/Montenegro (including Kosovo), Slovakia, Slovenia, Spain (including Balearic Islands, Canary Islands), Sweden, Switzerland, Turkey, Ukraine, UK Area and Vatican City.

**Zone 2:** All countries Worldwide.

**Home:** Your principal place of residence, used for domestic purposes, and including garage(s) and other outbuilding(s).

**Home Country:** Your country of residence (please note for the purpose of this insurance the UK Area is defined as one country of residence).

**Insured Person or You/Your:** Each insured person named on the booking invoice and for whom the appropriate premium has been paid, and at the commencement of the Period of Insurance being not more than 79 years of age.

**Limits of Cover:** Unless stated to the contrary, Our maximum liability in any one Period of Insurance is limited to the amount stated in each Section, per Insured Person.

**Loss of Limb:** Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**Loss of Sight:** Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what You should see at 60 feet.)

**Manual Work:** Work involving hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial/supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind (other than in the catering industry). Cover for

Manual Work will be provided where such work is solely in a voluntary capacity for a charity registered under the Charity Commission in England and Wales, the Scottish Charity regulator or the Department for Social Development in Northern Ireland, and where there is no financial gain. In such circumstances, there will be no cover for hands-on involvement with the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery, and cover for Personal Accident and Personal liability is excluded. In the event of an injury occurring as a result of voluntary labour, the Policy Excess under Section 1 (Medical Emergency & Repatriation) will be increased to £250. Cover excludes interaction with wild animals of any kind.

**Material Fact:** A fact likely to influence the acceptance or assessment of this insurance by Underwriters. If in doubt as to what constitutes a Material Fact, please contact Us.

**Medical Condition:** Any medical or psychological disease, sickness, condition, illness or injury that has affected any Close Relative, travelling companion or person with whom You intend to stay whilst on Your Trip.

**Medical Health Declaration:** Medical Information that needs to be declared to Us before each Period of Insurance by any person who has suffered from a Pre-existing Medical Condition.

**Medical Practitioner:** A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to You or any travelling companion.

**Money:** Sterling and foreign currency and travellers cheques.

**Pair or Set:** A number of items of Personal Luggage considered as being similar or complementary to one another or used together.

**Period of Insurance:** The period shown on the booking invoice. Subject to:

- **Single Trip policies:** Cancellation cover starts when You purchase this insurance or when You book Your Trip, whichever is the later. Cover for all other Sections applies for the duration of Your Trip up to a maximum of 91 consecutive days, as stated on the booking invoice, and for which You have paid the appropriate premium.

- **Annual Multi-trip policies:** cover applies as for Single Trip policies however, the Period of Insurance is for 12 months during which You are covered for each Trip You book and undertake within that period, on condition that:

- each Trip does not exceed a maximum of 31 consecutive days. This can be extended to 45 consecutive days when the appropriate additional premium has been paid.
- irrespective of the number of individual Trips You undertake in each Period of Insurance, the maximum number of days You can spend abroad must not exceed 91.
- Trips solely within Your Home Country are only insured if You have pre-booked at least five consecutive nights paid accommodation.

- Wintersports cover is for one Trip up to 17 consecutive days.

Note: If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

There is no cover under the Cancellation Section of this policy outside the Period of Insurance. However, if during the Period of Insurance You book a Trip with a start date after the expiry of Your Annual Multi-trip policy then cancellation cover will continue for that Trip provided You renew this policy on or before its expiry date and there is no gap in cover.

Legal advice service continues to apply for up to a week after You return Home.

**Permanent Total Disablement:** Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, any and every business or occupation for the remainder of Your life.

**Personal Luggage:** Items usually carried or worn by travellers for their individual use during a Trip.

Note 1: Items hired to You, and all items loaned or entrusted to You are excluded.

Note 2: This travel insurance is not intended to cover expensive items for which You should take out full Personal Possessions insurance under Your Home Contents policy.

**Policy Excess:** Per Insured Person, each and every incident, each and every section of cover.

Note 1: In the event of an injury occurring as a result of voluntary Manual Work, the Policy Excess under Section 1 (Medical Emergency & Repatriation) will be increased to £250.

#### **Pre-existing Medical Condition:**

(applicable only in respect of Annual Multi-trip policies and Single Trips to Zone 2)

1) any past or current Medical Condition that has given rise to symptoms or for which any form of treatment or prescribed medication, medical consultation, investigation or follow-up/check-up has been required or received during the 2 years prior to the commencement of cover under this policy and/or prior to any Trip; and

2) any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke) that has occurred **at any time** prior to the commencement or cover under this policy and/or prior to any Trip.

**Secure Luggage Area:** Any of the following, as and where appropriate:

- The locked dashboard, boot or locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats..
- The fixed storage units of a motorised or towed caravan.
- A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Special Sports and Activities:** This policy specifically excludes participating in or

practising for certain sports and activities. This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip.

Athletics; Badminton; Baseball; Basketball; BMX cycling; Bowls; Canoeing/Kayaking (Inland); Cricket; Cross country running; Curling; Cycling; Fell running; Fishing (freshwater); Football; Golf; Heptathlon; Hiking (under 2000 metres altitude); Jogging; Netball; Yachting (crewing) - inside territorial waters; Orienteering; Rambling; Roller blading (Line skating/ Skate boarding); Rounders; Running, Sprint/Long distance; Safari (organised - no guns); SCUBA diving (max depth 30 metres - qualified); Skate boarding; Snorkelling; Squash; Tennis; Trekking (under 2000 metres altitude); Triathlon; Volleyball; Water Polo; Windsurfing

The following sports and activities will also be covered but no cover will apply in respect of any Personal Accident or Personal Liability claims:

Archery; Boxing Training (no contact); Camel/Elephant riding; Canoeing/ kayaking (coastal); Field Hockey; Fishing (deep sea); Flying as a passenger (private/ small aircraft); Gaelic Football (non competitive); Go Karting (recreational use); Hiking (over 2000 metres but under 6000 metres altitude); Horse riding (no Polo, Hunting or Jumping); Parascending (over water); Roller Hockey/ Street Hockey; Trekking - see Hiking; White/Black Water rafting (Grade 1 to 4)

Please refer to General Exclusion 15 for a list of activities not covered under this policy. If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call our Travel Helpline.

**Strike or Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Trip:** A journey within the countries of the Geographical Limits, during the Period of Insurance.

**Single Trip policies:** a maximum of 91 consecutive days for which You have paid the appropriate premium.

**Annual Multi-trip policies:** a maximum of 31 consecutive days . This can be extended to a maximum of 45 consecutive days when the appropriate additional premium has been paid.

Note 1: If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.

Note 2: Trips must commence and end in Your Home Country and a return ticket must have been booked prior to departure.

**UK Area:** Great Britain, Northern Ireland and the Isle of Man.

**Unattended:** When You cannot see and are not close enough to Your property or vehicle to prevent unauthorised interference or theft of Your property or vehicle.

**Valuables:** Cameras, photographic, and video equipment, and associated equipment of any kind; computer hardware and software; games consoles (Playstation, Gameboy, Nintendo, etc) accessories and games; personal organisers; mobile telephones; televisions; portable audio equipment (DVD, CD, mini-disc, MP3 players, i-pods, etc) and all associated discs and accessories; spectacles; prescription sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

**We, Our or Us:** Europ Assistance Holdings Ltd, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**Winter Sports:** The activities listed under the Winter Sports Cover Section of this policy.

**You/Your:** Each insured person named on the booking invoice and for whom the appropriate premium has been paid, resident in the UK Area, and at the commencement of the Period of Insurance being not more than 79 years of age.

## **Section 1 Medical Emergency & Repatriation**

### **What is covered:**

We will pay the following costs, up to **£2,500,000 (or £5,000,000 for Plus cover)**, for each Insured Person who suffers sudden and unforeseen bodily injury or illness, or who dies during a Trip outside Your Home Country:

- Reasonable medical expenses for the immediate needs of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a recognised Medical Practitioner.
- Burial or cremation of a deceased Insured Person abroad up to **£2,500**; or alternatively transportation costs of returning Home an Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary.

**We reserve the right to limit payment to what Our Medical Officer deems to be reasonable.**

**If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain abroad, Our liability to pay any further costs under this Section after that date will be limited to what We would have paid if Your repatriation had taken place.**

### **What is not covered:**

- a In respect of Annual Multi-trip policies and Single Trip policies to Zone 2, any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions, unless You have declared ALL Pre-existing Medical Conditions to Us and We have

written to You accepting them for insurance;

- b any costs incurred by You when You are engaging in Winter Sports unless You have purchased an Annual Multi-trip policy;
- c costs in excess of **£500** which have not been authorised by Us in advance (see Important Notes);
- d any pre-planned, pre-known or expected medical treatment or diagnostic procedure;
- e treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- f any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute, unforeseen illness or injury;
- g any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy or Childbirth;
- h treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre unless confirmed as medically necessary by Our Medical Officer;
- i treatment for cosmetic purposes unless Our Medical Officer agrees that such treatment is necessary as the result of an accident covered under this policy;
- j expenses incurred as a result of a tropical disease when You have not had the recommended inoculations and/or taken the recommended medication;
- k any costs incurred in Your Home Country other than in connection with transportation of You or Your remains to Home from abroad;
- l any costs where the transportation Home has not been arranged by Us;
- m any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;
- n air-sea rescue and transfer costs;
- o **£50 Policy Excess** except where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have used a European Health Insurance Card to effectively reduce the cost of Your treatment or medicines; or except when You have paid the appropriate Plus cover premium;
- p any costs incurred when engaging in Special Sports and Activities excluded or not mentioned under this policy unless You have referred these to Us and We have written to You accepting them for insurance;
- q any costs incurred by You when You are engaging in Winter Sports unless You have purchased an Annual Multi-trip policy;
- r anything mentioned in the General Exclusions.

## In an emergency

You should first check that the circumstances are covered by Our policy. Having done this please contact the number shown below, giving Your name, Your holiday reference number, and as much information as possible.

Please give Us a telephone, fax or telex number where We can contact You or leave messages at any time of the day or night.

**To comply with the terms and conditions of the insurance You MUST contact Us as soon as possible. You MUST obtain Our prior authorisation before incurring any expenses over £500 except in case of emergency. In case of emergency, if You are physically prevented from contacting Us immediately, You or someone designated by You must contact Us within 48 hours.**

**For assistance outside U.K. dial:  
+44 1444 442 967 - (non emergency)  
+44 1444 442 964 - (emergencies & repatriation)**

## Section 2 Emergency Dental Treatment

### What Is covered:

We will pay up to **£250** for each Insured Person for the costs of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in eating.

### What Is not covered:

- a the costs of any subsequent permanent or routine treatment;
- b any pre-planned or pre-known dental treatment or diagnostic procedure;
- c treatment which, in the opinion of Our Medical Officer, can reasonably be delayed until Your return to the country of departure;
- d any dental treatment or diagnostic procedure which is not solely for the immediate relief of pain or discomfort, or to alleviate distress in eating;
- e normal wear and tear;
- f any self-inflicted damage, including damage caused by tooth-brushing or any other oral hygiene activity;
- g any damage to dentures, other than whilst being worn by You;
- h dental treatment involving the provision of dentures or the use of precious metals;
- i any costs incurred in the Your Home Country;

**£50 Policy Excess** except where You have received inpatient treatment at a state hospital within the European Union, European Economic Area or Switzerland and You have used a European Health Insurance Card to effectively reduce the cost of Your treatment or medicines; or except when You have paid the appropriate Plus cover premium;

- k any costs incurred when engaging in Special Sports and Activities excluded or not mentioned under this policy unless You

have referred these to Us and We have written to You accepting them for insurance.

- l any costs incurred by You when You are engaging in Winter Sports unless You have purchased an Annual Multi-trip policy;
- m anything mentioned in the General Exclusions.

## Section 3 Additional Accommodation & Travelling Costs

### What is covered:

On condition that You contact Us first and We make all the travel arrangements, in the event of a valid claim for repatriation under Section 1 (Medical Emergency & Repatriation), We will pay up to an overall limit of **£750 (or £1,000 for Plus cover)** for each Insured Person for the following:

- If our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home and the return journey cannot take place on the original scheduled date, we will pay for the additional travelling costs and accommodation costs incurred by one person staying with You and accompanying You on the Trip home.
- Additional travelling and accommodation costs arranged by Us for one person required on medical advice, to fly out to You and accompany You Home.
- A return journey air ticket plus reasonable costs to enable a business colleague, where necessary, to replace You in Your location outside Your Home Country following Your medical repatriation or death during a Trip
- Additional travelling costs incurred in returning Home Your children under 18 years of age and insured under this policy if You are incapacitated and there is no other responsible adult to supervise them. A competent person will be provided to accompany the children Home.

### What is not covered:

- a any air travel costs in excess of a return economy/tourist class ticket;
- b accommodation costs other than the cost of the room;
- c for each child to be repatriated, their air travel costs in excess of a one-way economy/tourist class ticket;
- d any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy or Childbirth;
- e anything mentioned in the General Exclusions

## Section 4 Hospital daily benefit

### What is covered:

In the event of a valid claim under Section 1 (Medical Emergency & Repatriation) or Section 2 (Emergency Dental Treatment), when You are admitted to a recognised hospital abroad as an in-patient for more than

24 continuous hours, We will pay You a benefit of **£25 (or £50 for Plus cover)** per complete day of in-patient treatment up to a maximum under this policy of **£300 (or £600 for Plus cover)** per Insured Person.

#### What is not covered:

- a any claim arising in connection with a Trip solely within Your Home Country;
- b any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy or Childbirth;
- c anything mentioned in the General Exclusions.

## Section 5 Cancellation, Curtailment & Trip Interruption

### Cancellation & Curtailment

#### What is covered:

We will reimburse up to the final invoice cost (not exceeding £2,500 Standard/ £5,000 for Plus cover) per Insured Person in total under this policy for financial loss You suffer, being non-refundable deposits and amounts You have paid (or have contracted to pay), for travel and accommodation You do not use because of Your inability to commence travel or complete the Trip.

**Cancellation** cover applies if You have booked a Trip to take place within the Period of Insurance, but You are forced to cancel Your travel plans because of one of the following changes in circumstances, which is beyond Your control, and of which You were unaware at the time You booked the Trip. Please see also the Travel Delay cover (Section 6).

**Curtailment** cover applies if You are forced to cut short a Trip You have commenced, and return to Your Home Country, because of one of the following changes in circumstances which is beyond Your control, and of which You were unaware at the time You booked the Trip.

- Unforeseen illness, injury or death of You, a Close Relative or any person with whom You have arranged to travel or stay during the Trip.
- You abandoning Your Trip following the cancellation of or a delay of more than 12 hours in the departure of Your outward international flight, sea-crossing or international coach or train journey, forming part of the booked Trip's itinerary, as a result of Strike or Industrial Action (of which You were unaware at the time You booked the Trip), adverse weather conditions, or the mechanical breakdown of, or accident of, the aircraft, sea vessel, coach or train.
- You or any person with whom You plan to travel being called up for Jury Service or being subpoenaed as a witness in a Court of Law (other than in a professional or advisory capacity).
- If You are made redundant and You qualify for redundancy payment under current legislation.

- Accidental damage, burglary, flooding or fire affecting Your Home, occurring during the Trip or within 48 hours before You depart, when the loss relating to Your Home is in excess of **£1,500** and Your presence is required by the Police in connection with such events.
- Your compulsory quarantine.
- Your car or caravan becoming unusable as a result of theft, fire or road traffic accident within 7 days of Your departure. This only applies if You are planning to go on a self-drive trip in the car and/or caravan.

### Trip Interruption

#### What is covered:

On condition that You contact Us first, and that We make all the travel arrangements, We will pay necessary additional travelling costs incurred in returning You Home in the event You have a valid Curtailment claim. If the situation permits, and the period of Your original booked Trip has not expired, We will also pay necessary additional travel costs in transporting You back to the location abroad. Travel by air will be limited to one economy/tourist class ticket for each Insured Person.

**Trip Interruption** cover applies when You need to make an unscheduled return journey to Your Home Country during a Trip because of:

- the death, imminent demise, or hospitalisation due to serious accident or illness, of a Close Relative;
- accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, when a loss in excess of **£1,500** is involved and when Your presence is required by the Police in connection with such events.

If You cannot recoup the cost of any pre-paid accommodation, You may be able to submit a pro-rata Curtailment claim under this Section for such costs.

The maximum amount We will pay under Section 5 in total for cancellation, Curtailment and Trip interruption claims is **the final Invoice costs** per Insured Person.

#### Special conditions relating to claims

You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip in the event of unforeseen illness or injury.

In the event of Curtailment or interruption of the Trip, You must contact Us first and allow Us to make all the necessary travel arrangements.

If, at the time of requesting Our assistance in the event of a Curtailment or interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay whilst on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.

You must notify the Carrier or Travel Agent immediately You know the Trip is to be cancelled or curtailed, to minimise Your loss as far as possible. If You fail to notify the Carrier or Travel Agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

If You cancel the Trip due to unforeseen illness or injury You must provide a medical certificate from the treating General Practitioner stating that this prevented You from travelling.

If Your outward flight, sea-crossing or international coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier, specifying the reason for the cancellation.

If You cancel, curtail or interrupt Your Trip because Your presence is required by the Police in connection with accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, You must produce to Us written documentation from the Police confirming that the loss or damage occurred during the Trip - otherwise no claim will be paid.

Curtailment claims will be calculated from the date of return to Your Home Country.

#### What is not covered:

- a any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under **'What is Covered'**;
- b **In respect of Annual Multi-trip policies and Single Trip policies to Zone 2 only:**
  - any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance;
- c **In respect of Annual Multi-trip and all Single Trip policies:**
  - any claim arising directly or indirectly from any Medical Condition, known to You prior to the commencement of the Period of Insurance, affecting any Close Relative, travelling companion who is not insured under this policy or person with whom You intend to stay whilst on Your Trip, if:
  - a terminal diagnosis has been received prior to the commencement of the Period of Insurance; or
  - they were on a waiting list, or had knowledge of the need for surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the Period of Insurance;
  - or, during the 90 days immediately prior to the commencement of the Period of Insurance they had:
  - required surgery, inpatient treatment or hospital consultations; or
  - required any form of treatment or prescribed medication.
- d cancellation caused by pregnancy or childbirth unless the cancellation is certified by a Medical Practitioner as necessary due to Complications of Pregnancy or Childbirth;

- e claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
- f any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- g withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved;
- h failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- i change of plans due to Your financial circumstances except if You are made redundant and qualify for redundancy payment under current legislation;
- j any claim arising as a result of attendance of an Insured Person, or any other person on whom the holiday plans depend, in a Court of Law. This exclusion will not apply if You are called up for Jury Service or are subpoenaed as a witness (other than in any professional or advisory capacity);
- k any costs relating to airport taxes or air passenger duty. You should obtain a refund from Your carrier for such charges.
- l any cancellation, Curtailment or Trip Interruption caused by work commitment or amendment of Your holiday entitlement by Your employer;
- m any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked Trip;
- n prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action;
- o **£50 Policy Excess** or **£100** per party except when You have paid the appropriate Plus cover premium;
- p the cost of this policy;
- q anything mentioned in the General Exclusions.

## Section 6 Travel Delay

### What is covered:

If the departure of Your first outward or final inward international flight, sea crossing or coach or train journey forming part of a booked Trip and specified on Your ticket, is delayed as a direct result of Strike, Industrial Action, adverse weather conditions, or mechanical breakdown of aircraft, sea vessel, coach or train:

- for **more than 12 hours** beyond the intended **departure** time: We will pay the sum of **£20** per Insured Person for the first 12 hours Your departure is delayed and a further **£10** per Insured Person for each subsequent full 12 hours delay, up to a maximum of **£100 (or £200 for Plus cover)** in all per Insured Person per Trip; or

- for more than 12 hours beyond the intended departure time: You can choose instead to abandon Your Trip and submit a Cancellation claim under Section 5.

### Special conditions relating to claims

If You suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.

### What is not covered:

- a claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip;
- b withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved;
- c claims where You have not obtained written confirmation from the Carrier stating the period and reason for delay;
- d anything mentioned in the General Exclusions.

## Section 7 Missed Departure on the Outward Journey

### What is covered:

We will pay for reasonable additional travelling and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route, up to a maximum of **£300 (or £600 for Plus cover)** under this policy if You arrive at the airport, port or international coach or rail terminal too late to commence the outward journey abroad of Your booked Trip, as a result of:

- breakdown of or accident involving the vehicle in which You are travelling; or
- cancellation or curtailment of scheduled public transport due to adverse weather conditions, Strike or Industrial Action or mechanical breakdown, derangement or accident;

We will provide assistance by liaising with the Carrier and/or Tour Operator to advise of Your late arrival and, as necessary, We will make arrangements for overnight hotel accommodation and alternative international travel.

### Special conditions relating to claims

You must take every reasonable step to commence and complete the journey to the departure point and check in for the flight, sea crossing, coach or train journey on time.

You must obtain written confirmation from the Carrier stating the period and reason for delay.

### What is not covered:

- a claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You booked the Trip;
- b withdrawal from service of the aircraft, sea vessel, coach or train on which You are booked to travel, by order or recommendation of the regulatory authority

- in any country. You should direct any claim to the transport operator involved;
- c additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements;
- d claims for additional mechanical wear and tear or depreciation of Your vehicle or for mileage charges other than additional fuel and oil;
- e claims under this Section in addition to claims under Section 6 (Travel Delay);
- f claims due to You allowing insufficient time to complete Your journey to the departure point;
- g anything mentioned in the General Exclusions.

## Section 8 Personal Luggage

### What is covered:

If, in the course of a Trip, Your Personal Luggage is damaged, stolen, destroyed or lost (and not recovered), We will cover You up to an overall maximum of **£1,500 (or £2,500 for Plus cover)** per Insured Person in total under this policy.

Within this amount the following sub-limits apply:

- The maximum We will pay for any one Insured Person aged under 18 years old is **£500**.
- The maximum We will pay for any one article, or for any one Pair or Set of articles, is **£200 (or £250 for Plus cover)**. If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example a photograph of You wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of **£50**. Evidence of replacement value is not sufficient.
- The maximum We will pay for all articles lost, damaged or stolen in any one incident is limited to **£250** if You cannot provide satisfactory proof of ownership and value.
- The maximum We will pay under this policy for all Valuables owned by each Insured Person is limited to **£400 (or £500 for Plus cover)** (or **£100** if the Insured Person is aged under 18).
- The maximum We will pay for Personal Luggage or Valuables lost, damaged or stolen from a beach or pool-side is limited to **£100** per Insured Person.
- The maximum We will pay for sunglasses or prescription glasses of any kind is limited to **£150**.
- The maximum We will pay for mobile telephones is limited to **£100**.
- The maximum We will pay for any cigarettes or alcohol lost, damaged or stolen is limited to **£50** in total under this policy.

### Special conditions relating to claims

We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.

Claims are paid based on the value of the goods at the time that they are lost and not

on a 'new for old basis' or replacement cost basis; thus a deduction is made for wear, tear, and depreciation, bearing in mind the age of the items.

You must take suitable precautions to secure the safety of Your Personal Luggage, and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access.

If claiming for stolen or lost goods You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.

Within 24 hours of discovery of the incident, You must report loss of Personal Luggage to the local Police or to the Carrier, as appropriate, (damage to Personal Luggage in transit must be reported to the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management, or to the Tour Operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.

#### What is not covered:

- a any item loaned, hired or entrusted to You;
- b any loss, theft of, or damage to Personal Luggage left in an Unattended motor vehicle if:
  - the items concerned have not been locked out of sight in a Secure Luggage Area;
  - no forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; and
  - no evidence of such entry is available.
- c theft of Valuables from an Unattended motor vehicle except when locked out of sight in the glovebox, boot or covered luggage area of Your own motor vehicle while parked within the gated boundaries of the campsite where You are staying;
- d loss, theft of, or damage to, Valuables from checked-in luggage left in the custody of an airline and/or Valuables packed in luggage left in the baggage hold or storage area of another Carrier;
- e electrical or mechanical breakdown or derangement of the article insured;
- f wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- g confiscation or detention by Customs or other lawful officials and authorities;
- h dentures; bonds; securities; stamps or documents of any kind, including driving licences and passports; musical instruments; typewriters; glass; china; antiques; pictures; pedal cycles; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialised equipment relating to a trade or profession, unused mobile telephone rental charges or pre-payments;
- i damage to fragile or brittle articles unless by fire or resulting from an accident to a

- sea going vessel, aircraft or vehicle;
- j liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- k sports' gear whilst in use;
- l equipment used in connection with any winter sports or other sports and activities;
- m loss or theft of or damage to Money (please see Section 8);
- n losses from a roof or boot luggage rack (other than losses of camping equipment, which remains covered under this Section);
- o **£50 Policy Excess** except when You have paid the appropriate Plus cover premium;
- p anything mentioned in the General Exclusions.

## Section 9 Luggage Delay

#### What is covered:

If Your luggage is certified by the carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of **12 hours but less than 48 hours**, then You can claim an amount of up to **£50 (or over 48 hours up to £100)** per Insured Person for the purchase of essential items.

Such sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/or a claim is made under the Personal Luggage Section.

#### Special conditions relating to claims

You must provide receipts and a report from the Carrier confirming the length of the delay - otherwise no payment will be made.

#### What is not covered:

- a. any claim arising in connection with a Trip solely within Your Home Country;
- b. anything mentioned in the General Exclusions.

## Section 10 Money and Passport

#### What is covered:

- If during a Trip, the Money You are carrying on Your person or You have left in a safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum under this policy of **£300** per Insured Person in total.
- Where a safety deposit box is not provided We will pay any claims up to the limit shown above provided the Money was kept in a Secure Luggage Area, out of sight and there is evidence that Your accommodation has been broken into by forcible or violent means.
- The maximum We will pay for bank notes, currency notes and coins belonging to an Insured Person aged under 18 is **£50**.
- If Your passport is lost or stolen outside the country of departure during a Trip, We will pay up to **£250 (or £500 for Plus cover)**

per Insured Person in respect of reasonable additional travel and accommodation expenses You incur abroad to obtain a replacement passport. We do not cover the replacement cost of the passport itself.

#### Special conditions relating to claims

Within 24 hours of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the Tour Operator representative.

You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip - otherwise no claim will be paid.

You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins.

#### What is not covered:

- a shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities;
- b **£50 Policy Excess** except when You have paid the appropriate Plus cover premium;
- c anything mentioned in the General Exclusions.
- d anything that can be replaced by the issuer.

## Section 11 Personal Liability

#### What is covered:

If in the course of a Trip You become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, then:

On condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or in the event of Your death, Your legal personal representatives) against:

- all sums which You shall become legally liable to pay as compensation; and
- all law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to a maximum, including costs, of **£1,000,000 (or £2,000,000 for Plus cover)** under this policy. This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered:

- a injury to, or the death of, any member of Your family or household, or any person in Your service;
- b property belonging to, or held in trust by You or Your family, household or servant;
- c loss of or damage to property which is the legal responsibility of You or Your family, household or servant. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);
- d any liability which attaches by virtue of a

contractual agreement, but which would not exist in law in the absence of such an agreement;

- e claims for injury, loss or damage arising directly or indirectly from:
  - ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels, sail or powered boats (other than row boats, punts or canoes); animals (other than horses, domestic dogs or cats); firearms;
  - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
  - the ownership or occupation of any land or building;
  - wilful or malicious acts.
- f liability or material damage for which cover is provided under any other insurance;
- g accidental injury or loss not caused through Your negligence;
- h any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus, or to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused;
- i an Insured Person engaging in any Special Sports and Activities or Winter Sports where this policy specifically states that Personal Liability cover is excluded;
- j any costs incurred by You when You are engaging in Winter sports unless You have purchased an Annual Multi-trip policy;
- k any claim arising in connection with a Trip solely within Your Home Country;
- l **£100 Policy Excess** except when You have paid the appropriate Plus cover premium;
- m anything mentioned in the General Exclusions.

## Section 12 Personal Accident

### What is covered:

If You suffer Accidental Bodily Injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, We will pay to You or Your legal personal representatives the following benefits:

Cover	Benefit
Death	£5,000 (or £10,000 for Plus cover)
Loss of one or more Limbs, or total and irrecoverable Loss of Sight in one or both eyes	£10,000 (or £20,000 for Plus cover)
Permanent Total Disablement	£10,000 (or £20,000 for Plus cover)

### What is not covered:

- a injury not caused solely by outward, violent and visible means;
- b Your disablement caused by mental or psychological trauma not involving Your bodily injury;
- c disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- d any payment per Insured Person in excess of **£10,000 (or £20,000 for Plus cover)**;
- e any payment in excess of **£1,000** arising from death of Insured Persons under 18 years of age or over 65 years of age;
- f any payment in excess of **£1,000** arising from the Permanent Total Disablement of Insured Persons over 65 years of age;
- g an Insured Person engaging in any Special Sports and Activities or Winter Sports where this policy specifically states that Personal Accident cover is excluded;
- h any costs incurred by You when You are engaging in Winter Sports unless You have purchased an Annual Multi-trip policy.
- i anything mentioned in the General Exclusions.

## Section 13 Legal Protection

### What is covered:

We will provide telephone advice, guidance and assistance on any legal problem, which arises in connection with a Trip or in connection with Your Home. This service is available when You start Your Trip until 7 days after You return Home.

If You suffer death, illness or personal injury during the Trip, or if Your Home suffers damage during the Trip, then in the event that You or Your personal representatives decide to take out legal proceedings in pursuit of compensation, and **We consider that You are likely to obtain a reasonable settlement:**

We will advance on Your behalf:

- Up to **£10,000 (or £20,000 for Plus cover)** in total under this policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a Court outside Your Home Country requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of **£250**.
- When We have begun proceedings on Your behalf and You receive no compensation, or only limited compensation, We will cover You against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, up to **£10,000 (or £20,000 for Plus cover)** in total under this policy per Insured Person (and in total for all Insured Persons in

connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

### Special conditions relating to claims

We shall have complete control over the legal proceedings although You do not have to accept the lawyer nominated by Us.

Lawyers must be qualified to practice in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this Section is resident.

If You are unable to agree with Us on a suitable lawyer We will ask the ruling body for lawyers in that country to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and payment is received by You, or by a lawyer instructed on Your behalf, then all sums advanced or paid by Us shall be repaid out of the compensation received.

We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.

We will not begin legal proceedings in more than one country in respect of the same occurrence.

You must notify Us as soon as possible of any incident which may give rise to a claim, and at the latest, within 90 days.

### What is not covered:

- a costs or expenses incurred without prior authorisation by Us;
- b any incident, which may give rise to a claim, not notified to Us within 90 days;
- c the pursuit of a claim against Us, Our agent or an Insurer underwriting any Section of this policy, or a Travel Agent, Tour Operator or Carrier;
- d actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
- e any advice or any claim arising in connection with a Trip solely within Your Home Country;
- f **£100 Policy Excess** except when You have paid the appropriate Plus cover premium;
- g anything mentioned in the General Exclusions.

## Section 14 Pet Cover

### What is covered:

- For Plus policies only, We will pay **£20 per complete 24 hours** up to a maximum of **£100**, for extra kennel or battery fees if the departure of Your final inward international flight, sea crossing or coach or train journey forming part of a booked Trip and specified on Your ticket, is delayed as a result of Strike, Industrial Action, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train. **You must be delayed by at least 24 hours.**

### Special conditions relating to claims

If You suffer delays You must obtain written confirmation from the Carrier stating the period and reason for delay.

You must also get a written statement from the appropriate kennel or cattery confirming any extra charges that You have to pay.

#### What is not covered:

- claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip;
- claims where You have not obtained written confirmation from the Carrier stating the period and reason for the delay;
- claims where You have not obtained written confirmation from the appropriate kennel or cattery confirming the extra charges;
- any claim arising in connection with a Trip solely within the Home Country;
- any kennel or cattery fees You pay outside the Home Country as a result of quarantine regulations;
- any costs related to domestic pets other than cats or dogs that You own;
- anything mentioned in the General Exclusions.

## Winter Sports Cover

Your main Travel Insurance policy specifically excludes participating in or practising Winter Sports. If You are under 65 years of age, Your policy can be extended to cover some of these sporting activities when You have purchased an Annual Multi-trip policy.

#### When are You covered for Winter Sports?

If You have purchased an Annual Multi-trip policy and You are under 65 years of age, You are covered when taking part in Winter Sports for one Trip of up to 17 consecutive days during the Period of Insurance.

This policy will cover You when You are engaging in the following sports and activities on a non-competitive and non-professional basis during Your Trip: Ice skating (outdoor), Skiing (off piste but on recognised and authorised areas only), Skiing (on piste/glacier), Snowboarding (off piste but in recognised and authorised areas only), Snowboarding (on piste), Tobogganing.

You will **not** be covered for any claims arising directly or indirectly when engaging in or practising for the following sports and activities:

Bobsleigh, Heli-skiing, Ice Hockey, Ice sailing/ Ice windsurfing, Luge, Paraskiing, skeleton, Ski jumping, Ski Racing, Ski Stunting, Skidoo, Skiing off piste outside recognised and authorised areas, Snow Mobiling or Snowboarding off-piste outside recognised and authorised areas.

You are **not** covered when engaging in organised competitions or when signing against local authoritative warning or advice.

If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubts as to whether cover will apply, please call Our Travel Helpline on **0844 338 5806**.

#### What is covered

Benefits under the Sections of cover in Your main travel insurance policy are extended to cover Winter Sports as follows. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all Sections in respect of Winter Sports. You must read these extensions in conjunction with Sections 1-12 and refer back to them when appropriate for full cover details.

## Section 15 Cancellation and Curtailment

#### What is covered in addition to Section 5:

- Financial loss You suffer in connection with deposits You cannot recover, or for payments You have made (or have contracted to pay) for unused ski pass or ski school fees.
- If You are certified by a Medical Practitioner at the ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, We will pay You a proportionate refund in respect of charges for unused ski-pack.

## Section 16 Skis, Ski Equipment & Ski Pass

#### What is covered in addition to Section 8:

- We will pay up to **£250 Standard/ £500 Plus** per Insured Person if skis and ski equipment belonging to or hired by You is/are damaged, stolen, destroyed or lost (and not recovered) in the course of a Trip.
- We will pay up to **£100 Standard/ £250 Plus** per Insured Person if Your ski pass You are carrying on Your person or have left in a safety deposit box is lost, stolen, damaged or destroyed in the course of a Trip.

Skis and ski equipment are covered against damage or loss whilst in use.

Skis are covered when locked to a roof rack, which is itself locked to the roof of the vehicle.

#### Special conditions relating to claims:

You must take sufficient precautions to secure the safety of Your skis, ski equipment and ski pass and must not leave them unattended at any time in a place to which the public has access.

## Section 17 Luggage Delay

#### What is covered:

If Your luggage is certified by the Carrier to have been misplaced for more than 12 hours on the outward journey of a Trip, then You can claim up to **£10 Standard/ £15 Plus** per day, with a maximum under this policy of **£150 Standard/ £300 Plus** per Insured Person, for hire of replacement skis and ski equipment. You must provide Us with receipts and written confirmation from the Carrier confirming the delay.

#### What is not covered:

Anything mentioned in the General Exclusions.

## Section 18 Piste Closure

#### What is covered:

If during Your Trip You are prevented from skiing at the pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), We will reimburse up to **£10 Standard/ £20 Plus** per day to a maximum of **£100 Standard/ £200 Plus** per Insured Person:

- for all reasonable travel costs and lift pass charges You have to pay to travel to and from a similar area to ski; or
- as a cash benefit payable if no suitable alternative skiing is available.

#### What is not covered

- claims arising from closure of the resort lift system due to avalanches or dangerous high winds.
- Trips in the Northern Hemisphere outside the period commencing 1st December and ending 31st March.
- Trips in the Southern Hemisphere outside the period commencing 1st May and ending 30th September.
- anything mentioned in the General Exclusions.

## Section 19 Avalanche or Landslide

#### What is covered:

If following avalanches or landslides, access to and from the ski resort is blocked or scheduled public transport services are cancelled or curtailed We will pay up to **£15 Standard/ £30 Plus** per day to a maximum of **£75 Standard/ £150 Plus** per Insured Person for reasonable extra accommodation and travel expenses. Evidence of limited access will be required.

## UK Cover

Where You have purchased an Annual Multi-trip policy, this policy will cover You for each Trip You undertake solely within the UK Area provided You have pre-booked a minimum of 5 consecutive nights in paid accommodation away from Home. All conditions and exclusions (except where mentioned below) continue to apply to the Sections mentioned.

## Section 20 UK Medical Transfer

#### What is covered:

Medical transfer if You are hospitalised 50 miles or more from Home, either through sudden illness or accident, in the course of a Trip within Your Home Country. We will arrange and pay for Your transfer to a suitable

hospital near Your Home when it becomes medically feasible. As necessary We will also arrange and pay for a medical escort to accompany You.

#### What is not covered:

- a claims when We have not been contacted at the time You are hospitalised or when We have not given You Our prior authorisation that We will pay the costs
- b You being hospitalised less than 50 miles from Home
- c any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions, unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance
- d anything mentioned in the General Exclusions.

## Section 21 Additional Accommodation costs

#### What is covered:

In the event of a valid claim under Section 20 UK Medical Transfer, You are covered for additional accommodation costs as described in Section 3 Additional Accommodation and Travelling costs.

## General conditions applying to all sections

- 1 In respect of Annual Multi-trip policies, no cover will come into force, or continue in force, under Sections 1,2,3,4 and 5, unless each Insured Person, who by reason of the Important Health Requirements must make a Medical Health Declaration in respect of the period for which insurance is required, has declared ALL Pre-existing Medical Conditions to Us and they have been formally accepted by Us in writing.
- 2 Any medical information supplied in a Medical Health Declaration will be treated in the strictest confidence, will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any outside person or authority without the specific approval of the person whose details are shown in the Medical Health Declaration. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person travelling is substantially greater than that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a Medical Health Declaration shall be borne by You.
- 3 During each Period of Insurance and before You depart on each Trip You must declare to the Medical Screening Helpline any change in Your health or medical status. This change must be accepted in writing by Us before cover will be continued. If in doubt as to whether any change is material, You should contact the Medical Screening Helpline.
- 4 You must declare to Us all Material Facts which are likely to affect this insurance.
- 5 You must exercise reasonable care for the supervision and safety of both You and Your property. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured.
- 6 You must avoid needless self-exposure to peril unless You are attempting to save human life.
- 7 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 8 You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact the Travel Helpline on **0844 338 5806**.
- 9 In the event of an emergency or any occurrence that may give rise to a claim for more than £500 under this insurance, You must contact Us as soon as possible. You must make no admission, offer, promise or payment without Our prior consent. **Please Telephone Us first.**
- 10 We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and You shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 11 We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 12 Where it is possible for Us to recover sums that We have paid out under the terms of the policy, You will co-operate fully with Us in any recovery attempt We make and We will pay all costs associated with the recovery of Our outlay. You agree not to take any action that may prejudice Our recovery rights and will advise Us if You instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums We have paid out under the terms of the policy will be reimbursed from any recovery made.
- 13 You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time and at Our expense take such action as We deem fit to recover the property lost or stated to be lost.
- 14 In the event of a valid claim You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim.
- 15 You must notify Us in writing of any event which may lead to a claim, within 28 days of Your return Home. As often as We require You shall submit to medical examination at Our expense. In the event of the death of an Insured Person We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We reasonably require.
- 16 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 17 We may give 7 days notice of cancellation of this policy by recorded delivery to You at Your last known address. In this case We shall refund to You the unexpired pro-rata portion of the premium You have paid.
- 18 If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged. Please see the details shown under Customer Satisfaction. Using this service will not affect Your legal rights. If You are unsure of Your legal rights, You should contact the Citizens' Advice Bureau.
- 19 You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- 20 This policy is subject to the Laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- 21 You must pay the appropriate premium for the full number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 22 When engaging in any sport or holiday activity (not excluded under General Exclusion 15) You must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and You must use all appropriate precautions, equipment and eye protection.
- 23 Although We are prepared to cover You when undertaking certain sports and activities, the availability of the insurance cover does not, in itself, imply that We or the underwriters consider such sports and activities as safe. At all times You must satisfy yourself that You are capable of safely undertaking the planned sport or activity and You must take care to avoid injury, accident or loss to yourself and to others.

## General exclusions applying to all sections

### No Section of this policy shall apply in respect of:

- 1 Any person who has reached the age of 80 years prior to the commencement of the Period of Insurance.
- 2 Any person practicing in Winter Sports who has reached the age of 65 years prior to the commencement of the Period of Insurance.
- 3 Claims arising from a Material Fact or facts, which have not been disclosed to Us and accepted by Us in writing prior to the commencement of the Period of Insurance.
- 4 Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Personal Accident cover under Section 11.
- 5 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 6 We will not pay for any losses which are not directly covered by the terms and conditions of this policy. Examples of losses We will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a trip and replacement locks if You lose Your keys.
- 7 Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs (unless pre-authorised by Us or part of a valid claim under Section 1 (Medical Emergency & Repatriation), Section 5 (Cancellation, Curtailment & Trip Interruption) or Section 9 (Money & Passport)).
- 8 Any deliberately careless or deliberately negligent act or omission by You.
- 9 Any claim arising or resulting from Your own illegal or criminal act.
- 10 Needless self-exposure to peril except in an endeavour to save human life.
- 11 Any claim arising directly or indirectly from Your drug addiction or solvent abuse, excessive alcohol intake, or You being under the influence of alcohol or drug(s).
- 12 Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, or intentional self-injury.
- 13 You engaging in Manual Work in conjunction with any profession, business or trade during the Trip.
- 14 You engaging in any Winter Sports unless

they have purchased an Annual Multi-trip policy.

- 15 You engaging in or practising for the following sports and activities: Abseiling, American Football, Bobsleigh, Boxing, Bungee Jumping, Canyoning, Caving/Cave Diving, Cricket, Cycle Touring, Flying as a pilot, Gliding, Hang-Gliding, Heli-skiing, High Diving, Hiking (over 6,000 metres altitude), Hockey, Hot Air Ballooning, Horse Jumping, Horse Racing, Hunting/Shooting, Hunting-on-horseback, Hurling, Ice Hockey, Ice-skating (outdoor), Jet Boating, Jet Skiing, Luge, Marathons, Martial Arts, Microlighting, Motorcycling, Motor Racing, Mountaineering, Mountain Biking, Off-piste skiing or snowboarding (outside recognised and authorised areas), Parachuting, Paragliding, Parasailing, Paraskiing, Point-to-point, Polo, Potholing, Professional Sports, Quad Biking, Rock Climbing, Rock Scrambling, Rugby, Sandboarding, Sand Yachting, Scuba Diving, Sea Canoeing, Skeleton, Skidoo, Skiing, Ski jumping/racing/stunting, Sky Diving, Snowboarding, Snow Mobiling, Steeplechasing, Surfing, Team sports played in competitive contests, Tobogganing, Trekking (over 6,000 metres altitude), Water Skiing, Weight Lifting, White/Black Water Rafting (Grade 5 and 6), Wrestling and Yachting outside territorial waters or any other activities not mentioned under this policy unless You have referred these to Us and We have written to You accepting them for insurance.
- Please note that this exclusion shall not apply to participation in activities operated by PGL and arranged in conjunction with Your holiday.
- If You are undertaking a pursuit or activity which is not listed in this policy or are in any doubt as to whether cover will apply, please call Our Travel Helpline on 0844 338 5806.
- 16 You fighting except in self-defence.
  - 17 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of

any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion does not apply to claims under Section 1 (Medical Emergency & Repatriation) and Section 12 (Personal Accident).

- 18 You travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
- 19 Loss or destruction or damage or any expense whatsoever resulting from: ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 20 Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date or to correctly operate as a result of a computer virus - except under Section 1 (Medical Emergency & Repatriation), and Section 11 (Personal Accident). Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all.
- 21 Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 22 Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
- 23 Loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by Us and/or acting on Our behalf) unless negligence on Our part can be demonstrated.

## Important Notice

Under the new European Union (EU) travel regulations, You are entitled to claim compensation from You Carrier if any of the following happen:

### 1 Denied boarding and cancelled flights

If You check in on time but You are denied boarding because there are not enough seats available or if Your flight is cancelled, the Carrier must offer You financial compensation.

### 2 Long Delays

If Your flight is delayed for more than five hours, the airline must offer to refund Your ticket.

### 3 Luggage

If Your checked-in luggage is damaged or lost by an EU airline, You must claim compensation from the Carrier within seven days. If Your checked-in luggage is delayed, You must claim compensation from the Carrier within 21 days of its return. You can download full details from [http://europa.eu.int/comm/transport/air/rights/index\\_en.htm](http://europa.eu.int/comm/transport/air/rights/index_en.htm)

## Customer satisfaction

**Our Promise of Service:** We aim to provide a first class service at all times. However, if You have a complaint You should contact Us in the first instance at:

Quality Department, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

Telephone: 0844 338 5799 Or by e-mail on: [quality@europ-assistance.co.uk](mailto:quality@europ-assistance.co.uk)

If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision, You have the right to make an appeal.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.

If You are not satisfied with the results of Our investigation You have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at :

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone : 0845 080 1800

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision.

## Cancellation provisions

### Right to return the insurance document

Unless Your Trip will be completed within 1 month of buying this insurance, You have the right to cancel any policy or insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

**Cancellation by the Insured Person** If You subsequently give notice in writing or by telephone to Us to cancel this policy such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If the notice of cancellation is received within the 14 day Cooling-off Period the premium will be refunded in full less any sum that We have paid in respect of any claims made. If the notice of cancellation is received outside the 14 day Cooling-off Period and You have not made a claim or sought assistance under the policy then You will be entitled to a pro-rata refund of premium in accord with the remaining term of the policy less an administration fee.

**Cancellation by Us** We may give 7 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

**Premium position upon cancellation by Us or in respect of an Annual Multi-trip policy following the death of the Insured Person (except when it is the subject of a claim occurring in the course of a Trip):** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate.

If however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

Effective time of cancellation This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

## Data Protection Act 1998 Notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by the Medical Screening Helpline should be directed to the Data Compliance Manager, Bishopscourt Affinity Solutions Limited, 6th Floor, Regent House, Hubert Road, Brentwood, Essex, CM14 4JE.

Enquiries in relation to data held by Europ Assistance Holdings Limited should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## If you are deaf or hard of hearing

The following number is available for deaf, hard of hearing and speech impaired customers who have access to a minicom telephone: **01444 450389**

## Requesting assistance

In an emergency, first check that the circumstances are covered by this policy. Having done this telephone Europ Assistance stating Your name and policy number.

## Helpline numbers

**Medical Screening Helpline 0844 338 5809**

**Travel Helpline 0844 338 5806**

**Medical Emergency & Repatriation**

**0844 338 5802**

from abroad +44 1444 442 964

**Medical Referral Abroad (Non-emergency)**

**0844 338 5805**

from abroad +44 1444 442 967

**Legal Advice & Legal Expenses Claims**

**0844 338 5803**

from abroad +44 1444 442 965

**Travel Claims 0844 338 5804**

from abroad +44 1444 442 966

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

**[www.europ-assistance.co.uk](http://www.europ-assistance.co.uk)**

Europ Assistance Holdings Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance
- for the insured vehicle
- within the Geographical Limits
- following payment of the appropriate premium
- on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this policy meets Your individual requirements.

All benefits under this Policy are underwritten by Europ Assistance Insurance Limited of Sussex House, Haywards Heath, West Sussex, RH16 1DN.

This policy is effected in England and is subject to the Laws of England and Wales whose Courts alone shall have jurisdiction in any disputes.

Europ Assistance Holdings Limited and Europ Assistance Insurance Limited are authorised and regulated by the Financial Services Authority.

### Important Vehicle Health Check

The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a Trip abroad.

Will a routine service fall due before the end of Your intended Trip? Or, are there any parts on Your vehicle that You are aware may need replacing before the end of Your Trip?

If so, You should have Your vehicle serviced at least 10 days before Your Trip to allow sufficient time to carry out any repairs necessary.

Don't forget that replacing such items abroad will disrupt Your Trip, may not be practicable within Your travel timescale, and could cost You significantly more than in the UK.

The benefit under Section 1 – Cover Prior to Departure – will NOT apply if You leave any such work until the final 10 days.

Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents.

If You call Us for assistance, and Our mechanic reports to Us that it is evident You have not maintained Your vehicle in a state fit to complete Your intended Trip, You will have to pay all the costs arising from Our intervention.

### Meaning of words

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

**Geographical limits:** The following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Islands, Channel Islands (not covered as a destination for Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Morocco, Netherlands Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

**Hire or Reward:** Any public or private hire which includes any payment in cash or kind (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

**Insured party:** The Insured Persons travelling together on the same Trip, all insured under one Policy.

**Insured person(s) or You/Your:** Each insured person named on the booking invoice and for whom the appropriate premium has been paid, resident in the UK Area.

**Insured vehicle:** The vehicle for which premium has been paid, owned by or the responsibility of the Policyholder:-

- being cars; motorised caravans (**when the additional premium has been paid**); light vans; estate cars; 4x4 sport utility vehicles; motorcycles over 250cc.
- less than 10 years old at the commencement date of the Trip (or less than 15 years old **when the additional premium has been paid**),
- towed caravans or trailers of proprietary make (**when the additional premium has been paid**);
- not used by You for Hire or Reward;
- registered in the UK Area, and normally kept at the Policyholder's home address;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 8m, height 3m, width 2.30m, (please note, vehicles longer than 7 metres may require extended service response times);
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, to a maximum of eight persons, including the driver.

### Period of insurance:

In respect of Single Trip policies, cover under Section 1 commences 7 days prior to departure of the booked Trip providing You have not purchased this Policy within ten days of Your planned departure date. All other benefits apply for the period of Your Trip, including the direct outward journey from Home. All benefits (other than Legal Advice which continues to apply for 7 days after You return home) terminate on completion of Your direct return journey to Home, and at the latest, on expiry of the period of cover for which premium has been paid.

For Annual Multi-trip policies, the 12 month period starting from the commencement date shown on the confirmation invoice, which shall be at least 24 hours following the date the Policyholder applies for cover. Cover under Section 5 begins up to seven days before You start Your Trip. Cover for all other sections applies for the length of each Trip. Please note - During the annual Period of Insurance You will be covered for Trips You undertake in the Geographical Limits, on condition that the total period You spend travelling on such Trips does not exceed a total of 91 days (irrespective of the number of individual Trips You undertake).

**Plus cover:** On payment of an additional premium, increased benefit levels are available under certain sections of this policy.

**Replacement Parts:** Those mechanical or electrical components that are essential to return the insured vehicle to a roadworthy condition.

**Track day:** when Your car is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples include Nurburgring (Germany) and Cadwell Park in the UK.

**Trip:** A pre-booked journey abroad in the Insured Vehicle within the countries of the Geographical Limits, during the Period of Insurance, commencing and ending in the UK Area, and not exceeding 31 consecutive days (and a total of 91 days within the Period of Insurance for Annual Multi-trip policies). (**unless an additional premium has been paid for Trips up to a maximum of 91 days under Single Trip policies**).

Please note: Cover applies door-to-door, so all the appropriate benefits apply within the UK Area during Your direct journeys between home and the port or international rail terminal.

If, however, You have not paid the additional premium and Your Trip is planned to exceed 31 consecutive days in length, then no cover at all will apply under this Policy in respect of those days in excess of this and You will need to make alternative insurance arrangements.

**UK Area:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**We, Our or Us:** Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## Section 1 Cover prior to departure

If the Insured Vehicle is lost, immobilised or made unroadworthy as a result of breakdown, accident, fire or theft occurring in the seven days immediately before Your arranged departure date, We will pay up to £1,000 in total under this Policy towards:

Hire of a suitable replacement vehicle, where available, to enable You to carry out Your original Trip if:

- i The Insured Vehicle, if stolen, is not recovered before Your arranged departure date.  
or
- ii The Insured Vehicle cannot be repaired within 24 hours following the booked time of departure for the Trip,

We will pay for the rental charge, collision damage waiver and any necessary drop off charge.

Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider

The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where Your original route is unavailable, the nearest suitable alternative sea crossing), if the Insured Vehicle is repaired within 24 hours after the original time You had planned to depart on the Trip.

Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your vehicle may be unavailable for the planned Trip.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of Your vehicle.
- precise details of the breakdown or damage.
- breakdown, when occurring, was sudden and unforeseen.
- repairs cannot be effected before the date You plan to begin Your Trip

### What is not covered:

- a any claim under this section resulting from breakdown if You have purchased this insurance less than TEN days before Your planned date of departure.
- b any claim under this section when actual or imminent breakdown of Your vehicle is diagnosed or discovered in the course of a service carried out less than TEN days prior to Your planned date of departure.
- c loss of use of a vehicle hired to You.
- d the cost of fuel and oil used in any replacement vehicle.
- e the cost of any optional Personal Accident insurance or other benefit not specifically covered under this policy.
- f Trips solely within the UK Area.

**When You have paid the premium more than 10 days prior to the commencement of the Trip for PLUS COVER, the limit under Section 1 is increased to £1,500**

## Section 2 Roadside Assistance

If the Insured Vehicle is immobilised or made unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, We will arrange, and pay up to a maximum under this Policy of £250, for roadside assistance and, if necessary, transport the Insured Person(s) and the Insured Vehicle to the nearest suitable repairer.

Any garage or specialist undertaking repair work (other than at the roadside) will be acting as Your agent for such repair work.

### What is not covered:

- a labour charges in excess of £50.
- b the cost of replacement parts or other materials.
- c any winching costs or the use of specialist off-highway-recovery equipment.

## Section 3 Replacement Parts

If the Insured Vehicle needs replacement parts during a Trip outside the UK Area, and these are not available locally, then on receipt of Your instructions We will undertake to obtain them elsewhere, and will pay all freight charges involved in despatching them to the location of the Insured Vehicle.

We will endeavour to provide the replacement parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will pay the cost of location and transport of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to Us by You, by a debit to Your credit or charge card or by a prior deposit of funds in the UK Area.

When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense to the supplier.

If You instruct Us to obtain Replacement Parts and these are not subsequently required, or You do not await their arrival, or You have instructed Us to order the incorrect Replacement Parts, You will be responsible for the net cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If You request a repairing garage or dealer to specify Replacement Parts then the instructions from the garage or dealer will be treated as coming from You.

### What is not covered:

- a the actual costs of any parts.
- b forwarding charges in excess of the market value of the vehicle.
- c forwarding charges for non-essential replacement parts.
- d any costs that exceed £600

## Section 4 Break-In Emergency Repairs

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the Trip, We will pay up to £100 in total under this Policy for immediate emergency repairs and/or replacement parts, necessary to place the Insured Vehicle in a secure condition to continue the Trip.

**You must obtain a Police Report within 24 hours of the incident which gives rise to a claim.**

### What is not covered:

- a damage to paintwork or other cosmetic items.
- b costs incurred following Your return Home.
- c Trips solely within the UK Area.

**When You have paid the premium for PLUS COVER the limit under Section 4 is increased to £200**

## Section 5 Vehicle Out Of Use

If the Insured Vehicle is lost, immobilised or made unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be completed within 24 hours, We will pay up to a maximum of £1,000 in total under this Policy for:

**5.1** The additional cost of transporting You, with Your luggage, to Your destination by public transport OR for the immediate hire of a replacement vehicle, where and when obtainable whilst the Insured Vehicle remains unserviceable.

We will pay for the rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop off charge.

Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.

If We are unable to arrange a suitable replacement vehicle as Your party is too large, or where it is not available under the suppliers hire terms, You will be required to select one of the other benefits under this section.

**When You have paid the premium for PLUS COVER the limit under Section 5.1 is increased to £1,500**

### OR ALTERNATIVELY

**5.2** The cost of local overnight hotel accommodation while You wait for repairs to be completed. We will pay Bed & Breakfast only costs up to a maximum of £30 per Insured Person per night up to a maximum of £1,000 in total, on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay if the loss of use of the Insured Vehicle had not occurred.

**When You have paid the premium for PLUS COVER the limit under Section 5.2 is increased to £60 per Insured Person per night up to a maximum of £1,500**

#### What is not covered:

- a the cost of fuel and oil used in any replacement vehicle.
- b the cost of any optional Personal Accident insurance or other benefit not specifically covered under this policy.
- c costs incurred outside the period of the Trip.
- d tolls, fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e Trips solely within the UK area.

## Section 6 Alternative Driver

When You have paid the premium for Plus Cover, if the driver is declared medically unfit to drive the Insured Vehicle in the course of a Trip, or has to return Home early because of what We agree is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, We will pay all necessary additional costs incurred to repatriate the Insured Vehicle to Home. At Our option We may elect to provide a qualified driver to drive back the Insured Vehicle and passengers.

#### What is not covered:

Trips solely within the UK Area.

## Section 7 Repatriation

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, We will pay:

- the cost of transporting You, together with Your hand luggage and valuables, back to Your Home address in the UK Area if the Insured Vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of Your return Home. The means of transport to be employed shall be at Our discretion.
- the cost of transporting the Insured Vehicle to Your Home address in the UK Area if repairs cannot be carried out abroad (or the Insured Vehicle, if stolen, has been recovered but is no longer in a roadworthy condition), by the intended time of Your return Home. We will pay for necessary garage storage costs up to £100 and costs of transportation and delivery, including any additional shipping costs.

OR

When agreed in advance by Us, We will pay the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to Your home in the UK Area.

The maximum We will pay under this Policy to repatriate the Insured Vehicle will be limited to its current market value in the UK Area.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the UK Area, and when You confirm to Us that these repairs will be put in hand.

If You are repatriated by Us, We will pay the cost of transporting Your personal possessions,

other than hand luggage and valuables, to Your Home address either together with or separately from the Insured Vehicle.

If a replacement vehicle has been given, once the vehicle has returned to the Policyholders Home address within the UK Area, it will no longer be covered irrespective of whether the original Insured Vehicle is still in the process of repatriation.

**When You have paid the premium for PLUS COVER prior to commencement of the Trip, then in the event that We are repatriating the Insured Vehicle in the event of BREAKDOWN abroad We will pay up to a maximum under this policy of £150 for a replacement hire car at Home pending return of the Insured Vehicle.**

**Please note: You will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.**

#### What is not covered;

- a repatriation of vehicle occupants injured in an accident involving the Insured Vehicle.
- b Trips solely within the UK Area.

## Section 8 Customs Regulations

If as the result of fire, theft, accidental damage or breakdown occurring outside the UK Area during a Trip:

- The Insured Vehicle is beyond economic repair, We may arrange for its disposal under Customs supervision in the country where it is situated. In this case We will deal with the necessary Customs formalities.
- The Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or You inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then We will pay Your liability for any duty claimed from You. We will not pay the cost of any other import duties imposed by Customs.

## Section 9 Motoring Legal Protection

### 9.1 Telephone Advice

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with a Trip or in connection with Your Home. This service is available when You start Your Trip until seven days after You return Home.

### 9.2 Bail Bond

Following a debit to Your credit or charge card, or a prior deposit of funds in the UK Area, in Our favour We will guarantee up to £1,000 to enable You to provide Bail or other security to any judicial authority to secure Your release and/ or the release of the Insured Vehicle if detained in connection with a road traffic accident.

### 9.3 Motoring Defence

We will pay up to £1,000 in respect of legal costs incurred in defending You in a Court outside the UK Area against an alleged motoring offence involving the Insured Vehicle during a Trip.

You must notify Us within 28 days of receiving a summons.

#### What is not covered:

- a alleged offences involving breaking the speed limit only, when no other offence is involved.
- b the defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- c costs or expenses incurred without prior authorisation by Us.
- d any claim not notified to Us within 28 days of Your receiving the summons.
- e Your travelling and subsistence expenses.
- f fines awarded against You.
- g driving under the influence of drink and/or drugs or driving above the legally permitted blood/alcohol level.

### 9.4 Legal Expenses

If You suffer death or personal injury during the Trip as the result of a road traffic accident, then in the event that You or Your personal representatives decide to take out legal proceedings in pursuit of compensation, and We consider that a reasonable settlement is likely to be obtained:

- We will advance on Your behalf:
  - i Up to £10,000 in total under this Policy per Insured Person (and in total per Insured Party) for legal costs and expenses directly incurred in the pursuit of these proceedings. When You have paid the premium for Plus Cover the limit is increased to £20,000.
  - ii Additional travel expenses in the event that a Court abroad requires You to attend in connection with an event giving rise to an action under this Section, up to a maximum per Insured Person of £250.
- When We have instituted proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of the proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation You have received, with a limit of £10,000 in total under this Policy per Insured Person (and in total per Insured Party). This benefit will be offset against the advance described above. When You have paid the premium for Plus Cover the limit is increased to £20,000.

We shall have complete control over the legal proceedings although You do not have to accept the lawyer nominated by Us. Lawyers must be qualified to practise in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this Section is resident. If You are unable to agree with Us on a suitable lawyer We will ask the ruling body for lawyers

in that country to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and payment is received by You, or by a lawyer instructed on Your behalf, then all sums advanced or paid by Us shall be repaid out of the compensation received.

We will not institute legal proceedings in more than one country in respect of the same occurrence.

You must notify Us as soon as possible of any incident which may give rise to a claim, and at the latest, within 90 days.

When You have also purchased Personal Travel Insurance, the maximum We will pay under this Section and the Legal Section of Your Personal Travel Insurance combined is **£10,000** or **£20,000** if the Plus Cover has been purchased.

#### What is not covered:

- a costs or expenses incurred without prior authorisation by Us.
- b any incident which may give rise to a claim not notified to Us within 90 days.
- c the pursuit of a claim against Us, Our agent or an Insurer underwriting any section of this Policy, or a Travel Agent, Tour Operator or Carrier.
- d actions between Insured Persons, or actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
- e any advice or any claim arising in connection with a Trip undertaken solely within the UK Area.
- f anything mentioned in the General Exclusions.

#### General Exclusions

No Section of this Policy shall apply in respect of:

- 1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; and kit cars.
- 2 Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 3 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 4 Vehicles being used by You for Hire or Reward during the Trip or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests or practising for such events.
- 5 The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.

6 Vehicles not in a roadworthy condition at the time cover is effected.

- 7 Any deliberately careless or deliberately negligent act or omission by You.
- 8 Claims arising from loss of or damage to contents of the Insured Vehicle.
- 9 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10 Loss or destruction or damage, or any loss or expense whatsoever resulting from:

- a ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 11 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this Policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
  - 12 The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.

13 Subsequent loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.

14 Any tolls, fines, parking charges, or congestion charges arising from use of a replacement vehicle.

15 Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.

16 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.

17 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your vehicle, caravan or trailer, except for those Eligible Vehicles that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver alternatives.

18 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.

19 Claims arising from circumstances which were known to You at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance, or claims arising as a result of a material fact or facts, which have not been disclosed to Us prior to the commencement of the Period of Insurance.

20 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).

21 Any claim when You have not paid the appropriate premium for the full number of days comprising Your planned Trip, irrespective of when the incident giving rise to the claim may occur.

## General Conditions

- 1 You must declare to Us all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.
  - 2 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. You must act as if You are not insured. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon the Insured Vehicle or any of its parts to Us without Our authorisation.
  - 3 We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim.
  - 4 We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an insured incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the even of a breakdown, would not be covered by this policy.
  - 5 You must comply in full with all the terms and conditions of this Policy before a claim will be paid. You must make no admission, offer, promise or payment without Our prior consent. In order to benefit from the cover, an Insured Person or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this Policy.
  - 6 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
  - 7 You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully, and if unsure as to what is covered or excluded, contact Our Customer Services Department on 0844 338 5806.
  - 8 In the event of an emergency or of any occurrence which may give rise to a claim for substantial costs under this insurance, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent. **Please Telephone Us first.**
  - 9 We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters.
  - 10 We may, at any time, pay to You Our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 11 If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this Service will not affect Your legal rights.
  - 12 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
  - 13 You will be required to reimburse to Us, within seven days of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the insurance.
  - 14 At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
  - 15 A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.
  - 16 This contract of insurance is effected in England and unless otherwise agreed between the Policyholder and Us is subject to the Laws of England and Wales, the Courts of which countries alone shall have jurisdiction in any disputes.
  - 17 Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.
  - 18 In the event of a valid claim involving Your repatriation from a Trip, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim.
  - 19 You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which We offer insurance then no cover at all shall apply in respect of that particular Trip and You will need to make alternative insurance arrangements.
  - 20 If You have a road traffic accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to the insurer.

## Complaints Procedure

We aim to provide a first class service at all times. However, if You have any complaint regarding the standard of service You have received under Your Policy, the following procedure is available to You to resolve the situation:

In the first instance please contact the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively you can telephone Us on 0844 338 5799 or e-mail Us on: [quality@europ-assistance.co.uk](mailto:quality@europ-assistance.co.uk)

If We cannot give You a final decision by four weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.

In respect of a complaint relating to a legal expenses claim, either You or We have the right to require that the complaint be referred to arbitration under the Arbitration Acts.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks\* of Us receiving Your complaint, You have the right, in addition to Your contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone : 0845 080 1800

N.B. The time scales given above are dependent on You responding immediately to any correspondence We send You.

## Making a Claim on Return Home

First, check the appropriate Section of Your Policy to make sure that what You are claiming for is covered.

Claim forms can be obtained from [www.eaclaims.co.uk](http://www.eaclaims.co.uk). Alternatively, telephone Our Claims Helpline on 0844 338 5804 to obtain a claim form via email or post, giving Your name, holiday reference number and brief details of Your claim.

All claims must be submitted within 28 days of Your return on a Policy claims form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your Policy for specific conditions and details of the supporting evidence that We require.

Please remember that it is always advisable to retain copies of all documents when submitting Your claim form.

In order to facilitate prompt handling of claims, We may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automatic Clearing System) or other electronic banking system method, You will be responsible for supplying Us with the correct bank account details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the bank account designated by You, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

## Cancellation Provisions

**Right to return the insurance document:** Unless Your Trip will be completed within 31 days of buying this insurance, You have the right to cancel any policy or insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

**Cancellation by the Policyholder:** If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

**Cancellation by Us:** We may give 14 days notice of cancellation of this policy by recorded delivery letter to You at Your last known address.

**Premium position upon cancellation:** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

**Effective time of cancellation:** This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

## Data Protection Act – 1998 Notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. If inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## Standard of Workmanship

Europ Assistance will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

## Requesting emergency assistance when on a trip

In an emergency, first check the circumstances are covered by this policy. Having done this telephone Us stating Your name and policy details.

Call Us and We will contact the nearest suitable garage. On motorways always use the Emergency telephones as these pinpoint Your exact location. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt.

Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit / debit or charge card before releasing the vehicle to You.

Please give Us an address or phone number where We can contact You.

Many hotels, garages and hospitals have telex or telefax. This number is invaluable as urgent messages can be left at any time of day or night.

We monitor the progress of each case with care and make all the necessary arrangements.

*Remember, to comply with the insurance terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.*

### For Vehicle Assistance

First dial the UK code, then:

**\*844 338 5801**

Or (\*1444 442963)

### For Legal Assistance

**\*844 338 5600**

or (\*1444 442555)

(\*NOTE: When calling from inside the UK first dial zero)