



for people of any age with medical conditions

# Single Trip & Annual Multi-trip Travel Insurance

For policies issued from 3rd August 2015

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## What to do in the Event of a Medical Emergency

The emergency assistance provided for You by this Insurance is operated by Free Spirit Emergency Assistance Service.

In the event of any illness, injury, accident involving anyone insured under this policy where the anticipated costs are likely to exceed £300, You must notify Free Spirit Emergency Assistance Service. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting Free Spirit Emergency Assistance Service please state that You are insured under Free Spirit travel insurance.

By telephone: +44 (0) 292 047 4146

Note: You must retain receipts for medical & additional costs incurred.

### Hospital Treatment Abroad

If You are admitted to hospital You **must** contact Free Spirit Emergency Assistance Service as soon as possible. If You receive medical treatment abroad as an outpatient, You should pay the hospital or clinic and claim back Your medical expenses from claims services when You return Home.

Free Spirit travel insurance is not a private medical insurance policy and does not cover private medical treatment, private hospital costs or other related expenses incurred unless these have been specifically agreed and authorised by Free Spirit Emergency Assistance Service.

### Returning Home Early

If You have to return Home under section 1 - Cancellation or Curtailment charges or section 2 - Emergency medical & other expenses, You **must** contact Free Spirit Emergency Assistance Service to authorise this. Free Spirit Emergency Assistance Service reserve the right to repatriate You should Our medical advisors view You as being fit to travel. Our Emergency Assistance Service may be contacted from anywhere in the world to provide assistance to You.

## Reciprocal Health Arrangements

### European Health Insurance Card (EHIC)

- The EHIC entitles You to reduced-cost, sometimes free, medical treatment that becomes necessary while You are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this might not cover all the things You would expect to get free of charge from the NHS in the UK. You may have to make a contribution to the cost of Your care.
- You may apply for an EHIC online at: [www.ehic.org.uk](http://www.ehic.org.uk) or by calling: 0300 330 1350
- If You do not have an EHIC card available at the time of the incident, We will ask You to provide Us on request with the relevant details and fill in any forms (including Department for Work and Pensions forms) to enable Us to recover any payment made under this policy.

## Important Telephone Numbers

**24hr Medical Emergency Assistance** + 44 (0) 292 047 4146

**Claims** 023 9241 9879  
Monday to Friday 9am-5pm, closed Bank Holidays

**Customer Services** 023 9241 9080  
Monday to Friday 8am-6pm, closed Bank Holidays

Calls may be recorded and monitored

Please read this policy and carry it with You during Your Trip

Insurance Policy 2015/16

## Medicare - Australia

If You are travelling to Australia you can enroll in Medicare which will entitle You to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia. All claims for refunds under the Medicare scheme must be made before You leave Australia.

For more information on Medicare: visit: [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) or email: [medicare@medicareaustralia.gov.au](mailto:medicare@medicareaustralia.gov.au)

## Important Conditions Relating to Your Health

You must comply with the following conditions to have the full protection of Your policy.

If You do not comply We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

Please note: If You are answering the medical questions on behalf of someone else, You must make sure that You have all of the required information to answer the medical questions fully and accurately. If You are not sure of any of the information You are giving Us or do not know the answer, You must check with the treating G.P.

1. It is a condition of this policy that unless You have been given Our agreement You will not be covered under section 1 - Cancellation or Curtailment charges, section 2 - Emergency medical and other expenses and section 3 - Hospital inconvenience benefit for any claims arising directly or indirectly from:

a) at the time of taking out this policy, or in the case of Annual Multi-trip, at the time of booking each Trip if:

- i) You have an Existing Medical Condition unless You have consulted Us by telephoning Our Medical Screening Service on: **023 9241 9080** or by using the self assessment system on the website [www.FreeSpiritTravelinsurance.com](http://www.FreeSpiritTravelinsurance.com) and We have agreed to provide cover;
- ii) You have received a terminal prognosis unless declared to Our Medical Screening Service and accepted by Us;
- iii) You have any Medical Condition for which You are on a waiting list for or have knowledge of the need for surgery, inpatient treatment, investigation or been referred to, or in the care of, a specialist consultant, unless declared to Our Medical Screening Service and accepted by Us;
- iv) You have any Medical Condition You are aware of but for which You have not had a diagnosis;
- v) any Medical Condition affecting You, a Close Relative, a Travelling Companion or a Close Business Associate that You are aware of that could reasonably be expected to result in a claim under this policy.

b) at any time:

- i) any Medical Condition You have which a Medical Practitioner has advised You not to travel (or would have done so had You sought his/her advice) but despite this You still travel;
- ii) any surgery, treatment or investigations for which You intend to travel outside of Your Home Area to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures);
- iii) any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner;
- iv) You travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.

2. **If there is a Change in Health of anyone insured under this policy after You have purchased or at the time of renewing this insurance or booked a Trip but before You travel or book a further Trip, You must contact the medical pre-screening line on 023 9241 9080 as soon as possible. We will tell You if Your Change in Health will affect Your insurance and if cover can continue for further Trips You wish to book.**

**If You are not sure whether something is relevant You must tell Us anyway.**

You should also refer to the 'Medical Screening Questions' (opposite) and the 'General Exclusions' (page 14).

## Medical Screening

- If You need to telephone the Medical Screening Line, You will be asked simple questions about Your Medical Condition(s), medication, trips to Your Medical Practitioner, and other related matters.
- Any Medical Conditions not declared to Us will not be covered.
- You will also be advised of a medical screening reference, which You should keep a record of.

## Medical Screening Questions

### Q.1

Within the last 5 years, have You been treated (including prescribed medication) for:

- Any respiratory condition (relating to the lungs or breathing)
- Any heart or heart related condition
- Any circulatory condition (relating to the blood or circulation)
- Any kidney or renal condition
- Any liver condition
- Any condition relating to the pancreas e.g. diabetes
- Any cerebral or neurological condition (relating to the brain)
- Any type of stroke
- Any central nervous system disorder

YES

NO

### Q.2

Within the last 5 years, have You been diagnosed or treated (including prescribed medication) for a malignant condition e.g. cancer?

YES

NO

### Q.3

Within the last 2 years, have You, for ANY medical condition, received any surgery, inpatient or outpatient treatment or had any tests or investigations in a hospital or clinic or been seen by a specialist consultant?

YES

NO

### Q.4

Within the last 2 years, have You been diagnosed or treated (including prescribed medication) for any psychiatric or psychological condition?

YES

NO

### Q.5

Have You been given a terminal or life limiting prognosis?

YES

NO

You do NOT need to call the Medical Screening Line

Telephone the Medical Screening Line on  
**023 9241 9080**  
between the hours of 8am – 6pm  
Monday to Fridays, to confirm  
acceptability of cover.  
We may wish to impose special terms,  
such as an additional premium.

## Significant Features & Benefits

The following is only a summary of the main cover limits per Insured Person. You should read the Policy for the full terms and conditions. Please refer to Your Policy Schedule for Your chosen cover level.

Section & Cover	Super Limit (up to per person)	Super Policy Excess(per person)	Super Duper Limit (up to per person)	Super Duper Policy Excess (per person)
1. Cancellation or Curtailment charges*	£2,500	£100	£5,000	£50
2. Emergency medical and other expenses Emergency dental Funeral costs abroad Kennel & cattery costs Aftercare at home following hospitalisation: - Home help - Cosmetic surgery - Dental treatment - Physiotherapy - UK Convalescence after hospitalisation abroad (5 or more days)	£5,000,000 £200 £5,000 £500 £500 £3,000 £300 £750 £750	£100	£15,000,000 £400 £5,000 £500 £500 £3,000 £300 £750 £750	£50
3. Hospital inconvenience benefit	£1,000 (£25 for each 24 hours)	Nil	£1,500 (£50 for each 24 hours)	Nil
4. Baggage & passport* - single article, pair or set limit - overall limit for valuables Baggage delay Loss of passport Loss or damage to medical aids Loss or damage to prescribed medications	£1,500 £300 £500 £150 £200 £1,000 £250	£100 Nil Nil £50 £20	£2,500 £300 £500 £150 £200 £2,000 £500	£50 Nil Nil £50 £20
5. Personal money & documents - cash limit	£500 £200	£100	£1,000 £300	£50
6. Personal accident 1. Death  2. Loss of limb(s)/sight  3. Permanent total disablement	£10,000 (aged 16 to 69 years) £5,000 (aged 70 years & over) £3,500 (aged 15 years & under) £10,000 (aged up to 69 years) £5,000 (aged 70 years & over) £10,000 (aged up to 69 years) Nil (aged 70 years & over)	Nil	£20,000 (aged 16 to 69 years) £5,000 (aged 70 years & over) £3,500 (aged 15 years & under) £20,000 (aged up to 69 years) £5,000 (aged 70 years & over) £20,000 (aged up to 69 years) Nil (aged 70 years & over)	Nil
7. Personal liability	£2,000,000	Nil £100 (damage to trip accommodation)	£2,000,000	Nil £100 (damage to trip accommodation)
8. End supplier failure	no cover	-	£2,500	Nil
9. Journey disruption including airspace closure	no cover	-	£3,000	Nil
10. Delayed departure Trip cancellation (after 12 hours delay)	£120 (£30 for each 12 hours) £2,500	Nil £100	£240 (£60 for each 12 hours) £5,000	Nil £50
11. Missed departure / Missed connection	£750	Nil	£1,500	Nil
12. Travel risks - Hijack/Kidnap - Mugging - Catastrophe	£2,500 (£100 per day) £250 £750	Nil	£2,500 (£100 per day) £250 £750	Nil
13. Legal expenses	£25,000 (£50,000 policy maximum)	Nil	£25,000 (£50,000 policy maximum)	Nil
<b>Winter Sports cover is only in force if shown on Your Policy Schedule and the appropriate additional premium has been paid.</b>				
14. Winter sports Ski equipment - single article, pair or set limit - ski equipment (hired) limit Delayed ski equipment Ski pack (loss of) Piste closure Avalanche / weather delay	£500 £300 £150 £200 £300 £300 (£30 per day) £200	£100 Nil Nil Nil Nil Nil	£500 £300 £150 £200 £300 £300 (£30 per day) £200	£50 Nil Nil Nil Nil Nil

\* Cover will not apply if You have opted to delete this section.

## Important Notice

### Underwritten by:

For sections 1 to 7 & 9 to 14 - AmTrust Europe Limited. Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. These details can be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk). Financial Services Register number 202189.

Member of the Association of British Insurers.

For travel to Cuba - the insurer for this policy is: SOLID Försäkringar, Box 22068, 250 22 Helsingborg, Sweden. Corp ID No 516401-8482. This policy is effected in England and is subject to the Laws of England and Wales. SOLID is a Swedish based insurance company regulated by Finansinspektionen, the Financial Supervisory Authority Sweden (Institute Number: 20090) and passported into the Financial Conduct Authority (Financial Services Firm Reference Number: 401229). You can check this on the Financial Services Register by visiting the FCA's website on [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

**For section 8 only** - International Passenger Protection Limited and underwritten by Certain Underwriters at Lloyds. Registered Office: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR. Registered in England 2498563. International Passenger Protection Limited are authorised and regulated by the Financial Conduct Authority. Details about the extent of Our regulation with this Authority is available from Us on request.

### Arranged by:

Free Spirit is arranged by travel insurance specialist, P J Hayman & Company Limited who are authorised and regulated by the Financial Conduct Authority. Financial Services (FS) Register Number: 497103. Registered Office: Stansted House, Rowlands Castle, Hampshire PO9 6DX. Registered in England - No. 2534965.

### The law applicable to this policy

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless You and We have agreed otherwise.

## Cover

We will, subject to the terms of the policy and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the Policy Schedule that states the persons covered and the basis of cover. Together these documents form a Contract of Insurance.

## Non payment of premiums

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

## Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) and for Annual Multi-trip policies the renewal date (the cancellation period) by writing to Free Spirit, Stansted House, Rowlands Castle, Hampshire PO9 6DX, during the cancellation period. Any premium already paid will be refunded to You providing You have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

## Cancellation outside the statutory period

You may cancel this policy at any time after the cancellation period by writing to Free Spirit, Stansted House, Rowlands Castle, Hampshire PO9 6DX. If You cancel after the cancellation period no premium refund will be made.

We reserve the right to cancel the policy by providing 21 days notice by registered post to Your last known address. No refund of premium will be made.

## Change in Health of an Insured Person

If there is a Change in Health of anyone insured under this policy after:

- You have purchased cover or
- At the time of taking out a new policy or
- You book a Trip but before You travel or
- You book a further Trip.

You must contact the medical pre-screening line on **023 9241 9080** as soon as possible. We will tell You if Your Change in Health will affect Your insurance and if cover can continue.

Please note: If You are answering the medical questions on behalf of someone else, You must make sure that You have all of the required information to answer the medical questions fully and accurately. If You are not sure of any of the information You are giving us or do not know the answer, You must check with the treating G.P.

## If You are not sure whether something is relevant You must tell Us anyway.

If We cannot cover Your Medical Conditions or You do not want to pay the additional premium quoted, We will give You the choice of either:

- Cancelling Your policy and we will arrange a proportionate/partial refund providing You have not/will not make a claim or
- Making a cancellation claim for any pre-booked Trips.

## Important Information

Thank You for taking out Free Spirit Travel Insurance with Us.

This document is Your travel insurance policy. It contains details of cover, conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. It is validated by the issue of the Policy Schedule which must be attached to the policy.

It is very important that You read the whole of this policy before You travel and make sure You understand exactly what is and is not covered and what to do if You need to claim.

If You have any queries, please contact Us on **023 9241 9080**.

## How Your policy works

Your policy and Policy Schedule is a contract between You and Us. We will pay for any claim You make which is covered by this policy and happens during the period of insurance.

Unless specifically mentioned the benefits and exclusions within each section, apply to each Insured Person. Your policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of Words'. These words start with a capital letter throughout the policy document.

## Fraud prevention

To keep premiums low We do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime We may:

- Share information about You with other organisations and public bodies including the Police;
- Share information about You within the AmTrust Group and with other insurers;
- Pass Your details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where Your details may be checked and updated;
- Check Your details with fraud prevention agencies and databases. If You give Us false or inaccurate information and We suspect fraud, We may record this with fraud prevention agencies;
- Search records held by fraud prevention and credit agencies to:
  - Help make decisions about credit services for You and members of Your household;
  - Help make decisions on insurance policies and claims for You and members of Your household;
  - Trace debtors, recover debt, prevent fraud and to manage Your insurance policies;
  - Check Your identity to prevent money laundering;
- Undertake credit searches and additional fraud searches.

## Data protection

To set up and administer Your policy We will hold and use information about You supplied by You and by medical providers. We may send it in confidence for processing to other companies acting on Our instructions including those located outside the European Economic Area. Please note insurers exchange information with various databases to help check the information provided and prevent fraudulent claims.

## Eligibility

This policy is only available to You if:

- You are permanently resident in the United Kingdom, the Channel Islands or the Isle of Man;
- You are registered with a Medical Practitioner in Your Home Area;
- You are in the United Kingdom, the Channel Islands or the Isle of Man at the time of purchasing this policy;
- Your Trip starts and ends in the United Kingdom, the Channel Islands or the Isle of Man.

## Extension of cover

In the event of Your death, injury or illness or that of anyone travelling with You or because of delay or interruption of Public Transport services You are unable to complete the Trip before the expiry of this policy, the cover will be automatically extended without additional premium for the additional days necessary for You to complete the Trip up to a maximum of 30 days.

## Period of insurance

**Single Trip** - cancellation cover is effective from the date shown on the Policy Schedule and terminates on commencement of the planned Trip. End supplier failure cover begins on the start date shown on the Policy Schedule and finishes at the end of Your Trip.

**Annual Multi-trip** - cancellation cover is effective immediately a Trip is booked or from the policy start date shown on the Policy Schedule (whichever is the latest), and terminates on the commencement of each Trip, or on the expiry of the policy (whichever is the earlier). End supplier failure cover begins on the start date shown on the Policy Schedule or the date You booked Your Trip (whichever is the later) and finishes at the end of Your Trip.

**All** - all other covers commence when You leave Your place of residence or business (whichever is the later), to commence the Trip until the time of return to Your place of residence or business (whichever is earlier) on completion of the Trip. Cover will not commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return Home.

## Policy excess

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per Insured Person. This means that You will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. The amount You have to pay is the excess.

## Renewal of Your policy

If You have Annual Multi-trip cover, We will send You a renewal notice prior to the expiry of the period of insurance as shown on Your Policy Schedule. The terms of Your cover and the premium rates may be varied by Us at the renewal date. We will give You at least 21 days written notice before the renewal date should this happen.

If there is a Change in Health of anyone insured under this policy after:

- You have purchased cover or
- At the time of taking out a new policy or
- You book a Trip but before You travel or
- You book a further Trip.

You must contact the medical pre-screening line on **023 9241 9080** as soon as possible. We will tell You if Your Change in Health will affect Your insurance and if cover can continue.

Please note: If You are answering the medical questions on behalf of someone else, You must make sure that You have all of the required information to answer the medical questions fully and accurately. If You are not sure of any of the information You are giving us or do not know the answer, You must check with the treating G.P.

**If You are not sure whether something is relevant You must tell Us anyway.**

## Annual Multi-trip Notes

You may take any number of Trips during the period of insurance (shown on the Policy Schedule) but the maximum length of any one Trip must not exceed 31 days (**Super**) or 45 days (**Super Duper**). There is no cover offered by your policy whatsoever for a Trip which is longer than 31 days (**Super**) or 45 days (**Super Duper**) not even for the first 31 or 45 days of the Trip. All Children (under the age of 18 at the time of taking out this insurance) must travel with an adult insured under this policy.

Any Trip solely within Your Home Area is only covered where You have pre-booked at least two nights Accommodation. Each Trip under Annual Multi-trip is deemed to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions contained in this policy.

## Annual Multi-trip Geographical Areas

You will not be covered if You travel outside the area You have chosen, as shown on Your Policy Schedule.

**Europe 2** – all countries west of the Ural mountains including Andorra, the Azores, Balearics, Canary Islands, Channel Islands, Corsica, Cyprus, Gibraltar, Iceland, Isle of Man, Madeira, Malta, Morocco, Republic of Ireland, San Marino, Sicily, Tunisia, Turkey and the **United Kingdom**.

**Worldwide** – excluding Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan but including Egypt and Israel.

**Worldwide** - including Canada, Caribbean, China, Hong Kong, USA but excluding Afghanistan, Liberia and Sudan.

## Single Trip Notes

The maximum length of any one Trip must not exceed 94 days or 45 days if You are aged 76 years or over, at the time of taking out this insurance.

In the event of early return (including Curtailment), all cover will cease on Your arrival Home.

No cover is available for one-way trips.

## Single Trip Geographical Areas

You will not be covered if You travel outside the area You have chosen, as shown on Your Policy Schedule.

### United Kingdom & Isle of Man

**Europe 1** - (other than Europe 2 countries as listed below) including: Austria, Azores, Belgium, Bulgaria, Channel Islands, Corsica, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Ural mountains), San Marino, Sicily, Slovak Republic, Slovenia, Sweden.

**Europe 2** - including Europe 1 shown above and the remaining countries west of the Ural mountains and Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia, Turkey.

**Australia & New Zealand** (including up to 48 hours stopover in a country within a Worldwide area).

**Worldwide** - excluding Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan.

**Worldwide** - including Canada, Caribbean, China, Hong Kong, USA but excluding Afghanistan, Liberia and Sudan.

## Definition of Words

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions will start with a capital letter.

### You/Your/Yourself/Insured Person

All person(s) within the age limit, the names of whom are provided at the time of premium payment, being resident in the UK, Channel Islands or Isle of Man and registered with a Medical Practitioner in Your Home Area. Each person is separately insured, with the exception of Children/Grandchildren unless travelling with an insured adult.

### We/Us/Our

AmTrust Europe Limited. Registered Address: Market Square House, St James's Street, Nottingham NG1 6FG on all sections except section 8 which is arranged by International Passenger Protection Limited, Registered office: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR and is underwritten by Certain Underwriters at Lloyds. If You are travelling to Cuba, the insurer for this policy is SOLID Försäkringar, Box 22068, 250 22 Helsingborg, Sweden.

### Acceptable Activities

If You intend to participate in any sport or leisure activity You must ensure that Your usual treating G.P. is happy for You to do so.

Any sport or leisure activity listed below when participating on an amateur basis:

abseiling, archery, athletics, badminton, banana boat rides, baseball, basketball, beach games, bowls, bungee jump (1), camel/elephant riding\*, canoeing (Grades 1-3, life jacket & helmet must be worn), clay pigeon shooting\*, climbing wall, cricket, cross country running, curling, cycling (leisure only), fell walking/running (no climbing), fencing, fishing (incl. deep sea fishing), flying (as a fare paying passenger in a fully licensed passenger carrying aircraft), football, go-karting\* (within organisers' guidelines), golf, gymnastics, hiking (under 2,000m altitude), hockey, horse riding (up to 7 days, no competitions, rodeo, polo, hunting or jumping – riding hat must be worn), hot air ballooning (organised pleasure rides only, not piloting, licensed operator only), husky dog rides, ice skating (rink), jet boating\* (no racing), jet ski-ing\*, jogging, kayaking (Grades 1-3, life jacket & helmet must be worn), manual work\* (bar & restaurant, waitress, waiter, chalet maid, au pair, nanny & occasional light manual work including retail work & fruit picking but excluding the use of power tools, machinery), marathon running, motorcycling\* up to 125cc on public roads (no racing - safety helmet to be worn & must possess a licence allowing You to ride an equivalent motorcycle in the UK or Channel Islands), netball, non manual work (including professional administrative or clerical duties only), orienteering (no climbing & under 2,000m altitude), paintballing\* (with eye protection), parascending/parasailing (over water), passenger on a ski-doo\* (not driving), passenger on a snowmobile\* (not driving), pony trekking (riding hat must be worn), racing (on foot), racquetball, rafting (Grades 1-3, life jacket & helmet must be worn), rambling (under 2,000m altitude), ringoes, river canoeing (Grades 1-3, life jacket & helmet must be worn), roller skating/roller blading (wearing pads & helmet), rounders, rowing (no racing), running-sprint/long distance, safari (organised by a bona-fide tour operator), sail boarding, scuba diving (down to 30 metres if qualified and not diving alone or down to 18 metres if not qualified and must be accompanied by a qualified instructor), sea fishing (deep sea), shooting\* (range only), skate boarding (wearing pads & helmet), sleigh rides/sledging, snorkelling, softball, squash, surfing (under 14 days), tennis, track events (on foot only), trekking (under 2,000m altitude), volleyball, wakeboarding, war games\* (with eye protection), water polo, water ski-ing, white water rafting (Grades 1-3, life jacket & helmet must be worn), windsurfing, yachting/catamaran/dinghy sailing (passenger only, inside territorial waters, skippering allowed if qualified), yoga, zorbing and if the appropriate additional premium has been paid Winter Sports (as defined)

Note: cover under section 7 - Personal liability is excluded for those sports and activities marked with a \*

### Accommodation

A hotel, motel, holiday park, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

### Baggage

Luggage, clothing, personal effects (excluding Ski Equipment), Valuables, Medical Aids and other articles which belong to You (or for which You are legally responsible) worn, used or carried by You during any Trip.

### Bodily Injury

An identifiable physical injury caused by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

### Carer

The person travelling in Your party who is competent to provide care for You where You are not able to care for Yourself.

### Catastrophe

Avalanche, explosion, fire, flood, hurricane, lightning, local government directive, medical epidemic, storm or tempest.

## Change in Health

Any changes to Your health which You are aware of and for which You may need to seek professional medical advice, any new Medical Conditions or symptoms which may or may not yet have been diagnosed, changes to any Existing Medical Condition already declared or a change to Your treatment or prescribed medication (which can include a change in dosage which may be an increase or decrease in the amount of medication that You take) or You are waiting for tests or test results, or have been placed on a medical waiting list.

## Channel Islands

Jersey, Guernsey, Alderney, Sark and Herm.

## Children/Grandchildren

Persons aged up to and including 18 years of age.

## Close Business Associate

Any person whose absence from business for one or more complete days at the same time as Your absence prevents the proper continuation of that business.

## Close Relative

Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, adoptive/foster child, aunt, uncle, cousin, nephew, niece, legal guardian, partner or fiancé(e).

## Curtailed / Curtail

Cutting short the Trip, either by return to Your Home Area or to attend a hospital outside Your Home Area as an inpatient or being confined to Your Accommodation on the orders of a Medical Practitioner. Claims will be based on the lost proportion (each complete night) of Your Accommodation costs which You have not used.

## Departure Point

The airport, international rail terminal or seaport where Your journey to Your destination begins and where the final part of Your journey back to Your Home begins.

## Existing Medical Condition

- A) Any respiratory condition (relating to the lungs or breathing); any heart, circulatory, kidney, liver or cerebral condition (relating to the brain); any stroke or central nervous system disorder; for which You have ever received treatment.
- B) Any cancer for which You have received any diagnosis or treatment within the last 5 years.
- C) Any Medical Condition for which You have received surgery, inpatient treatment or investigations in a hospital or clinic or have seen a specialist consultant within the last 2 years.

## Family

Parents or grandparents (up to a maximum of two adults) and their Children or Grandchildren. Cover for families shall apply where the appropriate premium has been paid and where the family members travel together. Adults insured on an Annual Multi-trip policy are entitled to travel independently of each other. Cover for Children will only be provided if travelling with an insured adult and all travellers are named on the Policy Schedule.

## Hijack

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

## Home

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

## Home Area

For residents of the United Kingdom excluding Channel Islands and the Isle of Man, Your home area means the United Kingdom, excluding Channel Islands and the Isle of Man.

For residents of the Channel Islands and Isle of Man, Your home area means either the particular Channel Island on which You live or the Isle of Man depending on where Your Home is.

## Kidnap

Your unlawful capture and detention in excess of 24 hours.

## Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

## Loss of Sight

Total and irrecoverable loss of sight which will be considered as having occurred:

- A) in both eyes, if Your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

## Medical Aids

Wheelchairs, walking frames and sticks, supplies and equipment designed to provide the mobility and care for the disabled and any other articles of such equipment specified in the Policy Schedule all belonging to You (or for which You are legally responsible).

## Medical Condition

Any disease, illness or injury.

## Medical Practitioner

A registered practising member of the medical profession, recognised by the law of the country where they are practising and who is not related to You or any person with whom You are travelling.

## Mugging

A violent attack on You with a view to theft by person(s) not previously known to You.

## Pair or Set

A number of items of Baggage that belong together or can be used together.

## Permanent Total Disablement

Total disablement from engaging in or attending to any relevant occupation for at least 12 months from the date of injury, and at the end of that time being beyond hope of improvement.

## Personal Money

Bank notes currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets and phonecards all held for private purposes.

## Policy Excess

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per Insured Person, as shown in the Significant Features & Benefits (page 3). This means that You will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. Where applicable, the policy excess is **£100 (Super)** and **£50 (Super Duper)** for the first amount of each claim, per section, for each separate incident payable per Insured Person. There is an excess of **£100 (Super)** and **(Super Duper)** per incident under section 7 - Personal liability for damage to Trip Accommodation.

A reduced excess of **£50 (Super)** will be deducted under section 4 - Baggage & passport in respect of loss or damage to Medical Aids.

A reduced excess of **£20 (Super)** and **(Super Duper)** will be deducted under section 4 - Baggage & passport in respect of loss or damage to prescribed medications.

## Policy Schedule

This is Your proof of insurance. It will show details of You, the period of insurance and the cover You have opted for.

## Public Transport

Any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel.

## Redundancy

Loss of permanent paid employment (except voluntary redundancy), after a continuous working period of two years with the same employer if You are aged 18 and over or 65 and under.

## Ski Equipment

Skis, snowboards, ski boots, ski bindings, ski sticks or ice skates.

## Ski Pack

Lift passes, Ski Equipment hire and ski school fees for which You have paid and which are not recoverable.

## Sum Insured

The maximum amount of cover up to which We shall pay.

## Terrorism

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

## Travel Documents

Driving licence, passport, travel tickets, travel passes, ski passes all of which are owned by You.

## Travelling Companion

Any person that has booked to travel with You on Your Trip.

## Trip

A holiday or journey that takes place during the period of insurance and which begins when You leave Home and ends on Your return Home or, in the case of repatriation on medical grounds to a hospital or nursing home in Your Home Area.

## Unattended

When You are not in full view of and not in a position to prevent unauthorised interference with Your property or vehicle.

## United Kingdom / UK

England, Scotland, Wales and Northern Ireland.

## Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction

The use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

## Valuables

Audio equipment and ancillary items, binoculars, communication equipment, audio and audio visual equipment and accessories, mobile telephones, smart phones and ancillary items, tablets, computer equipment/games machines/organisers and ancillary items, furs, jewellery (including items containing gold/silver and/or precious/semiprecious stones), photographic equipment and ancillary items, satellite navigation systems, telescopes, watches.

## Winter Sports

If You intend to participate in any winter sports activity You must ensure that Your usual treating G.P. is happy for You to do so.

The following activities are covered if winter sports cover is shown on Your Policy Schedule and the appropriate additional premium has been paid: Skiing in recognised areas (including off-piste provided You are not skiing against local recommendations or where avalanche warnings have been given), cross country skiing, ice skating, mono-skiing, sledging, snow boarding and tobogganing.

There is no cover for the following activities:

Off-piste skiing without a guide, skiing against local authoritative recommendations, warnings or advice, ski stunting, free-style skiing, Nordic skiing, bob sleigh, ice hockey, bobbing, heli-skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow mobiling, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.

# YOUR INSURANCE COVER

## Section 1 - Cancellation or Curtailment Charges

Cancellation or curtailment charges cover will not apply if You have opted to delete this section.

### What You are covered for

We will pay up to **£2,500 (Super)** or **£5,000 (Super Duper)** in respect of unused travel and Accommodation costs (including excursions up to **£250 (Super)** or **£500 (Super Duper)** which You have paid or are contracted to pay and which You cannot recover from any other source together with any reasonable additional travel expenses incurred if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following events occurring:

1. The unforeseen Bodily Injury, illness, death or complications arising as a direct result of pregnancy of:
  - a) You
  - b) Your Travelling Companion(s)
  - c) any person with whom You have arranged to reside temporarily
  - d) Your Close Relative residing in Your Home Area
  - e) Your Close Business Associate.
2. Compulsory quarantine or jury service attendance solely as a witness at a Court of Law of You or persons with whom You are travelling or had arranged to travel with.
3. Redundancy (which qualifies for payment under current United Kingdom Redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of You or Your Travelling Companion(s).
4. The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or Curtailment could not reasonably have been expected at the time of applying for insurance.
5. The Police requesting You to remain at or return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Note: You may claim only under section 1 - Cancellation or Curtailment Charges, section 9 – Journey Disruption, including airspace closure, section 10 – Delayed departure or section 11 – Missed departure/missed connection, not under each section.

## Special conditions relating to claims

1. You must obtain a medical certificate from a Medical Practitioner and the prior approval of Our Emergency Medical Assistance Service to confirm the necessity to return Home prior to Curtailment of the Trip due to death, Bodily Injury or illness, or complications arising as a direct result of pregnancy.
2. If You fail to notify the travel agent, tour operator or provider of transport/Accommodation 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.
3. If You cancel the Trip due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that You are suffering from You must provide (at Your own expense) a medical certificate from either a registered mental health professional if You are under the care of a Community Mental Health Team or if not, from a consultant specialising in the relevant field; or
  - b) any other Bodily Injury, illness or complications arising as a direct result of pregnancy, You must provide (at Your own expense) a medical certificate from a Medical Practitioner;
 stating that this necessarily and reasonably prevented You from travelling.

### What You are not covered for

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident per Insured Person.
2. Cancellation charges in excess of those shown in the booking conditions of the travel or Accommodation provider or surcharges levied increasing basic brochure prices.
3. Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
4. Your financial circumstances (other than as a result of Redundancy for which You qualify for payments under current legislation) or Your disinclination to travel, for whatever cause.
5. Curtailment claims where Our Emergency Medical Assistance Service has not been contacted and authorisation obtained.
6. Your loss of enjoyment of the Trip, however caused.
7. Failure to obtain the necessary passport, visa or permit required for Your Trip.
8. Curtailment claims due to Your participation in Winter Sports (unless this cover is shown on Your Policy Schedule and the additional premium has been paid).
9. Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth does not constitute an unforeseen event.
10. The cost of Your unused original tickets where Our Emergency Assistance Service or We have arranged and paid for You to come Home following Curtailment of the Trip. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home.
11. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
12. Any claims arising directly or indirectly from Your misconduct or misconduct by any person who You are travelling with or have arranged to travel with leading to dismissal, Your/their resignation, voluntary redundancy, You/their entering into a compromise agreement, or where You/they had received a warning or notification of redundancy before You purchased this insurance or at the time of booking any Trip.
13. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
14. Anything in the General Exclusions (page 14) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 2).

## Section 2 - Emergency Medical and Other Expenses including Additional Cover on Your Return

### A. Emergency Medical and Other Expenses

#### What You are covered for

We will pay up to **£5,000,000 (Super)** and **£15,000,000 (Super Duper)** for the following expenses which are necessarily incurred within 12 months of the incident as a result of Your suffering unforeseen Bodily Injury, illness or complications as a direct result of pregnancy outside Your Home Area:

- a) reasonable and necessary emergency medical treatment expenses, ambulance charges and similar costs, hospital fees and emergency dental treatment costs up to **£200 (Super)** and **£400 (Super Duper)** for the immediate relief of pain only, additional accommodation (room only) expenses necessarily incurred and payable until such time as, when in the opinion of the Medical Practitioner in attendance and Our medical advisers, You are fit to travel;

- b) with the prior authorisation of the Emergency Assistance Service, reasonable and necessary additional costs incurred to repatriate You to Your Home if it is medically necessary;
- c) necessary travel and Accommodation (room only) expenses of one relative or friend, or a qualified nurse who in the opinion of the Medical Practitioner in attendance and Our medical advisers is needed to accompany You, because of Your disability;
- d) the transfer of Your body or ashes in the event of death, to Your Home (but excluding funeral and interment expenses), or alternatively, to pay up to **£5,000** towards the cost of burial or cremation expenses in the country where death occurs;
- e) reasonable additional costs of providing an alternative Carer for You during the remainder of Your Trip where Your Carer is an Insured Person and is unable to care for You due to them suffering Bodily Injury or illness and/or compulsory quarantine and no other person with whom You are travelling or a Close Relative is already present and able or competent to become Your Carer;
- f) if Your domestic dog(s)/cat(s) is/are in a kennel/cattery during Your Trip and Your return to Your Home has been delayed due to Your Bodily Injury, illness or disease, We will pay up to **£500**.

#### **B. Additional cover on Your return Home following hospitalisation abroad**

##### **Aftercare**

We will pay You up to the amounts shown below for treatment given, prescribed or costs authorised by a Medical Practitioner in Your Home Area and agreed by Us following Bodily Injury or illness resulting from inpatient treatment during a Trip outside of Your Home Area:

- a) up to **£500** for the employment of a home help provided this was not available to You before Your Trip;
- b) up to **£3,000** for the cost of emergency cosmetic medical treatment to repair damage to Your soft facial tissue;
- c) up to **£300** towards dental treatment;
- d) up to **£750** for the cost of further physiotherapy treatment.

##### **Convalescence**

We will pay You up to **£750** towards the cost of a convalescence trip in Your Home Area in the event that You are hospitalised for more than 5 days outside Your Home Area and We have accepted Your claim under section 2, Emergency medical and other expenses. Your Free Spirit policy will be extended to cover Your convalescence trip up to a maximum of 31 days.

##### **Special conditions relating to claims**

1. You must give notice as soon as possible to Our Emergency Medical Assistance Service of any Bodily Injury or illness which necessitates Your admittance to hospital as an inpatient or before any arrangements are made for Your repatriation.
2. In the event of Your Bodily Injury or illness We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Your Home at any time during the Trip. We will do this if in the opinion of Our Emergency Medical Assistance Service or Us (based on information provided by the Medical Practitioner in attendance), You can be moved safely and/or travel safely to Your Home to continue treatment.
3. We may instruct You to return Home if Our medical advisors and the Medical Practitioner treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.
4. You must send Us written confirmation (at Your own expense) from the appropriate kennel or cattery confirming the amount of additional fees that You have had to pay together with the dates for which these were payable.
5. **Aftercare** - You must send Us written confirmation (at Your own expense) from Your Medical Practitioner in the United Kingdom or Channel Islands of the need for treatment.
6. **Convalescence** - the convalescence Trip must be taken within 3 months of Your return to Your Home Area. You will need to provide receipts for Your Trip.

##### **What You are not covered for**

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident per Insured Person.
2. Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth would not constitute an unforeseen event.
3. Inpatient treatment or private treatment which has not been notified to and agreed as soon as possible by Us or Our Emergency Assistance provider.

4. Outpatient treatment and additional related expenses over **£300** unless they have been agreed as soon as possible by Us or Our Emergency Assistance provider.
5. Replenishing supplies of any medication which You know You will need at the time of departure or which will have to be continued outside of Your Home Area.
6. Any expenses incurred within Your Home Area.
7. Any form of cosmetic surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
8. Any expenses incurred by You visiting another person in hospital.
9. Expenses incurred more than 12 months after the commencement date of the injury or illness.
10. Charges for private room accommodation.
11. Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
12. Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.
13. Any expenses which are not usual, reasonable or customary to treat Your Bodily Injury, illness or disease.
14. The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the injury or illness which needed Your admittance into hospital.
15. Any expenses incurred after the date on which We exercise our rights under this section to move You from one hospital to another and/or arrange for Your repatriation but You decide not to be moved or repatriated.
16. Any expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
17. Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
18. Any expenses incurred in England, Scotland, Wales, Northern Ireland, Isle of Man or Channel Islands which are:
  - i. for private treatment, or
  - ii. funded by, or are recoverable from the Health Authority in Your Home Area, or
  - iii. are funded by a reciprocal health agreement (RHA) between these countries and/or Islands.
19. The cost of taxi fares, other than those for travel to or from hospital relating to Your admission, discharge, attendance for outpatient treatment or appointments or for collection of medication prescribed by the hospital.
20. Any claim where Your pet's stay does not exceed the pre-booked period of Accommodation.
21. The cost of Your unused original tickets where Our Emergency Assistance Service or We have arranged and paid for You to return to Your Home, if You cannot use the return ticket. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home.
22. Anything in the General Exclusions (page 14) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 2).

## **Section 3 - Hospital Inconvenience Benefit**

### **What You are covered for**

We will pay **£25 (Super)** and **£50 (Super Duper)** each complete 24 hours (up to **£1,000 (Super)** and **£1,500 (Super Duper)** maximum) in the event of You being admitted to hospital abroad as an inpatient due to accidental Bodily Injury or illness sustained abroad during the period of Your Trip. We will pay the amount above in addition to any amount payable under section 2 - Emergency medical & other expenses.

### **Special conditions relating to claims**

1. You must give notice as soon as possible to Our Emergency Medical Assistance Service of any Bodily Injury or illness which necessitates Your admittance to hospital as an inpatient.
2. In the event of Your Bodily Injury or illness We may exercise our rights under this section to move You from one hospital to another and/or arrange for Your repatriation. Should You refuse to be repatriated, We will not make any further payment to You.

### **What You are not covered for**

1. Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the Bodily Injury or illness which necessitated Your admittance into hospital.



- b) Hospitalisation relating to any form of treatment or surgery which if in the opinion of Our Emergency Medical Assistance Service or Us (based on information provided by the Medical Practitioner in attendance), can be delayed reasonably until Your return Home.
  - c) Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
  - d) Hospitalisation as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
  - e) Any additional period of hospitalisation following Your decision not to be repatriated after the date when in the opinion of Our Emergency Medical Assistance Service it is safe to do so.
  - f) Hospitalisation occurring in England, Scotland, Wales, Northern Ireland, Isle of Man or Channel Islands and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a reciprocal health agreement (RHA) between these countries and/or Islands, or are funded by or recoverable from the Health Authority in Your Home Area.
2. Anything in the General Exclusions (page 14) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 2).

## Section 4 - Baggage and Passport

Baggage and passport cover will not apply if You have opted to delete this section.

### What You are covered for

1. We will pay up to **£1,500 (Super)** or **£2,500 (Super Duper)** for the accidental loss of, theft of or damage to Baggage. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation. (We may at Our option replace, reinstate or repair the lost or damaged Baggage).

The maximum We will pay for the following items is:

- a) **£300** for any one single article, Pair or Set;
  - b) **£500** for the total for all Valuables;
2. We will also pay up to:
- a) **£150** for the emergency replacement of clothing, medication, Medical Aids and toiletries if the Baggage is temporarily lost in transit during the outward journey and not returned to You within 12 hours, provided written confirmation is obtained and sent to Us from the carrier, confirming the number of hours the Baggage was delayed;

If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

- b) **£200** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport;
- c) **£1,000 (Super)** or **£2,000 (Super Duper)** for the accidental loss of, theft of or damage to Medical Aids. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, or We may at Our option replace, reinstate or repair the lost or damaged Medical Aids;
- d) **£250 (Super)** or **£500 (Super Duper)** for the accidental loss of, theft of or damage to Your prescribed medications.

### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage/Medical Aids.
2. If Baggage/Medical Aids are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If Baggage/Medical Aids are lost, stolen or damaged whilst in the care of an airline You must:
  - a) obtain a Property Irregularity Report from the airline;
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

### What You are not covered for

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident (other than Baggage delay and loss of passport claims) for each Insured Person.

2. Loss, theft of or damage to Valuables or Your passport left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked Accommodation.
3. Loss, theft of or damage to Baggage/Medical Aids contained in an Unattended vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time); or
  - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
4. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, satellite navigation equipment, deeds, manuscripts, securities, perishable goods, bicycles, and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
5. Breakage or damage to fragile articles, paintings, works of art, sculptures, musical instruments and household goods unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
6. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
7. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other Items used in connection with Your business, trade, profession or occupation.
8. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
9. Perishable goods, bottles, cartons and any damage caused by them or their contents.
10. Property more specifically insured elsewhere.
11. Loss or damage due to leakage of powder or liquid carried within Your Baggage/Medical Aids.
12. Ski Equipment.
13. Loss or damage due to delay, confiscation or detention by customs or other authority.
14. Anything mentioned in the General Exclusions (page 14).

## Section 5 - Personal Money and Documents

### What You are covered for

We will pay up to **£500 (Super)** with a cash limit of **£200** or **£1,000 (Super Duper)** with a cash limit of **£300** in respect of the accidental loss of, theft of or damage to Personal Money and Travel Documents. Cover commences up to 72 hours before Your Trip in respect of foreign currency only.

### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Personal Money and Travel Documents.
2. If Personal Money and Travel Documents are lost, stolen or damaged while in the care of Your Accommodation provider You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
3. Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

### What You are not covered for

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident for each Insured Person. Note: If a claim is also being made under section 4 - Baggage and passport, only one excess per person per incident will be deducted.
2. Loss, theft of or damage to Personal Money and Travel Documents left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked Accommodation.
3. Loss, theft of or damage to travellers' cheques if You have not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
5. Loss or damage due to delay, confiscation or detention by customs or other authority.
6. Anything mentioned in the General Exclusions (page 14).

## Section 6 - Personal Accident

### What You are covered for

Benefits (per Insured Person)	15 years & under	16 to 69 years	70 years & over
<b>Super</b>			
1. Death	£3,500	£10,000	£5,000
2. Loss of Limb(s)/Sight	£10,000	£10,000	£5,000
3. Permanent Total Disablement	£10,000	£10,000	Nil

### Super Duper

1. Death	£3,500	£20,000	£5,000
2. Loss of Limb(s)/Sight	£20,000	£20,000	£5,000
3. Permanent Total Disablement	£20,000	£20,000	Nil

We will pay one of the benefits shown above if You sustain Bodily Injury which shall solely and independently of any other cause, result within one year in Your death, Loss of Limb, Loss of Sight or Permanent Total Disablement.

### Special conditions relating to claims

- Our Medical Practitioner may examine You as often as they deem necessary in the event of a claim.

### Provisions

- Benefit is not payable to You:
  - under more than one of items 1, 2 or 3;
  - under item 3 until one year after the date You sustain Bodily Injury;
  - under item 3 if You are able or may be able to carry out any relevant employment or relevant occupation.
- Benefit payable under 1 will be paid to the deceased Insured Person's estate.

### What You are not covered for

- Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
- The contracting of any disease or illness.
- The injection or ingestion of any substance.
- Anything mentioned in the General Exclusions (page 14).

## Section 7 - Personal Liability

### What You are covered for

We will pay up to **£2,000,000** (inclusive of legal costs and expenses) if You become legally liable to pay damages in respect of:

- accidental bodily injury, including death, illness and disease to a person; and/or
- accidental loss of or damage to material property (property that is both material and tangible);

arising during the Trip, We will indemnify You for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

### What You are not covered for

- We will not be liable for the Policy Excess as shown within the Significant Features & Benefits table (page 3).
- We will not be liable for anything mentioned in the General Exclusions (page 14).
- We will not pay any liability for:
  - bodily injury, illness or disease of any person who is Your Close Relative, a Travelling Companion, or under a contract of employment, service or apprenticeship with you when the bodily injury, illness or disease arises out of and in the course of their employment to You;
  - loss or damage to property belonging to or held in trust by or in the custody or control of You other than temporary accommodation occupied by You in the course of the Trip;
  - bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by You or on behalf of You of:
    - aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
  - bodily injury caused directly or indirectly in connection with:
    - the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;

- fraudulent, dishonest or criminal acts of You or any person authorised by You;
- any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
- any claim assumed by You under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- punitive or exemplary damages.

### Specific Conditions applicable to the Personal Liability:

- You or Your legal representatives will give Us written notice immediately if You have received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
- No admission, offer, promise, payment or indemnity shall be made by or on behalf of You without Our prior written consent.
- Every claim notice, letter, writ or process or other document served on You shall be forwarded to Us immediately upon receipt.
- We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages against all other parties or persons.
- We may at any time pay You in connection with any claim or series of claims the Sum Insured (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made We shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## Section 8 - End Supplier Failure (Super Duper only)

### What You are covered for

We will pay up to **£2,500** in total for each Insured Person named on the Policy Schedule for:

- Irrecoverable sums paid in advance in the event of insolvency of the Scheduled Airline, Hotel, Train Operator, including Eurostar, Car Ferries; Villas abroad & Cottages in the UK; Coach Operator, Car Hire company, Caravan Sites, Campsites, Mobile Home, Camper Rental, Safaris, Excursions, Eurotunnel, Theme Parks such as Disney Land Paris all known as the End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure;
 

**or**
- In the event of insolvency after departure:
  - additional pro rata costs incurred by the Insured Person in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the Curtailment of the travel arrangements;

**or**

  - if Curtailment of the holiday is unavoidable - the cost of return transportation to Your Home to a similar standard to that enjoyed prior to the Curtailment of the travel arrangements;

**provided that** in the case of 2(a) and (b) above where practicable You shall have obtained Our approval prior to incurring the relevant costs by contacting Us as set out in the Claims Conditions (pages 14-15).

- Any losses that are not directly associated with the incident that caused You to claim are limited to **£1,500** in total for each Insured Person named on the Policy Schedule. For example, loss due to being unable to reach Your pre booked hotel, villa or car hire following the financial failure of an airline.

### What You are not covered for

- Travel or accommodation (as supplied by the End Supplier, defined above) not booked within the United Kingdom, Channel Islands or Isle of Man prior to departure.
- The financial failure of:
  - any End Supplier (as defined above) in Chapter 11 or any threat of insolvency being known at the date of issue of Your Policy Schedule;
  - any End Supplier (as defined above) who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
  - any travel agent, tour organiser, booking agent or consolidator with whom the Insured Person has booked travel or accommodation.
- Any loss for which a third party is liable or which can be recovered by other legal means.

## Section 9 - Journey Disruption *including* Airspace Closure (*Super Duper* only)

### What You are covered for

If as a result of:

- i) an airport, port or airspace You are travelling from or through being closed for more than 24 hours from the date and time of Your scheduled departure as shown on Your ticket/itinerary and Your departure is delayed or cancelled, and no other suitable alternative flight could be provided within 24 hours;
- ii) Your flight being diverted or re-directed after takeoff or;
- iii) You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours;
- iv) You having to move to other Accommodation on arrival or at any other time during the Trip because You cannot use Your booked Accommodation due to fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease;
- v) Your Trip being cancelled or curtailed before completion as a result of the Travel Advice Unit of the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which You are travelling issuing a directive:
  - a. prohibiting all travel or all but essential travel to; or
  - b. recommending evacuation from the country or specific area or event to which You were travelling, providing the directive came into force after You purchased this insurance or booked the Trip (whichever is the later), or in the case of Curtailment after You had left Your Home to commence the Trip.

### We will pay

- A. **£50** for each 12 hour delay up to a maximum of **£250** in respect of delayed departure provided You eventually travel; **or**
- B.
  - a) up to **£3,000** in respect of unused travel and Accommodation costs (including excursions up to **£250**) which You have paid or are contracted to pay and which You cannot recover from any other source;
  - b) up to **£1,000** for reasonable additional Accommodation (room only) and transport costs incurred up to the standard of Your original booking which You cannot recover from any other source;
  - c) up to **£200** for unused kennel, cattery or professional pet sitter fees which You have paid or are contracted to pay and which You cannot recover from any other source.

Note: You may only claim under either A. or B. of the above section of cover or under section 1 – Cancellation or Curtailment Charges, section 10 – Delayed departure/Trip cancellation, section 11 – Missed departure/Missed connection or section 12 - Travel risks if the same costs and charges are also covered, not under each section.

### Special condition relating to claims

1. If You fail to notify the travel agent, tour operator, provider of transport or Accommodation as soon as You find out it is necessary to cancel the Trip the amount We will pay will be limited to the cancellation charges that would have applied otherwise.
2. All claims must be supported by documentary evidence that you have been unable to obtain a refund from your travel and/or accommodation provider.
3. You must get (at your own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport or Accommodation offered.
4. Payment for additional Accommodation will only be considered where Your carrier or handling agents have not been able to offer You suitable alternative Accommodation and/or travel arrangements.
5. You must check in, according to the itinerary supplied to You unless Your tour operator has requested You not to travel to the Departure Point.
6. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
7. You must get (at Your own expense) written confirmation from the provider of the Accommodation the local police or relevant authority that You could not use Your Accommodation and the reason for this.
8. You must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of Your ticket from them, in accordance with the terms and/or (where applicable) Your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.

### What You are not covered for

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident per Insured Person.

2. Trips where you do not have a return date scheduled at the time the airspace, airport or port is closed.
3. Deposits, unused travel and Accommodation costs or unused kennel, cattery or professional pet sitter fees in excess of those shown in the booking conditions of the travel or Accommodation provider or for which You receive or are expected to receive compensation or reimbursement.
4. Any costs where these are recoverable from Your travel and/or Accommodation provider.
5. Any costs where You received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, Accommodation, transfers, communication facilities or other assistance.
6. Any costs incurred by You which are recoverable from Your credit/debit card provider or for which You receive or are expected to receive compensation or re-imbusement.
7. Any costs arising from the insolvency of the Accommodation providers or their booking agents.
8. Any accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.
9. Any costs for normal day to day living such as food and drink which you would have expected to pay during Your Trip.
10. Any claim for administration costs charged by Your travel and/or Accommodation provider in respect of obtaining a refund or documentary evidence in support of Your claim.
11. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
12. Circumstances known to You before You purchased this insurance or at the time of booking any Trip which could reasonably have been expected to lead to a claim under this section.
13. Your disinclination to travel, for whatever cause.
14. Travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided.
15. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by You as part of Your involvement in such schemes are not covered.
16. Any unused travel costs arising from the insolvency of Your transport provider.
17. Any cost if Your Trip was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
  - a) subsection A. 'What You are covered for, We will pay',
  - or**
  - b) subsection B. 'What You are covered for, We will pay', any cost relating to travel/transport and Accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of Your package holiday.
18. Claims arising directly or indirectly from:
  - a) strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which You were travelling, existing or being publicly announced by the date You purchased this insurance or at the time of booking any Trip.
  - b) an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which You are travelling.
  - c) denied boarding due to Your drug use, alcohol or solvent abuse or Your inability to provide a valid passport, visa or other documentation required by the public transport operator or their handling agents.
19. Anything in the 'General Exclusions' (page 14) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 2).

## Section 10 - Delayed Departure

### What You are covered for

Delayed departure caused as a result of:

- a) strike; or
- b) industrial action; or
- c) adverse weather conditions; or
- d) mechanical breakdown of or a technical fault occurring in the scheduled aircraft sea vessel or train on which You are booked to travel:

### We will pay

1. **£30 (Super)** or **£60 (Super Duper)** for each 12 hour delay up to a maximum of **£120 (Super)** or **£240 (Super Duper)** for delay of at least 12 hours in departure of the aircraft, sea vessel, or train (using the Channel Tunnel), on which You are booked on Your outward or return journey; **or**

2. up to a maximum of **£2,500 (Super)** or **£5,000 (Super Duper)** if the outward journey is delayed for more than 12 hours, You may opt to abandon Your Trip and claim irrecoverable cancellation costs.

**Note:**

- a) You may claim under sub-sections 1) or 2) but not both.
- b) You may claim only under section 1 - Cancellation or Curtailment Charges, section 9 – Journey Disruption, including airspace closure, section 10 – Delayed departure or section 11 – Missed departure/Missed connection, not under each section.
- c) Travel delays - EC Regulations

This policy is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under this regulation if You have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of Your flight) the airline must offer You meals, refreshments and hotel accommodation. If the delay is more than 5 hours, the airline must offer to refund Your ticket. The regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier.

**Special conditions relating to claims**

1. If You are a UK resident living in Northern Ireland and Your travel itinerary requires You to use Republic of Ireland departure/arrival points, Your cover will be as if You were still travelling from Northern Ireland with respect to claims coverage.
2. You must check in according to the itinerary supplied to You.
3. You must obtain (at Your own expense) confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
4. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

**What You are not covered for**

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident for each Insured Person under sub-section 2 only.
2. Claims arising directly or indirectly from:
  - a) Strike or industrial action or air traffic control delay existing or publicly declared by the date You purchased this insurance or at the time of booking any Trip;
  - b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country;
  - c) Volcanic eruptions and/or volcanic ash clouds.
3. For subsection 2. only of 'What You are Covered for':
  - a) The cost of Air Passenger Duty (APD) whether irrecoverable or not;
  - b) Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
4. Anything mentioned in the General Exclusions (page 14).

## Section 11 – Missed Departure / Missed Connection

**What You are covered for**

We will pay up to **£750 (Super)** or **£1,500 (Super Duper)** in respect of reasonable additional Accommodation (room only) and travel expenses necessarily incurred to reach the overseas destination or to reach Your Home due to:

- i. scheduled Public Transport services failing to get You to Your destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown; or
- ii. the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure; or
- iii. the private motor vehicle in which You were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure; or
- iv. the outward or inward flight being delayed, to include Your missing a connecting flight.

**Note:**

- a) You may claim only under section 1 - Cancellation or Curtailment charges, section 9 – Journey disruption, including Airspace closure, section 10 – Delayed departure or section 11 – Missed departure/Missed connection, not under each section.
- b) Travel delays - EC Regulations

This policy is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under this regulation if You have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of Your flight) the airline must offer You meals, refreshments and hotel accommodation. If the delay is more than 5 hours, the airline must offer to refund Your ticket. The regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier.

**Special conditions relating to claims**

1. If You are a UK resident living in Northern Ireland and Your travel itinerary requires You to use Republic of Ireland departure/arrival points, Your cover will be as if You were still travelling from Northern Ireland with respect to claims coverage.
2. In the event of a claim arising from any delay occurring on a motorway or dual carriageway You must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
3. You must allow sufficient time for the Public Transport or other transport to arrive on schedule and to deliver You to the Departure Point.

**What You are not covered for**

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Strike or industrial action existing or being publicly announced by the date You purchased this insurance or at the time of booking any Trip.
3. Your failure to allow sufficient time to get to the Departure Point.
4. Claims not supported by a written report from the appropriate authorities.
5. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any such regulatory body in a country to/from which You are travelling.
6. Your failure to arrive at the Departure Point in time to board any connecting Public Transport after Your departure on the initial international outbound and return legs of the Trip.
7. The breakdown of any vehicle owned by You which has not been serviced properly and maintained in accordance with the manufacturer's instructions.
8. Additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
9. Claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
10. Anything mentioned in the General Exclusions (page 14).

## Section 12 - Travel Risks

**What you are covered for**

We will pay :

1. **£100** per day up to **£2,500** in total, each complete day You are either Hijacked or Kidnapped.
2. **£250** if You are hospitalised for a complete period of 24 hours and You receive inpatient hospital treatment which is covered under section 2 - Emergency medical and other expenses as a direct result of a Mugging while on Your Trip.
3. up to **£750** for reasonable additional accommodation and travel expenses necessarily incurred in the event that Your Trip is disrupted by a Catastrophe.

**What you are not covered for**

1. Circumstances already known at the time of taking out this insurance or booking the Trip.
2. Claims not supported by a written report from the appropriate authorities.
3. Your decision not to remain in Your booked Accommodation when official directives from local authorities state it is acceptable to do so.
4. Any expenses recoverable from the tour operator, airline, hotel or provider of services.
5. In respect of item 1 - Hijack and Kidnap:
  - any claims arising out of any act(s) by You which would be considered as an offence by a court of Your Home Area if they had been committed in Your Home Area.
  - any claim where the detainment, interment or Hijack of You has not been reported or investigated by the Police or local authority.
6. In respect of item 2 - Mugging:
  - You must give notice as soon as possible to the Emergency Assistance Service of any Bodily Injury which necessitates Your admittance to hospital as an inpatient.
  - You must report the Mugging to the Police as soon as possible and obtain from them (at Your own expense) a written report of the incident.
  - You must obtain (at Your own expense) written confirmation of Your injuries and the period of inpatient treatment from the hospital.
7. In respect of item 3 - Catastrophe:
  - claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
8. Anything mentioned in the General Exclusions (page 14).

## Section 13 - Legal Expenses

### What You are covered for

If You suffer an incident that results in bodily injury, death or illness caused by a third party during the Trip, We will indemnify You for Legal Expenses incurred in pursuit of a claim for damages or compensation against the third party up to **£25,000 (£50,000 policy maximum)** for any one Trip.

### Specific Definitions applicable to Legal Expenses:

Legal Expenses shall mean:

1. Fees, expenses and other disbursements reasonably incurred (as determined by our legal counsel) by a Legal Representative in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused Your bodily injury, death or illness.
2. Fees, expenses and other disbursements reasonably incurred (as determined by our legal counsel) by a Legal Representative in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
3. Costs that You are legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

Legal Representative shall mean a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by Us to act on Your behalf.

### What You are not covered for

1. We will not be liable for anything mentioned in the General Exclusions (page 14).
2. We will not pay any liability for:
  - a) any claim reported to Us more than 12 months after the beginning of the incident which led to the claim;
  - b) Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You;
  - c) Legal Expenses incurred before receiving our prior written approval, unless such costs would have been incurred subsequently to Our approval;
  - d) Legal Expenses incurred in connection with any criminal or wilful act committed by You;
  - e) Legal Expenses incurred for any claim or legal proceedings brought against:
    - (i) a travel agent, tour operator, carrier, insurer or their agent; or
    - (ii) Us, You, or any company or person involved in arranging this policy;
  - f) fines, compensation or other penalties imposed by a court or other authority;
  - g) Legal Expenses incurred after You have not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or You not accepting an offer from Us to settle a claim;
  - h) Legal Expenses which We consider to be unreasonable or excessive or unreasonably incurred (as determined by Our legal counsel);
  - i) actions between individuals named on the Policy Schedule;
  - j) Legal Expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

### Specific Conditions applicable to Legal Expenses:

1. Written consent must be obtained from Us prior to incurring Legal Expenses. This consent will be given if You can satisfy Us that:
  - a) there are reasonable (as determined by Our legal counsel) grounds for pursuing or defending the claim or legal proceedings; and
  - b) it is reasonable (as determined by Our legal counsel) for Legal Expenses to be provided in a particular case.

The decision to grant consent will take into account the opinion of Your Legal Representative as well as that of Our own advisers. We may request, at Your own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, Your costs in obtaining this opinion will be covered by this Policy.

2. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.
3. If You are successful in any action, any Legal Expenses provided by Us will be reimbursed to Us.
4. We may at Our discretion assume control at any time of any claim or legal proceedings in Your name for damages and or compensation from a third party.
5. We may at Our discretion offer to settle a claim with You instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.
6. We may at Our discretion offer to settle a counter-claim against You instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

## Section 14 - Winter Sports

This section is only in force if shown on Your Policy Schedule and the appropriate additional premium has been paid.

If You intend to participate in any Winter Sports activity You must ensure that Your usual treating G.P. is happy for You to do so.

### What You are covered for:

#### Ski Equipment (own)

We will pay up to **£500** in respect of loss or damage to Your own Ski Equipment taken with You or purchased on Your Trip but subject to **£300** in respect of a single article, Pair or Set and **£150** loss of hired Ski Equipment which is Your responsibility.

#### Delayed Ski Equipment

We will pay up to **£200** for the hire of essential items if Your own Ski Equipment is misplaced, or stolen on Your outward journey for over 12 hours from the time You arrive at Your Trip destination; or if it is lost or damaged during Your stay at the ski resort.

#### Ski Pack (loss of)

We will pay up to **£300** for a proportional refund following the loss of use of Your Ski Pack following Your Bodily Injury or illness (as confirmed by Your treating Medical Practitioner).

#### Piste Closure

We will pay up to **£300 (£30 per day)** for each day that the resort is closed, for transportation costs per day to take You to an alternative skiing area in the event that ALL skiing facilities in Your pre-booked resort are closed due to lack of snow or avalanche (including risk of avalanche); or, if no other skiing area is available or accessible.

**Note:** this cover only applies outside of the United Kingdom and is only available during the published ski season for Your resort.

#### Avalanche / Weather Delay

We will pay up to **£200** for additional travel and Accommodation expenses necessarily incurred in the event that the outward or return journey of Your Trip is delayed more than 12 hours as a direct result of an avalanche, lack of snow or severe weather conditions.

#### Ski Equipment (own) and Delayed Ski Equipment

##### Special conditions relating to claims:

1. Anything mentioned in 'Special Conditions relating to claims' under section 4 – Baggage & passport. Any reference to 'Baggage' means 'Ski Equipment'.

##### What You are not covered for:

1. The Policy Excess, as shown in the Significant Features & Benefits (page 3), of each and every claim per incident for each Insured Person - Ski Equipment (own) only.
2. Anything mentioned in 'What You are not covered for' under section 4 – Baggage & passport (exclusion 12. does not apply). Any reference to 'Baggage' means 'Ski Equipment'.
3. Anything mentioned in the General Exclusions (page 14).

#### Basis of claims settlement – Ski Equipment

The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation as shown below. We may at Our option replace, reinstate or repair the lost or damaged Ski Equipment.

- |                           |                           |
|---------------------------|---------------------------|
| • Up to 1 year old - 90%  | • Up to 2 years old - 80% |
| • Up to 3 years old - 60% | • Up to 4 years old - 40% |
| • Up to 5 years old - 30% | • Over 5 years old - 10%  |

#### Ski Pack (loss of)

##### What You are not covered for:

1. Anything mentioned in 'What You are not covered for' under section 2 – Emergency medical & other expenses (although the Policy Excess does not apply).
2. You must provide (at Your own expense) written confirmation from a Medical Practitioner that the accidental injury or sickness prevented You from using Your Ski Pack.
3. Anything mentioned in the General Exclusions (page 14).

#### Piste Closure

##### What You are not covered for:

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Lack of snow, severe weather conditions or avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Anything mentioned in the General Exclusions (page 14).

## Avalanche / Weather Delay

### Special conditions relating to claims :

1. You must obtain written confirmation from the resort management of the avalanche, its effect on skiing facilities and confirmation of the closure and the dates applicable.

### What You are not covered for:

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Avalanche, lack of snow or severe weather conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Any circumstances where transport costs, compensation or alternative skiing facilities are offered to You.
4. Anything mentioned in the General Exclusions (page 14).

## General Conditions

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

1. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability We will not pay more than Our proportional share (not applicable to section 6 – Personal accident).
2. You must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take and cause to be taken all practicable steps to safeguard Your property from loss or damage and to recover property lost or stolen.
3. You have a duty to take reasonable care not to make a misrepresentation:  
Please take reasonable care to answer all Our questions honestly and to the best of Your knowledge. If You don't answer Our questions correctly, Your policy may be cancelled, or Your claims rejected or not fully paid.

## General Exclusions

These exclusions apply in addition to the exclusions that appear in each section of the policy.

### You are not covered for:

- 1) any loss or expense or any legal liability, injury, illness or death directly or indirectly due to, contributed to or caused by:
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
  - b) Terrorism - this exclusion does not apply to section 2 - Emergency medical & other expenses, section 3 - Hospital inconvenience benefit and section 6 - Personal accident;
  - c) participation in any activity not covered under the Acceptable Activities list (page 5) unless agreed by Us and for which the additional premium has been paid (if appropriate);
  - d) Your suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life);
  - e) You:
    - jumping or diving from piers, walls or rocks (including tombstoning and shorediving);
    - climbing on top of or jumping from a vehicle;
    - jumping from a building or balcony;
    - climbing or moving from any external part of any building to another part (apart from stairs) and falling, regardless of its height;
 unless Your life is in danger or You are attempting to save human life;
  - f) You being under the influence of drugs (except those prescribed by Your registered Medical Practitioner, but not when prescribed for the treatment of drug addiction);
  - g) Your abuse or prior abuse of solvents;
  - h) You drinking too much alcohol or alcohol abuse where it is reasonable foreseeable that such consumption could result in an impairment of Your faculties and/or judgment resulting in a claim. We do not expect You to avoid alcohol on Your Trips or holidays but We will not cover any claims arising because You have drunk so much alcohol that Your judgment is seriously affected and You need to make a claim as a result;
  - i) anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 2);

- j) Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This policy is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth does not constitute an unforeseen event;
  - k) any search and rescue costs;
  - l) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
  - m) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - n) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - o) You being exposed to the Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction;
  - p) pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
  - q) Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel (other than claims arising from You not being able to travel and use Your booked Accommodation or Curtailing the Trip before completion, as provided for under subsection v) of What You are covered for under Section 9 - Journey disruption including airspace closure cover - **Super Duper** cover only);
  - r) You driving, or in charge of a vehicle where Your blood/urine alcohol level is above the legal limit stated in the laws of the country where the incident occurs;
  - s) You driving a vehicle unless an applicable current United Kingdom driving licence is held permitting the use of such vehicle in the United Kingdom/Channel Islands and the country visited and subject to the Acceptable Activities list (page 5);
  - t) You engaging in active service in any of the Armed Forces of any nation, other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under the Cancellation or Curtailment Charges section (page 7);
  - u) a Trip in, to or through the following countries: Afghanistan, Liberia or Sudan;
- 2) any other loss, damage or additional expense following on from the event for which You are claiming, unless We provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following Bodily Injury, illness or disease.
  - 3) any loss due to currency exchange of any and every kind.

## Claims Conditions

You must comply with the following conditions to have the full protection of Your policy.

If You do not comply We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

### 1. Claims Notification:

#### For sections 1 to 7 & 9 to 14

You must notify Us at the following address:

Free Spirit Claims Department  
P J Hayman & Company Limited  
Stansted House  
Rowlands Castle  
PO9 6DX

Tel: **023 9241 9879**  
Monday to Friday 9am-5pm, closed Bank Holidays

Fax: **023 9241 9049**

E mail: **claims@freespirittravelinsurance.com**

The notification must be made within 31 days or as soon as possible thereafter following any Bodily Injury, illness, incident, event, Redundancy or the discovery of any loss or damage which may give rise to a claim under this policy.

You must also inform Us if You are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to Us without delay. You or anyone acting on Your behalf must not negotiate admit or repudiate any claim without Our written consent.

You or Your legal representatives must supply at Your own expense all information, evidence, details of household insurance and medical certificates as required by Us. We reserve the right to require You to undergo an independent medical examination at Our expense. We may also request and will pay for a post-mortem examination.

You must retain any property which is damaged, and, if requested, send it to Us at Your own expense. If We pay a claim for the full value of the property if it is subsequently recovered or there is any salvage then it will become Our property. We may refuse to reimburse You for any expenses for which You cannot provide receipts or bills.

#### For section 8 - End supplier failure only

You must notify Us, at the following address, of any occurrence which may give rise to a claim and should be advised as soon as reasonably practicable and in any event within 14 days to:

International Passenger Protection Claims Office  
IPP House  
22-26 Station Road  
West Wickham  
Kent  
BR4 0PR

or

- by telephone: **+44 (0)20 8776 3752**  
- by fax: **+44 (0)20 8776 3751**  
- by e mail: **info@ipplondon.co.uk**

IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will NOT be processed.

## 2. Subrogation

We are entitled to take over and conduct in Your name the defence and settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this policy to anyone else.

## 3. Fraudulent claims

Throughout Your dealings with Us We expect You to act honestly. If You or anyone acting for You:

- knowingly provides information to Us as part of Your application for Your policy that is not true and complete to the best of Your knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under Your policy; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by Your wilful act or caused with Your agreement, knowledge or collusion.

Then

- We may prosecute fraudulent claimants;
- We may make the policy void from the date of the fraudulent act;
- We will not pay any fraudulent claims;
- We will be entitled to recover from You the amount of any fraudulent claim already paid under Your policy since the start date;
- We shall not return any premium paid by You for the policy;
- We may inform the Police of the circumstances.

**You must follow these instructions as failure to do so could prejudice Your claim.**

### 1. Cancellation

Notify the travel agent/tour operator immediately You need to cancel, and obtain a Cancellation invoice. If You delay We will only pay for those costs that You would have had to pay on the date it would have been reasonable for You to cancel.

### 2. Curtailment/cutting short Your Trip

Contact Our Emergency Assistance provider to confirm that the reason for cutting short Your Trip will be covered and that Your expected additional expenses are reasonable.

### 3. Emergency medical expenses

Contact Our Emergency Assistance provider immediately if You are admitted as an inpatient.

### 4. Personal accident

Obtain a certificate from the treating Medical Practitioner or specialist. In the event of death, We will require sight of an original copy of the Death Certificate.

### 5. Damage to Baggage / Ski Equipment during Your Trip

Retain the items in case We wish to see them (note: You may not abandon any property to Us). You will need to obtain an estimate for repair or a letter confirming that the damage is irreparable.

### 6. Delay of Baggage / Ski Equipment in transit

Retain Your tickets/luggage tags and report the matter to the carrier and obtain a Property Irregularity Report form or its equivalent. If Your personal Baggage is delayed for more than 12 hours on Your outward journey and You need to buy or hire essential items, ensure that You keep all receipts.

### 7. Loss of Baggage / Ski Equipment, Personal Money and Travel Documents during Your Trip

Notify the police as soon as possible (within 24 hours of discovery or as soon as possible after that) and obtain a written report and reference number from them. Also report the loss to Your tour operator's representative or hotel/Accommodation manager and if possible obtain a written report. You will be expected to provide proof of purchase/ownership and/or receipts or pre-loss valuations.

### 8. Personal liability

You must not admit responsibility to anyone or agree to pay for any damage, repair costs or compensation. You must keep a detailed written record and send it to Us with any correspondence received, unanswered.

### 9. Travel delay/travel disruption

You need to obtain a letter from the airline, railway company or shipping line (or their handling agents) which shows the scheduled departure time, actual departure time and the reason for the delay. If You are delayed getting to Your Departure Point, You must provide proof of the delay (e.g. a Police or motoring organisation report) and provide receipts for necessary expenses incurred.

### 10. Legal expenses

Provide a detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies) as soon as possible after the event causing Your claim.

You will also need to supply Us with any writ, summons or other correspondence received from any third party. Please note that You should not admit liability, offer to make any payment or correspond with any third party without Our written consent. Details of any witnesses, providing written statements where available, should also be forwarded to Us.

### 11. Piste closure / avalanche or weather delay

Obtain written confirmation (giving full details of the time, dates, etc) from the Tour Operator's local representative or resort authorities stating the circumstances.

## Complaints Procedure

- **For sections 1 to 7 & 9 to 14** (excluding section 8 – End supplier failure)

#### Making Yourself heard

We aim to provide the highest standard of service to every customer. If Our service does not meet Your expectations, We want to hear about it so We can try to put things right. All complaints We receive are taken seriously. The following will help Us understand Your concerns and give a fair response.

#### Making Your complaint

If Your complaint relates to Your policy or a claim (for all sections excluding section 8 - End supplier failure) please contact Free Spirit.

#### Contact details:

The Customer Service Manager  
Free Spirit  
Stansted House  
Rowlands Castle  
Hampshire  
PO9 6DX

Tel: **023 9241 9833**

Email: **customerservices@pjhayman.com**

- **For section 8 - End supplier failure only**

In the first instance please contact:

The Managing Director  
International Passenger Protection Ltd  
IPP House  
22-26 Station Road  
West Wickham  
Kent  
BR4 0PR

If this does not resolve Your problem, please write to:

Policyholder & Market Assistance  
Lloyds  
One Lime Street  
London  
EC3N 7HA

- **Beyond Your insurer:**

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (Ombudsman).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service  
Exchange Tower, Harbour Exchange Square, London E14 9SR  
Telephone: **0300 123 9123** (freephone number for mobile users) or  
Telephone: **0800 023 4567** (freephone number for a landline)  
E mail: **complaint.info@financial-ombudsman.org.uk**

Referral to the FOS will not affect Your right to take legal action against Us.

Our promise to You:

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep You informed of progress.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use information from complaints to continuously improve Our service.

Calls are recorded and monitored.

## Financial Services Compensation Scheme (FSCS)

AmTrust Europe Ltd and International Passenger Protection Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Telephone number **0800 678 1100** or **020 7741 4100** or by visiting their website at **www.fscs.org.uk**