



CAMPBELL IRVINE

DIRECT TRAVEL INSURANCE



www.campbellirvinedirect.com

PLEASE ENSURE YOU READ THIS DOCUMENT CAREFULLY
AND KEEP IT WITH YOU WHEN TRAVELLING

2018

2nd Edition

INITIAL DISCLOSURE DOCUMENT

The Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

Who regulates us?

Campbell Irvine Ltd (registration No.306242) is authorised and regulated by the Financial Conduct Authority. You may check this on the Financial Services register www.fca.org.uk or by contacting them on +44 (0) 800 111 6768.

Which service will we provide you with?

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

What will you have to pay us for our services?

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

Are you covered by Financial Services Compensation Scheme (FSCS)?

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are: Financial Services Compensation Scheme Tel: 0800 678 1100 or 020 7741 4100

www.fscs.org.uk

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Settlement Terms

We will be responsible for collecting payment for all premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

Your Policy

Should you mislay your policy a replacement will be issued upon written request.

Governing Law and Language

The law of England and Wales allows the parties to choose the law applicable to the contract. You agree that; 1. this Policy will be governed and interpreted in accordance with the law of England and Wales and the English Courts will have exclusive jurisdiction in any dispute; and 2. communication of and in connection with this Policy shall be in the English language.

If AXA have to cancel your policy

If Insurers no longer wish to offer this Policy and need to cancel, we will write to you at the current address we have. The Policy will then be cancelled 30 days after the date of our letter. If the Policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the Policy during that Period of Insurance.

Other taxes or costs

Other taxes or costs may exist which are not imposed or charged by us.

What to do if you have a complaint

Please see the complaints procedure detailed in the Policy Document.

DEMANDS & NEEDS

Demands & Needs

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded Pre-existing Medical Conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy document. Subject to terms and conditions and maximum sums insured.

Important

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this Policy Document (paying particular attention to the Terms and Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this Policy Document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

POLICY DOCUMENT

This Policy Document, Booking Invoice or Validation Certificate (as applicable) and any endorsements set out the terms of the one contract between the **Insured Person(s)** and the Insurer and which sections of cover are operative.

Please read all of these documents to make sure they provide the cover required.

If they are not correct, or do not meet your Demands and Needs, please immediately return them within the 21 day Cooling Off Period.

You must take reasonable care not to make any misrepresentations and to provide complete and accurate answers to the questions we ask when you take out, make changes to, your Policy. If you fail to do so, your Policy may be void, or it may be cancelled, or your claim may be rejected or not fully paid.

This insurance is underwritten by AXA Travel Insurance who is an Appointed Representative of Inter Partner Assistance S.A., an insurance company incorporated in Belgium, whose registered office is at Avenue Louise, 166 -Bte 1 - 1050 Brussels, regulated by the Belgium Financial Services and Markets Authority and by the National Bank of Belgium under code number 0487. Inter Partner Assistance S.A. is a member of the AXA Group.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or contacting the Financial Conduct Authority on 0800 111 6768. FCA address: 25 The North Colonnade, London E14 5HS.

DEFINITIONS OF WORDS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy Document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

Baggage

Means luggage, clothing, personal effects, **Valuables** and other articles (but excluding personal money, tickets or documents of any kind) which belong to the **Insured Person** (or for which the **Insured Person** is legally responsible) which are worn, used or carried by the **Insured Person** during any insured trip.

Close Relative

Means mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in law, son in law, daughter in law, brother in law, sister in law, step parent, step child, step sister, step brother or legal guardian.

Dependent Business Partner

Means a person in the same employ as you who's absence from work necessitates your presence.

Diagnostic Tests

All laboratory and imaging (invasive and non-invasive) tests ordered by the treating doctor to help diagnose or rule out a suspected illness or condition including PET scans, CT scans, MRIs, EKGs, EMGs, X-rays, echocardiograms, cardiac nuclear studies or cardiovascular procedures such as coronary angiograms plus blood, urine or histopathological tests.

Home Country

Means the country that the **Insured Person** normally resides in.

Insured Person

Means any person named on the Booking Invoice or Validation Certificate (as applicable).

Medical Condition

Means any disease, illness or injury.

Medical Practitioner

Means a registered practising member of the medical profession who is not related to the **Insured Person** or any person with whom they are travelling.

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 each **Insured Person** will be responsible for paying the first part of the claim for each incident giving rise to a separate claim.

Pre-existing Medical Condition

Means:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs /medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression); for which you have suffered from or received medical advice or treatment for or been prescribed medication for in the last 5 (five) years.
- c) Any **Medical Condition** for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 (twelve) months, or are prescribed drugs /medication.

Strike or Industrial Action

Means any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Terrorism (including Cyber Terrorism)

Means an act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

Travelling Companion

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

Unattended

Means when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with their property.

Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction

Means 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

Means audio, visual, video, photographic, computer, laptops, iPad and/or android tablet or similar device, and portable navigation equipment, iPods, iPod touch and/or accessories, ebook readers, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, electronic games and sports equipment.

Volunteering

Means an **Insured Person's** participation in community or wildlife based conservation / project work when arranged by a professional organisation. This includes caring and teaching; and may also include supervised building/renovation projects if the activity does not form part of the **Insured Person's** usual occupation or involve the use of plant/trade/industrial machinery, or non domestic powertools.

Winter Sports Equipment

Means skis (including bindings), ski poles and snowboards.

SCHEDULE OF COVER

Sums Insured Per Person	up to	Excess per person
A Medical Expenses	£10,000,000	£75
Diagnostic Tests	£10,000	£75
In Patient Benefit	£300	Nil
Criminal Injuries	£5,000	Nil
Additional Mountain Rescue	£2,000	£75
B Personal Liability	£2,000,000	£250
C Personal Accident	£25,000	Nil
D Cancellation or Curtailment	£3,000	£75
E Delayed Departure or Arrival	£100	Nil
Cancellation due to Delayed Departure	£2,000	Nil
Hi-jack of Aircraft	£3,000	Nil
Interruption of Transport	£300	Nil
Missed Flight Connection (Optional)	£1,000	£75
F Personal Effects	£2,000	£75
Money	£500	
Tickets	£1,000	
Passport and Visas	£250	
Temporary Loss of Baggage	£100	Nil
G Legal Expenses	£50,000	£250
H Winter Sports Extension	Optional	£75

Please Note: this is only a summary of the sums insured and **Policy Excess**, full details are contained within the benefits section of this Policy Document.

24 HR MEDICAL EMERGENCIES

**From within the USA & Canada:
(Toll Free) 1-800-848-2350**

or

**From the rest of the World:
+44 (0) 203 318 8486**

The Medical Emergency Assistance Service will require the following information to assist in validating cover:

Scheme reference: **CIAXA18CIDR**

Booking Invoice or Validation Certificate number.

Dates of travel.

Contact details of treating hospital.

Signed Medical Consent Form.

IMMEDIATE CONTACT MUST BE MADE with the Medical Emergency Assistance Service in the event of death, injury or illness necessitating hospitalisation, repatriation, alteration to travel plans or curtailment of travel.

The Medical Emergency Assistance Service may require written consent to contact the **Insured Person's** usual **Medical Practitioner** to obtain details of any past medical history specifically relating to a claim under this insurance before confirming cover.

NOTE: THE INSURED PERSON'S FAILURE TO CONTACT THE MEDICAL EMERGENCY ASSISTANCE SERVICE MAY RESULT IN A CLAIM BEING REDUCED OR DECLINED.

THIS IS NOT PRIVATE MEDICAL INSURANCE.

A note to all **Insured Persons**, doctors and hospitals. This is not a private medical insurance. If any medical treatment is needed, you must tell us immediately or we may not guarantee medical expenses. If you need any medical treatment, you must allow the Medical Emergency Assistance Service to see all of your medical records and information.

HEALTH DECLARATION & HEALTH EXCLUSIONS

Important Declaration

Anyone named under this Policy must have read this Important Declaration and understood the terms, conditions and exclusions relating to their health and anyone else upon whom your trip depends.

This Policy contains health restrictions that apply to your cover under certain sections of this Policy. This Policy can only provide cover in respect of an accident or illness which is sudden, unforeseen and beyond your reasonable control.

Cover is excluded for any defined **Pre-existing Medical Condition**. If in doubt please call the medical screening helpline, in confidence on: **01702 427 237**

Definition of a Pre-existing Medical Condition:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs /medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression); for which you have suffered from or received medical advice or treatment for or been prescribed medication for in the last 5 (five) years.
- c) Any **Medical Condition** for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 (twelve) months, or are prescribed drugs /medication.

HOW TO DISCLOSE PRE-EXISTING MEDICAL CONDITIONS

The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **Pre-existing Medical Conditions**. You will be asked for your personal and travel details. Please have your insurance policy number to hand if known.

You will be advised whether the **Pre-existing Medical Condition** may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and you elect to take up the offer of the additional cover, you will be given a medical screening reference number and a letter will be sent to you upon receipt of payment. Any additional premiums must be paid directly to the medical screening helpline and not the company you are arranging your travel insurance with.

Should you not contact the medical screening helpline or not wish to take advantage of the optional terms quoted by the medical screening helpline, or if you fail to declare any **Medical Conditions**, you will not be covered for any claims arising from all **Medical Conditions** or linked conditions from a **Pre-existing Medical Conditions**.

There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless you are able to agree to the '**NON-TRAVELLING RELATIVES**' section of this policy.

You should also refer to the General Exclusions of this Policy Document.

If you fail to declare a **Medical Condition** and the policy would have still been issued to you but for an additional premium the insurer may decide to make a proportionate settlement in line with the premium you have paid.

CHANGE OF HEALTH

If, after purchasing your Policy but before departing on your trip or booking another trip, there is a change in **Medical Condition(s)** or development of a new condition for you or anyone insured under this Policy, you must contact the Medical Screening helpline on **01702 427 237** as soon as possible.

We will assess the change in health and confirm if cover for the **Medical Condition(s)** can continue for further trips. If we can continue to offer you cover there may be a further charge applied in order to cover this change or new condition. If we cannot continue to offer you cover, you can either submit a cancellation claim if you have booked and paid for a trip that you have not yet made; or cancel your Policy and we will send you an appropriate refund as long as you have not travelled or made a claim.

If you fail to declare a change in health, claims arising from all **Medical Conditions** or linked conditions may not be paid.

NON TRAVELLING RELATIVES

You may have a **Close Relative** with a **Medical Condition** who is not travelling with you. In some cases, if their state of health deteriorates greatly, you may want to cancel or curtail your trip. Subject to all the other terms and conditions, such claims are covered if the relative's doctor is prepared to state that at the date you bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary. If the doctor will not confirm this, your claim is not covered.

PREGNANCY

Normal pregnancy, without any accompanying bodily injury, illness, disease or complication is not covered under this Policy.

This Policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a complication of pregnancy or if you were unaware of the pregnancy at the time of purchasing the insurance or booking a trip (whichever is later) and you are advised not to travel by a **Medical Practitioner**.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that you check with them or with any other transport provider before you book the trip. Please also ensure that your **Medical Practitioner** and midwife are aware of your travel plans, that there are no known complications and that you are not travelling against any medical advice.

GENERAL ENQUIRIES

If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact the Insurance Brokers who arrange the scheme: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ Tel: 0207 938 1734.

COMPLAINTS PROCEDURE

If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:
Claims Settlement Agencies Limited
308-314 London Road, Hadleigh
Essex SS7 2DD
Tel: +44 (0) 1702 553 443
Email: info@csal.co.uk

If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:

The General Manager
Campbell Irvine Ltd, 52 Earls Court Road
Kensington, London W8 6EJ
Tel: 020 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

If your complaint relates to insurance purchased from us via electronic means, you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on your behalf.

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.

Tel: 0300 123 9123 (freephone number for mobile users) or 0800 023 4567 (freephone number for a landline).

Email: complaint.info@financial-ombudsman.org.uk

Referral to the FOS will not affect your right to take legal action against us.

www.financial-ombudsman.org.uk

PERIOD OF INSURANCE

The period that you are insured for as shown on your Booking Invoice or Validation Certificate (as applicable).

Single Trip

Cover under Section D – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their residence or place of business to commence travel. Cancellation cover shall only apply for a period of up to 24 months prior to the trip departure date stated on your Booking Invoice or Validation Certificate (as applicable).

Cover under all other sections of the policy starts when the **Insured Person** leaves their normal residence or place of business to commence their trip or from the date shown on the Booking Invoice or Validation Certificate (as appropriate). The maximum trip duration for persons aged 70 to 74 years of age is limited to 31 days.

All cover ends on the **Insured Person's** return home, within 24 hours of their return to their **Home Country**, or at the expiry of the Period of Insurance, whichever is first.

For One Way Travel, all cover ceases on arrival at final destination.

Annual Multi Trip

Any one trip shall be limited to a maximum duration of 70 days, or 31 days if aged 66 years or more at date of payment of insurance premium. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 70/31 days will not be insured.

Cover under Section D – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Person's** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance as shown on your Booking Invoice or Validation Certificate (as applicable).

Automatic Trip Extension

If the **Insured Person** is prevented from completing their travel before the expiration of this Insurance as stated under the Period of Insurance on the Booking Invoice or Validation Certificate (as applicable) for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of an **Insured Person** being hijacked, cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

Please ensure you arrange cover for the entire duration of your travel.

IMPORTANT INFORMATION

The **Insured Person** must comply with all the terms and conditions stated in this Policy Document, exercise reasonable care, and act as if uninsured at all times to have the full protection of their policy. If the **Insured Person** does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

General Conditions

1. At the time of purchasing this insurance you will have been asked questions to enable us to assess your risk. These may include but are not limited to questions about your state of health or that of an immediate relative or any planned sports or activities. You must take reasonable care to answer these questions completely and accurately. If the answers given change after the Policy was purchased you must notify us of this change. Upon any failure to answer the questions completely, accurately or honestly, or to inform us of any change, your Policy may be declared void, or be cancelled, or we may refuse to pay your claim in full or in part, or we may revise the premium due or we may change any **Policy Excess**, or the extent of your cover under the Policy may be affected.

2. This Insurance is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature (other than **Volunteering**) or any hazardous activity not agreed on behalf of the Insurer.

3. The appropriate additional premium has been paid by any person aged 66 years or more at date of payment of the insurance premium. This insurance is not available to persons aged 75 years or more at date of payment of the insurance premium (limited to 70 years or more at date of payment of the insurance premium for annual multi trip policies unless agreed in writing).

4. That you contact the Medical Emergency Assistance Service as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

5. As the Insurer is based in England, they propose to apply the laws of England and Wales and having read and understood the terms and conditions of this policy, the **Insured Person** has agreed to this. English Courts will have exclusive jurisdiction in any dispute.

Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only the **Insured Persons** and the Insurer can enforce any terms of this Policy which may be varied or cancelled without consent of any third party.

DATA PROTECTION

Details of you, your insurance cover under this policy and claims will be held by Inter Partner Assistance SA (IPA) (acting as Data Controller) for underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in the IPA website privacy notice (see below).

IPA collect and process these details as necessary for performance of the contract of insurance with you or complying with their legal obligations, or otherwise in their legitimate interests in managing their business and providing their products and services.

These activities may include:

a. use of sensitive information about the health or vulnerability of you or others involved in your assistance guarantees, in order to provide the services described in this policy, By using their services, you consent to them using such information for these purposes,

b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to service providers and agents in order to administer and service your insurance cover, to provide you with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record keeping, training and quality control;

d. technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory); detailed analyses on claims/missions/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;

e. obtaining and storing any relevant and appropriate supporting evidence for your claim, for the purpose of providing services under this policy and validating your claim; and

f. sending you feedback requests or surveys relating to our services, and other customer care communications. IPA carry out these activities within the UK and EEA, and outside the EEA. The data protection laws and/or the agreements we have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements we have entered into within the EEA.

By purchasing this policy and using their services, you acknowledge that they may use your personal data, and consent to their use of sensitive information, both

as described above. If you provide us with details of other individuals, you agree to inform them of the use of their data as described here and, in the IPA website, privacy notice (see below).

IPA will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

You are entitled on request to a copy of the information IPA hold about you, and you have other rights in relation to how IPA use your data (as set out in the IPA website privacy notice – see below). Please let IPA know if you think any information they hold about you is inaccurate, so that it may be corrected.

If you want to know what information is held about you by IPA, or have other requests or concerns relating to our use of your data, please write to them at:

Data Protection Officer
AXA Travel Insurance
106-108 Station Road
Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

The AXA full privacy notice is available at: www.axa-assistance.com/en.privacypolicy
Alternatively, a hard copy is available from them on request.

COOLING OFF PERIOD

Statutory cancellation rights

You may cancel this policy within 21 days of receipt of the policy documents by writing to your issuing agent. 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 21 day Cooling Off Period

You may cancel this policy at any time after the statutory 21 day Cooling Off Period by writing to your issuing agent. If you cancel after the statutory 21 day Cooling Off Period no premium refund will be made.

Non payment of premiums

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

Fraudulent Claims

The **Insured Person** must not act in a fraudulent manner. If the **Insured Person** or anyone acting for them:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or

- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by the **Insured Person's** wilful act or with your connivance

Then:

- The Insurer shall not pay the claim
- The Insurer shall not pay any other claim which has been made or will be made under the policy.
- The Insurer may at their option declare the policy void.
- The Insurer shall be entitled to recover from the **Insured Person** the amount of any claim already paid under the policy.
- The Insurer shall not make any premium returns.
- The Insurer may inform the Police of the circumstances.

RECIPROCAL HEALTH CARE

This travel insurance policy is not a private medical insurance and where possible every effort should be made to utilise any reciprocal health care facility.

Should you require medical treatment in Australia you **MUST** enrol with MEDICARE www.humanservices.gov.au. It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with the Medical Emergency Assistance Service and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided.

Note: Your failure to contact the Medical Emergency Assistance Service may result in a claim being reduced or declined.

Should you require medical care in Europe, a European Health Insurance Card (EHIC) entitles the **Insured Person** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at www.ehic.org.uk
Telephone: 0300 330 1350

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance;

at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

Duplicate Insurance

If at the time of loss, theft, damage, expense or liability

insured by Sections A, D, E, F, G, and H there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

Subrogation

The Insurer is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Insured Person's** name for the Insurer's benefit against any other party.

CLAIM CONDITIONS

Documentation:

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the **Insured Person** or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The **Insured Person** shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of the **Insured Person** the Insurer shall be entitled to have a post-mortem examination at their own expense.

Recognising Our Rights:

You and each **Insured Person** must recognise the Insurer's right to:

1. Pay, repair or replace choose either to pay the amount of a claim (less any **Policy Excess** and up to any Sum Insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
2. Inspect & dispose of items inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
3. Handle a claim in your name take over and deal with the defence or settlement of any claim in your name and keep any amount recovered;
4. Pay in sterling settle all claims in pounds sterling;
5. Be reimbursed promptly be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which the Insurer pays to you or on your behalf;
6. Receive medical certificates be supplied at your expense with appropriate original medical certificates where required before paying a claim.
7. Carry out medical examinations request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at their expense.

Paying Claims:

1. Death

A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

2. All other Claims

A. If the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

Please refer to the Claims Checklist at the back of this policy document for a list of documentation required by Claims Handlers to process a claim.

GENERAL EXCLUSIONS

Policy Excesses – Applicable to most claims

The Insurer shall not pay:

- a) The first £75 of each and every claim, per incident claimed for under each Section by each **Insured Person**.
- b) The first £250 of each and every claim arising from the same incident under Sections B rented accommodation (in respect of the use of rented temporary accommodation only) and G Legal Expenses.

No **Policy Excess** applies to Sections C - Personal Accident, D - Loss of deposit only, E1, E2 & E3 Travel Delay, F5 - Temporary loss of Baggage and H - Piste Closure only.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance; at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

The **Insured Person** will not be covered under Section A – Medical Expenses, Section C – Personal Accident or Section D – Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

- i) Any **Pre-existing Medical Condition** unless you have contacted the medical screening helpline on **01702 427 237** and the Insurer has agreed to provide cover and you have paid the additional premium required.
- ii) Any **Medical Condition** that the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.
- iii) Any **Medical Condition** the **Insured Person** is aware of but which has not had a formal diagnosis.
- iv) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is on a waiting list for or has knowledge of the need for surgery in a hospital; or

B) After the date this policy was purchased including prior to booking any individual journey in respect of an Annual Multi Trip Policy:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the '**HEALTH DECLARATION**' section has not been followed.

C) At any time:

- i) Any **Medical Condition** the **Insured Person** has in respect of which a **Medical Practitioner** has advised them not to travel or would have done so had they sought his/her advice.
- ii) Any surgery, treatment or investigations for which you intend to travel outside your **Home Country** 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 the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;
- v) Participating in any activity where the **Insured Person** has been advised against doing so by a **Medical Practitioner**.

The Insurer shall not pay (unless agreed in writing by or on behalf of the Insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

- 1.(a) (i) Mountaineering or climbing; pot-holing; sports tours; motorised competitions; racing; competing in or practicing for speed or time trials of any kind; or

(ii) Travelling by quadbike or motorcycle (except in respect of motorcycles only up to 125cc which are hired or borrowed during the Period of Insurance and the **Insured Persons** are wearing crash helmets); or
(iii) Driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle on a public highway without the appropriate driving licence.

(iv) Skiing, snowboarding and snowmobiling, unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable), but always excluding ski racing, ski jumping, freestyle winter sports, ice hockey or the use of bobsleighs or skeletons.

(b) Any activity where **Insured Persons** do not wear the recommended/recognised safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or

(c) Any activity in the air (other than as a passenger in a fully licensed passenger-carrying-aircraft, bungee jumping or parasailing); or

(d) Wilful exposure to needless danger (other than in an attempt to save human life); or

(e) Air travel within 24 hours of scuba diving.

Note: Exclusions 1(a), (b) and (c) are not applicable to cancellation claims under Section D.

Note: Please see Sporting and Hazardous Activities Section.

2. Private medical treatment unless authorised by the Medical Emergency Assistance Service.

3. Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.

4. The **Insured Person's** participation in any criminal or illegal acts.

5.(a) Unless the Insurer provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which the **Insured Person** is claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.

(b) Any costs for;

(i) telephone calls (other than the first call to the Medical Emergency Assistance Service to notify them of a medical problem requiring hospitalisation); or

(ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or

(iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).

6. Any exposure to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.

7.(a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

8. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

9. Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of **Terrorism (including Cyber Terrorism)** where you are actively engaged and/or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.

10. Any **Insured Person's** travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against travel, unless agreed by or on behalf of the Insurer.

11. Any search or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This exclusion does not include medical evacuation costs by the most appropriate transport detailed in Section A1, or non medical Mountain Rescue Costs detailed in Section A5.

12. Any circumstances the **Insured Person** is aware of that could reasonably be expected to give rise to a claim on this policy unless the **Insured Person** has been given the Insurer's written agreement.

13. The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

14. Any other loss connected to the event you are claiming for unless the Insurer specifically provides cover under this policy.

15. Any disinclination to travel.

16. Any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION A: EMERGENCY MEDICAL EXPENSES

WHAT YOU ARE COVERED FOR

1. Emergency Medical, Repatriation and Associated Expenses. Up to £10,000,000

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's Home Country** including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance / necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Medical Emergency Assistance Service; or their Agents).

Note: The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the Medical Emergency Assistance Service, the **Insured Person** is fit to travel.

ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hi-jacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Medical Emergency Assistance Service.

iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.

iv) the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 (the cost of burial or cremation is not included); or funeral expenses incurred abroad up to £1,000.

2. Diagnostic Tests

The Insurer will pay up to £10,000 for **Diagnostic Tests** incurred outside the **Insured Person's Home Country**.

3. In Patient Benefit. Up to £300

In addition to the costs referred to above, the Insurer will also pay the sum of £20 compensation for each complete day, up to £300, that the **Insured Person** is admitted to hospital outside their **Home Country**.

4. Criminal Injuries. Up to £5,000

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the In Patient Benefit payable under Section A3 is increased to £100 each complete day, up to £5,000, that the **Insured Person** is admitted to hospital outside of their **Home Country**.

5. Additional Mountain Rescue. Up to £2,000

Should an **Insured Person** require Mountain Rescue Services during the Period of Insurance deemed necessary by the local Rescue Authorities and approved by the Insurer's Medical Emergency Assistance Service, the Insurer will reimburse all receipted costs incurred to provide Mountain Rescue Services up to the Sum Insured in order to preserve the life of an **Insured Person** in the event of a non medical emergency.

Specific Conditions applicable to A5. Additional Mountain Rescue.

1. Contact must be made with the Medical Emergency Assistance Service on: +44 (0) 203 318 8486 as soon as possible;

2. All reasonable local safety advice has been obtained and followed;

3. Expenses are only payable for the **Insured Person's** proportion of the Mountain Rescue operation up to the Sum Insured.

4. Costs will only be covered up to the point when the **Insured Person** is recovered by the Mountain Rescue Services or at the time when the authorities advise that continuing the rescue is no longer viable.

5. A written statement from the appropriate local Rescue Authorities involved in the rescue must be obtained and provided to the Insurer in the event of a claim.

**WHAT YOU ARE NOT COVERED FOR
EXCLUSIONS APPLICABLE TO SECTIONS
A1, A2, A3, A4 and A5**

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.
3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.
4. medical expenses incurred in an **Insured Person's Home Country**.
5. a claim that is not verified by a medical report whilst travelling.
6. elective or cosmetic surgery is excluded except in the event of reconstruction following an accident. Any procedures require advance approval from the Insurer and its medical advisors.
7. dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.
8. any form of treatment or surgery which in the opinion of the Medical Emergency Assistance Service can reasonably be delayed until the **Insured Person's** return to their **Home Country**.
9. any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your **Home Country** after the date when, in the opinion of the Medical Emergency Assistance Service, you should have done so.
10. accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by the Medical Emergency Assistance Service.
11. medication an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).
12. a **Policy Excess** which will apply to this section, please refer to General Exclusions.

SECTION B: PERSONAL LIABILITY

WHAT YOU ARE COVERED FOR

The Insurer will pay up to £2,000,000 (inclusive of legal costs and expenses) if the **Insured Person** becomes legally liable to pay damages in respect of:

1. accidental bodily injury, including death, illness and disease to a person; and/or
2. accidental loss of or damage to material property (property that is both material and tangible); arising during the Period of Insurance, the Insurer will indemnify the **Insured Person** 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
EXCLUSIONS APPLICABLE TO SECTION B**

1. The Insurer will not pay the **Policy Excess** as shown in the General Exclusions Section.
2. The Insurer will not pay for anything mentioned in the General Exclusions Section.
3. The Insurer will not pay any liability for:
 - a) bodily injury, illness or disease of any person who is an **Insured Person's Close Relative, Travelling Companion**, or under a contract of employment, service or apprenticeship with an **Insured Person** when the bodily injury, illness or disease arises out of and in the course of their employment with an **Insured Person**;
 - b) loss or damage to property belonging to or held in trust by or in the custody or control of an **Insured Person** other than temporary accommodation occupied by an **Insured Person** during the Period of Insurance;
 - c) bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by an **Insured Person** or on behalf of an **Insured Person** of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft), mechanically propelled vehicles (other than wheelchairs, electric wheelchairs and mobility scooters, golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
 - d) 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;
 - e) fraudulent, dishonest or criminal acts of an **Insured Person** or any person authorised by an **Insured Person**;

- f) 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;
- g) any claim assumed by an **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- h) punitive or exemplary damages.

Provided that

1. The **Insured Person** or their legal representatives will give the Insurer written notice immediately if the **Insured Person** has received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of the **Insured Person** without the Insurer's prior written consent.
3. Every claim notice, letter, writ or process or other document served on an **Insured Person** shall be forwarded to the Insurer immediately upon receipt.
4. The Insurer shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for the Insurer's own benefit any claim for indemnity or damages against all other parties or persons.
5. The Insurer may at any time pay the **Insured Person** in connection with any claim or series of claims up to £2,000,000 (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 the Insurer 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 C: PERSONAL ACCIDENT

WHAT YOU ARE COVERED FOR

Up to £25,000

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer will pay the following Sums Insured:

- | | |
|-------------------------------------------------|---------|
| 1. Death, or | £10,000 |
| 2. Loss of Sight of One or Both eyes, or | £25,000 |
| 3. Loss of One or More Limbs , or | £25,000 |
| 4. Permanent Total Disablement | £25,000 |

Provided that:

- A) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death
- B) the total compensation in respect of any one **Insured Person** shall not exceed £25,000.

Definitions

Loss of One or More Limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

Loss of Sight: total and irrecoverable loss of sight which shall be considered as having occurred:

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

Permanent Total Disablement: A disability which has lasted for at least 12 months from which the Insurer believes the **Insured Person** will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

Note: If an **Insured Person** was already disabled before the bodily injury or already had a condition which is gradually getting worse, the Insurer may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:
A. the disability after the bodily injury; and
B. the extent to which the disability is affected by the disability or condition before the Accident.

SECTION D: CANCELLATION OR CURTAILMENT

WHAT YOU ARE COVERED FOR

Up to £3,000

Note: Unless the appropriate additional Top Up Cancellation premium has been paid and is shown on your Booking Invoice or Validation Certificate (as applicable).

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it before completion as a result of:

- 1) the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured **Travelling Companion**.
- 2) the death, serious injury or illness of,
 - a **Close Relative**, or
 - the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or
 - a **Dependent Business Partner**, of the **Insured Person** or insured **Travelling Companion** which necessitates the presence of the person concerned.
- 3) Hijack.
- 4) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.
- 5) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

- a) for Cancellation prior to departure; for the **Insured Person's** irrecoverable portion of costs; for travel, accommodation, pre-booked excursions, tours, courses and/or events up to the Sum Insured for any of the above reasons, (including **Winter Sports Equipment** hire, ski school and lift passes for Winter Sports trips where the appropriate premium has been paid and shown on your Booking Invoice or Validation certificate) which have not been used and the **Insured Person** has paid or is contracted to pay; or
- b) for Curtailment after initial departure; or from the date the **Insured Person** was hospitalised as an in-patient;

either, (i) a pro-rata proportion of non-refundable unused inclusive tour costs,

or, (ii) alternatively the original value of non-refundable unused air tickets up to the Sum Insured for any of the above reasons.

Note: The proportionate value of costs will be calculated either from the date of return to the **Insured Person's Home Country**, or from the date the **Insured Person** was hospitalised as an in-patient until the date they are discharged. The claim will only be based on the number of full days not used.

Where return to a **Insured Person's Home Country** is necessary in an emergency situation they should contact the Medical Emergency Assistance Service who may be able to assist in having existing air tickets amended.

WHAT YOU ARE NOT COVERED FOR

EXCLUSIONS APPLICABLE TO SECTION D

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required. There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative** unless you are able to agree to the '**NON-TRAVELLING RELATIVES**' section of this policy.
3. the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
4. the **Insured Person** having to cut short their trip but not returning to their **Home Country**, in which case the Insurer will only pay the equivalent costs which the **Insured Person** would have incurred had they returned to their **Home Country**.
5. the **Insured Person** being unable to continue with their travel due to their failure to obtain the passport or visa they require for their trip.
6. a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).
7. claims associated with the cost of accommodation paid for using Avios Awards or any other loyalty point scheme.
8. a **Policy Excess** which will apply to this Section, please refer to General Exclusions.

SECTION E: TRAVEL DELAY

WHAT YOU ARE COVERED FOR

1. Delayed Departure or Arrival

a) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 8 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism including Cyber Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Insurer will pay £25 for each complete 8 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100.

b) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary due to **Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, adverse weather conditions or mechanical breakdown of the aircraft, train or sea vessel, and as a direct result, the **Insured Person** elects to cancel the whole travel itinerary prior to departure.

The Insurer will pay irrecoverable payments and charges made for the travel, accommodation, tours or excursions up to £2,000.

2. Hi-Jack of Aircraft

The Insurer will pay compensation of £100 per complete day that the **Insured Person** is in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which the **Insured Person** is travelling as a passenger, up to £3,000.

3. Failure of Transport Connections in your Home Country

If the **Insured Person** arrives at the point of international departure in their **Home Country** too late to commence the booked travel as the result of failure of scheduled public transport services in their **Home Country** due to inclement weather, **Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which the **Insured Person** is travelling to the point of departure, the Insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by the **Insured Person** in order to reach the booked destination.

4. Missed Flight Connection (optional). Up to £1,000

Note: The following section is only applicable only if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) and in addition to the cover granted under all other sections of this Insurance.

The Insurer will pay each **Insured Person** up to £1,000 for the cost of reasonable extra accommodation and travel expenses to allow you to carry on with your trip, if you arrive at your international or final departure point too late to board your booked scheduled public transport due to; **Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, mechanical breakdown or adverse weather which interrupts your booked scheduled public transport services including booked connecting flights.

WHAT YOU ARE NOT COVERED FOR

EXCLUSIONS APPLICABLE TO SECTION E

The Insurer shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

1. **Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
2. the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.
3. Any claim for Missed Flight Connection when the required additional premium has not been paid.
4. Any claim for Missed Flight Connection when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged (or longer if flight reservation systems require longer periods for connections).
5. a **Policy Excess** which will apply to Section E 4 Missed Flight Connections, please refer to General Exclusions.

SECTION F: PERSONAL EFFECTS

WHAT YOU ARE COVERED FOR

The Insurer will pay for Loss, Theft or Damage to:

1. **Baggage. Up to £2,000.**

The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.

2. **Personal Monies. Up to £500.**

Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

3. **Tickets. Up to £1,000.**

Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

4. **Passport or Visas. Up to £250.**

In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and accepted expenses incurred to obtain the same.

5. **Temporary Loss of Baggage up to £100.**

If **Baggage** is temporarily lost for more than 8 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the **Insured Person** up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

Note: In respect of cash cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

WHAT YOU ARE NOT COVERED FOR EXCLUSIONS APPLICABLE TO SECTIONS F & H

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. **Winter Sports Equipment** is excluded unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable).
3. loss, theft or damage to property hired to the **Insured Person** or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
5. the breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due

to fire or other accident to the vessel, aircraft or vehicle in which they are being carried.

6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.
9. shortages due to error or omission, depreciation in value.
10. a **Policy Excess** which will apply to this Section, please refer to General Exclusions

Provided that

The **Insured Person** must comply with the following conditions to have the full protection of their policy. If the **Insured Person** does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

1. The **Insured Person** shall act at all times as if uninsured and shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.
2. The maximum the Insurer will pay for any insured article shall be limited to £250, the value of a pair or set of articles shall be limited to £250, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.
3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
4. There is a maximum limit of £350 in total in respect of all **Valuables**.
5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.
6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £150 per pair. No **Policy Excess** shall apply.
7. The **Insured Person's** failure to comply with local authority advice when checking in **Baggage** may result in a claim being reduced or declined.

SECTION G: LEGAL EXPENSES

WHAT YOU ARE COVERED FOR

Up to £50,000

If the **Insured Person** suffers an incident that results in bodily injury, death or illness caused by a third party during the Period of Insurance, the Insurer will indemnify the **Insured Person** for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against the third party up to £50,000 for any one journey.

Specific Definitions applicable to the Legal Expenses Section:

Legal Expenses shall mean:

1. Fees, expenses and other disbursements reasonably incurred (as determined by the Insurer's 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 the **Insured Person's** bodily injury, death or illness.
2. Fees, expenses and other disbursements reasonably incurred (as determined by the Insurer's legal counsel) by a **Legal Representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
3. Costs that the **Insured Person** is 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 the Insurer to act on the **Insured Person's** behalf.

WHAT YOU ARE NOT COVERED FOR

EXCLUSIONS APPLICABLE TO SECTION G:

1. A **Policy Excess** will apply to this Section, please refer to General Exclusions.
2. The Insurer will not pay for anything mentioned in the General Exclusions Section.
3. The Insurer will not pay any liability arising from:
 - a) any claim reported to the Insurer 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 an **Insured Person**;
 - c) **Legal Expenses** incurred before receiving the Insurer's prior written approval, unless such costs would have been incurred subsequently to the Insurer's approval;
 - d) **Legal Expenses** incurred in connection with any criminal or wilful act committed by an **Insured Person**;
 - 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) The Insurer, the **Insured Person** 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 the **Insured Person** has 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 the **Insured Person** not accepting an offer from the Insurer to settle a claim;
 - h) **Legal Expenses** which the Insurer considers to be unreasonable or excessive or unreasonably incurred (as determined by the Insurer's legal counsel);
 - i) actions between individuals named on the Booking Invoice or Validation Certificate;
 - j) **Legal Expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

Provided that

1. Written consent must be obtained from the Insurer prior to incurring **Legal Expenses**. This consent will be given if the **Insured Person** can satisfy the Insurer that:

- a) there are reasonable (as determined by the Insurer's legal counsel) grounds for pursuing or defending the claim or legal proceedings; and
- b) it is reasonable (as determined by the Insurer's legal counsel) for **Legal Expenses** to be provided in a particular case.

The decision to grant consent will take into account the opinion of the **Insured Person's Legal Representative** as well as that of the Insurer's own advisers. The Insurer may request, at the **Insured Person's** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, the **Insured Person's** 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 the **Insured Person** is successful in any action, any **Legal Expenses** provided by the Insurer will be reimbursed to the Insurer.

4. The Insurer may at their discretion assume control at any time of any claim or legal proceedings in the **Insured Person's** name for damages and or compensation from a third party.

5. The Insurer may at their discretion offer to settle a claim with the **Insured Person** 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. The Insurer may at their discretion offer to settle a counter-claim against the **Insured Person** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

SECTION H: WINTER SPORTS EXTENSION - OPTIONAL

WHAT YOU ARE COVERED FOR

Note: The following section is only applicable only if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) and in addition to the cover granted under all other sections of this Insurance.

1. Winter Sports Equipment up to £350

The Insurer will pay up to the Sum Insured in respect of:

- a) Loss, theft or breakage of **Winter Sports Equipment** owned by the **Insured Person**.
- b) Loss, theft or breakage of **Winter Sports Equipment** hired to and in the charge of the **Insured Person**.

Note: There is a limit of £250 for any single item, set or pair.

There is an overall limit of £100 in respect of hired **Winter Sports Equipment**. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, the maximum payable shall be limited to £100.

Claims will in any event be settled on the basis of 20% depreciation each year for such items.

2. Winter Sports Equipment Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of **Winter Sports Equipment** following:-

- a) Loss, theft or breakage of an **Insured Person's Winter Sports Equipment**.
- b) The misdirection or delay in transit of an **Insured Person's Winter Sports Equipment**, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

3. Ski Pack up to £300

The Insurer will pay up to the Sum Insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

- a) Accident or sickness of an **Insured Person**.
- b) Loss, theft or damage of ski pass.

4. Piste Closure up to £200

The Insurer will pay up to £20 for each 24 hour period that it is not possible to ski, up to the maximum Sum Insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an **Insured Person's** pre-booked resort following the closure of skiing facilities.

5. Avalanche Closure up to £150

The Insurer will pay up to the Sum Insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport is delayed beyond the scheduled arrival time as a direct result of avalanche. Subject to a delay of not less than 12 hours having occurred.

Note: This Winter Sports Extension is subject to the same Conditions and Exclusions as Section F Personal Effects, other than the exclusion of hired **Winter Sports Equipment**.

WHAT YOU ARE NOT COVERED FOR

EXCLUSIONS APPLICABLE TO SECTION H:

The Insurer shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. occurrences detailed above that do not occur during the Period of Insurance.
2. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, freestyle winter sports or the use of bob sleighs or skeletons.
3. the **Winter Sports Equipment** Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of **Winter Sports Equipment** over five years old.
5. loss, theft or damage to **Winter Sports Equipment** carried on a vehicle roof rack.
6. loss of or damage to **Winter Sports Equipment** whilst in use.
7. Piste Closure outside the months that constitute the local regular ski season.
8. a **Policy Excess** which will apply to this Section, please refer to General Exclusions.

Note: Winter Sports activities using a recognised piste are only insured if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable). Random 'off piste' winter sports activities will only be insured if, in addition to the requirement noted above, they are with a qualified instructor or in a group of not less than 3 persons in possession of working communications or portable telephones. No cover for winter sports activities against local authority advice.

WORLDWIDE ANNUAL MULTI TRIP TRAVEL INSURANCE

Where this Insurance is being issued as an Annual Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) it is agreed by the Insurer to cover all trips made by the **Insured Person(s)** during the Period of Insurance:

- a) to destinations outside of their **Home Country** and;
- b) within their **Home Country** if such trip includes at least two nights pre-booked accommodation.

Subject to the following:

- 1) The maximum duration of any one trip shall not exceed 70 days, limited to 31 days if aged 66 to 69 years old at date of payment of insurance premium. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip as stated is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children of an **Insured Person** can be included without charge, including independent travel, provided they are aged 18 years or under, or 21 years or under if in full time education at the date of payment of insurance premium and you have requested that their name be included on the Booking Invoice or Validation Certificate (as applicable).
- 4) Cover may be granted for WINTER SPORTS up to a total of 32 days in all during the period of this insurance subject to the appropriate additional premium having been paid and shown on the Booking Invoice or Validation Certificate (as appropriate).
- 5) Annual Multi Trip Travel Insurance is not available for any person aged 70 years or more at the date of payment of insurance premium.

SPORTING AND ADVENTUROUS ACTIVITIES

The following recreational and non-professional (amateur) activities are automatically covered under this Campbell Irvine Travel Insurance Policy. To establish if cover can be provided for any professional, competitive activities please refer to Campbell Irvine for a quotation, as an additional premium may be payable. 0207 938 1734

Abseiling/Rap Jumping (supervised)
Aerobics
Archery
Athletics
Backpacking
Baseball/Rounders/Softball
Battle Re-enactment (no live ammunition)
Banana Boating
Basketball
Boogie Boarding
Bouldering
Bowls
Breathing Observation/Bubble Diving
Bridge Walking
Bungy Jumping (maximum 2 jumps)
Canoeing/Kayaking (fresh water/sea)
Canyoning/Kloofing
Cricket
Cross Country skiing/Langlaufen
Curling
Cycling (cycles not covered)
Dog Sledding
Drag Hunting
Dragon Boating
Dune/Wadi Bashing
Falconry
Fell/Gorge Walking (on recognised routes)
Fell/Gorge Running (on recognised routes)
Fencing
Field Hockey
Fishing (Course/Fly/Deep-sea)
Football (Soccer)
Go Karting
Golf
Gorge Swinging
Guided Glacier Walking
Gymnastics
Horse Riding or riding other animals
Hot Air Ballooning (as passenger only)
Hurling
Hydro Speeding
Jet Boating
Jet Skiing
Marathon Running
Mountain Biking
Mountain Boarding
Netball
Non-Manual Work

Orienteering
Outward Bound Pursuits
Overland travel
Paintballing
Parascending/Parasailing
Racquet Sports
Roller Blading/Ice Skating
Rowing
Running/Jogging
Safari/Gorilla Trekking
Safari Travel (in a vehicle, horseback or on foot)
Sailing
Scuba Diving (up to 40 metres in depth) excluding solo diving
Shark Cage Diving
Shooting
Snorkelling
Snow Shoeing (guided)
Surfing (surf board excluded from policy)
Swimming
Table Tennis
Tall Ship Crewing
Trampoline
Tree Canopy Walks
Trekking/Rambling/Hiking (recognised routes only)
Triathlon
Tug of War
Tubing
Via Ferrata
Volley Ball
Volunteering (as defined)
Wake Boarding/Water Skiing
Wall Climbing (man made climbing walls)
Water Polo
White/Black Water Rafting or Canoeing
Windsurfing (boards not covered)
Zip Lining
Zorbing

*Note: The trekking itinerary must be booked through a registered Tour Operator. The **Insured Person** must be with a qualified guide or in a group of not less than 3 persons in possession of working two-way communications or mobile /satellite phone and using recognised routes. No cover for trekking against local authority advice. Emergency repatriation is only covered when authorised by the Insurer's 24 hour medical emergency assistance helpline.

HOW TO MAKE A CLAIM

NON EMERGENCY CLAIMS PROCEDURE

Notice must be given within 45 days of the date of occurrence of any claim under this Insurance.

To submit a claim online please go to:
www.submittclaim.co.uk/ci

Alternatively to notify a claim and download a claim form please contact the claims handlers:
www.csal.co.uk

Claims Settlement Agencies, 308-314 London Road,
Hadleigh, Essex SS7 2DD

Tel: 01702 553 443 Email: info@csal.co.uk

GEOGRAPHICAL AREAS

Area 1: United Kingdom Only:

Whilst insurance is available for holidays in the United Kingdom (England, Scotland and Northern Ireland), Sections A1, A2, A3, A4 and A5 relating to Medical Emergency Expenses shall be inoperative.

Area 2: EUROPE

Europe means the continent of Europe West of the Ural Mountains, and includes the Isle of Man, the Channel Islands, Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands, as well as the countries bordering the Mediterranean.

Area 3: WORLDWIDE EXCLUDING NORTH AMERICA & MEXICO

North America means the USA & Canada

(a) For any period of cover purchased Area 3 can include a single day/night stop-over anywhere in the world for both outward and return travel.

(b) If the period of cover purchased is two months or more Area 3 can be extended to include a maximum of 6 days/nights anywhere in the World.

Area 4: WORLDWIDE INCLUDING NORTH AMERICA & MEXICO

IMPORTANT CONTACT INFORMATION

24 Hour Medical Emergency Assistance

From within the USA & Canada: 1-800-848-2350

The rest of the World: +44 (0) 203 318 8486

Pre-Departure Medical Screening Helpline

0170 242 7237

To submit a claim online please go to:

www.submittclaim.co.uk/ci

Campbell Irvine Direct 020 7938 1734

www.campbellirvinedirect.com

CLAIMS CHECKLIST

The following documentation (if applicable) will be required by the Claims Handlers, in order that a claim may be processed.

Originals will be required, as settlement cannot be made with photocopied documents. Further documentation may be required depending on the individual circumstances of your claim.

Please note the policy does not cover the cost of obtaining duplicate receipt or Medical Certificates.

For all sections of cover you will be required to submit:

- Your Booking Invoice or Validation Certificate confirming proof of payment of the insurance premium.
- Your travel Trip Itinerary confirming dates of travel
- Your travel Booking Confirmation Receipt(s) showing the date of original booking and amount paid.
- Travel / Air Tickets

CANCELLATION OR CURTAILMENT

Your Cancellation Invoice

Completed Medical Certificate if Cancellation for medical reasons (which can be found on the claim form)

Copy of Death Certificate

Redundancy letter

Evidence from treating **Medical Practitioner** confirming curtailment was medically necessary (Curtailed only)

BAGGAGE AND PERSONAL MONEY

Receipts or other evidence to support ownership and value for the items claimed

Baggage Check Tags

A written report from the person/company to whom the loss was reported whilst travelling overseas (e.g. Police Report)

Proof of date and time baggage was returned to you (Baggage Delay Claims only)

Evidence to support damage (e.g. Repairers report of total loss or damage)

MEDICAL EXPENSES

Original Receipts

Medical Evidence to support nature of illness or injury

Evidence of Hospital admission and discharge

Additional Travel Tickets

TRAVEL DELAY/ MISSED DEPARTURE

Replacement tickets and invoices /receipts

A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.