

# Single Trip & Annual Multi-trip Insurance 2014/15

Confirmation of cover attaching to Master Policy Number B0524CSPXXXX41914.

The BMC has in place a Master Policy to which this confirmation of cover attaches and You, as a member of the BMC and having purchased Insurance cover, are advised that this document serves to confirm the details of the cover afforded under that Master Policy. A copy of the Master Policy can be viewed upon request to the BMC.

# Significant Features and Benefits

The following is only a summary of the main cover limits. You should read the Policy Wording for the full terms and conditions.

Se	ction	Cover per person (up to)	Excess* per person
1.	Cancellation or Curtailment Charges	£5,000	£100
2.	Emergency Medical & Other Expenses	£10,000,000	£100
	Search & Rescue Expenses	£100,000	£100**
3.	Hospital Inconvenience Benefit	£1,000 (£50 per day)	Nil
4.	Personal Accident		
	- Death	£5,000 <sup>†</sup>	Nil
	- Loss of Limb(s)/Sight	£10,000	Nil
	- Permanent Total Disablement	£10,000 <sup>†</sup>	Nil
5.	Baggage & Passport	£2,500	£100
	Single article, pair or set limit	£500	
	Valuables limit	£500	
	Sports Equipment limit	£1,500	
	Loss of Passport (travel & accommodation)	£500	Nil
	Baggage Delay (over 12 hours)	£300	Nil
	Sports Equipment Delay (over 12 hours)	£300	Nil
6.	Personal Money & Travel Documents	£750 <sup>††</sup>	£100
	Cash limit	£350 <sup>††</sup>	
7.	Personal Liability	£2,000,000	£100 (property damage)
8.	Journey Disruption incl. Airspace Closure	£2,500	£100***
9.	Delayed Departure (after 12 hours)	£120 (£30 each 12 hour delay)	Nil
	or		
	Trip Cancellation (after 12 hours delay)	£5,000	£100
	Missed Departure/Missed Connection	£1,000	£100***
11.	Travel Risks		
	- Hijack/Kidnap	£2,500 (£100 per day)	Nil
	- Mugging	£250	Nil
	- Catastrophe	£1,000	£100
	Legal Expenses	£25,000	Nil
	Loss of Sports Activity Pack	£200	Nil
14.	Additional Pet Care Fees	£200 (£10 per day)	Nil

Extension - British Forces Posted Overseas & Embassy Personnel - only applies if You have arranged cover and this is shown on Your Policy Schedule.

Extension - Winter Sports - only applies if Your Policy Schedule shows that You have bought optional activity cover 'Alpine & Ski' or 'High Altitude & Remote Areas'.

Winter Sports Extension cover		
Ski Equipment loss/damage	£500	£100
Single article, pair or set limit	£350	
Hired Ski Equipment lost / damaged	£350	
Delayed Ski Equipment (after 12 hours)	£300	Nil
Loss of Ski Pack	£250	Nil
Piste Closure (not UK)	£300 (£30 per day)	Nil
Avalanche/Weather Delay	£500	Nil

# Cover Notes:

- † The cover is reduced if You are aged under 16 or aged 65 and over, at the time of the physical injury, see Section 4 for full details.
- †† The cover is reduced if You are aged under 16, at the time of the loss or theft, see Section 6 for full details.

# Excess Notes:

- \* The excess is deducted from each claim event.
  - <u>Note</u>: Any excess imposed by Us following Your call to the Medical Screening Line will still apply.
- \*\* The excess is increased to £500 in respect of helicopter rescue from/within Nepal.
- \*\*\* The excess is increased to £250 for missed departure/missed connection from Lukla airport in Nepal due to inclement weather.

Important Numbers				
BMC Scheme Administrators		+44 (0)161 445 6111		
24 Hour Emergency Medical Assistance	Telephone: Fax:	+44 (0)20 7902 7405 +44 (0)20 7928 4748		
Claims Department		+44 (0)1623 631331		
Medical Screening Line		<b>0845 460 2047</b> (02392 419 012)		

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# **Important Information**

This policy is for residents of the United Kingdom, Channel Islands, Isle of Man or the Republic of Ireland only

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 the Scheme Administrators on +44 (0)161 445 6111.

It is Your responsibility to make all arrangements with the relevant mountain rescue organisation (or equivalent rescue organisations/mountain guides/local authorities or other public or private organisations) responsible for retrieval from the mountains, remote locations or any similar environment where injury, illness or incapacity arises. In the event of illness, injury or incapacity arising whilst engaging in sports or leisure activities covered under this policy, in mountainous, remote or similar locations, You or one of Your party need to make direct contact with the relevant rescue organisation(s) and/or Our 24 hour Medical Emergency Assistance service, to arrange rescue and transport to a suitable medical facility.

# Underwritten by:

ProSight - Syndicate 1110 at Lloyd's

Registered Office: Level 7, 3 Minster Court, Mincing Lane, London EC3R 7DD.

ProSight is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Arranged by:

BMC British Mountaineering Council (Your Scheme Administrator) 177 - 179 Burton Road, West Didsbury, Manchester M20 2BB

Tel: +44 (0)161 445 6111 E-mail: insure@thebmc.co.uk

# 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.

# Eligibility

This policy is only available to You if:

- You are a member of the British Mountaineering Council or the Mountaineering Council of Scotland or Mountaineering Ireland (or a member of an affiliated club) or Family of a member who is also covered under this policy;
- You are permanently resident in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland;
- $\hbox{-} \qquad \hbox{You are registered with a Medical Practitioner in Your Home Area};$
- You are normally resident in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland at the time of purchasing this policy;
- Your Trip starts and ends in the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland or from Your HM Base or British Embassy when stationed outside Your Home Country.

# The law applicable to this policy

The Parties to this contract are free to choose the applicable law. Unless specifically agreed to the contrary this Policy shall be subject exclusively to the law and jurisdiction of the courts of England and Wales.

# Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents for Single Trip & new Annual Multi-trip policies, or within 14 days of the renewal date for renewing Annual Multi-trip policies, by contacting Us during the cancellation period on +44 (0)161 445 6111. 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 incidentlikely 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 contacting Your Scheme Administrator on +44 (0)161 445 6111. If You cancel after the cancellation 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.

#### 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 wording.

#### 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.

#### 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 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.

# Extension of cover

In the event of circumstances beyond Your control 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 60 days.

# Period of insurance

# Single Trip:

Cancellation cover is effective from the issue date shown on the Policy Schedule and terminates on commencement of the planned Trip.

# Annual Multi-trip:

Cancellation cover is effective immediately when 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).

# 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 Event Excess will apply. This means that You will be responsible for paying the first part of the claim for each single event or occurrence. The amount You have to pay is the excess.

# If Your health changes

If Your health changes after the time of taking out or renewing Your policy, or at the time of making arrangements to travel in the case of an Annual Multi-trip policy, and before the commencement date of Your Trip. You must tell Us by calling the Medical Screening Line on **0845 460 2047** or **02392 419 012** so that We can tell You if the change in health will affect Your insurance and if cover can continue for further Trips You may wish to book. If You are not sure whether something is relevant You must tell Us anyway.

# 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.

At renewal We will ask You about any changes to Your Health or circumstances and check that You still comply with the Important Conditions Relating to Your Health on pages 2-3 as this may affect the cover provided. If You do not comply with these conditions Your Insurance may be invalid.

# **Single Trip Notes**

On the date You purchase cover You must be under 70 years of age in respect of the Travel product only, or under 80 years of age for the Trek, Rock, Alpine & Ski or High Altitude & Remote Areas products (unless We have agreed in writing to provide cover beyond this age and You have paid the appropriate additional premium due).

Your policy covers a Trip during the period of insurance that takes place entirely within the Geographical Area of travel stated in Your Policy Schedule.

No single Trip exceeds the maximum duration stated in Your Policy Schedule.

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

# **Annual Multi-trip Notes**

You may take any number of Trips during the period of insurance (shown on the Policy Schedule) however certain limitations and restrictions apply as set out below:

Each Trip MUST take place entirely within the Geographical Area stated in Your Policy Schedule.

No single Trip exceeds the maximum duration stated in Your Policy Schedule.

You do not exceed the Total Number of Days Abroad stated in Your Policy Schedule

Your age will apply as at the start date of Your policy.

Any Trip solely within Your Home Area is only covered where You have pre-booked at least one night's Accommodation or are participating in an insured activity.

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.

# **Geographical Areas**

You will not be covered if You travel outside the area You have chosen, as shown on Your Policy Schedule. There is no cover for trips to Cuba.

United Kingdom - England, Scotland, Wales and Northern Ireland.

Europe - The United Kingdom, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza, Corsica, Sardinia, Sicily, Malta, Gozo; Crete, Rhodes and other Greek Islands, Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey and the Ukraine (Albania, although in Europe, is excluded from Our definition. If You wish to visit Albania or are likely to travel outside the countries specified You need to buy cover for travel Worldwide or Worldwide excluding the USA, Canada, Caribbean and The Polar Regions).

Worldwide - excluding the USA, Canada, Caribbean and the Polar Regions.

Worldwide - excluding Cuba.

# 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.

You will NOT be covered under Section 1 - Cancellation or Curtailment Charges, Section 2 - Emergency Medical & Other Expenses, Section 3 - Hospital Inconvenience Benefit and Section 4 - Personal Accident:

for any Trip where at the time of taking out or renewing this insurance You:

- a) are waiting for an operation, hospital consultation (other than for regular checkups for a stable condition) or other hospital treatment or investigations, or are awaiting the results of any tests or investigations; or
- b) have received a terminal prognosis; or
- travel against the advice of a Medical Practitioner or where You would have been if You had sought their advice before beginning Your Trip; or
- d) know You will need treatment or consultation at any medical facility during Your Trip; or
- e) are travelling specifically for the purpose of obtaining and/or receiving any elective surgery, procedure or hospital treatment; or
- f) are aware of a Medical Condition for which You have not had a diagnosis; or
- g) travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.

At the time of taking out or renewing this insurance You will need to contact the Medical Screening Line in the following circumstances:

If You are travelling outside Your Home Area You should call the Medical Screening Line if You:

- i) need to declare a Medical Condition;
- ii) are unsure whether a Medical Condition needs to be declared or not;
- iii) answer YES to any of the Medical Screening Questions.

# Additionally, if You have an Annual Multi-trip policy:

You must call the Medical Screening Line if You are travelling outside Your Home Area and, at any time:

- i) You develop a new Medical Condition after Your policy was issued;
- ii) Your existing Medical Condition changes after Your policy was issued.

# **Medical Screening**

If You need to telephone the Medical Screening Line, You will be asked simple questions about Your Medical Condition, medication, trips to Your Medical Practitioner, and other related matters

If, as a result of Your call, We wish to impose special terms, such as an additional premium, this will be advised to You immediately and confirmed in writing.

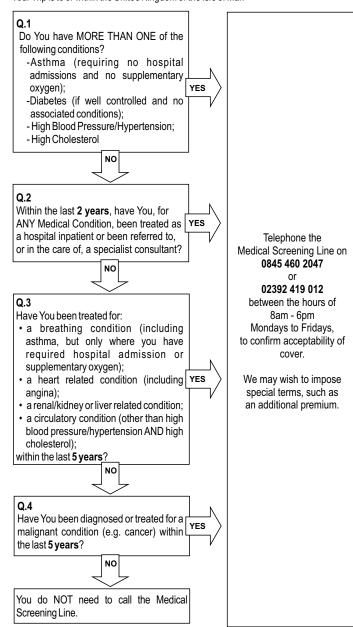
Should You decide not to pay the additional premium all Medical Conditions that require screening will not be covered.

Any additional 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**

Important - not applicable if you reside in either the United Kingdom or the Isle of Man and Your Trip is to or within the United Kingdom or the Isle of Man



# **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/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, Isle of Man or Republic of Ireland and registered with a Medical Practitioner in their country of residence.

#### We/Us/Our

ProSight - Syndicate 1110 at Lloyd's.

#### Acceptable Activities

Any sport or leisure activity listed on pages 11-12 when participating on an amateur basis.

#### Accommodation

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

#### Baggage

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

#### Bodily Injury

An identifiable physical injury caused by sudden, unexpected, external and visible means. Injury as a result of Your unavoidable exposure to the elements shall be deemed to have been caused by bodily injury.

#### BMC

The British Mountaineering Council.

#### **British Embassy**

Any location, including outside of Your Home Area, where You are based or where You live when serving in Her Majesty's Government.

# Catastrophe

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

# **Channel Islands**

Jersey, Guernsey, Alderney, Sark and Herm.

#### 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).

# Couple

You and Your Close Relative who lives with You at the same address.

#### Curtailment / Curtail

Cutting short the Trip, either by return to Your Home Area or to attend a hospital outside Your Home Area as an inpatient.

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.

# **Embassy Personnel**

A Government diplomat or Government embassy staff.

# **Event Excess**

This is £100 per incident, for each Insured Person.

This is increased to £500 under Section 2 - Emergency Medical & Other Expenses in respect of helicopter rescue from/within Nepal.

This is increased to £250 under Section 10 - Missed Departure/Missed Connection from Lukla airport in Nepal due to inclement weather.

# Family

Two adult partners and their accompanying children (under 18 years at the date of issue of the policy and normally resident with an insured adult). Adults and children may travel independently if Annual Multi-trip cover is taken.

# Hijack

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

# HM Base

Any location, including outside of Your Home Area, where You are stationed when serving in  $\operatorname{Her}$  Majesty's Armed Forces.

# Home

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

# Home Area

- a) United Kingdom for Insured Persons that are resident in the United Kingdom; or,
- b) Isle of Man for Insured Persons that are resident in the Isle of Man; or,
- c) Channel Islands for Insured Persons that are resident in the Channel Islands; or
- d) Republic of Ireland for Insured Persons that are resident in the Republic of Ireland; or
- e) Your HM Base or British Embassy when stationed outside Your Home Area.

# 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 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.

# Military Personnel

Members of the armed forces.

# Mugging

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

#### Pair or Set

Anumber of items of Baggage that belong together or can be used together.

#### Permanent Total Disablement

Total disablement from engaging in or attending to any and every 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 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 2 years with the same employer if You are aged 18 and over or 65 and under.

#### Scheme Administrators

British Mountaineering Council 177-179 Burton Road, West Didsbury, Manchester M20 2BB.

# Search & Rescue Expenses

Costs of local rescue organisations (including costs of rescue organisations in neighbouring countries for incidents occurring close to national borders) incurred when the Insured Person has suffered an accident or must be rescued, whether a fatality, injured or uninjured from mountain or aquatic distress.

# Single Parent Family

One adult and their accompanying children (under 18 years at the date of issue of the policy and normally resident with the insured adult). Adults and children may travel independently if Annual Multi-trip cover is taken.

# Ski Equipment

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

# Ski Pack

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

# Sports Activity Pack

Fees and charges in relation to sporting activities for which You have paid and which are not recoverable (excluding Ski Pack).

# **Sports Equipment**

Specialist equipment belonging to You used specifically for a particular sport or leisure pursuit (excluding Ski Equipment).

# 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 organisation 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.

# **Total Number of Days Abroad**

The total number of days spent outside Your Home Area during any one period of insurance.

# **Travel Documents**

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

# **Travelling Companion**

A person that has booked to travel with You on Your Trip to or from Your Home Area but excluding Sherpa's, guides and instructors, unless they travel with You from the start of Your Trip from Your Home Area.

# Trip

A holiday or journey that takes place during the period of insurance and which begins when You leave Home or business (whichever is the later), and ends on Your return Home or business (whichever is earlier) or, in the case of repatriation on medical grounds to a hospital or nursing home in Your Home Area. Cover will not commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return Home.

Note: A Trip within Your Home Area is only covered where You have pre-booked at least 1 night's Accommodation or are participating in an insured activity.

# 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.

# **Valuables**

Antiques, audio equipment and ancillary items, binoculars, communication equipment, GPS equipment, audio and audio visual equipment and accessories, 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, telescopes, watches.

# YOUR INSURANCE COVER

# Section 1 - Cancellation or Curtailment Charges

#### What You are covered for

We will pay up to £5,000 (or as shown on Your Policy Schedule) in respect of unused travel and Accommodation costs (and instructor and course fees, ski hire, ski school and ski lift passes, provided the appropriate Optional Sports and Leisure Activity Extension is shown as covered on Your Policy Schedule) 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:

- The death, Bodily Injury, or illness, or complications arising as a direct result of pregnancy, of:
  - i) You
  - ii) any Travelling Companion;
  - iii) any person with whom You have arranged to reside temporarily;
  - $iv) \quad \hbox{Your Close Relative residing in Your Home Area or persons with whom You are travelling}; \\$
  - v) Your Close Business Associate or persons with whom You are travelling.
- Compulsory quarantine or jury service attendance solely as a witness at a Court of Law of You or persons with whom You are travelling.
- c. 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 persons with whom You are travelling.
- d. 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.
- e. The Police requesting You or any person with whom You are travelling or had arranged to travel with to remain at or return to Your Home or their Home due to serious damage to Your Home or their Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.
- Cancellation or interruption of scheduled Public Transport as a result of Hijack occurring during the period of insurance.
- g. Your passport, or the passport of persons with whom You are travelling being stolen during the 7 days before Your scheduled departure date.
- h. You being injured to such an extent that You are unable to safely participate in the sport or activity for which You are covered under this policy which was the primary purpose of the Trip, provided that such cancellation or Curtailment is confirmed as medically necessary by the treating Medical Practitioner.

# Special conditions relating to claims

- You must obtain a medical certificate from a Medical Practitioner and the prior approval
  of Our 24 hour Medical Emergency 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.
- If You fail to notify the travel agent, tour operator or provider of transport/accommodation immediately and 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
  - 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.
- 4. We will only pay for financial loss You suffer on behalf of any travelling companions if they are named and insured on this policy. If Your travelling companions are not insured under this policy, a claim will need to be made against their travel insurance policy for any amounts that You have paid on their behalf.

# What You are not covered for

- 1. The Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1.
- Cancellation charges in excess of those shown in the booking conditions of the travel or Accommodation provider or surcharges levied increasing basic brochure prices.
- Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
- 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.
- Curtailment claims where Our 24 hour Medical Emergency 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. The cost of airport departure duty.
- Normal pregnancy, without any accompanying Bodily Injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 10. The cost of Your unused original tickets where Our 24 hour Medical 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.
- 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. Theft of passport unless this has been reported to the police and a report obtained.
- Anything in the General Exclusions on page 10 or anything shown as not covered in the Important Conditions Relating to Your Health on pages 2-3.

# Section 2 – Emergency Medical & Other Expenses

This section does not apply if You reside in either the United Kingdom or the Isle of Man and Your Trip is to or within the United Kingdom or the Isle of Man.

Channel Island and Republic of Ireland residents are covered for points b) and d) where a Trip is within the United Kingdom.

#### What You are covered for

We will pay up to £10,000,000 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, necessary helicopter expenses, hospital fees and emergency dental treatment costs (up to £350 for the immediate relief of pain only, physiotherapy(up to £500) and additional accommodation (room only up to a maximum of £100 per day beyond the number of days booked) 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;
- with the prior authorisation of the 24 hour Medical 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 limited to a maximum of £100 per day to include Accommodation, food, transport and essential telephone costs plus reasonable travel costs for return to Your Home or to travel to be with You that is required on medical advice and has been authorised by Us or by Our 24 hour Medical Emergency Assistance service, to remain with or to travel with You;
- up to £5,000 for the recovery of Your body from a known location or where approval for recovery of Your body has been given by Us and independent experts appointed through the BMC:
- e) up to £10,000 for the transportation of Your body or ashes in the event of death, to Your Home (but excluding funeral and internment expenses), or alternatively, to pay up to £5,000 towards the cost of burial or cremation expenses in the country where death occurs;
- up to £100,000 (but limited to a maximum in aggregate £250,000 any one event) for Search and Rescue Expenses.

# Special conditions relating to claims

- You must give notice as soon as possible to Our 24 hour Medical Emergency 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 24 hour Medical Emergency 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.
- We may instruct You to return Home if Our medical advisors and the doctors treating You
  decide that You can safely return Home. If You refuse to be repatriated all cover under the
  policy will cease.
- All receipts must be retained and produced in the event of a claim as these will help You to substantiate Your claim.
- 5. Applicable to Search & Rescue Expenses:
  - You must contact Our 24 hour Medical Emergency Assistance service on +44 (0)20 7902 7405 as soon as possible;
  - ii. All reasonable local safety advice has been obtained and followed;

- iii. Expenses are only payable for Your proportion of the search and rescue operation;
- iv. Costs will only be covered up to the point when You are recovered by search and rescue or at the time when the search and rescue authorities advise that continuing the search is no longer viable. In the event that You or Your estate wish to continue searching for You, despite the search and rescue authorities assuming or advising that death has occurred, costs will only be covered up to the last point that the search and rescue authorities were confident that You were still living;
- v. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.

#### What You are not covered for

- The Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1, unless Your claim is reduced because You used a European Health Insurance Card or any other reciprocal health arrangement (see Reciprocal Health Arrangements on page 11 for more information).
- 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.
- Inpatient or private treatment which has not been notified to and agreed by Us or Our 24 hour Medical Emergency Assistance service as soon as possible.
- Outpatient treatment and additional related expenses unless they have been agreed by Us or Our 24 hour Medical Emergency Assistance service as soon as possible.
- 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.
- 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.
- Expenses incurred more than 12 months after the commencement date of the injury or illness.
- 10. Charges for private room accommodation.
- Treatment or services provided by a convalescent or nursing home or any rehabilitation centre
- 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,
- 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.
- Any expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
- Any expenses incurred in England, Scotland, Wales, Northern Ireland, Isle of Man, Channel Islands or the Republic of Ireland which are:
  - i. for private treatment; or
  - ii. funded by, or are recoverable from the health authority in Your Home Area; or
  - iii. funded by a reciprocal health agreement between these countries and/or Islands.
- 18. 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.
- 19. The cost of Your unused original tickets where Our 24 hour Medical 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.
- Any costs for recovering Your body, when the location of Your body is not known or where approval for recovery of Your body has not been given by Us and independent experts appointed through the BMC.
- 21. Any amount exceeding the aggregate limit (expenses incurred in respect of any one claim for all Insured Persons any one event) for Search & Rescue Expenses. If the aggregate amount exceeds the aggregate limit the amount payable for each Insured Person shall be proportionately reduced until the total does not exceed such aggregate limit.
- Any search and rescue costs for the recovery of mortal remains after search and rescue authorities have assumed or advised that death has occurred.
- Anything mentioned in the Important Conditions Relating to Your Health on pages 2-3 and the General Exclusions on page 10.

# Section 3 – Hospital Inconvenience Benefit

#### What You are covered for

We will pay £50 per day up to £1,000 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

- You must give notice as soon as possible to Our 24 hour Medical Emergency Assistance service of any Bodily Injury or illness which necessitates Your admittance to hospital as an inpatient.
- 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 24 hour Medical Emergency Assistance service or Us (based on information provided by the Medical Practitioner in attendance), can be delayed reasonably until Your return Home.
  - 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.
  - Any additional period of hospitalisation following Your decision not to be repatriated after the date when in the opinion of Our 24 hour Medical Emergency Assistance service it is safe to do so.
  - f) Hospitalisation occurring in England, Scotland, Wales, Northern Ireland, Isle of Man, Channel Islands or the Republic of Ireland and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a reciprocal health agreement between these countries and/or Islands, or are funded by or recoverable from the health authority in Your Home Area.
- Anything mentioned in the Important Conditions Relating to Your Health on pages 2-3 and the General Exclusions on page 10.

# Section 4 - Personal Accident

#### What You are covered for

Benefit	15 years	16 to 64	65 years
	& under	years	& over
1. Death	£1,000	£5,000	£1,000
2. Loss of Limb(s)/Sight	£10,000	£10,000	£10,000
3. Permanent Total Disablement	Nil	£10,000	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**

- 1. Benefit is not payable to You:
  - under more than one of the following benefits: Your death, Loss of Limb, Loss of Sight or Permanent Total Disablement;
  - under Permanent Total Disablement until one year after the date You sustain Bodily Injury;
  - under Permanent Total Disablement if You are able or may be able to carry out any relevant employment or occupation.
- 2. Benefit payable under Your death will be paid to the deceased Insured Person's estate.

# What You are not covered for

- 1. The contracting of any disease or illness.
- 2. The injection or ingestion of any substance.
- 3. More than £1,000 death benefit when Your age is 15 years & under or 65 years & over.
- 4. Permanent Total Disablement benefit when You are not in full time employment.
- 5. Anything mentioned in the General Exclusions on page 10.

# Section 5- Baggage & Passport

# What You are covered for

- 1. We will pay up to £2,500 for the accidental loss of, theft of or damage to Baggage;
  - a) for articles less than 2 years old at the time of loss or theft, the replacement cost when evidence of the original purchase is provided;
  - for articles 2 years old or more, or if evidence cannot be produced as to its age, 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 Baggage).

The maximum We will pay for the following items is:

- i) for any one article, Pair or Set of articles (for example a set of golf clubs) £500
- ii) the total for all Valuables £500
- ii) the total for all Sports Equipment £1,500

- 2. We will also pay up to:
  - a) £300 for the emergency replacement of clothing, medication and toiletries if the Baggage is temporarily lost in transit during the outward journey and not returned to You within12 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) £500 for reasonable additional travel and Accommodation expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport.
  - £300 for the hire of Sports Equipment if Your Sports Equipment 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 Sports Equipment was delayed. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

#### Special conditions relating to claims

- 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 or
  Sports Equipment.
- If Baggage or Sports Equipment is 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 or Sports Equipment is lost, stolen or damaged whilst in the care of an airline You must:
  - a) obtain a Property Irregularity Report from the airline;
  - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
  - retain all travel tickets and tags for submission if a claim is to be made under this
    policy
- Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.
- 4. If You were evacuated from a mountain as a result of You suffering a medical emergency, and as a result of that emergency evacuation, You were forced to abandon Your Baggage or Sports Equipment, You must be able to prove with supporting documentation.
- We will deduct any amount payable under a claim for the purchase of essential items, from any claim for loss, damage or theft of Baggage resulting from the same cause or event.

#### What You are not covered for

- The Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1.
- 2. Loss, theft of or damage to Valuables or Your passport left Unattended at any time unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
- Loss, theft of or damage to Baggage or Sports Equipment contained in an Unattended vehicle unless contained in:
  - a) a locked room: or
  - b) a locked safe or safety deposit box; or
  - the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view and there is evidence of forced entry.
- 4. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, mobile phones and ancillary items, 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).
- 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.
- Loss or damage due to breakage of Sports Equipment (except for mountaineering or climbing equipment not otherwise excluded which is covered) or damage to sports clothing whilst in use.
- 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.
- 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.
- 12. Ski Equipment (see Winter Sports Extension cover).
- 13. Loss or damage due to delay, confiscation or detention by customs or other authority.
- 14. Anything mentioned in the General Exclusions on page 10.

# Section 6 – Personal Money & Travel Documents

# What You are covered for

We will pay up to £750 or £375 if You are aged 15 or under (limit for cash up to £350 or £175 if You are aged 15 or under), 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

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.

- 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.
- 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 Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1.
- 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.
- Loss or damage due to depreciation in value, variation 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 on page 10.

# Section 7 - Personal Liability

#### What You are covered for

We will pay up to £2,000,000 inclusive of legal costs and expenses against any amount You become legally liable to pay as compensation for any claim or series of claims arising from one event or source of original cause in respect of accidental:

- Bodily Injury, death, illness or disease to any person who is not in Your employment or who is not a Close Relative or Travelling Companion(s) or member of Your household;
- Loss of or damage to property that does not belong to and is neither in the charge of or under the control of You, a Close Relative or Travelling Companion(s), anyone in Your employment or any member of Your household other than any temporary Trip accommodation occupied (but not owned) by You.

# Special conditions relating to claims

- You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
- 2. You must forward every letter, writ, summons and process to Us as soon as You receive it.
- 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- 4. We will be entitled if We so desire to take over and conduct in Your name the defence of any claims for compensation or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and You shall give Us all necessary information and assistance which We may require.
- In the event of Your death, Your legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

# You are not covered for

- The Event Excess of each and every claim, per incident for each Insured Person, as shown in the Significant Features and Benefits on page 1.
- . Compensation or legal costs arising directly or indirectly from:
  - a) liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement;
  - b) pursuit of any business, trade, profession or occupation or the supply of goods or services;
  - any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment;
  - d) the transmission of any communicable disease or virus;
  - e) ownership or occupation of land or buildings (other than occupation only of any temporary Trip Accommodation where We will not pay for the first £100 of each and every claim arising from the same incident);
  - f) any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control;
  - any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind;
  - h) any liability arising in respect of any wilful or criminal act or assault.
- 3. Anything mentioned in the General Exclusions on page 10.

# Section 8 - Journey Disruption including Airspace Closure

# What You are covered for

If as a result of:

- 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;
- 2. Your flight being diverted or re-directed after takeoff or;
- 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;

- 4. 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 the insolvency of the Accommodation providers or their booking agents, 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;
- 5. 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 Area to commence the Trip.

#### We will pay

- £30 for each 12 hour delay up to a maximum of £120 in respect of delayed departure provided You eventually travel; or
- a) up to £2,500 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;
  - 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;
  - 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 9 – Delayed Departure/Trip Cancellation, Section 10 – Missed Departure/Missed Connection or Section 11 - Travel Risks if the same costs and charges are also covered, not under each section.

#### Special conditions relating to claims

- 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.
- All claims must be supported by documentary evidence that You have been unable to obtain a refund from Your travel and/or Accommodation provider.
- 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.
- 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.
- 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.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- 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

- The Event Excess of each and every claim, per incident for each Insured Person, as shown in the Significant Features and Benefits on page 1.
- Trips where You do not have a return date scheduled at the time the airspace, airport or port is closed.
- 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.
- Any costs where You received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, Accommodation, transfers, communication facilities or other assistance.
- 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 reimbursement.
- Any Accommodation costs, charges and expenses where the Public Transport operator has offered reasonable alternative travel arrangements.
- Any costs for normal day to day living such as food and drink which You would have expected to pay during Your Trip.
- 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.
- 10. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- 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.
- 12. Your disinclination to travel, for whatever cause.

- 13. Travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided.
- 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.
- 15. Any unused travel costs arising from the insolvency of Your transport provider.
- 16. 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) What You are covered for, We will pay, sub section A,

or

- b) What You are covered for, We will pay, sub section B 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.
- 17. 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;
  - 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.
- 18. Anything in the General Exclusions on page 10 or anything shown as not covered in the Important Conditions Relating to Your Health on pages 2-3.

# Section 9 - 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 scheduled aircraft, sea vessel or train on which You are booked to travel.

We will pay under Your selected cover option as specified in Your Policy Schedule:

 £30 for each 12 hour delay up to a maximum of £120 if the delay is of at least 12 hours on Your outward or return journey;

Or

2. £5,000 (or as shown on Your policy schedule) if the outward journey is delayed for more than 12 hours You may opt to abandon Your Trip and claim irrecoverable cancellation costs.

**Note:** You may claim under subsections 1) or 2) but not both. You may claim only under Section 8 – Journey Disruption including Airspace Closure, Section 9 - Delayed Departure or Section 10 – Missed Departure/Missed Connection, not under each section.

# Special conditions relating to claims

- 1. You must check in according to the itinerary supplied to You.
- 2. 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.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

# What You are not covered for

- The Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1, under subsection 2 (Trip abandonment) 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;
  - 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 not covered for:
  - a) The cost of Air Passenger Duty (APD) whether irrecoverable or not;
  - 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 on page 10.

# Section 10 - Missed Departure/Missed Connection

# What You are covered for

We will pay up to £1,000 in respect of reasonable additional Accommodation (room only) and travel expenses necessarily incurred to reach the overseas destination or to reach Home due to:

- 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
- the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure; or

- 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
- the outward or inward flight being delayed, to include Your missing a connecting flight.

**Note:** You may claim only under or Section 8 – Journey Disruption including Airspace Closure, Section 9 - Delayed Departure or Section 10 - Missed Departure/Missed Connection, not under each section

#### Special conditions relating to claims

- 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.
- 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

- Expenses (such as food or drink) that You would have incurred during the normal course
  of Your Trip.
- 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.
- 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.
- 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.
- The breakdown of any vehicle owned by You which has not been serviced properly and maintained in accordance with the manufacturer's instructions.
- 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 on page 10.

# Section 11 - Travel Risks

#### What You are covered for

We will pay in respect of:

- 1. £100 per day up to £2,500 each complete day You are either hijacked or kidnapped;
- £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 & Other
  Expenses as a direct result of a Mugging while on Your Trip.
- £1,000 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.
- 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 24 hour Medical 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:
  - the Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1.
  - claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
- 3. Anything in the General Exclusions on page 10.

# Section 12 – Legal Expenses

# What You are covered for

We will pay up to £25,000 in respect of legal costs and expenses incurred by You in pursuit of compensation and/or damages against a third party arising from or out of Your death or personal injury occurring during the period of the Trip.

# Special conditions relating to claims

- We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
- You must follow the legal representatives advice and provide any information and assistance required.

- 3. We must have access to any and/or all the legal representatives file of papers.
- Where there are 2 or more Insured Persons insured under this policy, then the maximum amount We will pay for all such claims shall not exceed £50,000.
- 5. We may include a claim for Our costs and expenses.
- We may, at Our own Expense, take proceedings in Your name to recover compensation from any third party in respect of any indemnity paid under this policy. You must give such assistance as We shall reasonably require and any amount recovered shall belong to Us.

#### What You are not covered for

- Costs and expenses to pursue a claim against Underwriting Agents, Insurer or Insurers
  Agent or any other person insured under this policy or with whom You had arranged to
  travel.
- 2. Costs and expenses incurred prior to the granting of support by Us.
- Where the laws, practices and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be reasonably greater than the anticipated value of the compensation award.
- Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
- Any claim emerging from the pursuance to a contingent fee agreement between You and Your council.
- Any claim for travel and Accommodation expenses, which You have incurred whilst pursuing legal action.
- Any claim arising from You pursuing legal proceedings as part (or) on behalf of a group or organisation.
- 8. Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
- 9. Any claim against Your Family or Travelling Companions.
- We will not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.
- This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
- 12. Where there is a possibility of a claim being brought in more than one country We will not be liable for the costs if an action is brought in more than one country.
- 13. Legal costs and expenses incurred prior to Our written acceptance of the case.
- 14. Any claim where legal costs and expenses are variable depending on the outcome.
- any claim where in Our opinion the estimated amount of compensation payment is less than £1,000 for each Insured Person.
- Travel, Accommodation and incidental costs incurred to pursue a civil action for compensation.
- 17. The cost of any appeal.
- 18. Claims by You other than in Your private capacity.
- 19. Anything mentioned in the General Exclusions on page 10.

# Section 13 - Loss of Sports Activity Pack

# What You are covered for:

We will pay up to £200 for a proportional refund following the loss of use of Your Sports Activity Pack following Bodily Injury or Illness (as confirmed by Your treating Medical Practitioner).

# What you are not covered for

- Anything mentioned in "What You are not covered for" under Section 2 Emergency Medical & Other Expenses (although the Event Excess does not apply).
- You must provide (at Your own expense) written confirmation from a Medical Practitioner that the accidental injury or sickness prevented You from using Your Sports Activity Pack.
- 3. Anything mentioned in the General Exclusions on page 10.

# Section 14 - Additional Pet Care Fees

# Cover under this section only applies to a Trip outside Your Home Area What You are covered for:

We will pay £10 for each complete 24 hours, up to £200 in total for any additional pet care fees incurred by You or on Your behalf, if You are injured or become ill during a Trip outside Your Home Area, and are:

 delayed from returning to Your Home Area as a direct result of You being admitted as a hospital in-patient:

# and/or

brought back to a hospital in Your Home Area by Our 24 hour Medical Emergency Assistance service and directly admitted as an in-patient;

and have a valid claim for medical expenses and/or emergency repatriation expenses under Section 2-Emergency Medical & Other Expenses.

# What You are not covered for:

- Any claim due to Your being admitted as an inpatient in an institution not recognised as a hospital in the country of treatment.
- 3. Anything mentioned in the General Exclusions on page 10.

# British Forces Posted Overseas & Embassy Personnel Extension

The following extension applies only if Your Policy Schedule shows that You have arranged cover under the British Forces Posted Overseas & Embassy Personnel Extension.

#### What You are covered for

Cover under each Section of this policy is extended to include Military Personnel or Embassy Personnel based outside of their Home Area at an HM Base or a British Embassy, who hold a passport from their Home Area and who are otherwise normally resident in their Home Area and are registered with a Medical Practitioner in their Home Area.

#### What You are not covered for

- We will not cover any Trip which involves any military duties, or other activities, either funded or part funded by the armed forces.
- We will not provide cover under Section 2 Emergency Medical & Other Expenses for any costs that would normally be covered by, or which are incurred by, the medical service provided by Her Majesty's Armed Forces.

# Special conditions relating to claims

- Our 24 hour Medical Emergency Assistance service shall at their sole discretion, have the
  option of repatriating the Insured Person to their HM Base or their Home Area.
- 2. If Your HM Base is within an area where the Foreign and Commonwealth Office has advised against 'all travel'; cover under this policy will only commence for Your outbound journey once You reach a military base, civilian bus station, coach station, airport, port or rail terminal outside of an area where the Foreign and Commonwealth Office has advised against 'all travel'. For Your inbound journey cover will cease when You leave a military base, civilian bus station, coach station, airport, port or rail terminal to travel to an area where the Foreign and Commonwealth Office are advising against 'all travel'. All cover will cease immediately if You enter an area where the Foreign and Commonwealth Office has advised against 'all travel', and exclude any claims arising directly or indirectly out of or in connection with any event or circumstances which occur in such area). If You are not sure whether there is a travel warning for Your destination, please check their website www.gov.uk/foreign-travel-advice

# Winter Sports Extension

This extension only applies if Your Policy Schedule shows that You have bought optional activity cover 'Alpine & Ski' or 'High Altitude & Remote Areas'.

# 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 the limits as set out below in respect of single article, Pair or Set and loss of hired Ski Equipment which is Your responsibility.

Single article, Pair or Set limit £350

Hired Ski Equipment lost/damaged £350

# Delayed Ski Equipment

Up to £300 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)

Up to £250 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

Up to £30 per day up to £300 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 booked resort are closed due to avalanche (including risk of avalanche); or, if no other skiing area is available or accessible.

<u>Note</u>: this cover only applies outside of the United Kingdom during the published ski season for Your resort.

# Avalanche / Weather Delay

Up to £500 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 lack of snow, an avalanche or severe weather conditions. 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.

# Special conditions relating to claims - Ski Equipment (own) and Delayed Ski Equipment

- 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 Ski Equipment.
- If Ski Equipment is 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 Ski Equipment is lost, stolen or damaged whilst in the care of an airline You must:
  - a) obtain a Property Irregularity Report from the airline;
  - 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.

Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

# 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%

# What You are not covered for:

# Ski Equipment (own) and Delayed Ski Equipment

- The Event Excess of each and every claim, per incident for each Insured Person as shown in the Significant Features and Benefits on page 1 - Ski Equipment (own) only.
- 2. Loss, theft of or damage to Ski Equipment left Unattended at any time, unless contained in:
  - a) a locked room; or
  - b) a locked safe or safety deposit box; or
  - the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view and there is evidence of forced entry.
- 3. Loss or theft or damage to satellite navigation equipment.
- Breakage or damage to fragile articles unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
- Loss, theft or damage to Ski Equipment and other items used in connection with Your business, trade, profession or occupation.
- 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.
- 7. Property more specifically insured elsewhere.
- 8. Loss or damage due to leakage of powder or liquid carried within Your Ski Equipment.
- 9. Any damage caused by perishable goods, bottles, cartons or their contents.
- 10. Loss or damage due to delay, confiscation or detention by customs or other authority.
- 11. Anything mentioned in the General Exclusions on page 10.

#### Ski Pack (loss of)

- Anything mentioned in 'What You are not covered for' under Section 2 Emergency Medical & Other Expenses (although the Event 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 on page 10.

# **Piste Closure**

- Expenses (such as food and drink) that You would have incurred during the normal course of Your Trip.
- 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 on page 10.

# Avalanche / Weather Delay

- Expenses (such as food or drink) that You would have incurred during the normal course
  of Your Trip.
- 2. Avalanche or severe weather conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
- Any circumstances where transport costs, compensation or alternative skiing facilities are offered to You.
- 4. Anything mentioned in the General Exclusions on page 10.

# **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.

- 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 4 – Personal Accident).
- 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.

# **General Exclusions**

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

# You are not covered for:

- 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;
  - Terrorism this exclusion does not apply to Section 2 Emergency Medical & Other Expenses, Section 3 - Hospital Inconvenience Benefit or Section 4 - Personal Accident;
  - participation in any activity not covered under Acceptable Activities unless agreed by Us and for which the additional premium has been paid (if appropriate);

- 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 (e.g. tombstoning, high diving) unless an insured Acceptable Activity (e.g. bouldering, coasteering, deep water soloing);
  - 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;

- 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;
- You drinking too much alcohol or alcohol abuse where it is reasonably 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:
- delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
- j) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- m) This policy does not cover any Trip to a destination which is an area where the Foreign and Commonwealth Office has advised against 'all travel'; or that part of any Trip which involves travel within an area where the Foreign and Commonwealth Office has advised against 'all travel' (all cover under this policy will cease immediately if You enter such an area, will recommence immediately You leave such an area and exclude any claims arising directly or indirectly out of or in connection with any event or circumstances which occur in such an area).
  - This will not apply to 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 8 Journey Disruption including Airspace Closure.
- 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 that We will not pay out for 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.
- 4) any criminal or illegal act by the Insured Person.

# Where to Obtain a Claims Form

If You require a claim form please:

Visit: www.thebmc.co.uk/modules/insurance/Claims.aspx and follow the link for the Downloads section – You can print the relevant claim form required.

By email: insure@thebmc.co.uk

You can also contact the Claims Handlers:

Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts. NG19 7AE.

Telephone: 01623 631331

You should quote The British Mountaineering Council (BMC).

When returning the claim form please enclose either Your BMC insurance reference or the Policy Schedule together with the confirmation of booking invoices and if the claim is for cancellation, cancellation invoices.

# **Claims Conditions**

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 24 hour Medical Emergency Assistance service 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 24 hour Medical Emergency Assistance service 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 / Sports Equipment / 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.

Delay of Baggage / Sports Equipment / 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.

# Loss of Baggage / Sports Equipment / 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**

We are dedicated to providing You with a high quality service and want to ensure that this is maintained at all times. If You feel that We have not offered a first class service please write and tell Us, quoting Agreement Number/Unique Market Reference Number B0524CSPXXXX41914 and We will do our best to resolve the problem.

If You have any questions or concerns about the insurance You should, in the first instance, contact Your Scheme Administrator:

British Mountaineering Council, 177-179 Burton Road, West Didsbury, Manchester M20 2BB

If You have any questions or concerns about the handling of a claim please contact: Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts. NG197AE.

In the event You remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for You to refer that matter to the Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance

Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance team is unable to resolve Your complaint, it may be possible for You to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect your rights to take legal action.

For residents of the Republic of Ireland The Financial Services Ombudsman's Bureau (FSOB) may be approached for assistance in limited circumstances if there is still dissatisfaction with Our response.

 $Further \, details \, will \, be \, provided \, at \, the \, appropriate \, stage \, of \, the \, complaints \, process.$ 

# Financial Services Compensation Scheme (FSCS)

Your Insurers 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

# **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 by calling: 0845 606 2030 or 0300 330 1350 or online at www.ehic.org.uk

# For Republic of Ireland residents

 $On line\ at: www.ehic.ie.\ or\ by\ obtaining\ a\ form\ from\ Your\ local\ Health\ Office\ or\ Health\ Centre.$ 

# Medicare - Australia

If You are travelling to Australia You can enrol 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 or email: medicare@medicareaustralia.gov.au

# What to do in the Event of a Medical Emergency

The emergency assistance provided for You by this insurance is operated by Specialty Assistance. In the event of any illness, injury, accident or hospitalisation, for assistance Worldwide.contact:

Tel: +44 (0)20 7902 7405

Email: operations@specialty-assist.com or Fax: +44 (0)20 7928 4748

#### In Case of Serious Emergency

First call an ambulance using the local equivalent of a 999 call. While You wait for the ambulance contact Our Emergency Medical Assistance service which is open 24 hours a day and 7 days a week to offer You advice in this emergency situation. We strongly suggest You put Our assistance number +44 (0)20 7902 7405 into Your mobile phone before You travel so that it is to hand should You need it. Speak to the ambulance driver and get details of the hospital You are being taken to so that Our Emergency Medical Assistance service's doctor will be able to obtain a medical report at the earliest possible opportunity.

You must notify Us as soon as possible if You are to be admitted as an in-patient, or where costs are likely to exceed £500, for agreement of costs under the policy.

# What the Medical Assistance Company Needs from You

When You call Our 24 hour Emergency Medical Assistance service in an emergency tell them that You are insured under the British Mountaineering Council (BMC) scheme through ProSight at Lloyd's.

You need to have some basic information for them to hand:

- Your Policy Schedule number, the date You bought the insurance, and Your booked travel dates:
- Your telephone number;
- the name/age of the patient and as much information about the medical situation as possible;
- the name of the hospital, the ward, the treating doctor and the contact numbers.

It would also be helpful to have as soon as possible the patient's Home Area GP details, name, address and phone number, in case they need to obtain information on current medical conditions and treatment.

Do not delay calling if You only have some of the above information – call as soon as possible.

# Minor Illness or Injury

If You need to see or visit a doctor or hospital in Europe or Scandinavia then ask Your hotel reception or Your tour operator representative for the address of the nearest public medical facility. In Europe You should show them Your EHIC card, medical treatment will be free or at a reduced cost and You will not be required to contribute towards the claim as the policy excess will be reduced to NIL. You will only be covered for the cost of private medical treatment where adequate state facilities are not available in these countries. You must have this approved in advance, please call Us on +44 (0)20 7902 7405. Elsewhere it is advisable to seek advice on where to go for treatment from Our 24 Hour Emergency Medical Assistance service if possible, as standards of medical facilities vary greatly and many apparently acceptable clinics which have been set up to target the tourist market and will ruin Your Trip by insisting on unnecessary admissions and treatment at inflated prices. In some circumstances it may be necessary for Us to move You to a more suitable facility.

# How to Pay for Your Treatment

Outpatient bills for less than £500 should be paid at the time and claimed on Your return. It is very important to obtain an itemised receipt for any monies paid for medical treatment. If You cannot afford to do so, You may contact Us for advice and assistance. If You are admitted to a medical facility then You may need to pay the policy excess locally and ask the hospital or doctor to send the rest of their bills to Us. Our 24 Hour Emergency Medical Assistance service will explain this procedure to them and provide them with a faxed guarantee if necessary, once the validity of Your claim has been established. In European Countries, including Norway and Switzerland You should utilise Your EHIC card for in-patient and/or out-patient treatment to obtain a reduction in medical costs where possible, and if costs are minimised the policy excess will be reduced to NIL.

# What Happens if I Miss my Booked Flight Due to Illness?

Don't worry, provided You have contacted Our 24 Hour Emergency Medical Assistance service Your policy will be automatically extended to cover You until it is agreed that You are fit to travel Home. We will liaise with Your treating doctor and You and once You are fit to travel, they will make appropriate alternative arrangements.

# **Returning Home Early**

This policy covers You to come Home early because You are ill or injured only if medical treatment is not available locally. If You are thinking of cutting short Your Trip because You are not well then You must contact Us on +44 (0)20 7902 7405 for advice first before making any arrangements. If You need to come Home for any other reason, such as the illness of a Close Relative in Your Home Area then You should make Your own arrangements, bearing in mind Your duty to act at all times as if uninsured.

If You are not sure whether Your particular circumstances are included in the cover then please contact Our Claims Department quoting BMC and Your Policy Schedule number for advice:

Email: claims@foggtravelinsurance.com

Telephone: +44 (0)1623 631331

# **Activities**

#### We will not cover any Trip where the primary purpose is to:

- 1. set or break a speed, distance, endurance or other record;
- 2. to participate in a commercial film, documentary or other program;
- to test a product:

unless this has been declared in advance to Us and We have agreed in writing to provide cover for such activities.

# Please note when participating in any approved sport or activity, cover is accepted provided that:

- You have not been advised by a doctor against participating in such sport or activity;
- You wear and/or use the recommended/recognised safety equipment and;
- You follow safety procedures, rules and regulations as specified by the activity organisers and/or providers.

Please also refer to the General Exclusions on page 10 and the relevant exclusions under each Section of this policy, which continue to apply. Please specifically note the exclusion under Section 7 - Personal Liability relating to the ownership possession or use of vehicles, aircraft, hovercraft or watercraft, firearms and buildings.

Your policy covers a number of Acceptable Activities, listed below, at no extra charge, provided that they are not the main focus of, or do not form a significant proportion of Your Trip.

#### **TRAVEL**

Aerobics, Angling, Archery,

Badminton, Ballooning - Hot Air (passenger only), Banana Boating, Bar Work, Baseball, Basketball, Beach Games, Billiards, Bird Watching, Body Boarding, Bowling, Bowls, Bridge,

Camel Trekking, Chess, Cricket, Croquet, Cycling (except cycle touring, cycle racing, BMX and/or mountain biking).

Dancing, Darts, Dinghy sailing (non competitive and on inland or coastal waters only),

Elephant riding/Trekking (UK booked),

Football - Beach Kick Around, Fresh Water/Sea Fishing, Frisbee, Fruit or Vegetable Picking,

Glass Bottom Boats, Golf.

Historical Research.

Indoor Skating.

Joaaina. Keen Fit.

Motorcycling on public roads (tarmac) with appropriate UK licence and no racing (including as

a passenger up to 125cc),

**N**etball

Pilates, Pony Trekking, Pool,

Quoits,

Racquetball, Re-Enactment, Restaurant Work, Ringos, Rounders,

Safari (UK organised - no guns), Sail Boarding, Snooker, Snorkelling, Softball, Squash (amateur), Surfing (amateur), Swimming (amateur),

Table Tennis, Ten Pin Bowling, Tug of War,

Volleyball,

Wake Boarding (amateur), Water Skiing (amateur), Whale Watching, Windsurfing, Working (non-manual work e.g. office or attending a conference),

# OPTIONAL SPORTS AND LEISURE ACTIVITY EXTENSIONS

Note: Additional premium applies to each of the following activity categories.

# Extension 1. TREK - altitude limit up to 5,000 metres above sea level

All 'Travel' activities are covered, plus:

Backpacking,

Camping, Canoeing & Kayaking (inland waters up to and including Grade 3), Cycle Touring, Dragon Boat Racing,

Fell Walking, Fencing,

Glacier Walking, Gorilla Trekking,

Hill Walking, Horse Riding (excluding racing & jumps),

Mountain Walking.

Paintballing (professionally organised),

Rambling, Rock Scrambling (ungraded), Rowing,

Safari (non UK organised), Sea Kayaking (coastal waters up to 12 miles offshore), Snorkelling, Snowshoeing, Swim Trekking, Sydney Harbour Bridge,

Trekking,

Via Ferrata.

Water Polo, Winter Mountain Walking

# Extension 2. ROCK - altitude limit up to 5,000 metres above sea level

All 'Travel' and 'Trek' activities are covered, plus:

Abseiling,

Big Wall Climbing, Bouldering,

Deep Water Soloing,

Cross Country Running,

Fell Running,

Indoor Wall Climbing,

Lead Climbing, Low Ropes,

Marathon Running, Mountain Running (e.g. Ultra-Trail du Mont-Blanc or Marathon des Sables).

Orienteering.

Rap Running/Jumping, River Walking, Rock Scrambling (graded),

Sailing/Yachting (non-competitive on inland and coastal waters only), Solo Climbing, Speed Climbing, Sport Climbing,

Traditional Climbing (single or multi-pitch with leader-placed protection).

# Extension 3. ALPINE & SKI - altitude limit up to 6,500 metres above sea level

All 'Travel', 'Trek' and 'Rock' activities are covered, plus:

Climbing and mountaineering in alpine glacial and non-glacial areas and peaks up to 6,500 metres above sea level.

This includes Scottish winter climbing and ice climbing.

This does not include ascents of new routes in the Greater Ranges or climbs in remote or

The term Greater Ranges includes the high mountains of Asia and South America and the mountains of the Arctic and Antarctic.

Recreational Skiing activities including:

On-Piste, Off-Piste (with or without a guide), Cross Country/Nordic/Langlauf, Dry Slope/Indoor Slope, Backcountry/Ski Touring, Downhill, Telemark, Big Foot Skiing, Mono Skiing, Heli/Cat-Skiing, Glacier Skiing and Ski Mountaineering. Ski Mountaineering racing in www.ismf-ski.org and www.skimoscotland.co.uk approved events only.

Always excluding Extreme Skiing, Big Mountain, Ski Jumping, Paraskiing, Kite Skiing and Freestyle (e.g. Aerials, Big Air, Halfpipe, Ski Cross and Slopestyle). Extreme skiing is defined as skiing in the mountains undertaken for (but is not limited to) spectator entertainment. The purpose of such skiing can include (but is not limited to) difficulty of line, control, fluidity, jumps and crashes. Participation could involve a combination of speed, style and difficulty down the mountain. An example of such skiing would be that undertaken in the Free Ride World Tour (www.freerideworldtour.com). Snowboarding outside Europe is also excluded unless an additional premium has been paid and Snowboarding is stated in the Policy Schedule as being covered.

Trekking above 5,000 metres above sea level, other than in remote or inaccessible regions.

Adventure Racing (up to 48 hours),

Canoeing & Kayaking (inland waters up to and including Grade 5), Canyoning, Coasteering, Cycle Racing,

Gorge Walking,

High Ropes Courses, Husky Dog Sledding, Hydrospeeding,

Ice Skating,

Mountain Biking (including downhill), Mountain Boarding,

Roller Blading (Inline Skating), Roller Skating,

Sandboarding, Sand Dune Surfing/Skiing, Skiboarding, Scuba Diving to 30m (if qualified or with qualified instructor - not solo), Skateboarding, Slacklining, Sledging/Tobogganing, Sleigh Riding (reindeer, horses or dogs), Snow Biking, Snow Holing, Snow Scooting, Snow Tubing, Snowboarding (Europe only),

Tree Top Canopy Walking, Triathlon,

White Water Rafting (up to and including Grade 5),

Zip Trekking, Zorbing.

# Extension 4. HIGH ALTITUDE & REMOTE AREAS

All 'Travel', 'Trek', 'Rock' and 'Alpine & Ski' activities are covered, plus:

All Mountaineering and Climbing activities including climbs and expeditions to remote and inaccessible regions and difficult or extreme high-altitude peaks anywhere in the world.

This includes the high mountains of Asia and South America and the mountains of the Arctic and Antarctic.

Additional activities as notified and agreed (e.g. yachting/crewing outside territorial waters, snowmobile use or using a rigid inflatable boat for access).

# PROFESSIONAL EXTENSION

Cover under all Sections of this policy,  $\underline{\textit{other than}}$  Section 7 - Personal Liability, is extended to apply whilst You are engaging in Climbing, Mountaineering, Skiing and/or Trekking activities described under any optional sports and leisure activities extension shown as covered on Your Policy Schedule, in a professional capacity.