



TRAVEL INSURANCE

Your Policy Document



IMPORTANT
INFORMATION

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BMC TRAVEL INSURANCE CLAIMS

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ADVICE FOR TRAVELLERS

Local Safety Advice and Emergency Contact Details

Before engaging in sports or leisure activities covered under this Policy, **You** should ensure that all reasonable local safety advice has been obtained and is followed. This includes obtaining details of local emergency mountain/search and rescue services and taking such details with **You**.

ACE Assistance will provide all reasonable medical and repatriation assistance services as detailed in this Policy and will work with local rescue services. It is not responsible for any search and rescue or mountain rescue i.e. the recovery of **Persons Insured** from mountains, remote areas or other similar locations.

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), to arrange rescue and transport to a suitable medical facility. **ACE Assistance** should not be contacted to arrange rescue as they are not able to provide this service.

Once rescue has been arranged **ACE Assistance** should be notified at the earliest practicable opportunity and will take over responsibility for case management once **You** have arrived at a suitable medical facility.

ACE Assistance will then be able to provide **You** with the services detailed under "Medical Assistance and Referral Services" on page 14.

Other Important Phone Numbers

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them if **You** need to make a **Claim**.

ACE Assistance

(Medical Assistance and Referral Services and Personal Assistance Services)

+44 (0) 20 7173 7933

BMC Travel Insurance Claims

+44 (0) 1293 726434

Immunisations

You may need extra immunisations when travelling abroad. It is important that **You** check whether **You** do, before travelling.

EHIC

If **You** are resident in the **United Kingdom** and are travelling to **Europe**, **You** should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel.

Waiver of Medical Excess

If **You** have a valid claim for medical expenses under this Policy, which is reduced by **Your**

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

Know Before You Go



In association with the 'Know Before **You** Go' Campaign, **We** are working with the Foreign & Commonwealth Office (FCO) to do all that **We** can to help travellers stay safe overseas.

Before **You** go overseas, check out the FCO website at www.fco.gov.uk/travel. It is packed with essential travel advice and tips, and up-to-date country information.

PLEASE NOTE: This Policy does not cover any **Journey** to a destination which is an area where the Foreign and Commonwealth Office has advised against 'all travel'; or that part of any **Journey** 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).

If **You** are not sure whether there is a travel warning for **Your** destination, please check their website www.fco.gov.uk or call them on 0845 850 2829.

Before Booking a New Journey

If **You** have bought a Multi Trip Policy, please check that it continues to meet **Your** needs before booking any new **Journey**.

The Important Information section and Policy Schedule contain essential information on Policy benefits, benefit amounts, Persons Covered; **Journeys** Covered and **Journeys** Not Covered; Covered Leisure Activities Sports and Winter Sports, Health Exclusions, Health Declaration and Change of Health.

If **You** have any questions, need to declare a change of health, or amend or renew **Your** Policy, please contact **Us** immediately and before booking **Your Journey**.

WELCOME

Thank **You** for choosing **BMC** Travel Insurance.

This is **Your** Travel Insurance Policy Document which, together with **Your** Policy Schedule and the information supplied when applying for this insurance, is a contract between **You** and **Us**.

In return for payment of the premium, **We** agree to insure **You** during the **Period of Insurance** subject to the Policy Terms, Conditions and Exclusions.

The Policy Schedule shows the cover **You** have chosen and the most **We** will pay under each section.

You MUST tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect **Your** cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.

If **You** have any questions, do contact **Us** and **We** will be happy to help.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

IMPORTANT INFORMATION

The words and phrases appearing in bold type and starting with a capital letter in this Policy Document and the Policy Schedule always have the same meanings wherever they appear. These meanings are explained in the General Definitions section on Pages 32 and 34 of this Policy Document.

Your Policy and Policy Schedule

This is **Your** Travel Insurance Policy Document.

Your Policy Document and Policy Schedule set out the terms of **Your** contract with **Us** and contain full details of

- what is covered;
- what is not covered;
- the conditions that apply;
- how to get medical assistance
- how to make a **Claim**.

Please:

- check them carefully to ensure that the cover provided meets **Your** needs;
- keep them in a safe place;
- take them (or a copy) with **You** when travelling;
- make a note of the Important Phone Numbers on page 2 of this Policy (or store them on **Your** mobile phone) and take them with **You** at all times when travelling on a **Journey**.

If **You** have any questions please contact **Us** on +44 (0)161 445 6111.

Persons Covered

To be covered under this Policy, **You MUST**:

1. on the date **You** purchase cover, be under 70 years of age in respect of the Travel product only, or under 80 years of age for the Trek, Rock or Alpine & Ski (unless **We** have agreed in writing to provide cover beyond this age and **You** have paid the appropriate additional premium due)
 2. be continually
 - A. resident in the **United Kingdom** or Jersey; and
 - B. registered with a **Doctor** practising in the **United Kingdom** or Jersey;
 - C. a **BMC/MCofS/MI** member (or a member of an affiliated club) or the **Partner** or **Child** of a member who is also covered under this Policy;
- throughout the **Period of Insurance**;

3. at the time **You** applied for this Policy, have been able to make the statements **We** asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to **Us**".

Children

Children will only be covered under a Multi Trip Policy when

1. they are travelling with an adult named under **Persons Insured** on the Policy Schedule; or
2. travelling with and under the supervision of another adult Insured under a **BMC** Travel Insurance Policy, who is responsible for their care for the length of the **Journey**.

Journeys Covered

The type of Policy **You** have, Single Trip or Multi Trip, is shown on the Policy Schedule.

1. Single Trip Policy

A Single Trip Policy covers a **Journey** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Policy Schedule.

2. Multi Trip Policy

A Multi Trip Policy covers all **Journeys** during the **Period of Insurance** provided they meet the following conditions:

- A. each **Journey MUST** take place entirely within the Area of Travel stated in the Policy Schedule.
- B. No single **Journey Abroad** exceeds the **Maximum Duration Any One Journey Abroad** stated in the Policy Schedule.
- C. **You** do not exceed the **Total Number of Days Abroad** stated in the Policy Schedule.
- D. each **Journey in Your Home Country** includes at least 1 night spent in paid accommodation that is booked before the **Journey** begins; or if the sole purpose of the trip is to take part in a sport or leisure activity for which **You** have bought cover under one of the **Optional Sports and Leisure Activities Extensions** under this Policy.

Journeys Not Covered

We will not cover any **Journey**:

- for which **You** have failed to purchase insurance cover for the entire duration of **Your** trip, or that has not started in **Your Home Country**, or which is a one way trip that does

- not end in **Your Home Country**.
- that involves **You** travelling specifically to obtain medical, dental or cosmetic treatment
- where sports or activities are the main focus of, or form a significant proportion of **Your Journey** (unless **You** have bought cover under the appropriate Optional Sports and Activities Extension).
- where the primary purpose is to:
 1. set or break a speed, distance, endurance or other record; or
 2. to participate in a commercial film, documentary or other programme,
 3. 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.
- that is solely a pleasure cruise, unless declared to **Us** in advance and **We** have agreed in writing to cover such **Journey**.
- that involves business or work of any description, unless declared to **Us** in advance and **We** have agreed in writing to cover such **Journey**.
- where, on the date it is booked (or commencement of the **Period of Insurance** if later), **You** or **Your Travelling Companion** are aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a **Claim** under this Policy where **Your** destination is an area where the Foreign and Commonwealth Office has advised against 'all travel'; or that part of any **Journey** 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 area, will recommence immediately when **You** leave such area and excludes 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.fco.gov.uk or call them on 0845 850 2829

The Cover Provided

The Cover **You** have bought is shown in **Your** Policy Schedule.

Your Policy Schedule shows the maximum amount

We will pay under each Section, and whether **You** have bought cover under an Optional Sports and Activities Extension and/or the Professional Extension.

All cover Sections provide cover for **Journeys Abroad**. If **You** have bought a Multi Trip Policy (or a Single Trip Policy for a **Journey** within **Your Home Country**), the following Sections also provide cover for **Journeys** within **Your Home Country**:

Section 1. Cancellation; and
 Section 4. Personal Property; and
 Section 6. Money; and
 Section 7. Personal Accident; and
 Section 8. Curtailment; and
 Section 9. Personal Liability; and
 Section 15. Hijack; and

if **You** have bought cover under an Optional Sports and Activities Extension and/or the Professional Extension, it will also provide cover for **Journeys** within **Your Home Country**.

When You Are Covered

1. Cancellation cover under Section 1 begins when a **Journey** is booked, if this Policy is in force at the time of booking, or from the Date and Time Stated in the Policy Schedule, if later, and ends when **You** leave **Home** to commence **Your Journey**.
2. Insurance cover under all other Sections operates for a **Journey** that takes place during the **Period of Insurance** and includes travel directly to and from **Your Home** provided **Your** return **Home** is completed within 24 hours of **Your**
 - A. return to **Your Home Country**; or
 - B. departure from pre-booked accommodation following a **Journey** within **Your Home Country**.

When Cover Will End Automatically

1. Single Trip Policies
 All cover will end when the **Period of Insurance** ends, or when **You** return to **Your Home** at the end of **Your Journey**, or 24 hours after **You** return to **Your Home Country** at the end of **Your Journey**, whichever occurs first.
2. Multi Trip Policies
 A. **Your** cover will end on the first date **Your**

premium is due after **Your** 80th birthday (or any later date until which **We** have agreed in writing to provide cover and **You** have paid the appropriate additional premium)

- B. Cover for **Children** will end on the first date premium is due after their 18th birthday or when any of the following occur, if earlier:
- **Your** cover ends; or
 - **Your Child** gets married; or
 - **Your Child** stops being dependent on **You**.

If a **Journey** continues beyond the expiry date of this Policy or a **Journey** has been booked which begins after the expiry date of this Policy **You** must renew **Your** Policy or buy a new Policy if **You** wish cover to continue. If **You** do not renew **Your** Policy or buy a new Policy, the remaining period of the **Journey** or any future **Journey** which has been booked will not be covered after the expiry date of this Policy.

Automatic Extension of the Period of Insurance

If **You** cannot return **Home** from a **Journey** before **Your** cover ends, **Your** Policy will automatically be extended at no extra charge for:

- up to 14 days if any **Public Transport** in which **You** are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of adverse weather, industrial action, or mechanical breakdown.
- up to 30 days (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return **Home Due To**:
 1. **You** being injured or becoming ill or being quarantined during a **Journey**
 2. **You** being required to stay on medical advice with another **Person Insured** named on **Your** Policy Schedule who is injured or becomes ill or is quarantined during a **Journey**

Health Declaration and Change of Health

Please read the following carefully as it may affect the cover **We** provide and **Your** ability to **Claim** under **Your** Policy.

At the time **You** applied for this Policy, **You** made the statements **We** asked **You** to make, and which

appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to **Us**". These included statements relating to the health of each **Person Insured** under this Policy.

If **You** have a Multi Trip Policy, **We** also told **You** that **You** need to be able to confirm these statements before **You** book any **Journey**, and that if **You** can't, **You** must contact **Us**.

If a **Person Insured**'s health changes after **You** made these statements and **You** can no longer make them, **You** **MUST** let **Us** know immediately if:

- **You** have reason to believe that **Your Journey** may need to be cancelled or **Curtailed** or **You** are aware of any other circumstance that could reasonably be expected to result in a claim on this Policy; or
- a **Doctor** has advised **You** or any other **Person Insured** against travelling or **You** believe would do so if his/her advice was sought; or
- **You** or any other **Person Insured** has any medical condition for which **You** or they have received a terminal prognosis; or
- **You** have a Multi Trip Policy which expires before **Your** departure date;

Provided **Your Journey** was booked before the change of health occurred, **You** may have a valid cancellation **Claim** if **You** have to cancel **Your Journey**, or **We** cannot provide the cover **You** require.

If **You** have a Multi Trip Policy and book a new **Journey** without telling **Us** that **You** cannot make these statements, **We** will not cover any **Claim Due To** any **Person Insured**'s change of health. If **You** tell **Us** about a **Person Insured**'s change of health **We** will tell **You** if **We** can provide cover for any **Claim Due To** their change of health, and if so, whether any additional premium is required or additional terms apply. If **We** agree to cover any **Claim Due To** a **Person Insured**'s change of health, **We** will confirm this in writing.

If **You** do not let **Us** know about a **Person Insured**'s change of health, **You** may not have the cover **You** need and it may invalidate **Your** Policy or reduce the amount of any Cancellation **Claim**.

Health Exclusions

1. Exclusions relating to **Your** health and the health of other **Persons Insured**:

This Policy contains exclusions relating to **Your** health and the health of other **Persons Insured**. These appear under the General Exclusions.

2. Exclusions relating to the health of any person on which **Your Journey** depends.
This Policy contains exclusions relating to the health of any person on which **Your Journey** depends.
These exclusions appear under the
 - Cancellation Section; and
 - **Curtailment** Section.

Reciprocal Health Agreements and Waiver of Excess

If **You** intend to travel to:

1. **Europe** (all EU countries plus Iceland, Liechtenstein, Norway and Switzerland); and
 - A. are resident in **United Kingdom**, **You** should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel. This will allow **You** to benefit from the reciprocal health arrangements, which exist with these countries.

You can get more information about the European Health Insurance card, and apply for or renew **Your** EHIC:

Online at: <https://www.ehic.org.uk/>

By Phone: 0845 606 2030

By Post: Forms available at the Post Office™.

- B. are resident in Jersey, **You** may be entitled to medical treatment at a lower cost or free of charge in some countries. **You** can check this with the Social Security Department (contact details below).
2. Australia
You **MUST** register with Medicare if **You** require medical treatment in Australia. Some treatment charges may be partially refunded by the Medicare scheme. **You** must make **Your Claim** while **You** are still in the country.

If **You** do not, **We** may reject **Your Claim** or reduce the amount **We** pay **You**.
 3. Other countries outside the European Economic Area
You may be entitled to free healthcare if **You** are travelling to other countries outside the

European Economic Area (EEA) provided that the country in question has a reciprocal healthcare arrangement with **Your Home Country**.

Details of countries with reciprocal healthcare arrangement with:

- the **United Kingdom** can be found online at www.nhs.uk under "Healthcare abroad and the EHIC card", and in the 'Health Advice for Travellers' leaflet which **You** can get from the Post Office™ or download from the publications section at: <http://www.dh.gov.uk>
- Jersey can be found at www.gov.je or by calling the Social Security Department on +44(0) 1534 445505.

If **You** have a valid **Claim** for Medical Expenses under this Policy, which is reduced by **Your**

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

SPORTS AND LEISURE ACTIVITIES

Sports and Leisure Activities Covered Automatically

You are automatically covered when participating in any of the sports and activities listed below, during **Your Journey**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- **You** participate on a recreational basis only
- **You** have not been advised by a **Doctor** against participating in such sport or activity;
- **You** wear the recommended/recognised safety equipment and;
- **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
- It is not the main focus of, or does not form a significant proportion of, **Your Journey**.

Archery
Beach basketball
Beach cricket
Beach football
Beach volleyball
Body boarding
Cycling (except cycle touring, cycle racing, BMX and/or mountain biking)
Dinghy sailing (non competitive, and on inland or coastal waters only)
Elephant riding (less than 2 days)
Fishing
Golf
Keep fit
Motorcycling up to 125cc (excluding racing and off road motor cycling) provided You wear a crash helmet, and hold a full (and not provisional) motorcycle licence issued in Your Home Country if You are in control of the motorcycle.
Pony trekking
Rounders
Safari (camera only and professionally organised).
Sailing (non competitive, and on inland and coastal waters only)
Squash
Surfing
Swimming
Table tennis
Wind surfing

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

Optional Sports and Leisure Activities Extensions

If an Optional Sports and Leisure Activities Extension is shown as covered on **Your** Policy Schedule the above list is extended to include the appropriate Sports and Leisure Activities subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- **You** participate on a recreational basis only
- **You** have not been advised by a **Doctor** against participating in such sport or activity;
- **You** wear the recommended/recognised safety equipment and;
- **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers.

Extension 1. Trek

Canoeing/Kayaking (inland and coastal waters only)
Cycle touring
Fell walking*
Hill walking*
Horse riding (excluding horse racing and horse jumping)
Rambling*
Rowing
Snorkelling
Swimming
Surfing
Trekking*
Via Ferrata

Extension 2. Rock

All activities detailed under Extension 1. Trek, and:

Abseiling*
Bouldering
Deep water soloing
Indoor climbing
Mountain and Cross country running*
Orienteering*
Soloing*
Speed climbing
Sport climbing
Traditional climbing single or multi pitch with leader placed protection (including Big Walling and Lead climbing) *
Yachting (inland and coastal waters only) excluding racing.

Extension 3. Alpine & Ski

All activities detailed under Extension 1. Trek, Extension 2 Rock, and:

Climbing and mountaineering in alpine glacial and non-glacial areas and peaks*
Includes Scottish winter climbing and ice climbing - except ascents of new routes in the Greater Ranges or climbs in remote or inaccessible regions.
The term Greater Ranges includes the high mountains of Asia and South America and the Mountains of the Arctic and Antarctic.

Cycle racing

Ice skating, dog sledging and tobogganing

Mountain biking

Rafting

Scuba diving (to a depth not exceeding 30 metres and provided that **You** are either accompanied by a qualified instructor, or **You** are qualified and not diving alone)

Recreational skiing activities including on-piste, off-piste, cross country, dry slope/indoor slope, backcountry/touring, downhill, Telemark, Nordic, heli/cat-skiing, and ski-mountaineering, but always excluding free-riding, ski-jumping, paraskiing, kite-skiing and Freestyle (eg: Moguls, Aerials, Big Air, Halfpipe, Ski-Cross and Slopestyle).*

Snowboarding is not covered unless an additional premium has been paid and snowboarding is stated in the Schedule as being covered, but always excluding the activities noted above as excluded while skiing.

Trekking above 6,500 metres above sea level, other than in remote or inaccessible areas.

** means cover only applies up to 6,500 metres above sea level.*

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

Please also note the information regarding rescue services and Your responsibility under the Local Safety Advice and Emergency Contact Details on Page 4.

CLAIMS CONDITIONS

(Conditions that apply to the whole Policy)

Making a Claim

In the event that You need to make a Claim under this Policy

- **You MUST** follow the procedure detailed below
- Please note that **ACE** and/or **ACE Assistance** are not responsible for arranging or undertaking rescue services

Please refer to Advice For Travellers on Page 4

1. If **You** are injured or become ill **Abroad** and need:

- A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to **Your Home Country**:

You MUST contact **ACE Assistance** immediately on:

+44 (0) 20 7173 7933

If **You** cannot do this **Yourself**, **You MUST** arrange for a personal representative to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative **MUST** contact **ACE Assistance** as soon as possible.

If **ACE Assistance** are not contacted, **We** may have the option of rejecting **Your Claim** or reducing its payment.

- B. medical treatment other than under A. above:

You MUST follow the procedure detailed under Condition 3: All other **Claims**. **You** can make use of the services provided by **ACE Assistance**, as appropriate (these are detailed on Page 14 of this Policy).

- C. medical treatment in Australia:

You MUST follow the appropriate procedure detailed under A or B above. **You MUST** also register with Medicare. Some treatment charges may be partially refunded by the Medicare scheme and **You** must make **Your Claim** while **You** are still in the country).

If **You** do not, **We** may reject **Your Claim** or reduce the amount **We** pay **You**.

2. Search and Rescue
Contact the relevant authorities as per the advice under the Local Safety Advice and Emergency Contact Details on page 4.
3. All other **Claims**
You MUST notify **Us** immediately by telephone, or in writing within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

BMC Travel Insurance Claims
308-314 London Road
Hadleigh, Essex SS7 2DD
Tel: +44 (0) 1293 726434
Email: info@csal.co.uk

Reporting Lost, Stolen or Damaged Property

1. Lost or stolen **Personal Property, Money**, passport or driving licence
You MUST notify the local police as soon as possible after discovery and
 - if lost or stolen from a hotel, **You MUST** notify hotel management; and
 - if **Money** lost or stolen includes traveller's cheques, **You MUST** notify the local branch or agent of the issuing company; and
 - provide **Us** with a copy of the original written reports.
2. **Personal Property** lost, stolen or damaged whilst in the custody of an airline or other carrier.

You MUST notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original written reports.

Complying with Special Conditions

You MUST comply with the Special Conditions detailed in the relevant Section of this Policy.

Other Insurance

If there is another insurance Policy in force (whether in **Your** name or otherwise) at the time of any incident which results in a **Claim** under this policy which does (or would but for the existence of this Policy) cover the same loss, damage,

expense or liability, **We** will not pay more than **Our** proportionate share of such **Claim**. This condition shall not apply to any **Claim** under Section 7 Personal **Accident** or Section 9 Personal Liability.

Supplying Details & Documents

You MUST supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

Your Duty to Avoid or Minimise a Claim

You and each **Person Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** or any **Person Insured** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition.

Protecting Property

You MUST take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article.

Interest

We will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**.

Sending Us Legal Documents

You MUST send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

Things You MUST NOT Do

You MUST NOT do the following without **Our** written agreement:

1. Admit liability
admit liability, or offer or promise to make any payment; or
2. Dispose of items
sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.

Recognising Our Rights

You and each **Person Insured** must recognise **Our** right to:

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

Dishonesty and Fraudulent Claims

We will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances

1. Dishonesty
if a **Claim** is in any way dishonest; or
2. Fraud
if **You**, any other **Person Insured** or anyone acting on **Your** or their behalf, uses fraudulent means to benefit under this Policy.

Paying Claims

1. Death
 - A. If **You** are 18 years old or over, **We** will pay the **Claim** to **Your** estate and the receipt given to **Us** by **Your** personal representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**.
 - B. If **You** are aged under 18 years and

covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay any **Claim** for Accidental death to **Your Partner**. In all other circumstances **We** will pay any **Claim** for Accidental death to **Your Parent or Legal Guardian**. **Your Partner's** or **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

2. All other **Claims**
 - A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
 - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay the **Claim** to **Your Partner** for **Your** benefit. In all other circumstances **We** will pay the appropriate benefit amount to **Your Parent or Legal Guardian** for **Your** benefit. **Your Partner's** or **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

ACE ASSISTANCE

ACE Assistance can provide a range of assistance and medical related services when **You** are on a **Journey Abroad**. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

To contact **ACE Assistance** please call:

+44 (0) 20 7173 7933

While **ACE Assistance** will make every effort to make sure that advice or assistance is provided promptly and in good faith it cannot accept liability for loss or damage of any kind that may arise or result from the use, or intended use, of the **ACE Assistance** - Medical Assistance and Referral Services / Personal Assistance Services.

1. Medical Assistance and Referral Services

If **You** are injured or become ill **Abroad** **You** **MUST** contact **ACE Assistance** immediately if **You** need hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to the **United Kingdom**.

If **You** cannot do this **Yourself**, **You** **MUST** arrange for a personal representative to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative **MUST** contact **ACE Assistance** as soon as possible.

If **ACE Assistance** are not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **ACE Assistance** detailed below, as appropriate.

ACE Assistance - Medical Assistance and Referral Services can help with

- A. Payment of bills - if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to **Your Home Country** - if the **Doctor** appointed by **ACE Assistance** believes treatment in **Your Home Country** is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Journey**.
- C. Provision of medical advice –
 - I. if **You** require emergency consultation or treatment **Abroad**, **ACE Assistance** will provide the names and addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.
 - II. if necessary **ACE Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.
- D. Unsupervised **Children** - if a **Child** is left unsupervised on a trip **Abroad** because **You** or **Your Partner** (if shown as insured on the Policy

Schedule) is hospitalised or incapacitated, **ACE Assistance** may organise his or her return **Home**, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

2. Personal Assistance Services

- The services under this Section are provided by **ACE Assistance** are only available during a **Journey Abroad**.
- These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred e.g. for drug replacements must be reimbursed to **ACE Assistance** unless they form part of a successful **Claim** under an appropriate Section of this Policy.

ACE Assistance - Personal Assistance Services can help with

- A. Transfer of emergency funds
Transfer of emergency funds up to £250 per trip if access to normal financial/banking arrangements are not available locally. In order to reimburse **ACE Assistance** **You** must authorise **ACE Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **ACE Assistance's** account in the **United Kingdom**. If the emergency transfer is needed **Due To** theft or loss of personal money, a **Claim** may be made under the Policy.
- B. Message relay
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Journey** travel schedule.
- C. Drug replacement
Assistance with the following:
 - I. replacement of lost drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which **You** cannot get **Abroad**.
 - II. sourcing and delivery of compatible blood supplies. **ACE Assistance** will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.
- D. Tracing lost **Personal Property**
Tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the

- carrier has failed to resolve the problem.
(Please note: **You** must produce written confirmation of the loss from the carrier, for example an airline would provide a document known as a property irregularity report).
- E. Replacement travel documents
Assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.
 - F. Lost credit, debit, payment, pre-payment and charge cards
Giving advice on how to contact the appropriate card issuers if credit debit, payment, pre-payment and/or charge cards are lost or stolen. Data Protection legislation prevents **ACE Assistance** from contacting the card issuers directly.
 - G. Emergency translation facility
A translation service if the local provider of an assistance service does not speak English.
 - H. Legal help
Referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.
 - I. **Children at Home**
Medical advice and monitoring, until **You** or **Your Partner** return **Home**, if a **Child** who has been left in **Your Home Country** becomes ill or suffers injury.

GENERAL EXCLUSIONS

(Exclusions that apply to the whole Policy)

We will not be liable to make any payment under this Policy where

1. Eligibility
You do not meet the eligibility criteria detailed under "Persons Covered" on Page 6 of this Policy
2. **Children** travelling alone under a Multi Trip Policy
You are a **Child** covered under a Multi Trip policy travelling or booked to travel without an adult **Person Insured** named on the Policy Schedule or travelling without being under the supervision of another adult Insured under a **BMC Travel Insurance Policy**, who is responsible for **Your** care for the length of the **Journey**.

3. **Journeys** not covered
Your Journey is described under "**Journeys Not Covered**", on Page 6 of this Policy.
4. any **Claim** is **Due To**:
 - A. Excluded medical conditions or circumstances any medical condition detailed in the Policy Schedule under "**Your** declaration to **Us**" which existed at the time this Policy was purchased, unless it has been declared to **Us** and **We** have agreed in writing to provide cover for it.
 - B. Change of health
a change of health or where the cost of any **Claim** is increased **Due To** a change of health if the **Person Insured** has not followed the procedure detailed under "Health Declaration and Change of Health" on Page 8 of this Policy.
 - C. Not taking medication or treatment a medical condition for which a **Person Insured** chose not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.
 - D. Tropical disease where not vaccinated any **Claim Due To** a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication recommended by the World Health Organisation or required by the authorities in the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medication, on medical grounds.
 - E. Anxiety, stress, depression, phobia, mental or nervous disorder
a **Person Insured** suffering from any anxiety state, stress, depression, or any phobia or mental or nervous disorder, that was diagnosed before the **Period of Insurance** commenced or **Your Journey** was booked (whichever is later).
 - F. Excluded sports and activities
You taking part in any of the following while on a **Journey**:
 - I. any sports or activities not specifically covered under "Sports and Leisure Activities Covered Automatically" or under any Optional Sports and Leisure Activities Extension for which **You** have bought cover, as shown on **Your** Policy Schedule
 - II. any sports or activities in a professional capacity or for financial reward or gain

- provided that this exclusion will not apply to activities covered under the “Professional Extension” if, the Policy Schedule shows that **You** have bought the Professional Extension.
 - III. competitive winter sports
 - IV. air travel unless **You** are travelling as a fare paying passenger in
 - a. a fixed wing aircraft which is provided by a licensed airline or air charter company; or
 - b. professionally operated air transport (other than as described under Item a. above), flown by a qualified person, where:
 - i. it is specifically covered as an activity under “Sports and Leisure Activities Covered Automatically” or under any Optional Sports and Leisure Activities Extension for which **You** have bought cover, as shown on **Your** Policy Schedule; or
 - ii. it is necessary to enable **You** to travel to an area inaccessible by a fixed wing aircraft to engage in an activity covered under this Policy.
 - V. business or work of any description other than where covered under the “Professional Extension” or where otherwise declared to and accepted by **Us** in writing .
 - G. Currency
currency exchange.
 - H. Illegal acts
any illegal act by **You**.
 - I. Misuse of alcohol/drugs
 - I. **Your** misuse of alcohol or solvents; or ingesting drugs except for drugs which are properly prescribed; or
 - II. **Your** driving a vehicle of any kind whilst the alcohol level in **Your** blood exceeds the legal limit of the country where **You** are driving.
 - J. Suicide/self-injury
 - I. **Your** suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of **Your** mental health; or
 - II. **Your** needless self-exposure to danger except in an attempt to save human life.
 - K. Radiation
 - I. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
 - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - L. Sonic waves
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
 - M. **War**
War or any act of **War** whether **War** is declared or not.
5. Loss, damage, injury expense or liability arises directly or indirectly out of or in connection with any event or circumstances which occur whilst **You** are travelling within an area where the Foreign and Commonwealth Office has advised against ‘all travel’.
 6. any loss or expense arising directly or indirectly or in connection with the financial failure of a tour operator, travel agent, cruise line, ferry operator, airline, accommodation provider, transportation, coach or train provider, or excursion and ticketing operator.

COVER

SECTION 1. CANCELLATION

What is covered

We will refund **Your** unused travel and/or accommodation costs (and instructor and course fees, ski hire, ski school and ski lift passes, provided that the appropriate Optional Sports and Leisure Activities Extension is shown as covered on the Policy Schedule) up to the amount stated in the Policy Schedule which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Journey Due To**:

1. **You, Your Travelling Companion** or someone **You** have arranged to stay with on **Journey**;
 - A. dying; or
 - B. being seriously injured; or
 - C. suffering sudden illness; or
 - D. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics); or
 - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such cancellation is confirmed as

- medically necessary by the treating **Doctor**.
2. **You** or **Your Travelling Companion** being injured to such an extent that **You** or they are unable to safely participate in a Sport or Activity for which **You** or they are covered under a **BMC** Travel Insurance Policy under an Optional Sports and Leisure Activities Extension, participating in which was the primary purpose of the **Journey**; provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
 3. **You** or **Your Travelling Companion's Immediate Family Member** or **Close Business Colleague**;
 - A. dying; or
 - B. being seriously injured; or
 - C. suffering sudden and serious illness; or
 - D. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics)
 provided that such cancellation is confirmed as medically necessary by a **Doctor**.
 4. the compulsory jury service or subpoena of **You** or **Your Travelling Companion**.
 5. **You** or **Your Travelling Companion** being made redundant and registered as unemployed.
 6. serious fire, storm or flood damage to **Your Home** or **Your Travelling Companion's** home; provided that such damage occurs within the 7 days immediately prior to commencement of **Your Journey**.
 7. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your Home** or **Your Travelling Companion's Home**.
- B. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **Your** or their occupation would normally require a Court attendance;
 - C. redundancy where **You** or **Your Travelling Companion**:
 - I. were unemployed or knew that **You** or they may become unemployed, at the time the **Journey** was booked;
 - II. are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
 - III. are self-employed or a contract worker;
 - D. any adverse financial situation causing **You** to cancel **Your Journey**;
 - E. **You** or **Your Travelling Companion** deciding that **You** do not want to travel.
2. Any loss, charge or expense **Due To**:
 - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - B. prohibitive regulations by the government of any country;
 3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, **Journey** property bond or **Journey** points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
 4. The **Excess**

What is not covered

1. Any **Claim Due To**
 - A. any serious, chronic or recurring medical condition diagnosed before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Journey**, affecting
 - I. **Your Travelling Companion**, unless he or she
 - a. is a **Person Insured** under this or another **BMC** Travel Insurance Policy; and
 - b. has declared that medical condition and **We** have agreed in writing to cover it;
 - II. any other person upon whom **Your Journey** depends.

SECTION 2. MEDICAL AND ADDITIONAL EXPENSES

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If during a **Journey Abroad You**

1. are injured; or
2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a registered medical practitioner of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Journey Abroad**), **We** will pay up to the amount stated in the Policy Schedule for:

- A. Medical Expenses
All reasonable costs that it is medically necessary to incur outside of **Your Home Country** for
- I. hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital.
 - II. emergency dental treatment for the relief of pain only.
 - III. physiotherapy.
- B. Emergency Repatriation Expenses
All reasonable costs that it is medically necessary for **ACE Assistance** to incur to return **You Home**; or to move **You** to the most suitable hospital in **Your Home Country**; if it is medically necessary to do so.
- C. Travel Expenses
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **ACE Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of return to **Your Home Country**, and including travel costs, back to **Your Home Country** if **You** cannot use **Your** original return ticket.
- D. Accompanying Traveller Expenses
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **ACE Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child Home**.
- E. Cremation, Burial, Transportation and Recovery Charges
If **You** die **Abroad**
- I. cremation or burial charges in the country in which **You** die; or
 - II. transportation charges for returning **Your** body or ashes back to **Your Home Country**,
 - III. 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**.
- F. Search and Rescue Expenses
If **You** are reported as missing **Abroad** and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where;
- I. it is known or believed that **You** may have sustained injury or become ill; or
 - II. weather or safety conditions are such that

it becomes necessary to do so in order to prevent **You** from sustaining injury or becoming ill;

We will pay the the necessary and reasonable costs incurred by and/or levied by recognised rescue or police authorities in searching for **You** and for bringing **You** to a place of safety (Please note the information regarding rescue services and **Your** responsibility under the Local Safety Advice and Emergency Contact Details on Page 4).

- G. Replacement Traveller Expenses
If **You** are a member of a team and a **Doctor** confirms that as a direct result of such injury or illness **You** are unable to continue with **Your Journey**, provided that such injury or illness is covered under this section of the Policy and that it is necessary for **You** to be replaced on the **Journey** to fulfil the main objective of the **Journey**, **We** will pay the economy class air fare or standard class rail fare for a replacement traveller to travel to the point at which **You** are unable to continue **Your Journey**.

Special Conditions

1. If **You** are injured or become ill **You MUST** follow the procedure detailed under 'Making a **Claim**' on page 11 of this Policy. If **You** do not, **We** may reject **Your** claim or reduce the amount that **We** pay **You**.
Please note that **ACE** and/or **ACE Assistance** are not responsible for arranging or undertaking rescue services - Please refer to Advice For Travellers" on Page 4.
2. **ACE Assistance** may:
 - A. move **You** from one hospital to another; and/or
 - B. return **You Home**; or move **You** to the most suitable hospital in **Your Home Country**; at any time, if **ACE Assistance** believes that it is necessary and safe to do so.
3. Additional travel and hotel expenses must be authorised in advance by **ACE Assistance**.
4. All original receipts must be kept and provided to support a **Claim**.
5. There is an increased **Excess** of £500 in respect of rescue by air ambulance or helicopter services being required from/within Nepal.
6. Applicable to Search and Rescue Expenses
 - A. All reasonable local safety advice has been obtained and followed (as detailed under Advice For Travellers on Page 4) and rescue service arrangements made before contacting **ACE Assistance**.

- B. Expenses are only payable for **You** proportion of the search and rescue operation.
- C. 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.
- D. 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 is not covered

1. Any amount recoverable under a reciprocal healthcare agreement with **Your Home Country**.
2. Any treatment or surgery or exploratory tests
 - A. not confirmed as medically necessary; or
 - B. not directly related to the injury or illness that **You** were admitted to hospital for
3. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to **Your Home Country**
4. Any costs incurred following **Your** decision not to move hospital or return to **Your Home Country** after the date when, in the opinion of **ACE Assistance**, **You** should do so.
5. Cosmetic surgery
6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
7. Any medical treatment that **You** travelled **Abroad** to obtain.
8. Medication **You** are taking before, and which **You** will have to continue taking during, a **Journey**.
9. Any medical expenses incurred in **Your Home Country**.
10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by **ACE Assistance**.
11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Journey**.
12. Any additional costs for single or private room accommodation.
13. Cremation or burial costs in **Your Home Country**.
14. 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**.
15. Any amount exceeding the Aggregate Limit stated in the Policy Schedule for Search and

Rescue Expenses incurred in respect of any one Claim for all Persons Insured.

If the aggregate amount of Search and Rescue Expenses exceeds the Aggregate Limit the amount payable for each Person Insured shall be proportionately reduced until the total does not exceed such Aggregate Limit.

16. Any medical expenses incurred more than 12 months after **You** were first injured or became ill.
17. The **Excess**, except where **You** have obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card, reciprocal health agreement or private medical insurance.

SECTION 3. TRAVEL DELAY

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If **You** are delayed for at least 12 hours on **Your** outbound international **Journey** from **Your Home Country** or the final part of **Your** international return **Journey** to **Your Home Country** because the scheduled departure of **Public Transport** is affected by a strike, industrial action, adverse weather, mechanical breakdown, or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

1. pay the Travel Delay benefit stated in the Policy Schedule; or
2. if **You** abandon **Your Journey** after a delay of at least 24 hours of the scheduled outbound international departure from **Your Home Country**, **We** will refund **Your** unused travel and accommodation costs (and instructor and course fees, ski hire, ski school and ski lift passes, provided that the appropriate Optional Sports and Leisure Activities Extension is shown as covered on the Policy Schedule) up to the amount stated in the Policy Schedule that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

Special Conditions

1. **You** can only **Claim** under item 1 or item 2 above, not both.
2. **You MUST**
 - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
 - B. comply with the travel agent, tour operator and transport providers contract terms; and

- C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay.

What is not covered

1. Any **Claim Due To**
 - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
 - B. strike or industrial action that could be reasonably expected when the **Journey** is booked;
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, **Journey** property bond or **Journey** points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
3. The **Excess** if a **Journey** is abandoned.

SECTION 4. PERSONAL PROPERTY

What is covered

1. Accidental loss or damage or theft.
If **Personal Property** is accidentally lost or damaged or is stolen during a **Journey**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Policy Schedule.
2. Temporary Loss
If **Personal Property** is temporarily lost or misplaced for at least 12 hours on **Your** outbound **Journey** by the airline or other carrier, **We** will pay up to the amount stated in the Policy Schedule to reimburse **You** for the cost of essential items of clothing medication and toiletries that **You** have to purchase.

Special Conditions

1. **You** **MUST** take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is lost or stolen **You** **MUST** take all reasonable steps to get it back.
2. **Valuables** **MUST** be kept on **Your** person at all times unless **You** are in an area where a locked safe or safety deposit box is available, and **Your Valuables** are securely stored in that locked safe or safety deposit box.
3. Loss or theft of **Personal Property** **MUST** be reported to the police (and in addition, the hotel or resort management if the loss or theft occurs in a hotel or ski resort) as soon as possible after discovery and **We** **MUST** be provided with a

copy of the original written police report and/or report to the hotel/ski resort management as applicable.

4. Loss, theft or damage to **Personal Property** in the custody of an airline or other carrier **MUST** be reported in writing to the airline or other carrier within 24 hours of discovery and **We** **MUST** be provided with a copy of the original written airline or carrier's report.
5. Where **Personal Property** is temporarily lost or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the return of **Your Personal Property** to **You** by the airline or other carrier was delayed for at least 12 hours after **You** arrived at **Your** destination.
6. **We** will deduct any amount payable under a **Claim** for the purchase of essential items, from any **Claim** for loss, damage or theft of **Personal Property** resulting from the same cause or event.

What is not covered

1. More than the amount stated in the Policy Schedule for:
 - A. a single item, pair or set, or part of a pair or set;
 - B. Hired winter sports equipment in total (if the optional Winter Sports Extension is shown as covered on the Policy Schedule);
 - C. **Valuables** in total;
2. Loss or theft of **Valuables** left **Unattended** (unless a locked safe or safety deposit box is available, and **Your Valuables** are securely stored in that locked safe or safety deposit box).
3. Loss or theft of any **Personal Property** (other than **Valuables**) left **Unattended** unless:
 - A. contained in
 - I. a locked room; or
 - II. a locked safe or safety deposit box; or
 - III. 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; or
 - B. in the custody or control of an airline or other carrier; or
 - C. **You** are able to prove with documentation that **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 Personal Property**; or
 - D. such **Personal Property** is skis and/or a

snowboard which have been temporarily stored in a public ski/snowboard rack at a ski resort and such temporary storage is within the resort's hours of operation.

4. Loss, theft or damage to:
 - A. mobile phones, antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, business equipment, tools, samples or merchandise, bonds, securities or documents of any kind; or
 - B. sports equipment whilst being used (except for ski, mountaineering, or climbing equipment not otherwise excluded which is covered if the Schedule shows that **You** have bought cover under the appropriate Optional Sports and Leisure Activities Extension to engage in such activity); or
 - C. vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles.
5. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
6. Delay, detention, seizure or confiscation by customs or other officials.
7. The **Excess**.

SECTION 5. LOSS OF PASSPORT/DRIVING LICENCE

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If **Your** passport (or driving licence if taken with **You**) is lost destroyed or stolen while **You** are on **Journey Abroad**, **We** will pay up to the amount stated in the Policy Schedule to cover the cost of:

1. getting any temporary replacement documents needed to enable **You** to return to **Your Home Country** including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Journey** to obtain such documents;
2. the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was lost destroyed or stolen.

Special Conditions

Loss or theft **MUST** be reported to the police (and

the hotel management if the loss or theft occurs in a hotel) as soon as possible after discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.

What is not covered

1. Loss or theft of any passport or driving licence left **Unattended** unless contained in a locked safe or safety deposit box.
2. Delay, detention, seizure or confiscation by customs or other Officials.

SECTION 6. MONEY

What is covered

We will pay up to the amount stated in the Policy schedule if **Money** held by **You** for **Your** own personal use is lost or stolen during a **Journey** whilst:

1. being carried by **You**; or
2. left in a safe or safety deposit box.

Special Conditions

1. Loss or theft **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) as soon as possible after discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
2. **You MUST** provide **Us** with proof of ownership of the **Money** for which **You** are claiming. This may be in the form of a bank statement showing the date and time of the applicable cash withdrawal, or any other form of evidence that **We** may require.

What is not covered

We will not pay:

1. more than the amount stated in the Policy Schedule for cash;
2. for traveller's cheques:
 - A. unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
 - B. if the issuing company provides a replacement service;
3. delay, detention, seizure or confiscation by customs or other officials;
4. for depreciation in value or shortage **Due To** any error or omission;
5. the **Excess**.

SECTION 7. PERSONAL ACCIDENT

What is covered

If **You** suffer physical injury caused by an **Accident** during a **Journey** which within 12 months directly results in **Your**:

1. death; or
2. **Loss of Sight**; or
3. **Loss of Limb**; or
4. **Permanent Total Disability**;

We will pay the appropriate benefit stated in the Policy Schedule.

Special Conditions

1. **We** will not pay more than one benefit for the same physical injury.
2. If **You** were already disabled before the **Accident** or already had a condition which is gradually getting worse, **We** may reduce **Our** payment. Any reduced payment will be based on **Our** medical assessment of the difference between:
 - I. the disability after the **Accident**; and
 - II. the extent to which the disability is affected by the disability or condition before the **Accident**.

What is not covered

1. Death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability Due To** disease or any physical defect, injury or illness which existed before the **Journey**.

SECTION 8. CURTAILMENT

What is covered

We will pay

1. unused accommodation costs (and unused instructor and course fees, ski hire, ski school and ski lift passes, provided that the appropriate Optional Sports and Leisure Activities Extension is shown as covered on the Policy Schedule) which **You** have paid or are contracted to pay and which cannot be recovered from any other source;
 2. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning **Home**;
- up to the amount shown in the Policy Schedule, if it becomes necessary to, **Curtail a Journey Due To**:
- A. **You**, **Your Travelling Companion** or someone **You** have arranged to stay with on **Journey**:
 - I. dying; or

- II. being seriously injured; or
 - III. suffering sudden illness; or
 - IV. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics); or
 - V. being compulsorily quarantined on the orders of a treating **Doctor**;
- provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
- B. **You** or **Your Travelling Companion** being injured to such an extent that **You** or they are unable to safely participate in a Sport or Activity for which **You** or they are covered under a **BMC** Travel insurance Policy under an Optional Sports and Leisure Activities Extension, participating in which was the primary purpose of the **Journey**; provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
 - C. **You** or **Your Travelling Companion's Immediate Family Member** or **Close Business Colleague**:
 - I. dying; or
 - II. being seriously injured; or
 - III. suffering sudden and serious illness; or
 - IV. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics)provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
 - D. serious fire storm or flood damage to **Your Home** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Journey** commences.
 - E. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your Home** or **Your Travelling Companion's Home**.

What is not covered

1. Any **Claim Due To**
 - A. any serious, chronic or recurring medical condition diagnosed before **Your Journey** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Journey**, affecting
 - I. **Your Travelling Companion**, unless he or she
 - a. is a **Person Insured** under this or another **BMC** Travel Insurance Policy; and
 - b. has declared that medical condition and **We** have agreed in writing to

- cover it;
- ll. any other person upon whom **Your Journey** depends.
- B. any adverse financial situation causing the **Curtailment of a Journey**;
- C. **Your** or **Your Travelling Companions** not wanting to travel or to remain on **Journey**.
- 2. Any loss, charge or expense **Due To**:
 - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel, **Curtail** or rearrange a booking;
 - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, **Journey** property bond or **Journey** points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 4. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Journey**.
- 5. The cost of any unused pre-paid travel costs, including but not limited to **Your** original return ticket.
- 6. The **Excess**.

SECTION 9. PERSONAL LIABILITY

What is covered

We will indemnify **You** up to the Limit of Liability stated in the Policy Schedule against all sums which **You** are legally liable to pay as damages in respect of:

- 1. accidental bodily injury (including death illness or disease) to any person;
 - 2. accidental loss of or damage to material property;
- which occurs during the **Period of Insurance** arising out of the **Journey**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Policy Schedule.

We will in addition pay Costs and Expenses. Costs and Expenses shall mean:

- 1. all costs and expenses recoverable by any claimant from **You**;
- 2. all costs and expenses incurred with **Our**

- written consent;
 - 3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction
- in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or any other territory within the jurisdiction of either such country, Costs and Expenses described in 1., 2. and 3. above are included in the Limit of Liability for this Section.

Special Conditions

- 1. **We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to **You** the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled and **We** shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which **We** may be responsible hereunder.
- 2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by **You** or not covering the same liability **We** shall not be liable to indemnify **You** in respect of such liability except so far as concerns any **Excess** beyond the amount which would have been payable under such other insurance had this Section not been effected.

What is not covered

- 1. Indemnity for any liability:
 - A. in respect of bodily injury to any person who is
 - I. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
 - II. a member of **Your** family.
 - B. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
 - C. in respect of loss of or damage to property
 - I. belonging to **You**;
 - II. in **Your** care custody or control.
 However this Exclusion shall not apply in respect of loss of or damage to buildings

and their contents not belonging to but temporarily occupied by **You** in the course of the **Journey**.

- D in respect of bodily injury loss or damage caused directly or indirectly in connection with:
- I. the carrying on of any trade business or profession;
 - II. the ownership, possession or use of
 - a. horse-drawn or mechanically propelled vehicles
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft);
 - c. firearms (other than sporting guns).
- E. arising from the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of a **Journey**.
- F. in respect of punitive or exemplary damages.
2. The **Excess**.

SECTION 10. OVERSEAS LEGAL ADVICE & EXPENSES

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If during a **Journey You** sustain bodily injury or illness which is caused by a third party **We** will pay up to a benefit amount stated in the Policy Schedule to cover **Legal Expenses** arising out of **Any One Claim**.

Special Conditions

1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. **You** have the right to select and appoint a **Legal Representative** of **Your** choice to represent **You** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). **You** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in **Your** local

area if **You** ask **Us** to do so.

3. **You MUST** co-operate fully with the **Legal Representatives** and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request **You** will give to the **Legal Representatives** any instructions necessary to ensure such access.
4. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
 - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
 - B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.
5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **Your** costs shall not be recoverable under the Insurance.
6. **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in **Your** name for damages and or compensation from a third party.
7. All **Claims** within this Section must be submitted to **Us** in writing within 90 days.
8. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw

- cover immediately and to recover any fees or expenses paid to **You**.
9. **We** may at **Our** discretion require **You** to obtain at **Your** expense an opinion of a barrister agreed by **You** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
 10. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
 11. **You** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
 - A. an award of costs is made in **Your** favour in the **Claim** or legal proceedings; or
 - B. costs are agreed to be paid to **You** as part of any settlement of the **Claim** or legal proceedings.
 12. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the **Claim** or legal proceedings, **You** have the right to select and appoint other **Legal Representatives** in accordance with Condition 2 of this Section.
 13. If at **Your** request **Legal Representatives** cease to continue acting for **You**, **We** shall be entitled to withdraw cover immediately or agree with **You** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

What is not covered

1. Any **Claim** reported to **Us** more than 12 months after the beginning of the incident which led to the **Claim**.
2. Any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
3. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation.
4. **Legal Expenses** incurred in connection with any criminal or wilful act.
5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against **You** unless as a counter claim.
6. Fines, penalties compensation or damages imposed by a court or other authority.
7. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
 - A. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - B. **Us** or **Our** agents; or
 - C. **Your** employer.
8. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.
11. **Legal Expenses** incurred where **You** have:
 - A. failed to co-operate fully with and make sure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
 - B. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
12. **Legal Expenses** incurred after **You** have not:
 - A. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
 - B. accepted an offer from **Us** to settle a **Claim**.
13. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

SECTION 11. MISSED DEPARTURE

Cover under this Section only applies to **Journeys Abroad**.

What is covered

We will pay up to amount stated in the Policy Schedule for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

1. **Your** scheduled destination **Abroad** if **You** arrive too late at **Your** final point of international departure from **Your Home Country** on **Your** outbound **Journey** to board the **Public Transport** on which **You** are booked to travel from **Your Home Country**;
2. **Your Home Country** if **You** arrive too late at **Your** final point of international departure to **Your Home Country** on **Your** return **Journey** to board the **Public Transport** on which **You** are booked to travel to **Your Home Country**;

Due To:

1. the car **You** are travelling in breaking down or being involved in an accident; or
2. the **Public Transport** **You** are travelling in failing to deliver **You** to **Your** final point of international departure on schedule.

Special Conditions

1. **You** **MUST** provide **Us** with
 - A. original written:
 - I. evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
 - II. details from the operators of the **Public Transport** used for travel of the length of, and reason for, the delay;
 - B. evidence of all the extra costs incurred.
2. There is an increased excess of £250 in respect of any claim **Due To** inclement weather at Lukla Airport in Nepal.

What is not covered

1. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Journey**.
2. Any **Claim Due To Your** not allowing sufficient time for the **Journey**.
3. for a missed departure caused by strike or industrial action that could be reasonably expected when the **Journey** was booked.
4. the **Excess**.

SECTION 12. HOSPITAL BENEFIT

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If **You** are admitted to hospital as an in-patient during a **Journey Due To** injury or illness for which **You** have a valid **Claim** under the Medical and Additional Expenses Section of this Policy, **We** will pay the benefit amount stated in the Policy Schedule for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Policy Schedule.

What is not covered

We will not pay for time **You** spend in an institution not recognised as a hospital in the country of treatment.

SECTION 13. ADDITIONAL PET CARE FEES

Cover under this Section only applies to **Journeys Abroad**.

What is covered

If **You** are injured or become ill during a **Journey Abroad**, and are:

1. delayed from returning to **Your Home Country** as a direct result of **You** being admitted as a hospital in-patient; and/or
 2. brought back to a hospital in **Your Home Country** by **ACE Assistance** and directly admitted as an in-patient;
- and have a valid **Claim** for Medical Expenses and/or Emergency Repatriation Expenses under the Medical And Additional Expenses Section of this Policy, **We** will reimburse any additional Pet Care Fees incurred by **You** or on **Your** behalf, up to the amount stated in the Policy schedule.

What is not covered

Any **Claim Due To Your** being admitted as an in-patient in an institution not recognised as a hospital in the country of treatment.

SECTION 14. CATASTROPHE

Cover under this Section only applies to **Journeys Abroad**.

What is covered

We will pay up to the amount stated in the Policy Schedule for reasonable additional travel expenses and the costs of renting similar accommodation (room only) if **You** cannot live in **Your** booked **Journey** accommodation **Abroad** because of a fire, flood, earthquake, storm, lightning, explosion or hurricane.

Special Conditions

You Must:

1. provide **Us** with a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
2. not have known about any event that results in a **Claim** before leaving **Your** international departure point; and
3. provide **Us** with evidence of all the extra costs incurred.

What is not covered

1. Any **Claim Due To**
 - A. **Your** travelling against the advice of the appropriate national or local authority.
 - B. prohibitive regulations by the government of any country.
2. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Journey**.
3. Any expenses that:
 - A. **You** can recover from any tour operator, airline, hotel or other service provider;
 - B. **You** would normally have to pay during **Your Journey**.
4. The **Excess**.

SECTION 15. HIJACK

What is covered

If **You** are held hostage by **Hijackers** whilst travelling to or from a **Journey**, **We** will pay the amount stated in the Policy Schedule for each full 24 hours **You** are held hostage up to the maximum benefit stated in the Policy Schedule for each **Journey**.

Special Conditions

You **MUST** provide **Us** with written details from the airline or other transport operators describing the length of the hijacking.

The Following Extension Applies Only If The Policy Schedule Shows That You Have Bought Optional Sports and Leisure Activities Extension 3. Alpine & Ski.

WINTER SPORTS EXTENSION

What is covered

We will pay for:

1. Winter sports equipment hire.
up to the amount stated in the Policy Schedule for each full 24 hour period that **You** need to hire replacement winter sports equipment if **Your** winter sports equipment is:
 - A. lost or broken in an accident; or
 - B. lost or misplaced by an airline or other carrier on the outbound **Journey** from **Your Home Country** and delayed for at least 12 hours after **You** arrive at **Your** destination.
2. Unused ski pass ski hire or tuition fees
Up to the amount stated in the Policy Schedule for each full 24 hour period, to cover the value of **Your** unused ski pass, ski hire and/or tuition fees which **You** cannot recover following:
 - A. **Your** injury or illness;
 - B. loss or theft of **Your** ski pass.
3. Lack of snow
The amount stated in the Policy Schedule for each full 24 hour period that **You** are unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available;
Special Condition
This cover applies only to **Journeys** to a destination in:
 - A. to the Northern Hemisphere between October 1st and April 30th the following year (both dates inclusive) .
 - B. to the Southern Hemisphere between June 1st and October 31st (both dates inclusive).
4. Avalanche
Up to the amount stated in the Policy Schedule for additional and necessary travel and accommodation costs if **Your** outbound or return **Journey** is delayed by an avalanche for more than 12 hours from the scheduled departure time on **Your** travel ticket.

Conditions

1. A. Loss, theft or damage to winter sports equipment in the custody of an airline or other carrier **MUST** be reported in writing to the airline or other carrier within 24 hours of discovery and **We MUST** be provided with a copy of the original written airline or carrier report.
B. Loss or theft of winter sports equipment in all other circumstances and loss or theft of **Your** ski pass, **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) as soon as possible after discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
2. **You MUST** provide **Us** with a medical certificate issued by a **Doctor** when submitting a claim for unused ski pass, ski hire hire and/or tuition fees, as a result of **Your** injury or illness.

What is not covered

1. Delay, detention, seizure or confiscation by customs or other officials.
2. Any **Claim** for benefit under Avalanche cover if **We** pay a **Claim** under the Travel Delay or Catastrophe Sections of this Policy for the same event.

The Following Extension Applies Only If The Policy Schedule Shows That You Have Bought Cover under the Professional Extension.

PROFESSIONAL EXTENSION

What is covered

Cover under all Sections of this Policy, other than Section 9 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.

The Following Extension Applies Only If The Policy Schedule Shows That You Have Bought Cover under the Costs & Expenses Extension.

COSTS & EXPENSES EXTENSION

What is covered

In the event of, after departure from **Your Home Country** on a **Journey**;

1. **You** or **Your Travelling Companion**;
A. dying; or
B. being seriously injured; or
C. suffering sudden illness; or
D. being injured to such an extent that **You** or **Your Travelling Companion** are unable to safely participate in a Sport or Activity for which **You** or they are covered under a **BMC** Travel insurance Policy under an Optional Sports and Leisure Activities Extension, participation in which was the primary purpose of the **Journey**;
2. **You** or **Your Travelling Companion's Immediate Family Member** or **Close Business Colleague**;
A. dying; or
B. being seriously injured; or
C. suffering sudden and serious illness;

Then, up to the maximum amount shown in the Schedule of Cover, **We** shall pay either;

1. a pro-rata portion of **Your** unused, prepaid tour, accommodation, flight, and/or tuition/training course costs & expenses, up to the amount stated in the Policy Schedule to cover the portion of those tour costs and/or tuition costs/fees that **You** cannot use, and cannot recover from any other source; or
2. any reasonable and necessary additional travel and accommodation costs & expenses.

Special Conditions

All claims under this extension must be verified as medically necessary by the treating **Doctor**.

What is not covered

1. Any claim for additional expenses where **You** are also claiming for unused expenses.
2. Anything excluded under Section 1 Cancellation – **What is not covered**.

GENERAL CONDITIONS

(Conditions that apply to the whole Policy)

Contract

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

Legal Interpretation & Language

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **We** agree that:

1. this Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

Third Party Rights

You and **We** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Observing Policy Terms & Conditions

We will not be liable to make any payment under this Policy if a **You** or **Your** personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.

Changing Your Policy

1. If **You** want to change **Your** Policy
If **You** want to change **Your** Policy or if **Your** insurance needs or any of the information **You** have given **Us** changes **You** must telephone (and confirm in writing if **We** request **You** to do so), e-mail or write to:

British Mountaineering Council,
177 - 179 Burton Road,
West Didsbury,
Manchester M20 2BB
Tel: +44 (0)161 445 6111
E-mail: insure@thebmc.co.uk

We will update the Policy and issue a new Policy Schedule each time a change is agreed.

2. If **We** want to Change **Your** Policy
We reserve the right to make changes or add to these Policy terms; for legal or regulatory reasons; and/or to reflect new industry guidance and codes of practice. **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with, or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Policy Schedule issued to record the change in cover becomes effective.

Cancelling Your Policy

If **You** want to cancel **Your** Policy

1. 14 day cancellation option
If, for any reason, **You** are not satisfied with this Policy, and **You** have not taken or booked a **Journey** protected by the cover provided, **You** may, within 14 days of **Your** receipt of full Policy documentation, telephone the **BMC** +44 (0)161 445 6111 or email: insure@thebmc.co.uk and **We** will cancel it. If this happens the Policy will have provided no cover and **We** will refund any premiums **You** have paid.
2. Cancellation after 14 days
If **You** want to cancel **Your** Policy **You** must telephone (and confirm in writing if **We** request **You** to do so), e-mail or write to the **BMC**. **We** will cancel it from the date **Your** instructions are received or any later date **You** give **Us**. **We** reserve the right to charge **You** a premium proportionate to the cover that has been in force up to the date of **Your** cancellation, and a reasonable administration charge for any costs incurred.

There is no premium refund available if **Your Journey** has already commenced (or after **Your** first **Journey** has commenced if **You** have purchased a Multi-Trip Policy).

Contact details are:

British Mountaineering Council,
177 - 179 Burton Road,
West Didsbury,
Manchester
M20 2BB
Tel: +44 (0)161 445 6111
E-mail: insure@thebmc.co.uk

If We Want to Cancel Your Policy

If **We** no longer wish to offer this Policy and need to cancel **Your** Policy **We** will write to **You** at the current address **We** have for **You**. **We** will then cancel the Policy 30 days after the date of **Our** letter. If **We** cancel the Policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a **Claim** under the Policy during the current **Period of Insurance**.

Other Taxes or Costs

ACE are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

Complaints procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact the **BMC** or **ACE** immediately, quoting **Your** Policy details, so that **Your** complaint can be dealt with as soon as possible.

If **You** have a complaint about the sale of **Your** Policy or the Customer Service **You** have received please contact:

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

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

If **You** have a complaint in relation to **Claims** please contact:

BMC Travel Insurance Claims
308-314 London Road
Hadleigh
Essex
SS7 2DD

Tel: +44 (0) 1293 726434
Email: info@csal.co.uk

The existence of this complaints procedures does not reduce **Your** statutory rights relating to this Policy. For further information about **Your** statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

Financial Ombudsman Service

We are a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if **You** are not satisfied following receipt of **Our** final response. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone 0845 606 1234
Fax 0207 964 1001
www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the unlikely event of **Our** being unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St. Botolph Street
London
EC3A 7QU

Phone; 0800 678 1100
Fax: 020 7741 4101

Data Protection Statement

PLEASE READ this notice as it explains the purposes for which **We** will use the personal and sensitive personal data (information) that **We** hold.

We accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of information given to **Us**.

Where **You** have provided information about another person in connection with the purchase and performance of this insurance Policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **Us**.

We will use the information **You** have provided for;

- handling claims
- providing assistance services

The **BMC** will use the information **You** have provided for:

- administration and customer services in connection with this Travel Insurance Policy.

We will use the information **You** have provided only for purposes related to **Your** Policy within the terms of the data protection acts, 'legal data processing conditions'. The **BMC** may separately give **You** its own Data Protection Notice or Statement and hold personal data separately from that provided by **You** in connection with this policy.

We may transfer **Your** personal information to a country located outside of the EEA for the purposes outlined above. If **We** transfer **Your** information outside the EEA **We** will either obtain **Your** prior consent or take steps to ensure that **Your** privacy rights continue to be protected in accordance with the requirements of the Data Protection Act.

We may disclose information to **Our** service providers and agents for these purposes. The information **You** have provided may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

In the event that a **Person Insured** makes an injury or illness related **Claim**, **We** may need to obtain further Sensitive Personal information such as medical history in order to assess the **Claim**. The **Claim** form will explain in more detail how this Sensitive Personal data is handled.

If a **Person Insured** asks **We** will provide details of the information **We** hold in accordance with the applicable law.

Any information which is found to be incorrect will be corrected promptly. **We** may monitor and/or record **Your** communication with **Us** either **Ourselves** or by reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **Persons Insured** only for so long as it is appropriate.

Our contact details are:

ACE Customer Service
ACE Travel Insurance
PO BOX 1018
Ashdown House
125 High Street
Crawley
West Sussex
RH10 1DQ

Tel: +44 (0) 1293 726225
E-mail: acetraveluk@acegroup.com

GENERAL DEFINITIONS

The words and phrases below have the following meanings wherever they appear in bold type and starting with a capital letter in this Policy Document and the Policy Schedule:

Abroad

Outside **Your Home Country**.

Accident

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.

ACE

ACE European Group Limited.

ACE Assistance

The Medical Assistance and Referral Services and Personal Assistance services arranged by **ACE**.

Any One Claim

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

BMC

The British Mountaineering Council.

Child, Children

Your offspring and the offspring of **Your Partner**, extending to include a step Child or Children and fostered or adopted Child or Children, each of whom must normally live with **You**, be:

1. under 18 years old on the date **You** purchase cover; and
2. dependent on **You** or **Your Partner** and
3. not be married or living with a **Partner**.

Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

Close Business Colleague

Someone who **You** work with in **Your Home Country** and who has to be in work in order for **You** to be able to go on or continue a **Journey**.

Curtail, Curtailed, Curtailment

Cut short/cutting short **Your Journey**.

Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** making the **Claim** unless approved by **Us**.

Due To

Directly or indirectly caused by, arising or resulting from, in connection with.

Europe

The **United Kingdom**, Andorra, Austria, Belarus, Belgium, Bosnia- Herzegovina, Bulgaria, Canary Islands, Channel Islands Croatia, Czech Republic, Denmark, Eire, 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, 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, the Caribbean, Nepal, and the Polar Regions, as appropriate).

Excess

The first amount stated in the Policy Schedule of any **Claim** which each **Person Insured** must pay.

Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which a **Person Insured** is travelling as a passenger.

Hijackers

The perpetrators of a **Hijack**.

Home

The address where **You** live in **Your Home Country**.

Home Country

Either

1. **United Kingdom** – for **Persons Insured** that are resident in the **United Kingdom**; or
2. Jersey - for **Persons Insured** that are resident in Jersey.

Immediate Family Member

Your Partner or fiancé(e) or the grandchild, **Child**, brother, sister, parent, grandparent, grandchild, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **Your Home Country**, and not **Persons Insured**.

Journey, Journeys

Trip(s) beginning and ending in **Your Home Country** that are either devoted entirely to pleasure, rest, or relaxation, or to take part in sports or leisure activities for which **You** have purchased cover under one of the Optional Sports and Leisure Activities Extensions, or otherwise declared to and agreed by **Us** in writing.

Legal Expenses

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused **You** accidental bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
2. costs for which **You** are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

Legal Representative(s)

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on **Your** behalf.

Loss of Limb

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

Loss of Sight

1. In both eyes when **Your** name has been added

- to the register of Blind Persons on the authority of a qualified ophthalmic specialist;
2. In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means **You** are only able to see at 3 feet that which **You** should normally be able to see at 60 feet) and **We** are in no doubt that the condition is permanent and without expectation of recovery.

Maximum Duration Any One Journey Abroad

The maximum continuous duration of any single **Journey Abroad** (regardless of whether it occurs within one, or more than one **Period of Insurance**).

MCofS

Mountaineering Council of Scotland.

MI

Mountaineering Ireland.

Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre paid entry tickets and debit, credit, payment, pre-payment and/or charge cards.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner

Your spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

Period of Insurance

- Multi Trip: Period of cover between and inclusive of the dates shown as Effective From: and To: on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.
- Single Trip: Period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending either when **You** arrive **Home** or at the end of the trip duration shown on **Your** Policy Schedule, whichever is sooner.

Permanent Total Disability

A disability which has lasted for at least 12 months from which **We** believe **You** will never recover and which prevents **You** from carrying out any gainful occupation for which **You** are fitted by way of training, education or experience.

Personal Property

1. Any suitcase, trunk, rucksack or container of a similar kind and its contents;
2. **Valuables**;
3. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which **You** are legally responsible.

Person Insured, Persons Insured

You, and **Your Partner** and **Children** if they are shown as insured on the Policy Schedule.

Public Transport

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

Repair and Replacement Costs

The cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical or unsafe to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

Total Number of Days Abroad

The total number of days spent **Abroad** by a **Person Insured** during any one **Period of Insurance**.

Travelling Companion(s)

Someone **You** have arranged to go on **Journey** with and who it would be unreasonable to expect **You** to travel or continue **Your Journey** without.

Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Valuables

Cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

War

Armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

We/Us/Our/Ourselves

ACE.

You; Your; Yourself

The **Person Insured** shown in the Policy Schedule.



ACE European Group Limited

200 Broomielaw
Glasgow G1 4RU

Registered in England and Wales
Number 1112892

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ACE Building
100 Leadenhall Street
London EC3A 3BP
www.aceeurope.com

ACE European Group Limited,
whose main business is general
insurance is authorised and
regulated by the Financial
Services Authority, registration
number FRN202803. Full details
can be found on the FSA's
Register by visiting
www.fsa.gov.uk/register
or by contacting the FSA on
0845 606 1234.