

## TRAVEL INSURANCE INCLUDING MEDICAL EMERGENCY & REPATRIATION



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In the absence of any agreement in writing to the contrary this Certificate will be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to this Certificate will be subject to the jurisdiction of the courts of England and Wales.

The certificate wording, including any endorsement issued by **us**, constitutes a contract between **you** and **us** and is made up of the certificate schedule and this certificate document, which together forms the contract of insurance, and is based upon the information that **you** provided during **your** application.

### PERIOD OF INSURANCE

For single **trip** policies, the cover under Section 1 - Cancellation, commences as soon as the **trip** has been booked and the premium has been paid, but for annual multi-**trip** policies, the cover under Section 1 - Cancellation, commences from the start date shown on **your** certificate schedule or at the time **you** book the **trip**, whichever is the later. The remaining covers apply for the duration of the booked **trip** (or earlier return to the **United Kingdom**). It also includes the period of travel from **home** directly to the departure point and back **home** directly afterwards but not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

### 'COOLING OFF PERIOD'

If, having examined **your** certificate wording, **you** decide the insurance does not meet **your** needs **you** can cancel the insurance within 14 days from the date **you** receive the certificate wording and **we** will refund the premium provided **you** have not taken a **trip** to which the insurance applies, and **you** have not made a claim.

### IMPORTANT EXCLUSION – NO COVER FOR PRE-EXISTING MEDICAL CONDITIONS

This certificate does not provide cover for any claims arising directly or indirectly from any **pre-existing medical conditions (as defined)** this restriction applies both to **you**, **your** travelling companions or any person upon whose health the **trip** may depend.

**You** are not covered by this certificate if at the time of taking out this insurance **you** or anyone to be insured by the certificate has:

- 1) Ever been treated for a heart related problem (including angina and high blood pressure), which has involved surgery or treatment with any kind of medication
- 2) Ever suffered a stroke or required treatment for a circulatory condition which has involved surgery or treatment with any kind of medication
- 3) Ever suffered from a malignant condition or any type of cancer
- 4) Been diagnosed with a terminal illness
- 5) Ever been treated for any breathing problem
- 6) Currently taking any form of medication
- 7) Received any form of treatment or undergone any medical consultation or investigation or been under the care of a specialist consultant within the last 12 months for any medical condition
- 8) Ever been diagnosed as suffering from any **psychiatric condition** or psychological or psychiatric disorder, including but not limited to anxiety, stress or depression

### IN AN EMERGENCY

**You** should first check that the circumstances are covered by **your** certificate. Having done this please contact the appropriate 24-hour telephone number shown above. Give **your** name, insurance details, reference number and as much information as possible. Please provide a telephone, fax or telex number, or email address where **we** can contact **you** or leave messages at any time of the day or night.

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

### HOW TO MAKE A CLAIM

- 1) If **you** need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below within 28 days of **your** return, quoting MyTravelVisa (MTV) and which section of the certificate **you** are claiming under.  
**Specialty Assist, 5 – 11 Lavington Street, London SE1 0NZ.**  
**Telephone: 020 7902 7407 Please quote scheme name MTV (Calls may be monitored or recorded for quality purposes)**
- 2) Then return **your** completed claim form to the claims service together with **your** original certificate and certificate schedule, confirmation of booking, all original receipts and police reports (which must be obtained within 48 hours of discovery in the event of loss, burglary or theft of **money, valuables** or any items of **personal baggage**) and any other evidence requested on the claim form.

### 24 HOUR MEDICAL EMERGENCY SERVICE - SPECIALTY ASSIST

**FAILURE TO CONTACT SPECIALTY ASSIST MAY RESULT IN A CLAIM BEING INVALID**

**TELEPHONE: +44 (0) 20 7902 7407**

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

### TRAVELLING WHEN PREGNANT

Pregnancy is not a medical condition, so **you** are able to travel until **you** are quite late into **your** pregnancy. Airlines and ferry/shipping companies including cruise liners have their own restrictions due to health and safety requirements. **You** should check with them or any other mode of transport **you** propose to take before **you** book.

Please make sure that **your medical practitioner** and midwife are aware of **your** travel plans, that there are no known complications and that **you** are not travelling against any medical advice. **We** have the right to request a medical certificate to confirm this.

### By Air

After 28 weeks most airlines will require a letter from **your medical practitioner** and midwife confirming **your** estimated date of delivery and stating that there are no complications. **You** may travel, but **your** travel must be completed by 36 weeks and 6 days for single uncomplicated pregnancies and 32 weeks and 6 days for multiple uncomplicated pregnancies.

## By Sea

Ferry companies and cruise liners have their own restrictions and may refuse heavily pregnant women beyond 32 weeks.

## By Car, Coach and Train

There are no known restrictions. Please make sure **your medical practitioner** and midwife are aware of **your** travel plans and that there are no known complications.

## RECIPROCAL HEALTH AGREEMENTS

**You** may be entitled to medical treatment, which becomes necessary when temporarily visiting countries in the European Union (EU), Iceland, Liechtenstein, Norway or Switzerland, free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

**You** can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 (19 if they are in full time education) at the same time as applying for **your** own. Application forms are available from **your** local post office or by calling 0845606 2030. **You** will need to have the following information for everyone **you** are applying for:

- Name and date of birth
- NHS or national insurance (NI) number

Also if **you** purchased a worldwide single **trip** or multi-**trip** certificate and if **you** are travelling to Australasia there are reciprocal medical treatment arrangements for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at a minimal cost. Should **you** be admitted to hospital then immediate contact must be made with the **medical emergency service** and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

## DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## IMPORTANT NOTICE

**Your** attention is drawn to important features of **your** travel insurance certificate including:

- **INSURANCE CERTIFICATE:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.
- **You** must read the insurance certificate carefully.
- **CONDITIONS, EXCLUSIONS AND WARRANTIES:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole certificate.
- **DATE CHANGE EXCLUSION:** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date related information in order to work properly. Certain sections of **your** certificate (refer to General Exclusions item 20) excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence and may result in **your** claim not being paid.
- **HEALTH:** The certificate contains conditions relating to the health of the people travelling and others upon whose well-being the **trip** may depend. It may be that **you** are required to disclose the condition of such people prior to cover being issued and **you** must be aware that failure to disclose such matters will prejudice **your** position. A telephone based medical screening service is available. Please do use this service to ensure **you** are fully protected.

- **PROPERTY CLAIMS:** These are settled on an indemnity basis and not on a "new for old" or replacement cost basis, unless otherwise stated in the certificate.

- **CERTIFICATE LIMITS:** Most sections of the certificate have limits on the amount the insurer will pay under that section. Some sections also include inner limits e.g: for one item, or for **valuables** in total.

- **CERTIFICATE EXCESSES:** Claims under most sections of the certificate will be subject to an excess. Where there is an excess **you** will be responsible for paying the first part of a claim.

- **REASONABLE CARE:** **You** are required to take all reasonable care to protect **you** and **your** property and to act as though **you** are not insured.

- **COMPLAINTS:** The insurance certificate includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint.

- **'COOLING OFF' PERIOD:** If, having examined **your** certificate wording **you** decide the insurance does not meet **your** needs **you** can cancel the insurance within 14 days from the date **you** receive the certificate wording, and **we** will refund the premium provided **you** have not taken a **trip** to which the insurance applies and **you** have not made a claim.

- **SPORTS AND ACTIVITIES:** The certificate will not cover **you** when **you** take part in certain sports or activities. Please refer to the Sports and Activities list at the back of the certificate.

- **GOVERNING LAW:** **Your** certificate is governed by the laws of England and Wales.

The certificate applies to all persons named on the certificate schedule who are eligible to be insured and for whom the premium has been paid. **You** must be resident in the **United Kingdom**.

## GEOGRAPHICAL LIMITS

**Area 1 :** Europe, including Schengen region (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovak Republic, Slovenia, Spain, Sweden, Switzerland) and in the continent of Europe west of the Ural mountains including the Republic of Ireland, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, and covers **Trips** within the **United Kingdom**

**Area 2:** Worldwide Excluding USA, Canada & the Caribbean.

**Area 3:** Worldwide Including USA, Canada & the Caribbean.

## IMPORTANT NOTES

- 1) This certificate is only available to persons resident in the **United Kingdom**.
- 2) As a condition precedent to this contract, this certificate is only available to persons registered with a **United Kingdom** doctor.
- 3) This certificate is only valid for **Trips** commencing in and returning to the **United Kingdom**.
- 4) For single **trip** policies the cover under Section 1 – Cancellation commences as soon as the trip booking is made and the premium has been paid. For annual multi-trip policies, the cover under Section 1 – Cancellation commences from the start date shown on **your** certificate schedule or at the time **you** booked the **trip**, whichever is the later. **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the certificate being received or before **you** travel (whichever is sooner), if it does not meet **Your** requirements - see 'Cooling Off Period' above.
- 5) Cover is only available for the whole duration of the booked **trip**. Cover cannot be effected once a **trip** has commenced.
- 6) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident as do the sums insured under each section.

- 7) If **your money, valuables** or any items of **personal baggage**, are lost or stolen **you** must notify the local police within 48 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 8) Winter sports is only available to persons under the age of 65 years (at the date of issue).
- 9) Please refer to the Schedule of Cover (on **your** insurance certificate). This will show the level of cover **you** have purchased and stated on **your** certificate schedule.
- 10) For single **trip** insurance, this certificate is not valid for **trips** exceeding 31 days.
- 11) Winter sports **trips** are covered if the required additional premium has been paid.
- 12) For single **trip** insurance, this certificate is only available to persons up to and including the age of 75 years (at the date of issue).
- 13) For annual multi-**trip** insurance the outward and return journey must take place during the start and end date shown on the certificate schedule.
- 14) For annual multi-**trip** insurance, the total duration of any one **trip** is limited to a maximum of 31 days (winter sports limited to 17 days per certificate year) or as otherwise shown on the certificate schedule and any **trip** exceeding this duration will not be covered in whole or in part.
- 15) For annual multi-**trip** insurance, this certificate is only available to persons up to and including the age of 70 years (at the date of issue).
- 16) Family cover applies to **you** and **your** husband/wife or **Common Law Partner/Civil Partner** plus up to four unmarried dependent children of either of **you**, under the age of 18 years in full time education, all permanently residing with **you**. Adults and children travelling under this certificate may travel independently.
- 17) This certificate is not valid for **trips** taken within the **United Kingdom** unless pre- booked for a period for three nights or more in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee and an invoice, bill, receipt or voucher can be produced, subject to the limitations shown in **your** schedule.

## DEFINITIONS

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

**Business Equipment** – Business goods or samples, presentation materials, packaging/cases and technical materials/equipment directly associated with **your** trade or profession and computer equipment.

**Close Business Associate** – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

**Common Law Partner/Civil Partner** – the person living with the insured person as a husband or wife, including same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

**Curtail/Curtailed/Curtailment** – Return early to **home** in the **United Kingdom** or the period **you** are hospitalised as an inpatient abroad.

**Home** – **Your** residential address in the **United Kingdom**.

**Immediate Relative** – Mother, father, sister, brother, wife, husband, **common law partner/civil partner**, son, daughter (including fostered), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

**Loss of Limb** – Physical, permanent and total loss of use at or above the wrist or ankle.

**Loss of Sight** – The complete and permanent loss of sight in at least one eye.

**Medical Emergency Service** (24 hour assistance) – Specialty Assist.

**Medical Practitioner** – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

**Money** – Cash, postal and money orders, travel tickets, lift passes (in respect of winter sports **trips** where the appropriate premium has been paid), passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

**Personal Accident** – Accidental bodily injury caused solely and directly by outward violent and visible means.

**Personal Baggage** – **Your** suitcases (or similar luggage carriers) and their contents usually taken on a **trip**, together with articles worn or carried by **you** for **your** individual use during **your trip**.

**Permanent Total Disablement** – Disablement as a result of which **you** are unable to carry on or perform any business or occupation, and which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

**Pre-Existing Medical Condition** – any disease, illness or injury for which:

- **You** have received medication, advice or treatment; or
- **You** have experienced symptoms whether the condition has been diagnosed or not.

**Psychiatric Disorder** – a mental or addictive condition, including, but not limited to, alcoholism, drug addiction or eating disorders.

**Public Transport** – The following fare paying regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

**Redundancy** – The act of declaring redundant a person, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

**Resident** – A person who has a registered mailing address in the **United Kingdom** and who is also registered with a **United Kingdom** doctor.

**Ski Equipment** – Skis (including bindings), ski boots, ski poles and snowboards.

**Ski Pack** – Pre-booked lift passes, hired skis and boots and ski school fees.

**Unattended** – where **you** are not in full view of or in a position to prevent unauthorised taking of **your** property unless it is in a locked room or safe.

**Trip(s)** – A journey commencing and ending during **your** period of cover, as stated on **your** travel insurance schedule.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and Channel Islands. (Please note that certain special provisions are included for travel to and from the Channel Islands, as detailed within this certificate).

**Valuables** – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi-precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/digital/optical/audio/video media, iPods, iPod Touch/MP3/4 players or similar and/or accessories, eBook readers, telescopes and binoculars.

**We/Us/Our** – Sirius International Insurance Corporation (publ.)

**You/Your/Yourself** – Each insured person resident in the **United Kingdom** and registered with a **United Kingdom** doctor.

## SECTION 1 – CANCELLATION

### YOU ARE COVERED FOR

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) if **your** travel and accommodation arrangements are cancelled before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes for winter sports **trips** where the appropriate premium has been paid), which have not been used and which **you** have paid for or contracted to pay for, providing the

cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your trip** as arranged) due to:

- 1) The death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of (a) **you**, (b) any person **you** are intending to travel or stay with, (c) an **immediate relative** of **yours** or of any person **you** are intending to travel with or (d) a **close business associate** of **yours**;
- 2) **You** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
- 3) **Your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this certificate was issued;
- 4) **Your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your trip**, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
- 5) **Your** passport, or the passport of any person **you** are intending to travel with being stolen during the seven days before **your** departure date.

#### **YOU ARE NOT COVERED FOR**

- 1) The excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess will apply to each and every incident per each insured person involved in the incident (as shown in the Schedule of Cover for loss of deposit claims only);
- 2) Claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
- 3) Claims arising from pregnancy where, at the point of checking in for or boarding **your flight you** fail to provide the airline with a letter from **your medical practitioner** or midwife confirming the estimated date of delivery, that there are no complications and **you** are fit to fly;
- 4) Anything caused directly or indirectly by:
  - a) Any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
  - b) Prohibitive regulations by the Government of any country;
- 5) Claims where a theft of passport has not been reported to the necessary authorities, including but not limited to, the Police and UK Passport Service (UKPS);
- 6) Claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline);
- 7) **You** undertaking a **trip** when travelling by air or sea if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Loss of Avios points, Loyalty card vouchers or points or unused Timeshare points;
- 9) The loss of any visas required in connection with **your trip**;
- 10) Anything mentioned in the General Exclusions.

#### **SECTION 2 – CURTAILMENT**

Curtailment is only applicable if **you** return to the **United Kingdom** earlier than planned.

This section includes the services of the **medical emergency service** who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

#### **YOU ARE COVERED FOR**

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate):

- 1) The value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes, which do not have to be paid for before **your** departure from the **United Kingdom**, in respect of winter sports **trips** where the appropriate premium has been paid), if **you**, and where appropriate a companion covered by this certificate, have to curtail **your trip** and return to **your home** earlier than planned due to:
  - a) The death, severe injury or serious illness of:
    - i) **You** or any person **you** are travelling with;
    - ii) An **immediate relative** of **yours resident** in the **United Kingdom**;
    - iii) A **close business associate** of **yours resident** in the **United Kingdom**.
  - b) **Your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business;
  - c) **You** being unable to continue **your trip** as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of any person **you** are travelling with.

These proportionate value of costs will be calculated from the date of return to the **United Kingdom**.

- 2) Reasonable additional travelling expenses incurred by **you** for returning to the **United Kingdom** (Economy Class) earlier than planned for a reason stated in benefit 1) of this section.

#### **YOU ARE NOT COVERED FOR**

- 1) The excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess will apply to each and every incident per each insured person involved in the incident;
- 2) Claims that are not confirmed as medically necessary by the **Medical Emergency Service** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to curtail the **trip**;
- 3) Additional travelling expenses incurred which are not authorised either by **us** or the **medical emergency service**;
- 4) Claims where a theft of passport has not been reported to the necessary authorities, and a written report obtained;
- 5) The cost of **your** original return **trip** if this has already been paid and **you** need to curtail **your trip**;
- 6) The cost of any visas required in connection with **your trip**;
- 7) **You** undertaking a **trip** when travelling by air or sea if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 8) Loss of Avios points, Loyalty card vouchers or points or unused Timeshare points
- 9) Anything mentioned in the General Exclusions.

NOTE – The **medical emergency service** only assists early return **home** for medical reasons, not for the other reasons listed under this section of the certificate.

#### **SECTION 3 – MISSED DEPARTURE**

This section does not apply to **trips** within the **United Kingdom** (except for **trips** to the Channel Islands).

#### **YOU ARE COVERED FOR**

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for necessary accommodation and travelling expenses

(not including food, drink and telephone expenses) incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident or **you** being delayed as a result of a major accident on a motorway, or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked **trip** from or to the **United Kingdom**.

#### **YOU ARE NOT COVERED**

- 1) If sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) If **you** are not proceeding directly to the departure point;
- 3) Unless **you** get a letter from the **public transport** provider confirming that the service did not run on time;
- 4) Unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) Unless **you** obtain confirmation from the police or motoring authorities (e.g. Highways Agency) to confirm a major accident on a motorway causing delays or closure on the motorway;
- 6) For any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** certificate and the date **your** travel tickets or confirmation of booking were issued;
- 7) For anything mentioned in the General Exclusions.

#### **SECTION 4 – TRAVEL DELAY**

This section does not apply to **trips** within the **United Kingdom** (except for **Trips** to the Channel Islands).

#### **YOU ARE COVERED FOR**

- 1) Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for the first full 12 hours **you** are delayed and for each full 12 hours **you** are delayed after that, up to a maximum shown in the Schedule of Cover (regardless of the number of incidents of delay); or
- 2) Up to the amount under the cancellation section of this certificate shown in the Schedule of Cover (less the excess as shown in the Schedule of Cover) if **you** abandon the **trip** (on the outward journey only) after the first full 12 hours, if **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:
  - a) Strike or industrial action (provided that when this certificate was taken out, there was no reasonable expectation that the **trip** would be affected by such cause);
  - b) Adverse weather conditions
  - c) Mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

#### **YOU ARE NOT COVERED**

- 1) For the excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess applies to each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the **trip**);
- 2) If **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- 3) If **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- 4) For any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;
- 5) or anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from the **United Kingdom**.

#### **SECTION 5 – PERSONAL ACCIDENT YOU ARE COVERED FOR**

The amount shown in the Schedule of Cover (on **your** insurance certificate) which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your trip** which, at the end of 12 months after the date of that accident, is the sole cause of **your** consequent death or disability.

NOTE – If **you** are aged under 16 or over 70 at the time of the accident the death benefit will be limited to funeral and other expenses up to £2,000 and the **permanent total disablement** benefit will not apply.

#### **YOU ARE NOT COVERED FOR**

Any claims for death, loss or disablement caused directly or indirectly by:

- 1) A disease or any physical defect or illness;
- 2) An injury which existed prior to the commencement of the **trip**;
- 3) Pregnancy;
- 4) Any claims under this section not notified to **us** within 12 months of the date of the accident;
- 5) Anything mentioned in the General Exclusions.

#### **SECTION 6 – MEDICAL EMERGENCY EXPENSES**

(Not private health insurance)

This section applies to **trips**:

- a) Outside the **United Kingdom**;
- b) By a Channel Islands **resident** to other parts of the **United Kingdom**;
- c) By **United Kingdom residents** to the Channel Islands.

Cover does not apply otherwise to **trips** within the **United Kingdom**. Before a claim for emergency expenses can be submitted under this section, **you** must contact the **medical emergency service**. Please refer to the definitions section of this certificate.

If during **your trip** **you** become ill or are injured

#### **YOU ARE COVERED**

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for costs incurred outside the **United Kingdom**:

- 1) For emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £350;
- 2) For reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- 3) In the event of death:
  - a) For conveyance of the body or ashes to the **United Kingdom** (the cost of burial or cremation is not included), or,
  - b) Local funeral expenses abroad limited to £1,500;

NOTE – All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the treating **medical practitioner** agree that **you** can safely travel **home**. If **you** refuse to return **home**, **we** have the right to stop cover. If the treating **medical practitioner** does not agree **you** can safely travel **home** he/she must produce medical evidence.

#### **YOU ARE NOT COVERED**

- 1) For the excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess applies to each and every incident per each insured person involved in the incident;
- 2) For any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;

- 3) For any expenses incurred for illness, injury or treatment required as a result of:
  - a) Surgery or medical treatment which in the opinion of the attending **medical practitioner** and the **medical emergency service** can be reasonably delayed until **you** return to the **United Kingdom**;
  - b) Medication and/or treatment which at the time of departure is known to be required or to be continued outside the **United Kingdom**;
- 4) For preventative treatment which can be delayed until **you** return to the **United Kingdom**;
- 5) If **you** have not obtained a written certificate of fitness and ability to travel and where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your trip**;
- 6) For any claim where at the departure date, **you** or **your** travelling companion are travelling against the advice of a **medical practitioner** or travelling for the purposes of obtaining medical treatment;
- 7) For claims that are not confirmed as medically necessary by the attending **medical practitioner** or the **medical emergency service**;
- 8) For the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 9) For any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 10) For treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 11) For expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 12) For taxi fares not considered medically necessary, and where receipts have not been provided;
- 13) For the cost of telephone calls other than the first call to tell **us** about the medical problem;
- 14) For costs that arise over 12 months after a claim was first notified;
- 15) For costs where receipts are not produced;
- 16) For **you** undertaking a **trip** when travelling by air or sea if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 17) For any medical test **you** have planned or expect to have;
- 18) For any treatment or medication that **you** receive after **your** return to the **United Kingdom**;
- 19) For anything stated in the General Exclusions.

#### **SECTION 7 – MEDICAL INCONVENIENCE BENEFIT**

This section applies to **trips**:

- a) Outside the **United Kingdom**;
  - b) By a Channel Islands **resident** to other parts of the **United Kingdom**;
  - c) By other **United Kingdom residents** to the Channel Islands.
- Cover does not apply otherwise to **trips** within the **United Kingdom**. This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are an in-patient (including taxi fares and telephone calls). It does not provide compensation for loss of holiday enjoyment.
- This is in addition to any medical expenses incurred under Section 6 – Medical Emergency Expenses.

#### **YOU ARE COVERED FOR**

The amount shown in the Schedule of Cover (on **your** insurance certificate) per each complete 24 hours spent as an in-patient, if **you** are admitted to a registered hospital abroad, up to the maximum shown in the Schedule of Cover, in addition to any eligible medical expenses incurred under Section 6 of this certificate.

NOTE – Documentation must be submitted to confirm the date and time of admission and discharge.

#### **YOU ARE NOT COVERED FOR**

- 1) **You** undertaking a **trip** when travelling by air or sea if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) Anything stated in the General Exclusions.

#### **SECTION 8 – UNITED KINGDOM EXPENSES**

This section applies to **trips** within the **United Kingdom**.

#### **YOU ARE COVERED**

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for the following expenses reasonably incurred during **your trip** if **you** become ill or **you** are injured:

- 1) Reasonable additional accommodation expenses incurred by **you** or one relative or friend remaining with **you**, including the increased cost of **your** return travel home and additional travelling expenses incurred by one relative or friend travelling to or with **you**;
- 2) Reasonable expenses incurred in the event of **your** death for conveyance of **your** body or ashes to **your home**. (The cost of burial or cremation is not included).

#### **YOU ARE NOT COVERED FOR**

- 1) **You** undertaking a **trip** when travelling by air or sea if at the start of **your trip**, during **your trip** or on **your** return date, **you** are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy;
- 2) Anything stated in the General Exclusions.

#### **SECTION 9 – PERSONAL PROPERTY**

#### **YOU ARE COVERED FOR**

- 1) **PERSONAL BAGGAGE** - Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for the value or repair of any of **your own personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). The maximum **we** will pay for the following items: all **valuables** in total, any one article, pair and/or set of articles, all sunglasses/prescription sunglasses will be shown in Schedule of Cover (on **your** insurance certificate)

NOTE – In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

- 2) **DELAYED BAGGAGE** - Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) towards the cost of buying replacement necessities if **your own personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will need to be provided in the event of a claim.

NOTE – Any amount **we** pay **you** under 2) (Delayed Baggage) will be deducted from any claim, in the event that **your personal baggage** proves to be permanently lost.

- 3) **PERSONAL MONEY** - Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box. NOTE – If **you** are aged under 16, claims under personal **money** are limited to £100 overall (cash £50).

## YOU ARE NOT COVERED

- 1) For the excess shown in the Schedule of Cover (on **your** insurance certificate). This excess applies to each and every incident per each insured person involved in the incident (not applicable to 2), Delayed Baggage);
- 2) If **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) For loss, destruction, damage or theft of **personal baggage, valuables or money** left **unattended** in a public place, or a place to which members of the general public have access.
- 4) In the event of loss, burglary or theft of **personal baggage, valuables or money** **you** do not report to the local police within 48 hours, and do not obtain a written police report;
- 5) If **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:
  - a) Notify the carrier (i.e. airline, shipping company, etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or;
  - b) Follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 6) For loss, destruction, damage or theft due to confiscation or detention by custom or other officials/authorities.
- 7) For loss, destruction, damage or theft of:
  - a) Contact lenses, dentures, hearing aids, samples, merchandise, bonds, coupons, securities, tents, antiques, pictures, mobile phones/smart phones and accessories, laptops/iPads/computer tablets or similar and/or accessories, televisions, pedal cycles, dinghies, glass or china, alcohol, perishable goods, musical instruments, stamps or documents of any kind, boats and/or ancillary equipment, cigarettes or any other tobacco products, satellite navigation systems (GPS) and/or accessories, Personal Digital Assistants (PDA's) and/or accessories, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), computers/games consoles (including handheld consoles) and/or accessories, sports gear whilst in use;
  - b) **Valuables** left as or carried in checked-in baggage;
  - c) Wear and tear, loss of value, mechanical or electrical breakdown or damage caused by any process of cleaning, repairing or any damage caused by leaking powder or fluid carried within **Your** baggage.
- 8) For mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in.
- 9) For **valuables** stolen from an **unattended** vehicle.
- 10) For **personal baggage** stolen from:
  - a) An **unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or;
  - b) An **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am.
- 11) For any shortages due to error, omission or depreciation in value.
- 12) For any property more specifically insured or recoverable under any other source.
- 13) For the cost of replacement locks;
- 14) For any loss of jewellery (other than wedding rings) while swimming, or partaking in any sports or activities;
- 15) For anything mentioned in the General Exclusions.

## SECTION 10 – LOSS OF PASSPORT EXPENSES

### YOU ARE COVERED

Up to £300 for reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport, if **your** passport is lost or stolen.

## YOU ARE NOT COVERED

- 1) If **you** do not exercise reasonable care for the safety or supervision of **your** passport;
- 2) If, in the event of loss, burglary, or theft of **your** passport, **you** do not report this to the local police within 48 hours, and do not obtain a written police report;
- 3) For loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
- 4) For anything mentioned in the General Exclusions.

## SECTION 11 – PERSONAL PUBLIC LIABILITY

### YOU ARE COVERED

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for **your** legal expenses and legal liability for damages which are caused by an accident that occurs during the **trip**, leads to a claim made against **you** for:

- 1) Accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;
- 2) Loss of or damage to any property which does not belong to, is not in the charge or control of **you**, or any member of **your** family, household or employee;
- 3) Damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

### YOU ARE NOT COVERED FOR

- 1) Fines imposed by a Court of Law;
- 2) Anything caused directly or indirectly by:
  - a) Liability which **you** are responsible for, because of an agreement that was made;
  - b) Injury, loss or damage arising from:
    - i) Ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
    - ii) The occupation (except temporarily for the purpose of the **trip**) or ownership of any land or buildings;
    - iii) The carrying out of any trade or profession;
    - iv) Racing of any kind;
    - v) Any deliberate act;
  - c) Liability covered under any other insurance policy;
- 3) Anything stated in the General Exclusions.

NOTE – If **you** are using a mechanical/motorised vehicle, please ensure that **you** are adequately insured for third party cover, as **you** are not covered under this insurance.

## SECTION 12 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate winter sports premium has been paid.

### YOU ARE COVERED FOR

#### 1) SKI EQUIPMENT

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your** **trip**, limited to £250 for any one item.

Please note: Claims for owned **ski equipment** will only be calculated as follows:

Up to 12 months old	85% of purchase price
Up to 24 months old	65% of purchase price
Up to 36 months old	45% of purchase price
Up to 48 months old	30% of purchase price
Up to 60 months old	20% of purchase price
Over 60 months old	0%

## 2) SKI HIRE

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) per day for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your own ski equipment** during the period of Insurance.

## 3) DELAYED SKI EQUIPMENT

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) towards the cost of hiring replacement **ski equipment** necessities, if **your own ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts should be provided in the event of a claim.

### YOU ARE NOT COVERED

- 1) For the excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess applies to each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- 2) If **you** do not exercise reasonable care for the safety and supervision of **your own** or **your hired ski equipment**;
- 3) In the event of loss, burglary or theft of **your own** or **your hired ski equipment** **you** do not report this to the local police within 48 hours, and obtain a written police report;
- 4) If **your own** or **your hired ski equipment** is lost, damaged or delayed in transit, if **You** do not:
  - a) Notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
  - b) Follow up in writing within 7 days to obtain a written Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) For loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities
- 6) For **your own** or **your hired ski equipment** stolen from:
  - a) An **unattended** vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
  - b) An **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am.
- 7) For anything stated in the General Exclusions.

### SECTION 13 – SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid.

#### YOU ARE COVERED

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) per week all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your trip** commenced, where **you** do not curtail the **trip**, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the **trip** and where there is confirmation that no refund is available for the unused items.

#### YOU ARE NOT COVERED FOR

- 1) The excess as shown in the Schedule of Cover (on **your** insurance certificate). This excess applies to each and every incident per each insured person involved in the incident;
- 2) Claims that are not confirmed as medically necessary by the **medical emergency service** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;

- 3) Anything stated under Section 6 – Medical Emergency Expenses 'YOU ARE NOT COVERED';
- 4) Anything stated under the General Exclusions.

### SECTION 14 – PISTE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this Section between 1st December to 30th April in the Northern Hemisphere, and between 1st April and 31st October in the Southern Hemisphere.

If there is a lack of snow in **your** resort and it closes, which prevents **you** from skiing.

#### YOU ARE COVERED

- 1) Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) towards the costs **you** have to pay to travel to another resort, or
- 2) Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for each full day **you** are unable to ski, if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre- booked period of insurance of **your trip**.

#### YOU ARE NOT COVERED FOR

- 1) Claims where **you** have not obtained confirmation of resort closure from the local representative;
- 2) Claims where not all skiing facilities are totally closed;
- 3) Claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- 4) Anything stated in the General Exclusions.

### SECTION 15 – LEGAL COSTS AND EXPENSES

#### YOU ARE COVERED

If **you** die or are injured as a result of an accident which occurs during **your trip** during the period of insurance, and **you** or **your** legal representative take legal action to get compensation, **we** will do the following in an attempt to get compensation for the death or injury:

- 1) Provide up to £25,000 for each insured person (but not more than £50,000 in total for all insured persons) for any fees and other disbursements reasonably incurred by **your** legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses and costs incurred by **us**;
- 2) Any costs payable by **you** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings;
- 3) Any fees, expenses and other disbursements reasonably incurred in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator;
- 4) Provide up to £1,000 for each insured person, for travel costs that have to be paid to go to a foreign court in connection with any legal action under 1) above;
- 5) If no compensation is received either as a result of the claim being abandoned or failing, then subject to the limits of cover stated in the certificate and certificate schedule **we** will pay the costs incurred;
- 6) If compensation is recovered for **you** than the usual cost rules of the relevant jurisdiction will apply. In some jurisdictions **you** will recover **your** costs, in others **you** may not. Any costs not recovered must first be met from the compensation. If the value of the costs not recovered exceeds the compensation then **we** will pay the balance of costs after the application of the compensation, subject to the limits of the cover in the certificate and certificate schedule.

#### YOU ARE NOT COVERED FOR

- 1) Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, the insurers or their agents, someone **you** were travelling with or another insured person;



- 2) Legal costs and expenses incurred prior to the granting of support by **us** in writing;
- 3) Any claims notified to **us** more than 180 days after the date of the incident giving rise to such claim;
- 4) Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation;
- 5) Any claim where **you** are insured for legal costs and expenses under any other insurance policy;
- 6) Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation award (Contingency Fee Agreement);
- 7) Legal costs and expenses incurred if an action is brought in more than one country;
- 8) Any claim where in **our** opinion there is insufficient prospect of success in obtaining a reasonable benefit;
- 9) Anything stated in the General Exclusions.

#### CONDITIONS

- 1) **We** shall have complete control over the legal proceedings and the appointment and control of a lawyer. **We** shall appoint a lawyer on **your** behalf with the expertise necessary to pursue **your** claim.
- 2) **You** must follow the lawyer's advice and provide any information and assistance required. Failure to do so will entitle **us** to withdraw cover.
- 3) **We** must have access to any and all of the lawyer's file of papers.
- 4) **We** may include a claim for **our** legal costs and expenses.

#### SECTION 16 – BUSINESS TRAVEL EXTENSION

This Section of cover is only applicable if the appropriate additional premium has been paid.

#### **YOU ARE COVERED FOR**

##### STAFF REPLACEMENT EXPENSES

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) in all for additional transport expenses incurred in respect of the necessary travel of a person to replace **you** abroad due to:

- (i) **Your** temporary total disablement which lasts for a continuous period of at least 72 hours, as certified by a **medical practitioner** or **your** death or **your** hospitalisation; or
- (ii) The death, injury or illness (occurring in the **United Kingdom** during the period of the **trip**) of **your immediate relative** or **close business associate** as defined.

NOTE - All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

#### **YOU ARE NOT COVERED**

- 1) For the excess shown in the Schedule of Cover (on **your** insurance certificate) for each and every incident per each insured person involved in the incident, unless the excess waiver premium has been paid;
- 2) If **you** have not obtained a written certificate of fitness and ability to travel and endure the **trip** if **you** are undergoing medical treatment as a hospital outpatient at the time of paying the final balance of **your trip**;
- 3) For any expenses incurred in respect of any on-going medical conditions which have not been declared to and accepted by **us**;
- 4) For anything mentioned in the General Exclusions.

#### BUSINESS EQUIPMENT

- (i) Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) for the value or repair of any of **your own business equipment** which is accidentally lost, stolen, damaged or destroyed (after making proper allowance for wear, tear and depreciation). The maximum **we** will pay for the following items: all goods or samples in total, any one article, pair and/or set of articles is shown in the Schedule of Cover;
- (ii) Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) in respect of **your** computers, laptops,

tablets, smart phones and /or accessories only, which are accidentally lost, stolen or damaged during **your trip**.

NOTE: In the event of a claim for a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

#### BUSINESS EQUIPMENT HIRE

Up to £150 per day up to a maximum of £500 in total towards the cost of hiring replacement **business equipment** if **your own business equipment** is lost, stolen, damaged or destroyed.

#### BUSINESS MONEY

Up to the amount shown in the Schedule of Cover (on **your** insurance certificate) if **your Business money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

#### **YOU ARE NOT COVERED**

- 1) For the excess shown in the Schedule of Cover (on **your** insurance certificate) for each and every incident per each insured person involved in the incident, unless the excess waiver premium has been paid;
- 2) If **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) In the event of loss, burglary or theft of **your business equipment** **you** do not report this to the police within 48 hours, and obtain a written police report;
- 4) If **your business equipment** is lost, damaged or delayed in transit, if **you** do not:
  - a) Notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property Irregularity report in the case of an airline) or; b) follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately;
- 5) For loss, destruction, damage or theft:
  - a) From confiscation or detention by customs or other authorities;
  - b) Due to wear and tear, denting or scratching, moth or vermin;
  - c) Of computers, laptops, tablets, smart phones and /or accessories only, left as 'checked-in' baggage;
- 6) For mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 7) For breakage of or damage to glass or china;
- 8) For **business equipment** or computers, laptops, tablets, smart phones and /or accessories only, stolen from:
  - a) An **unattended** vehicle unless it was in the locked glove compartment or rear boot or luggage area of a the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry; or
  - b) An **unattended** vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am;
- 9) For any shortages due to error, omission or depreciation in value;
- 10) For any property more specifically insured or recoverable under any other source;
- 11) For anything stated in the General Exclusions.

#### GENERAL EXCLUSIONS

**We** will not cover the following:

- 1) This certificate does not provide cover for any claims arising directly or indirectly from any **pre-existing medical conditions**. This restriction applies both to **you**, **your** travelling companions or any person upon whose health the **trip** may depend.

**You** are not covered by this certificate if at the time of taking out this insurance, **you** or anyone to be insured by the certificate has:

- i) Ever been treated for a heart related problem (including angina and high blood pressure), which has involved surgery or treatment with any kind of medication
  - ii) Ever suffered a stroke or required treatment for a circulatory condition which has involved surgery or treatment with any kind of medication
  - iii) Ever suffered from a malignant condition or any type of cancer
  - iv) Been diagnosed with a terminal illness
  - v) Ever been treated for any breathing problem
  - vi) Currently taking any form of medication
  - vii) Received any form of treatment or undergone any medical consultation or investigation or been under the care of a specialist consultant within the last 12 months for any medical condition.
  - viii) Ever been diagnosed as suffering from any **psychiatric condition** or psychological or psychiatric disorder, including but not limited to anxiety, stress or depression.
- 2) For any claims directly or indirectly relating to any **pre-existing medical conditions** or if **you** or anybody on whom the travel plans depend are awaiting or undergoing treatment, undergoing or awaiting any medical investigations or consultation with a specialist or awaiting diagnosis, test results or treatment;
  - 3) Any claim arising from **your** suicide, or attempted suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **you** are trying to save someone's life);
  - 4) Any claim arising as a result of **your** participation in any professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres, scuba diving without a qualified instructor (or buddy if qualified), or dangerous pursuits;
  - 5) Any claim arising through air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
  - 6) Any claim arising from air travel within 24 hours of scuba diving;
  - 7) Any claim arising from the bankruptcy/liquidation of any tour operator, travel agent or transportation company;
  - 8) Any other loss connected to the event **you** are claiming for, unless **we** specifically provide cover under this certificate;
  - 9) Any claim arising from sexually transmitted infections;
  - 10) Any claim arising from **you** failing to take medication as prescribed by **your medical practitioner**;
  - 11) Directly or indirectly arising out of, consequent upon or contributed to by venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named
  - 12) Any claim arising as a result of:
    - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power;
    - i) This exclusion will not apply to Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses or Section 7 – Medical Inconvenience Benefit, provided that the insured person suffering **personal accident** injury or illness has not participated in or conspired in such activities.
    - b) Any act of terrorism not involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents:
      - i) This exclusion will not apply to Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses or Section 7 – Medical Inconvenience Benefit, provided that the insured person suffering **personal accident** injury or illness has not participated in or conspired in such activities,
      - ii) Provided also that in the event of benefit being payable the maximum payable in respect of any one claim or series of claims arising from a single act of terrorism or series of acts of terrorism occurring within a 72 hour period is £2,500,000 in the aggregate.
    - c) Any act of terrorism involving the use or release of or threat thereof any nuclear weapon or any chemical or biological agents:  
An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
    - d) Any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a), b) or c) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a), b) or c) above;
- You** are responsible for proving why this exclusion, in whole or in part, should not be applied. If any portion of this exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect.
- 13) Any claim for loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
    - a) Ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
    - b) The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
    - c) Pressure waves from aircraft and other flying objects travelling faster than the speed of sound;
  - 14) Any claim arising as a result of **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;
  - 15) Any claim arising as a result of **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;
  - 16) Any claim for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
  - 17) Any claim arising as a result of mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
  - 18) Any claim arising as a result of **your** manual work of any kind;
  - 19) Any claim arising as a result of taking part in dangerous expeditions or the crewing of a vessel outside European waters;
  - 20) Any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
  - 21) Any claim arising as a result of the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses, Section 7 – Medical Inconvenience Benefit and Section 8 – United Kingdom Expenses);

- 22) Any claim arising as a result of off-piste skiing except whilst under the supervision of a qualified guide/instructor, ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs, ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
  - 23) Any claim arising as a result of **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel.
  - 24) Any claim arising or resulting from **you** being involved in any malicious, reckless, illegal or criminal act.
  - 25) Any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever;
  - 26) Any claim arising from **your** failure to obtain the required passport or visa.
- 6) The original certificate schedule must be produced before any claim is paid.
  - 7) **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
  - 8) **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
  - 9) **We** may at any time pay to **you our** full liability under the certificate after which no further payments will be made in any respect.
  - 10) At the time of purchasing this insurance **you** will have been asked questions to enable **us** to assess **your** risk, failure to answer accurately and honestly could lead to **your** certificate being invalid and all claims will be forfeited. These may include but are not limited to questions about **your** state of health or that of an **immediate relative** or any planned sports or activities.  
If the answers given change after the certificate was purchased **you** must notify **us** of this change.

#### CONDITIONS

- 1) No payment will be made under Sections 1, 2, 5, 6, 7, 8, or 12 without appropriate medical certification.
- 2) If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- 3) In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.
- 4) **You** must take all reasonable steps to recover any lost or stolen article.
- 5) If any claim is found to be fraudulent in any way this certificate will not apply and all claims will be forfeited.
- 11) If at the time of any incident which results in a claim under this certificate, there is another insurance covering the same loss, damage, expenses or liability **we** will not pay more than **Our** proportional share (not applicable to the **personal accident** section).
- 12) A person or company who is not a party to this certificate has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this certificate but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## HOW TO MAKE A COMPLAINT

**Our** aim is to provide **you** with a first class standard of service at all times. Nevertheless, there may be an occasion when **you** may feel this objective has not been achieved by **us**. In the unlikely event of this happening, should **you** have any complaint or query regarding the service provided by **us** under **your** certificate, then please contact one of **our** customer service advisors in the first instance.

Export and General Insurance Services Ltd

Telephone (UK) : 08444 11 3456  
Fax (UK) : 0871 266 8717  
E-mail : [complaints@exportandgeneral.co.uk](mailto:complaints@exportandgeneral.co.uk)

They will try and resolve **your** complaint.

For complaints about claims **you** should contact:

The Claims Director  
Specialty Assist  
5 – 11 Lavington Street,  
London SE1 0NZ  
Corporate@specialty-assist.com

If **you** are unhappy with the response, **you** are advised to write explaining the nature of **your** query or complaint to:

The General Manager  
Sirius International Insurance Corporation (publ)  
The London Underwriting Centre  
3 Minster Court, Mincing Lane,  
London,  
EC3R 7DD,  
United Kingdom

Please quote **your** certificate number and give full information regarding the query or complaint. Also include details of where **you** can be contacted. **We** will send a written acknowledgment of receipt and give **you** details of who is handling **your** complaint and how to contact him or her.

**We** will resolve, or issue a final response to **your** complaint within 8 weeks of receiving the complaint.

In the unlikely event **you** are not satisfied with **our** final response, **you** may refer eligible complaints within 6 months to the Financial Ombudsman Service (FOS) if **you** are: a personal customer, or a business customer with a turnover under £ 1 million per year. The FOS can be contacted at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile.

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)  
If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

For the avoidance of any doubt, any complaint to the FOS should be brought against the Insurer (Sirius International Insurance Corporation), and not Export and General Insurance Services Ltd. Please make sure **you** follow the above procedure for submitting or escalating **your** complaint or query, since failure to do so may inadvertently delay **our** response to **you**.

### Financial Services Compensation Scheme

Sirius International Insurance Group Ltd, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this certificate, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

## Sports and Activities

The following list of leisure activities shows which are covered and which are NOT covered by **your** certificate if **you** participate in them during **your trip**. There may be some restrictions in cover for some activities as indicated below. **We** will not cover any activity that is not listed below, unless **we** agree in writing.

Please contact MyTravelVisa on 0844 411 3456 if **you** have any queries or the activity concerned is not listed.

**There is no cover for any activity undertaken on a professional basis.**

If **you** take part in an activity that is not listed, all cover will be excluded. This certificate does not cover **you** while **you** are taking part in:

- a) any organised team or contact sport not listed
- b) any sport/activity or competition as a professional
- c) any activity where **you** are competing in or practising for speed or time trials, sprints or racing of any kind, except as otherwise mentioned above.
- d) International and National events and their heats and officially organised practice or training for these events

## Covered

Angling – Freshwater	Jet skiing * **	Rubber ring rides (beach)
Angling – Rock/Surf * **	Jogging	Running (sprint and long distance)
Archaeological digging	Judo – training only (not competitions) **	Sailing (incl Flotilla) – not crewing/passenger only
Badminton	Jungle surfing	Sailing (incl Flotilla) – crewing (within European waters)**
Banana boating – beach activity	Karate – training only (not competitions) **	Sail boarding
Baseball **	Kayaking – rivers only (grade 1-3) **	Scuba diving (qualified, with a buddy, maximum depth 30 metres)
Basketball **	Kendo – training only (not competitions) **	Skateboarding (no stunts)
Blade skating – no stunts	Kite boarding/buggying/surfing **	Snorkelling to a maximum depth of 10 metres
Body boarding	Lacrosse	Softball
Bowls	Marathon running	Squash
Catamaran sailing – European waters only **	Martial arts – training only (not competitions) **	Surfing
Cricket – Recreational – not organised tournaments or competitions	Modern pentathlon – training only (not competitions) **	Swimming
Curling	Mountain biking (not including downhill racing and extreme ground conditions) **	Table Tennis
Dragon boating (not racing)	Netball	Ten pin bowling
Fell running	Orienteering	Tennis
Fell walking	Parasailing – over water	Trampolining
Fishing – bank/river	Parascending – over water	Trekking/hiking/walking up to 4,500 metres
Flying (as a passenger on a scheduled airline)	Passenger (in private or small aircraft or helicopter)	Triathlon – training **
Golf	Pedaloos	Tug of war
Gorge walking	Pentathlon – training only (not competitions) **	Volley ball
Handball	Racket ball	Wake-boarding
Heptathlon – training only **	Rackets	Water polo
High diving (to a maximum of 5 metres)	Rambling	Water-skiing (incl mono)
Hobie catting (European waters only) **	Referring (on an amateur basis) **	Wind-surfing
Ice skating – provided not main purpose of the trip	Roller blading (inline skating and skateboarding) – no stunts	Yachting (incl Flotilla) – not crewing/passenger only **
Inner tubing	Roller skating (no stunts)	
Jeep/car trekking **	Rounders	
Jet boating *	Rowing (not racing)	

\* Excludes Personal Accident benefits

\*\* Excludes Personal Public Liability Section

**Covered if professionally organised and supervised and/or appropriate safety equipment and headgear is worn and safety precautions are followed**

Abseiling	Fencing **	Quad biking up to 125cc **
Archery * **	Football – English	Rap jumping (within organiser's guidelines)
Athletics – field events * **	Gaelic Football	Rifle range shooting **
Ballooning – hot air	Gliding (no cover for crewing or piloting)	Ringos
Black water rafting (grade 1-3) **	Go karting up to 125cc **	River bugging
Bone/deep sea fishing	Horse riding (not or hunting)	Sand boarding
Breathing observation bubble diving (maximum depth 30 metres)	Hot air ballooning	Sand dune surfing/skiing
Bridge walking (supervised by a fully trained guide)	Hot dogging (grade 1-3)	Sand Yachting **
Camel or elephant riding or trekking	Indoor climbing (or climbing wall)	Scuba diving (unqualified, maximum depth 30 metres)
Canoeing (grade 1-3) **	Kite surfing (over land)	Shark diving (inside cage)
Canopy walking or tree-top walking	Kite surfing (over water)	Small bore target shooting * **
Clay pigeon shooting **	Manual work – physical, labouring and/or up to 5 metres high – No machinery **	Sphering/Zorbing incl aqua
Climbing (on a climbing wall only)	Motor cycling up to 125cc – (not racing) **	Tall-ship crewing *, **
Conservation or charity work (educational)	Mountain biking downhill/racing/extreme ground	Tree trekking
Cycling/cycle touring excl BMX/Mountain **	Mountain boarding	War games / paint baling *, **
Cycling – racing (training only) * **	Mud Buggyng **	White water rafting (grades 1-3)
Cyclo cross (not competitions) **	Ostrich riding (not racing) **	Zip lining
Deep sea/bone fishing	Overland <b>trips</b> (safari)	Zorbing/sphering incl aqua
Dune Boarding	Paint balling (wearing eye protection) *, **	
Elephant or camel riding or trekking	Polo	
Falconry	Pony trekking	

\* Excludes Personal Accident benefits    \*\* Excludes Personal Public Liability Section

### Activities which are NOT covered

American Football	Gymnastics	Quad biking over 125 cc
Base jumping	Hang gliding	Rock Scrambling
Biathlon	High diving over 5 metres	Rodeo
Big Game hunting	Hockey	Roller hockey
Black water rafting (grade 4-6)	Horse jumping	Roller skating/blading (stunts)
BMX Riding - stunt/obstacle	Hot dogging (grade 4-6)	Rugby
Bouldering	Hunting/shooting	Sailing (inc Flotilla) crewing (outside European waters)
Boxing	Hurling	Safaris using guns
Bungee Jumping	Hydro speeding	Sea kayaking
Canoeing (grade 4-6)	Jousting	Shooting/hunting
Canyoning	Kayaking (grades 4-6)	Skateboarding (stunts)
Cascading	Kayaking - sea	Sky diving
Cave diving/tubing or river tubing	Manual work - physical, labouring using Machinery and/or more than 5 metres above ground	Street hockey
Caving / pot holing	Micro lighting	Stunt events
Cliff jumping	Modern biathlon	Tandem sky diving
Coastering	Motor cycle racing	Tombstoning
Cycling BMX/Racing	Motor cycling over 125cc	Trekking/hiking/walking about 4,500 metres
Drag racing	Motor racing	Via ferrata
Dune and wadi bashing	Motor rallying	Water ski jumping
Endurance tests	Mountaineering ordinarily necessitating the use of picks, ropes or guides	Weight lifting
Flying (learning to fly)	Parachuting	White water rafting (grades 4-6)
Football - American	Paragliding	Wrestling
Free mountaineering	Parapenting	Yachting outside European waters
Glacier walking or trekking	Parascending - over land or snow	Yacht racing
Gliding (learning to glide)	Pot-holing	
Go karting over 125cc	Power boat racing	

### Winter Sports Activities (only applies if the appropriate additional premium has been paid)

#### Winter Sports Activities which are covered

Big foot skiing	Ice skating	Ski-doo's **
Cat skiing (where deemed safe by resort management) **	Langlauf	Ski touring
Cross country skiing	Mono skiing	Sledging
Dog sledging	Off piste skiing (when deemed as safe by resort management) under the supervision of a local guide	Sledging pulled by a horse/reindeer/dog (as a passenger) Snowmobiling **
Dry Skiing	Off piste snowboarding ((when deemed as safe by resort management) under the supervision of a local guide)	Snow-boarding
Dry slope skiing	Skiing	Snow shoeing

\* Excludes Personal Accident benefits    \*\* Excludes Personal Public Liability Section

#### Winter Sports Activities which are NOT covered

Biathlon	Ice speedway/speeding	Ski jumping
Bobsleighbing	Luging	Ski racing
Glacier walking/skiing	Skeletons	Ski stunting
Ice diving	Ski acrobatics	Speed skating
Ice hockey	Ski bob racing	Tobogganing