

SPECIALIST TOURS & ACTIVITIES INSURANCE



Arranged by
NJ HERITAGE PARTNERSHIP LTD
308-314 London Road, Hadleigh
Benfleet, Essex. SS7 2DD

SCHEME NO: CIR10/NJHL01

This Policy Document contains details of the Travel Insurance Scheme underwritten by International Insurance Company of Hannover Limited. (IICH). Registered in England No. 1453123. Registered Office: L'Avenir, Opladen Way, Bracknell, Berkshire RG12 0PE is authorised and regulated by the Financial Services Authority. Registration No 202640. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234. Cover applies to each Insured Person named on the booking invoice or validation certificate. The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

IMPORTANT- Your personal insurance number is the same as your booking invoice number or validation certificate number. Please note your personal insurance number prior to travel. This Policy Document and booking invoice or validation certificate showing the Insurance Premium, inclusive of tax where applicable, is all that we will issue to you. Please ensure that you retain these original documents and carry them with you when travelling as you will need to submit them in the event of a claim arising.

PRE-EXISTING MEDICAL CONDITIONS

COVER IS EXCLUDED FOR ANY DEFINED PRE-EXISTING MEDICAL CONDITION. IF IN DOUBT PLEASE CALL OUR MEDICAL SCREENING HELPLINE, IN CONFIDENCE ON TELEPHONE NO: 0844 826 2700

The medical screening helpline may be contacted between 09.00 and 17.00 Monday to Friday and 10.00 to 16.00 on Saturdays. The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **Pre-Existing Medical Conditions**. You will be asked for your personal and travel details. Please have your individual policy number to hand if known.

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

Should you not wish to take advantage of the optional terms quoted by the medical helpline, cover for the **Medical Condition** in question will be excluded. If there is a change to your health which arises between the date of purchasing the policy and the planned date of departure please contact the medical screening helpline for further advice, in order to establish if the change in your health will affect your cover under this insurance.

There is no cancellation or curtailment cover for a **Pre-Existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless disclosed to the medical screening helpline and additional cover agreed.

Definitions of a Pre-Existing Medical Condition: Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months or taking prescribed drugs or medication.

Please also see General Exclusion 9 for additional details of other excluded **Medical Conditions**.

CHANGE IN YOUR CIRCUMSTANCES

If after taking out this insurance you become aware of any circumstances that may give rise to a claim such as changes in your health or that of a person on whom this insurance may depend (e.g. a **Close Relative**) you must contact us and tell us about the changes as soon as reasonably possible and prior to any trip.

Please note that you must contact us promptly regarding the change and are responsible for all costs incurred in obtaining any medical reports required by us. If you do not contact us within 7 days of the change of circumstances, you will be responsible for any increased costs incurred as a result of the delay in cancelling your trip and we will only pay the costs that would have applied had you cancelled your trip within 7 days of the date of the change of circumstances giving rise to the claim. For advice and assistance, please contact the Health Check Line.

MEDICAL EMERGENCIES

SPECIALTY ASSISTANCE EMERGENCY MEDICAL SERVICE is available 24 hours a day 365 days a year IMMEDIATE CONTACT MUST BE MADE with SPECIALTY ASSISTANCE in the event of death or injury or illness necessitating any of the following:

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION TO TRAVEL PLANS
- (iv) CURTAILMENT OF TRAVEL

SPECIALTY ASSISTANCE LTD

TEL: **+(44) (0) 20 7902 7405** FAX: **+(44) (0) 20 7928 4748**

Please note, the Insured Person's failure to contact Specialty Assistance may result in their claim being reduced or declined. Private medical treatment is not covered unless authorised by Specialty Assistance.

Be prepared to give your:

- (a) booking invoice or validation certificate number.
- (b) name and address of agent or tour operator from whom insurance was purchased.
- (c) dates of outward and return travel (tickets/itinerary).
- (d) details of problem including name and address of patient and nature of illness/accident.
- (e) name and telephone number of hospital and attending doctor.
- (f) details of usual GP.

Please note, should you require medical treatment in Europe you must have a valid Health Insurance Card or in Australia you MUST enrol with MEDICARE.

Specialty Group Limited, trading as Specialty Assistance, 5-11 Lavington Street, London SE1 0NZ, is authorised and regulated by the Financial Services Authority. Their registration number 310533 can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

HOW TO MAKE A CLAIM

Claims Procedure

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claims form please contact the claims handlers:

Claims Settlement Agencies

308-314 London Road, Hadleigh, Essex SS7 2DD
Tel: **0844 826 2644** Fax: 0844 826 2645
Email: info@csal.co.uk

CSA is authorised and regulated by the Financial Services Authority. Their registration number 309264 can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk or by contacting them on 0845 606 1234.

GENERAL ENQUIRIES

If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact the Insurance Brokers who arrange the scheme: N J Heritage Partnership Ltd, 308-314 London Road, Hadleigh, Benfleet, Essex SS7 2DD – Telephone No. 0844 826 2727

SCHEDULE OF COVER AND LIMITS OF INDEMNITY PER INSURED PERSON

Policies issued from 1st April 2010
In respect of trips commencing before 31st March 2011

SECTION	COVER	LIMITS	EXCESS PER INSURED
A	Medical Expenses	£5,000,000	£70
	Inpatient Benefit	£200	£70
	Criminal Injuries Benefit	£5,000	£70
	Inability to Dive	£250	£70
	Personal Liability	£2,000,000	£250
B	Personal Accident	£10,000	Nil
C	Cancellation or Curtailment	£5,000	£70 (Loss of Deposit = Nil)
D	Delayed Departure or Arrival	£100	Nil
	Cancellation due to Delayed Departure	£1,000	£70
	Hijack of Aircraft	£3,000	£70
	Failure of Flight Connections	£150	£70
	Interruption of Transport	£300	£70
E	Personal Effects (Valuables limited to £350 in total)	£1,500	£70
	Money	£250	£70
	Tickets	£1,000	£70
	Passport or Visas	£250	£70
	Temporary Loss of Baggage	£100	Nil
	Damage to Hired Sports Equipment	£750	£70
F	Legal Expenses	£15,000	£250
G	Winter Sports Extension		
	Winter Sports Equipment owned/hired (incl. Single Article/Pair/Set Limit)	Up to £350 £350	£70 £70
	Winter Sports Equipment Hire	Up to £200	£70
	Ski Pack	Up to £300	£70
	Piste Closure	£20 per day up to £200	£70
	Avalanche Closure	Up to £150	£70

HELPFUL CONTACT NUMBERS

If you need to contact the Health Check Line to declare a Pre-Existing Medical Condition please contact:	CSA Healthline Tel: 0844 826 2700
If you need 24 Hour Emergency Medical Assistance Abroad or need to curtail your trip please contact:	Specialty Assistance Tel: +(44) (0) 20 7902 7405 Fax: +(44) (0) 20 7928 4748
If you need a Claim Form please contact:	Claims Settlement Agencies Ltd Tel: 0844 826 2644 Fax: 0844 826 2645

The Insured Person and the Insurer are free to choose the law applicable to this Policy. As the Insurer is based in England, they propose to apply the laws of England and having read and understood the terms and conditions of this policy the **Insured Person** has agreed to this.

COMPLAINTS PROCEDURE

Any enquiry or complaint should be addressed in the first instance to:
The General Manager, Claims Settlement Agencies, 308-314 London Road, Hadleigh, Essex SS7 2DD

Should you require an independent review of your complaint or enquiry please subsequently contact The Customer Care Department, Campbell Irvine Limited, 48 Earls Court Road, Kensington, London W8 6EJ

If you have been given a final response and you are still dissatisfied with the outcome you may refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after you have been provided with written confirmation that the Insurer's internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:
Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 Fax: 020 7964 1001 Referral to the FOS will not affect your right to take legal action. Please note that you have six months from the date of the Insurer's final response in which to refer your complaint to the Ombudsman. Referral to the Ombudsman will not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

IICH is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:
Compulsory insurance is covered in full.

Non-compulsory insurance is protected for 90% of the claim with no upper limit. Full details are available at www.FSCS.org.uk

PERIOD OF INSURANCE

Single Trip

The Period of Insurance as shown on your booking invoice or validation certificate. Cover under Section C – Cancellation starts from the issue date stated on your booking invoice or validation certificate and ends when the **Insured Person** leaves their residence or place of business to commence travel. The cover under all other sections of the policy starts on the commencement date shown on the booking invoice or validation certificate and ends on the **Insured Persons** return home or expiry of the Period of Insurance, whichever is first.

No premium refund outside of the Cooling Off Period may be offered if the **Insured Person** returns home prior to the expiry of the Period of Insurance.

Automatic Trip Extension

If the **Insured Person** has not completed their travel before the expiration of this Insurance as stated under the Period of Insurance on the validation certificate or booking invoice for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

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

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

DEFINITIONS

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

Irrecoverable Payments and Charges

Means the cost of airline tickets and any other amount that is not refundable from the airline, tour operator or their suppliers.

Strike or Industrial Action

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

Close Relative

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

Insured Person

Means any person named on the booking invoice or validation certificate.

Terrorism

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

Unattended

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

Pre-existing Medical Condition

Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months or taking prescribed drugs or medication.

Medical Condition

Means any disease, illness or injury.

Medical Practitioner

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

Valuables

Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals. Photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation electrical equipment. Binoculars, optical equipment and telescopes and animal skins.

Policy Excess

Means the amount of any claim that you have to pay before any payment is made to you.

Dependent Business Partner

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

CONDITIONS

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

General Conditions

1. This Insurance is available for holiday or business travel, but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature or any hazardous activity not agreed by the Insurer.

2. The trip or journey for which this insurance is effected is not booked or commenced by an **Insured Person** either (a) contrary to medical advice or to obtain medical treatment, or (b) suffering from any **Medical Condition** or symptoms which, are awaiting or receiving investigation, treatment, tests, referral, or review or the results of any of the foregoing.

3. The appropriate additional premium has been paid by any person aged 66 years or more at date of payment of Insurance Premium in respect of Single trip insurance. Maximum age 79 years at date of payment of insurance premium unless agreed by the Insurers.

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

Cooling off Period

The **Insured Person** may cancel this policy within 14 days of the date of receipt of the policy document (new business) or the renewal date by writing to us during the 14 day cooling off period. Any premium paid will be refunded in full so long as no period of travel has started. If the **Insured Person** elects to cancel this policy after the first 14 days receipt of the policy documentation or returns home prior to the expiry of the Period of Insurance no premium refund will be made.

Fraudulent Claims

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

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by their wilful act or with their connivance

Then:

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

Documentation

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

Cessation of Insurance

All cover shall cease upon the return of the **Insured Person** to their normal place of domicile or business in their country of residence or upon their admission into medical care in their country of residence whichever shall be the sooner.

Duplicate Insurance

If at the time of loss, theft or damage insured by Sections A, C, D, E, F and G there is another insurance against such loss or damage or any part thereof the Insurer shall be liable under this Insurance for its proportionate share only of such loss or damage.

Subrogation

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

GENERAL EXCLUSIONS

POLICY EXCESSES

The Insurer shall not pay for:

- a) The first £70 of each and every claim per incident claimed for under each Section by each Insured Person.
- b) The first £250 of each and every claim arising from the same incident under Sections A.5.2 rented accommodation (in respect of the use of rented temporary accommodation only) and F Legal Expenses.

No Policy Excess applies to Sections B - Personal Accident, C - Loss of deposit only, D - Travel Delay and E4 - Temporary loss of baggage. The Insurer shall not pay for any claim arising out of:

1. (a) Mountaineering or climbing, pot-holing, motorised competitions or races, sports tours or travelling by motorcycle (other than in respect of motorcycles up to 125cc hired or borrowed during the Period of Insurance and all **Insured Persons** are wearing crash helmets). Winter Sports, unless the appropriate premium has been paid and shown on the booking invoice or validation certificate, excluding ski racing, ski jumping, ice hockey or the use of bobsleighs or skeletons.
 - (b) Any activity in the air, other than as a passenger in a fully-licensed passenger-carrying-aircraft, bungee jumping and parasailing.
- NOTE:** The exclusions shown are not applicable to cancellation claims under Section C.
- (c) wilful exposure to needless danger (other than in an attempt to save human life).

2. Any form of stress or anxiety. Depression or any other mental or nervous disorder unless investigated and diagnosed by a Hospital Consultant.

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

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

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

6. The utilisation of nuclear, chemical or biological weapons of mass destruction.

For the purposes of this exclusion;

Utilisation of nuclear weapons of mass destruction means the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals. Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Radioactive contamination of any description however caused.

7. The failure or fear of failure or inability of any equipment or any computer programme, whether or not owned by an **Insured Person**, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

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

- (b) Any costs for (i) telephone calls (other than the first call to Specialty Assistance to notify them of a medical problem requiring hospitalisation), (ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital or (iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).

9. The **Insured Person** will not be covered under Section A –Medical Expenses, Section B – Personal Accident or Section C - Cancellation or Curtailment for any claims arising directly or indirectly from: either A) At the time of taking out this policy:

- i) Any **Pre-existing Medical Condition** unless you have contacted the medical helpline on 0844 826 2686 and the Insurer has agreed to provide cover and you have paid the additional premium required.

- ii) Any **Medical Condition** that the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.

- iii) Any **Medical Condition** the **Insured Person** is aware of but which has not had a formal diagnosis.

- iv) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is on a waiting list for or has knowledge of the need for surgery in a hospital.

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

or B) At any time:

- i) Any **Medical Condition** the **Insured Person** has in respect of which a **Medical Practitioner** has advised them not to travel or would have done so had they sought his/her advice.

- ii) Any surgery, treatment or investigations for which you intend to travel outside your normal country of residence to receive (including any expenses incurred due to the discovery of other **Medical Conditions** during and/or complications arising from these procedures.

- iii) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.

- iv) Pregnancy when you are expected to give birth within two months of the return date of your trip.

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

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

12. Private medical treatment unless authorised by Speciality Assistance.

SECTION A.

MEDICAL EXPENSES & PERSONAL LIABILITY

1. Medical, Repatriation and Associated Expenses.

Up to £5,000,000

Should an **Insured Person** suffer accidental bodily injury or illness (including compulsory quarantine) or be hi-jacked during the Period of Insurance, the Insurer will pay:

- i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's** country of residence including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Emergency Medical Service (Specialty Assistance or their Agents). The Insurer reserves the right to repatriate the **Insured Person** to their country of residence when in the opinion of the doctor in attendance and their medical advisers the **Insured Person** is fit to travel.
- ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hi-jacked **Insured Person**, certified by a doctor to be strictly necessary on medical grounds, and approved by the Emergency Medical Service (Specialty Assistance).
- iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.
- iv) the cost of transporting the remains of an **Insured Person** to former place of residence up to £7,500 or funeral expenses incurred outside the **Insured Person's** country of residence up to £1,000.

2. In Patient Benefit.

Up to £200

In addition to the costs referred to above, the Insurer will also pay the sum of £10 compensation for each complete day, up to £200, that the **Insured Person** is confined to hospital outside their normal country of residence.

3. Criminal Injuries Benefit.

Up to £5,000

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the In Patient Benefit payable under Section A2 above is increased to £100 per complete day, up to £5,000, that the **Insured Person** is confined to hospital outside their normal country of residence.

4. Inability to Dive

Up to £250

The Insurer will pay:

1. The Insurer will pay the **Insured Person** up to £20 per day up to a limit of £200 in all in the event of the **Insured Person** being unable to dive due to injury or illness occurring during the Period of Insurance.
2. Prepaid Diving Course up to £250. The Insurer will pay the **Insured Person** for any unused proportion of any part of the course that the **Insured Person** has already pre-paid and are unable to use due to the injury or illness occurring during the Period of Insurance.

The **Insured Person** must produce a Doctor's Certificate stating the exact nature of the injury or illness and confirming the **Insured Person** is unfit to dive, also written confirmation from the Diving School confirming that the **Insured Person** did not participate in that dive/course.

The Insurer shall not pay for any claim:

1. Claims not verified by a Doctor's Certificate and Diving School Certificate.
2. Any illness or injury rendering the **Insured Person** unable to dive which was in existence prior to the commencement of the holiday/trip.

EXCLUSIONS APPLICABLE TO SECTION A1, A2, A3 and A4

The Insurer shall not pay for any claim:

1. arising from travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. arising from a **Pre-Existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.
3. for the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.
4. for medical expenses incurred in an **Insured Person's** country of residence.
5. not verified by a medical report obtained whilst travelling.
6. for elective or cosmetic surgery, unless deemed medically necessary and agreed by the Emergency Medical Service (Specialty Assistance).
7. for dental treatment to provide, replace or repair caps, crowns or bridges other than for the relief of pain and suffering.
8. for any form of treatment or surgery which in the opinion of the doctor in attendance and the Emergency Medical Service (Specialty Assistance) can be reasonably delayed until the **Insured Person's** return to their country of residence.
9. Any medical treatment and associated costs you have to pay when you have refused curtailment.

5. Personal Liability.

Up to £2,000,000

The Insurer will pay the **Insured Person** up to the Sum Insured against all costs the **Insured Person** becomes legally liable to pay as damages together with claimant's costs in respect of:-

- (i) Accidental bodily injury to or death or illness of any person
- (ii) Accidental loss of or damage to material property, occurring during the Period of Insurance. The Insurer will in addition pay all costs and expenses incurred with its written consent.

EXCLUSIONS APPLICABLE TO SECTION A5

The Insurer shall not pay for any claim arising out of:

1. the ownership, possession or use of any aircraft, yachts or mechanically propelled vehicle including watercraft.
2. the ownership or use of lands or buildings (other than use only of rented temporary accommodation, in which case the first £250 of each and every claim is excluded).
3. any wilful or malicious act.
4. the pursuit of any trade, business or profession.
5. bodily injury, death or illness of the **Insured Person** or any member of the **Insured Person's Close Relatives or Dependant Business Partner**.
6. liability assumed under agreement unless such liability would have attached notwithstanding any such agreement, such as hire agreement.
7. the Insurer will not pay more than £2,000,000 for damages payable for any claim or claims arising from one event.
8. the ownership or use of any firearm or weapon.
9. animals belonging to you or in your care or custody.

SECTION B. PERSONAL ACCIDENT

Up to £10,000

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay to the **Insured Person** or in the event of death to his/her legal personal representative the following Sum Insured.

- | | |
|--|---------|
| 1. Death, or. | £10,000 |
| 2. Loss of sight | £10,000 |
| 3. Loss of one or two limbs, or. | £10,000 |
| 4. Permanent total disablement. | £10,000 |

Provided that:

- i) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death
- ii) the total compensation in respect of any one **Insured Person** shall not exceed £10,000.

Definitions

Loss of one or two limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

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

- a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Permanent total disablement: bodily injury other than the above which totally incapacitates the **Insured Person** from engaging in or attending to any relevant occupation for at least twelve calendar months from the date of the injury and at the end of that time rendering the **Insured Person** beyond hope of improvement.

SECTION C. CANCELLATION or CURTAILMENT

Up to £5,000

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it by returning to their normal country of residence before completion, as a result of:

- i) the death, accidental bodily injury, illness, compulsory quarantine, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured travelling companion.
- ii) the death, serious injury or illness of a **Close Relative**, or the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or **Dependant Business Partner** of the Insured Person or insured travelling companion which necessitates the presence of the person concerned.
- iii) Hi-jack.
- iv) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.
- v) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay:

a) for Cancellation prior to departure any **Irrecoverable Payments and Charges** (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.

b) for Curtailment after initial departure a pro-rata proportionate refund of inclusive tour costs, or alternatively the original value of unused air tickets up to the Sum Insured, for any of the above reasons.

NOTE: Where an **Insured Person** is not travelling on a pre-paid or fixed itinerary then additional travelling expenses shall be deemed to be those costs in excess of normal tourist class air fares. Your claim will be based solely on the number of complete days not used. **Where return to a person's normal country of residence is necessary in an emergency situation an Insured Person should contact the Emergency Medical Service (Specialty Assistance) who may be able to assist in having existing air tickets amended.**

EXCLUSIONS APPLICABLE TO SECTION C

The Insurer shall not pay for any claim:

1. arising from travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. arising from a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.
3. for unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
4. If you have to cut short your trip and do not return to your normal country of residence, Insurers will only pay for the equivalent costs which you would have incurred had you returned to the United Kingdom.
5. arising from being unable to continue with your travel due to your failure to obtain the passport or visa you require for your trip.
6. disinclination to travel

SECTION D. TRAVEL DELAY

1. Delayed Departure or Arrival

The Insurer will pay each **Insured Person** up to the limits shown below if the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel itinerary, due to **Strike, Industrial Action, disruption, Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Limits

The Insurer will pay either:

a) £25 compensation for the first complete 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary and £12.50 for each subsequent 12 hour period of delay, up to £100 each **Insured Person**, or

b) if the **Insured Person** elects to cancel the whole travel itinerary prior to departure. Irrecoverable Payments and Charges made for the travel, accommodation and other costs up to £1,000 each **Insured Person**.

2. Hi-Jack of Aircraft

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

3. Failure of Inter-continental Flight Connections in Europe

The Insurer will pay compensation of £25 per complete day, up to £150, that an **Insured Person** has to spend in Europe awaiting an alternative onward flight if the original pre-booked flight connection is missed due to delay of the initial flight from the United Kingdom caused by circumstances beyond the control of the **Insured Person**.

NOTE: Only applicable to travel commencing from the United Kingdom where travel has been arranged in accordance with the minimum connecting flight times as published in the Official Airline Guide.

4. Failure of Transport Connections in the United Kingdom

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

EXCLUSIONS APPLICABLE TO SECTION D

The Insurer shall not pay for any claim arising directly or indirectly from:

1. **Strike or Industrial Action, Terrorism**, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
2. the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

SECTION E. PERSONAL EFFECTS

Your Booking Invoice will show if this cover is operative.

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

i. **Accompanied personal luggage, clothing or effects belonging to the insured person. Up to £1,500**

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

ii. **Personal Monies. Up to £250.** Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

iii. **Tickets. Up to £1,000.** Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

iv. **Passport or Visas. Up to £250.** In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.

v. **Temporary Loss of Baggage. Up to £100.** If baggage is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the Insured Person up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

vi. **Damage to Hired Sports Equipment. Up to £750.** Sports equipment hired by the **Insured Person**.

NOTE IN RESPECT OF CASH

Cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

CONDITIONS APPLICABLE TO SECTIONS E & G

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

1. The **Insured Person** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of his property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.

2. The maximum the Insurer will pay for any insured article shall be limited to £250, the value of a pair or set of articles shall be limited to £250, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.

3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
4. There is a maximum limit of £350 in respect of **Valuables**.
5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey and loss, theft or damage must be reported immediately to the issuing agent or loss adjusters.
6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £100 per pair.
7. The **Insured Person's** failure to comply with local authority advice when checking in luggage may result in a claim being reduced or declined.

EXCLUSIONS APPLICABLE TO SECTION E and G

The Insurer shall not pay for any claim arising out of:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. Winter Sports equipment unless the appropriate additional premium has been paid and is shown on your booking invoice.
3. loss, theft or damage to property hired to the **Insured Person** (unless the appropriate premium has been paid) or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
5. the breakage of fragile articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example your clothes or camera being damaged by a spillage.
6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of carriers), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' luggage.
9. shortages due to error or omission, depreciation in value.

SECTION F. LEGAL EXPENSES

Up to £15,000

The Insurer will pay for legal costs and expenses, or the appointment of a claims agent in order to pursue compensation and/or damages against a third party arising from or out of personal injury to or death of the **Insured Person** occurring during the Period of Insurance.

The Insurer shall have complete control over the legal proceedings and the appointment and control of a solicitor or claims agent.

EXCLUSIONS APPLICABLE TO SECTION F

The Insurer shall not pay for:

1. costs incurred in pursuance of any claim against a travel agent, or tour operator including any employee, servant or agent thereof, carrier or their suppliers, travelling companion, **Close Relative** or the Insurer or their representatives.
2. legal expenses incurred prior to the granting of support by the Insurer or without their written consent.
3. any claim where, in the Insurer's opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
4. claims for professional negligence.
5. claims against any employer, or whilst carrying on any trade or profession.
6. The first £250 of any claim.

LEGAL EXPENSES CLAIMS

If an **Insured Person** suffers a personal injury and wishes to claim against the person who caused it they may telephone Campbell Irvine Limited on 0207 938 1734 for guidance.

SECTION G. WINTER SPORTS EXTENSION

Applicable only if the appropriate premium has been paid and shown on your Booking Invoice and in addition to the cover granted under all other sections of this Insurance.

Ski Equipment up to £350

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

- a) Loss, theft or breakage of skis and ski equipment owned by the **Insured Person**.
- b) Loss, theft or breakage of skis and ski equipment hired to and in the charge of the **Insured Person**.

There is a limit of £250 for any single item, set or pair and an overall limit of £100 in respect of hired equipment. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, liability shall be limited to £100.

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

Ski Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of skis following:—

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

Ski Pack up to £300

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

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

Piste Closure up to £200

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

Avalanche Closure up to £150

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

NOTE: This Winter Sports Extension is subject to the same Conditions and Exclusions as Section E. Personal Effects, other than the exclusion of hired equipment. Skis and Ski equipment includes snow boards and snow board equipment.

EXCLUSIONS APPLICABLE TO SECTION G

The Insurer shall not pay for any claim arising out of:

1. occurrences detailed above that do not occur during the period of overseas travel.
2. the **Insured Person** participating in ski racing, ski-jumping, ice hockey, or the use of bob sleighs or skeletons.
3. Ski Hire, Ski Pack, Piste Closure or Avalanche which are not supported by documentary evidence.
4. the loss, theft or damage of skis or ski poles over five years old.
5. loss, theft or damage to skis or ski equipment carried on a vehicle roof rack.
6. loss of or damage to skis or ski equipment whilst in use.
7. Piste Closure is not covered outside the months that constitute the local regular ski season.

RECIPROCAL HEALTH CARE

Should you require medical treatment in Australia you **MUST** enrol with MEDICARE www.medicare.gov.au. It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with SPECIALTY ASSISTANCE and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided. Your failure to contact Specialty Assistance may result in a claim being reduced or declined.

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

GEOGRAPHICAL AREAS

Area 1: UNITED KINGDOM

United Kingdom means England, Wales, Scotland and Northern Ireland

Area 2: EUROPE

Europe means the continent of Europe West of the Ural Mountains including Eire, the Isle of Man and the Channel Islands and also countries bordering the Mediterranean, plus Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands.

