



Travel Insurance

Policy Wording



JustTravelcover.com

CONTENTS		
Important Information:		Page Number:
●	Important Features of Your Insurance	1 – 2
●	Schedule of Cover & Limits	3 - 4
●	Health and Pre-Existing Medical Conditions	4 - 5
●	Definitions	5 - 6
●	Hazardous Pursuits	7 – 9
●	General Exclusions	19 -20
●	What to do in the event of a Medical Emergency	20
●	Claims Procedure	20 - 21
●	Complaints Procedure	21
●	Data Protection Act	21
Sections of Cover:		Page Number:
●	Section 1 Cancellation	9
●	Section 2 Curtailment	9
●	Section 3 Medical and Repatriation Expenses	10
●	Section 4 UK Hospital Transfer & Additional Expenses	10
●	Section 5 Hospital Benefit	11
●	Section 6 Personal Effects and Baggage	12
●	Section 7 Mobility Aids	12
●	Section 8 Money and Cash	12
●	Section 9 Loss of Passport	13
●	Section 10 Travel Delay	13
●	Section 11 Missed Departure	13
●	Section 12 Personal Accident	13
●	Section 13 Personal Liability	14
●	Section 14 Legal Expenses	14
●	Section 15 Catastrophe	14
●	Section 16 Mugging Benefit	14
●	Section 17 Hijack	14
●	Section 18 Winter Sports	15 – 16
●	Section 19 Cruise Cover	16 – 17
●	Section 20 Golf	17 – 18
●	Section 21 Business Equipment	18 – 19
●	Section 22 End Supplier Failure	21 - 22
●	Section 23 Travel Dispute	22 - 26

IMPORTANT FEATURES OF YOUR TRAVEL INSURANCE

Your attention is drawn to important features of Your travel insurance policy including:

INSURANCE POLICY

This is Your travel insurance policy and it contains full details of the cover provided plus the conditions and exclusions which apply for each Insured Person.

You must read this insurance policy and attaching schedule carefully.

You must inform Us of any material fact which is likely to influence Us in the acceptance, assessment or continuation of this insurance. Failure to do so may result in a claim being declined due to non-disclosure.

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 policy.

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 policy (refer to General Exclusions item 15) 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.

PROPERTY CLAIMS

These claims are paid based on the value of the goods at the time You lose them and not on a "new for old" replacement cost basis. Claims for sports equipment damaged whilst in use is not covered (except for Ski Equipment if You have paid the appropriate winter sports premium). Loss or damage of property not belonging to You is also not covered (except for certain hired Ski Equipment if You have paid the appropriate winter sports premium).

POLICY LIMITS

Each section of Your policy has a limit on the amount We will pay under that section. Some sections also include other specific limits, for example: for any one item or for Valuables in total. You are advised to check Your policy document if You intend taking expensive items with You. Items such as camcorders, jewellery and other items of value, should be fully insured under Your Household policy.

POLICY EXCESSES

Under most sections of Your policy, claims will be subject to an Excess. This means that You will be responsible for paying the first part of the claim. The amount You have to pay is the Excess.

REASONABLE CARE

You need to take all reasonable care to protect Yourself and Your property, as You would if You were not insured.

COMPLAINTS

Your insurance policy has in it a Complaints Procedure which tells You what steps You can take if You wish to make a complaint.

"COOLING OFF" PERIOD/CANCELLATION

We hope You are happy with the cover Your policy provides. However, if after reading it, this insurance does not meet with Your requirements, please return it to Just Travel Insurance within 14 days of receipt of Your policy and they will refund Your premium, provided You have not commenced Your Trip or made a claim. After any cooling off period You can cancel this insurance at anytime by writing to Just Travel Insurance giving 14 days notice. We can cancel Your insurance at any time by giving You 14 days written notice at Your last known address. We will only do this for a valid reason. Examples of valid reasons include, but are not limited to You not paying the premium, You inform Us or We establish there is a change in risk which We are unable to insure.

HAZARDOUS SPORTS AND ACTIVITIES

Your policy contains conditions and exclusions relating to dangerous activities, sports or pastimes where there is a risk of injury, or can be expected to aggravate an existing infirmity. Please see the list of Hazardous Pursuits in Your policy under Important Information and Conditions Applying to All Sections.

GOVERNING LAW

Your policy is governed by the law applicable to where You reside within the United Kingdom if this is Your usual country of residence.

HEALTH/MEDICAL CONDITIONS

Your policy contains conditions related to the health of You and the people travelling with You; and others upon whose well-being the Trip may depend. All medical conditions must be disclosed to Us prior to cover being issued; failure to do so will prejudice your position.

GEOGRAPHICAL LIMITS

UNITED KINGDOM

England, Scotland, Wales and Northern Ireland

EUROPE

Means the continent of Europe west of the Ural Mountains including the Republic of Ireland, the Isle of Man, Channel Islands and all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, including Spain, The Canaries, Turkey, Cyprus, Malta and Switzerland. For residents of the Isle of Man and Channel Islands travelling to the United Kingdom, the United Kingdom shall be considered Europe.

WORLDWIDE, EXCLUDING USA AND CANADA

Means anywhere in the world except USA, Canada and the Caribbean

WORLDWIDE, INCLUDING USA AND CANADA

Means anywhere in the world

Please note:

No cover is provided under Your policy for any trip in, to, or through Cuba.

IMPORTANT NOTES

1. This policy is only available to residents of the United Kingdom.
2. This policy is only valid for Trips commencing in and returning to the United Kingdom.
3. There will be no refund of premium if You cancel this policy more than 14 days after purchase i.e. outside the "cooling-off" period mentioned in "Other Important Conditions".
4. If Your Money, Valuables or any items of Personal Possessions, are lost or stolen, You must notify the local police within 24 hours of discovery and obtain a police report. Failure to do so may invalidate Your claim.
5. Insurance cannot be purchased once Your Trip has commenced.

AGE LIMITS

Single Trip Policies

85 Years at date of purchase

Annual Multi-Trip policies

75 Years at date of purchase

MAXIMUM PERIOD OF INSURANCE

Single Trip Policies

365 days

Annual Multi-Trip policies

Any number of **Trips** in the policy year but with a limit of 93 days any one **Trip**. Refer to **Your Policy Schedule** for full details of duration

INDEPENDENT TRAVEL

Annual Multi-Trip Policies

Your policy allows adults to travel independently, Children who are 17 years of age or under are only entitled to travel separately to the main **Insured Person** if they are travelling with a relative, guardian or person with a legal duty of care, such as a school teacher if on a school **Trip**.

Your Policy Wording sets out in full details of the cover provided and is only valid if attached to a **Policy Schedule** (also referred to as the schedule herein) showing the sums insured and limits of the insurance provided and detailing the premium, **Geographical Area**, period of cover and persons insured.

The policy covers all persons named on the **Policy Schedule** for whom the premium has been paid. **You** must be a resident of the **United Kingdom**

SCHEDULE OF COVER & LIMITS

		BRONZE Benefits		SILVER Benefits		GOLD Benefits	
		Max Sum Insured	Excess	Max Sum Insured	Excess	Max Sum Insured	Excess
1	Cancellation	£1,000	£250	£2,000	£125	£4,000	£75
2	Curtailment	£1,000	£250	£2,000	£125	£4,000	£75
3	Medical & Repatriation Expenses						
	Journeys outside the United Kingdom	£5,000,000	£250	£10,000,000	£125	£10,000,000	£75
	Dental Expenses	No Cover	Nil	£200	£125	£300	£75
	Journeys within the United Kingdom	£10,000	£250	£10,000	£125	£10,000	£75
	Dental Expenses	No Cover	Nil	No Cover	Nil	No Cover	n/a
4	UK Hospital Transfer & additional expenses						
	Hospital Transfer Costs	£5,000	£250	£5,000	£125	£5,000	£75
	Return Home Costs	£2,500	£250	£2,500	£125	£2,500	£75
	Additional Expenses	£500	£250	£500	£125	£500	£75
5	Hospital Benefit	£15 per 24 hours up to £150	Nil	£25 per 24 hours up to £250	Nil	£50 per 24 hours up to £500	Nil
6	Personal Effects and Baggage	£500	£250	£1,000	£125	£1,750	£75
	Single Item Limit	£100		£250		£500	
	Valuables Limit	£100		£250		£500	
	Delayed Baggage	No Cover	Nil	£25 per 12 hours up to £100	Nil	£50 per 12 hours up to £300	Nil
7	Mobility Aids	No Cover	Nil	£750	£125	£1,000	£75
8	Money and Cash	£300	£250	£400	£125	£500	£75
	Cash Limit	£100		£100		£200	
	Cash Limit if under 18	£50		£50		£50	
9	Loss of Travel Documents	No Cover	Nil	£200	£125	£400	£75
10	Travel Delay	£15 per 12 hours up to £75	Nil	£50 per 12 hours up to £250	Nil	£50 per 12 hours up to £300	Nil
	Holiday Abandonment	£1,000	£250	£2,000	£125	£4,000	£75
11	Missed Departure	No Cover	Nil	£500	£125	£750	£75
12	Personal Accident						
	Permanent Total Disablement	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Loss of Limb(s)/Eye(s)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	All Benefits if under 18 or over 75	£1,000	Nil	£1,000	Nil	£1,000	Nil
	Death (18 to 75)	£5,000	Nil	£10,000	Nil	£20,000	Nil
	Death (under 18 or over 75)	£1,000	Nil	£1,000	Nil	£1,000	Nil
13	Personal Liability	£1,000,000	£250	£1,000,000	£125	£2,000,000	£75
14	Legal Expenses	£5,000	£250	£10,000	£125	£15,000	£75
15	Catastrophe	No Cover	Nil	£25 per 24 hours up to £250	£125	£50 per 24 hours up to £500	£75
16	Mugging Benefit	No Cover	Nil	£25 per 24 hours up to £50	Nil	£50 per 24 hours up to £100	Nil
17	Hijack and Kidnap	No Cover	Nil	£50 per 24 hours up to £150	Nil	£100 per 24 hours up to £300	Nil
The following additional cover options are available only where the appropriate additional premium has been paid:							
18	Winter Sports:						
	Ski Equipment – owned	£500	£100	£750	£75	£1,250	£50
	Single Item Limit	£250		£250		£500	
	Ski Equipment – hired	£250	£100	£250	£75	£500	£50
	Single Item limit	£250		£250		£300	
	Ski Hire	£25 per 24 hours up to £250	Nil	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil
	Delayed Ski Equipment	£100	Nil	£150	Nil	£150	Nil
	Ski Pack	£25 per 24 hours up to £250	Nil	£35 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil
	Piste Closure	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil	£40 per 24 hours up to £400	Nil
	Avalanche Cover	£50 per 12 hours up to £300	£100	£50 per 12 hours up to £300	£75	£75 per 12 hours up to £600	£50
19	Cruise Cover:						
	Missed Port Departure	£250	£100	£500	£75	£750	£50
	Cabin Confinement	£75 per 24 hours up to £300	£100	£75 per 24 hours up to £450	£75	£75 per 24 hours up to £600	£50
	Unused Excursions	£250	£100	£300	£75	£400	£50
	Itinerary Change	£50 per port up to £100	Nil	£50 per port up to £150	Nil	£50 per port up to £250	Nil
	Cruise Interruption	£200	£100	£250	£75	£400	£50
20	Golf:						
	Golf Equipment	£500	£100	£750	£75	£1,000	£50
	Single Item Limit	£150		£150		£200	
	Golf Equipment Hire	£20 per 24 hours up to £150	Nil	£20 per 24 hours up to £200	Nil	£20 per 24 hours up to £200	Nil
	Nonrefundable Golfing Fees	£50 per 24 hours up to £200	Nil	£75 per 24 hours up to £300	Nil	£75 per 24 hours up to £300	Nil
	Hole in One	No Cover	Nil	No Cover	Nil	£100	Nil

21	Business:						
	Business Equipment	£500	£100	£750	£75	£1,000	£50
	Single Item Limit	£250		£400		£500	
	Computer Equipment	£500	£100	£750	£75	£1,000	£50
	Business Samples	£250	£100	£400	£75	£500	£50
	Delayed Business Equipment	£100	Nil	£150	Nil	£200	Nil
	Emergency Equipment Courier	£100	Nil	£150	Nil	£200	Nil
	Business Equipment Hire	£50 per 24 hours up to £250	Nil	£50 per 24 hours up to £350	Nil	£50 per 24 hours up to £500	Nil
	Business Money	£500	£100	£750	£75	£1,000	£50
	Cash Limit	£150		£300		£500	
	Additional Personal Accident	£10,000	Nil	£25,000	Nil	£50,000	Nil
22	End Supplier Failure	£1,500	Nil	£1,500	Nil	£1,500	Nil
23	Travel Dispute	£25,000	£35	£25,000	£35	£25,000	£35

HEALTH/PRE-EXISTING MEDICAL CONDITIONS

Your policy can cater for travellers with pre-existing medical conditions and their travelling companions. For the purposes of this insurance, You are considered to have a pre-existing medical condition if You answer "Yes" to any part of the following question, which You were asked when You applied for insurance with Us:

- Has anyone travelling with you or anyone on whose health Your Trip may depend ever had treatment for:
 - Any heart or circulatory condition?
 - Any type of diabetes?
 - A stroke or high blood pressure?
 - Any type of cancer, whether in remission or not?
 - Any lung or breathing condition?
 - An organ transplant or dialysis?
- In the last 5 years, has anyone travelling or anyone on whose health Your Trip may depend suffered from a serious or recurring medical condition, been prescribed medication or received treatment or attended a medical practitioner's surgery?
- In the last 5 years, has anyone travelling or anyone on whose health Your Trip may depend been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient?
- Has anyone travelling or anyone on whose health Your Trip may depend been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders?
- Has anyone travelling or anyone on whose health Your Trip may depend been placed on a waiting list currently for investigations or treatment?
- Has anyone travelling or anyone on whose health Your Trip may depend been diagnosed by a medical practitioner as suffering from a terminal illness? If so, how long is the terminal prognosis from the date of return from Your Trip?

Please note

- You must be fit to undertake Your planned Trip
- You must not travel against medical advice or with the intention of obtaining medical treatment or consultation abroad.
- We will cover You for pre-existing medical conditions You have declared to Us and which We have accepted in writing. These medical conditions are set out in the "Medical Condition Declaration Schedule"
- We will not cover You for any pre-existing conditions which do not appear in the "Medical Condition Declaration Schedule"
- We will not cover You if Your state of health was worse than You declared to us at the time You purchased Your policy.
- Please check that the information set out in the "Medical Condition Declaration Schedule" is correct. If it is not, You must call Just Travel Insurance on **0844 477 0606** to tell us immediately.

Electing to exclude cover for pre-existing medical conditions

You were given a choice to exclude cover for these conditions when You applied for insurance. However, We do not recommend that You do this as You are exposing to substantial medical and repatriation expenses if You fall ill abroad, moreover, if You cancel or Curtail Your Trip due to a pre-existing condition Your claim will not be covered.

If You did choose to exclude pre-existing conditions but change Your mind before You travel, please call Just Travel Insurance and We will try Our best to cover them.

Non-travelling Relatives

If You have a non-travelling Close Relative with a pre-existing medical condition who dies or falls seriously ill and as a result You wish to cancel or Curtail Your Trip, You will be covered only if the relative's doctor states that at the time insurance was taken out he/she would not have foreseen such a serious deterioration in his or her patient's condition.

Change in Your State of Health

After taking out this policy Your state of health may deteriorate or You may develop a new medical condition. If this occurs before You travel You must tell Us by calling Just Travel Insurance. We have the right to increase Your premiums or refuse to cover You on Your Trip.

Waiting list

If You are currently on a waiting list for treatment or investigation, Our policy will not provide cover for Cancellation or Curtailment under the following circumstances:-

- You receive an appointment for treatment of investigation which conflicts with Your planned Trip, or
- As a result of the awaited treatment or investigation You become unable to travel on Your planned Trip.

Being on a waiting list for treatment or investigation does not affect cover whilst You are away for medical conditions which have been declared to, and agreed by, Us. Should You become aware of a change in Your diagnosis before You travel, please notify Us immediately. If You are awaiting an initial diagnosis for symptoms You are currently experiencing, We are unable to provide cover until You have a confirmed diagnosis.

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** Doctor and Midwife are aware of **Your** travel plans, that there are no known complications and that **You** are not travelling against any medical advice.

By Air – after 28 week most airlines will require a letter from **Your** Doctor or Midwife confirming **Your** estimated date of delivery and stating that there are no complications. **You** may travel, but **Your Trip** 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** Doctor or Midwife are aware of **Your** travel plans and that there are no known complications.

Reciprocal Health Agreements

Some countries have a reciprocal health care agreement with the **United Kingdom** (e.g the countries in the European Union, Switzerland, Australia and New Zealand)

United Kingdom residents are entitled to necessary medical treatment on a temporary visit to a European Union country, either free of charge or at a reduced cost by using the European Health Insurance Card (EHIC).

You can apply for an EHIC at **Your** local post office or by calling 0845 606 2030 or online at www.Ehic.org.uk

If **You** use the EHIC, and this results in a reduction in the medical bills **We** have to pay, **We** will waive the **Excess** on **Your** claim.

Please note that **Your** policy covers many costs which are not covered by reciprocal health agreements. For example such agreements do not cover the cost of repatriation, additional accommodation costs or the cost of a relative or friend to stay behind, or travel from the **United Kingdom**, to accompany **You Home** if **You** are ill. Moreover, the cost of prescriptions or emergency dental treatment are often excluded.

DEFINITIONS

The following words and expressions used in **Your** policy shall mean as follows when they appear in bold type.

Assistance Company

Mayday Assistance, 16-17 Queens Road, Brighton, East Sussex, BN1 3WA
Telephone +44 (0) 1273 624661
Email: operations@maydayassistance.com

Business Equipment

Computer equipment, communication devices and other business related equipment which is carried by **You** in the course of **Your Trip**.

Business Money

Sterling, foreign currency and travellers cheques provided to **You** exclusively for use in conjunction with **Your** business or that of **Your** employer during the duration of **Your Trip**.

Close Business Associate

Any person in the same employment as **You** whose absence from work necessitates **You** having to cancel **Your Trip** as certified by **Your** Senior Director or Partner.

Close Relative

Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

Curtail/Curtailment

Return early to **Your Home** after the commencement of the **Outward Journey**.

Excess

The first part of a loss **You** will have to pay **Yourself** under the Policy conditions.

Family

A single parent or two parents travelling together with their child or children (aged under 18 years) for whom they are the legal guardians and who all reside together.

Geographical Area

The area or country shown on **Your Policy Schedule** and for which the appropriate premium has been paid

Golf Equipment

Golf clubs, golf balls, golf bag, golf trolley and golf shoes.

Hazardous Pursuits

Any pursuit or activity where it is recognised there is an increased risk of injury or accident or can be reasonably expected to aggravate any existing infirmity.

Home

Your permanent residence in the **United Kingdom**.

Loss of Limb

Total loss of use by physical severance at or above the wrist or ankle.

Loss of Sight

The complete and permanent loss of sight in one or both eyes.

Manual Work

Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **Your** bodily injury or illness. (nursing will not be considered to be manual work).

Medical Practitioner

A registered practising member of the medical profession who is not related to **You** or to **Your** travelling companion, or any person **You** intend to stay with.

Mobility Aids

Wheelchairs, motorised wheelchair, mobility scooter, walking frame, prosthetic limb, walking stick or crutches.

Money

Cash, postal and money orders and lift passes (in respect of winter sports **Trips** where the appropriate premium has been paid), held by **You** for social, domestic and pleasure purposes.

Outward Journey

The initial journey in conjunction with **Your Trip** from **Your Home** in the **United Kingdom**.

Period of Insurance/Operative Time of Cover

The **Period of Insurance/Operative Time of Cover** for all sections except cancellation commences when **You** leave **Home** in the **United Kingdom** to start **Your Trip** and ends when **You** have returned to **Your Home** in the **United Kingdom**. If **Your** return is unavoidably delayed for an insured reason, cover will be extended free of charge until **You** are able to return.

The Period of Insurance under Cancellation

Cancellation commences when the premium has been paid and ends when **You** depart the **United Kingdom** on **Your** Outbound Journey.

If **You** have chosen an Annual Multi **Trip** Insurance the **Outward Journey** and Return to **Your Home** in the **United Kingdom** must be pre-booked prior to the **Outward Journey** and take place during the start and end date of the insurance, shown on the **Policy Schedule**. The total duration of any one **Trip** is limited to a maximum of 93 days (however please refer to **Policy Schedule** for full details of duration) and any **Trip** exceeding this duration will not be covered in whole or in part. **Trips** within the British Isles must involve at least 2 nights pre-booked accommodation away from **Your** normal place of residence in order to be insured by **Your** policy.

Personal Accident

Accidental bodily injury caused solely and directly by external, violent and visible means.

Personal Possessions

Suitcases (or other luggage carriers) and their contents taken on **Your Trip** together with articles worn or carried by **You** for **Your** individual use during **Your Trip** (but excluding items mentioned in the exclusions).

Permanent Total Disablement

Disablement which prevents **You** from carrying out any and every occupation for a period of 12 months after an accident sustained during **Your Trip** and which is, at the end of that period, beyond reasonable hope of improvement.

Policy Schedule

Your Policy Schedule sets out the type of policy arranged for **You**, along with policy number, dates of cover and the maximum duration of cover. **Your** personal contact details are shown along with any additional options you have requested, the names of the people covered for the **Trip** and medical conditions disclosed in relation to you and those travelling with you.

This is a very important document and **You** should check that all the information contained therein is correct before **You** travel and take it with **You** when travelling.

Psychiatric Condition

Neurosis, psychoneurosis, psychopathies, psychoses or mental or emotional diseases or disorders of any type.

Public Transport

Train, Coach, Taxi, Bus, Aircraft and Sea Vessel on which **You** are a fare-paying passenger.

Redundancy

Redundancy of an **Insured Person** covered under **Your** policy who has been employed for two continuous years with the same employer at the time of being made redundant.

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.

Strike or Industrial Action

Organised action taken by a group of workers which prevents the supply of goods and services on which **Your Trip** depends.

Terrorism

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

Trip

The period between leaving **Your Home** to commence travel on the **Outward Journey** and returning to **Your Home** in the **United Kingdom** (including the period of **Your** stay away from **Home** between these two events)

Unattended

Left away from **Your** person where **You** are unable to clearly see or retrieve **Your Personal Possessions** or **Money** or Passports, Tickets and Documents (unless packed in the locked boot of a vehicle whilst **You** are travelling in it).

United Kingdom

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man except under Geographical Limits where Channel Islands and the Isle of Man are considered to be part of Europe.

Valuables

Jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs or leather clothing, (apart from footwear) cameras, camcorders, portable satellite navigation systems, photographic, audio, video, computer, television and telecommunications equipment (including mobile phones, MP3/4 players, iPods, Kindles, ebooks, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

We/Us/Our

For all Sections other than Travel Dispute and End Supplier Failure Insurance;

Syndicate 1200 at Lloyd's, London managed by Argo Managing Agency Limited and other subscribing syndicates whose definitive numbers and proportions will be provided upon request.

Travel Dispute will be provided by Legal Insurance Management Ltd, 1 Hagley Court North, The waterfront, Brierley Hill, West Midlands, DY5 1XF

End Supplier Insurance will be provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham Kent BR4 0PR, United Kingdom

You/Your/Yourself/Insured Person(s)

Means each person named in the **Policy Schedule**.

HAZARDOUS PURSUITS

You are not covered for taking part in any **Hazardous Pursuits** unless it is listed below. If **You** are going to take part in any activity which may be considered dangerous or Hazardous that is not detailed below please contact Just Travel Insurance who will contact **Us** to see if **We** can provide cover. Please note that under Personal Liability **You** will not be covered for liability caused directly or indirectly by **You** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

The following sporting activities when participated in for recreational purposes incidental to a **Trip** and not in organized competitions or in any professional capacity are not considered to be **Hazardous Pursuits** and are not subject to the special provisions of the endorsement below:

Roller Skating, Basketball, Bowls, Snorkelling, Cricket, Cycling, Squash, Tennis, Volley Ball, Fishing, Water Polo, Golf, Racket Ball, Rambling, Badminton, Rounders, Football. Cover for the following activities that are considered to be **Hazardous Pursuits** is included for recreational purposes only and not for competitions or any professional activity subject to the following endorsement:

The exclusion of **Hazardous Pursuits** in the General Exclusions is deleted only with respect to cover under Medical and Other Expenses Section and under **Curtailed Section** cover (but not **Cancellation**) for participation in the following **Hazardous Pursuits** on a non-professional (amateur) and recreational basis provided that **You** ensure the activity is adequately supervised and that appropriate safety equipment (such as protective head wear, life jackets and similar protective equipment) are worn at all times and **You** do not participate in such **Hazardous Pursuits** for more than 90 days in any one **Period of Insurance**. The acceptable **Hazardous Pursuits** list is:

Category A

Your Insurance automatically covers **You** for the following activities:

- Aerobics
- Angling
- Archery (amateur)
- Badminton (amateur)
- Banana Boating
- Baseball (amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified)
- Dinghy Sailing
- Fell Walking/Fell running
- Fencing
- Fishing
- Football /Soccer(amateur)
- Golf (amateur)
- Hiking (under 2000m altitude/established/documented paths/routes no altitude limit)
- Jet Boating
- Jogging
- Motorcycling up to 50cc with licence appropriate to the cc, wearing a crash helmet - no racing
- Netball (amateur)
- Orienteering
- Outward-bound Pursuits (Ground level Only)
- Paintballing
- Parascending/Parasailing (over water) towed by boat
- Pony Trekking
- Racquetball
- Rambling
- River Canoeing up to Grade 3
- Roller Blading
- Roller Skating
- Rounders
- Sail Boarding
- Sailing within Territorial Waters (inland/coastal waters within 12 mile)
- Skate Boarding
- Snorkelling
- Snooker/Pool/Billiards
- Squash (amateur)
- Surfing (amateur)
- Swimming
- Table Tennis
- Ten pin bowling
- Tennis (amateur)
- Trekking (under 2000m altitude) established paths no max altitude)
- Tug of war
- Underground activities (as part of an organised excursion/tour)
- Volleyball (amateur)
- War Games
- Water Polo (amateur)
- Water Skiing (amateur) inland/coastal waters within 12 mile (excluding jumping)
- Windsurfing (amateur) inland/coastal waters within 12 mile
- Weightlifting
- Work Abroad - Non Manual Work (Including professional, administrative or clerical duties only)

The following activities are examples of what are known as 'Hazardous Pursuits' and are not covered by this insurance unless an additional premium has been paid and the validation schedule shows the cover has been provided.

Category B

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Category A plus the following activities:

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (1)
- Bungee Jump (up to 3 additional)
- Black Water Rafting (grade 1 to 4) Life jacket and helmet must be worn
- Camel/Elephant Riding/Trekking (non incidental)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Go Karting (specific use)
- Gymnastics
- Hiking (between 2000 & 6000 meters altitude)
- Hockey (amateur)
- Horse Riding (up to 7 days - no polo, hunting, Jumping)
- Hot Air Ballooning (non incidental)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non incidental)
- Kayaking
- Martial Arts (training only)
- Mountain Biking
- Motorcycling up to 125cc with a licence appropriate to the cc, wearing a crash helmet - no racing
- Quad Biking
- Rambling/Trekking between 2001 and 4000m
- Rowing (inland/coastal waters within 12 mile)
- Rugby (amateur Competition)
- Safari (UK Organised or Tour Operator organised before departure)
- Safari (non UK organised - not involving use of firearms)
- Scuba Diving (up to 30m as long as PADI qualified or equivalent to that depth) and provided adequately supervised/not diving alone.
- Sea Fishing (non incidental)
- Track Events
- White Water Rafting – Grades 1 to 4
- Work Abroad - Manual work (ground level no machinery)

SCUBA or skin diving to a maximum depth of 30 meters will be covered provided that **You** hold a British Sub Aqua Club (B.S.A.C.) or equivalent certificate of proficiency for the dive being undertaken or **You** are under the direct supervision of a qualified instructor; are diving with proper equipment and not contrary to B.S.A.C. codes of good practice; are not solo/ cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any medical condition likely to impair **Your** fitness to dive.

Category C

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Category A and B plus the following activities:

- Abseiling
- American Football (amateur)
- Gliding
- Ice Skating (rink only)
- Marathon Running (amateur)
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Running – sprint/long distance (amateur)
- Sand Boarding
- Sand surfing/Sand safaris/skating
- Skiing/dry slope/big foot
- Sledging
- Snow Boarding/kiting/mobiling/shoeing/dry slope
- Triathlon
- White water rafting/canoeing grades 5-6
- Yachting/boating (racing/crewing) outside territorial waters
- Yachting/boating (racing/crewing) inside territorial waters (Inland/coastal waters within 12 mile)

Category D

Provided **You** have paid the appropriate premium **You** will be covered for all of the activities listed in Category A, B and C plus the following activities:

- Animal riding (other than specifics)
- BMX cycling
- Bob Sleighing
- Canyoning
- Hang Gliding
- Heli skiing
- High Diving under 5m (amateur, excluding cliff diving) from a purpose built board over man made pool
- Horse Jumping (no Polo, Hunting)
- Ice hockey (indoor rink)
- Kite Surfing
- Micro Lighting
- Land Yachting
- Lugging

- Motor rallies
- Parasailing/Parascending (over land)
- Rock Climbing (under 2000 meters)
- Rock Scrambling (under 4000 meters)
- Sand Yachting
- Show Jumping(no polo, hunting)
- Sky Diving
- Tandem Sky dive - up to 2 jumps maximum
- Tobogganing
- Wrestling
- Work Abroad - Manual (including use of light machinery)
- Work Abroad - Manual Work (bar and restaurant, waitress, waiter, chalet maids, au pair, nanny's, occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)

SECTION 1 - CANCELLATION

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for the cost of unused travel, accommodation arrangements and activities which **You** have paid, or **You** have contracted to pay, and which **You** have had to necessarily and unavoidably cancel before **You** commence **Your Trip** (including ski hire, ski school and lift passes where the appropriate winter sports premium has been paid), due to:

1. the death or disablement by bodily injury, illness or being subject to quarantine of (a) **You**, (b) any person **You** were intending to travel or stay with, (c) a **Close Relative** of **Yours** or of any person **You** were intending to travel with or (d) a **Close Business Associate** of **Yours**; or
2. **You** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **Your** employment would normally require **You** to attend court); or
3. **Your Redundancy** or the **Redundancy** of any person **You** were 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 **Your** policy was issued; or
4. **Your Home** being made uninhabitable or **Your** 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, or the police requesting **Your** presence following burglary or attempted burglary at **Your Home** or place of business; or
5. **Your** passport, or the passport of any person **You** were intending to travel with being stolen during the seven days before **Your** booked date of departure
6. **You**, an immediate relative of **Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5. Any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
5. prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority,
7. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
8. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**.
9. anything mentioned in the General Exclusions.

SECTION 2 - CURTAILMENT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. the value of that portion of **Your** travel and/or accommodation arrangements paid for before **Your Trip** commenced and which are unused as well as ski hire, ski school and lift passes (if the appropriate winter sports premium has been paid) if **You** 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. **Your Close Relative** resident in the **United Kingdom**
 - iii. **Your Close Business Associate** 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** booked **Trip**, due to loss or theft of **Your** passport, or that of any person **You** are travelling with.
The amount paid by **Us** in settlement of the claim will be based on an appropriate pro-rata proportion of the total travel and accommodation costs.
2. reasonable additional travelling expenses incurred by **You** to return to **Your Home** (including Economy Class travel) earlier than planned for a reason stated in cover (1) of this section.
3. **You**, an immediate **Close Relative** of **Yours** or any person **You** intended to travel with, who is a member of the Armed Forces, emergency services or a government employee and being ordered to return to duty.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. if **You** do not obtain a medical certificate from a **Medical Practitioner**, confirming that cancellation of the **Trip** is medically necessary;
3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5. Any extra charges from the company **You** booked travel or accommodation with because of **Your** failure to notify them immediately it was found necessary to cancel;
5. prohibitive regulations by the Government of any country;
6. where a theft of a passport has not been reported to the relevant authority,
7. any circumstance that could reasonably be anticipated at the time **You** booked **Your Trip**.
8. **Your** disinclination to travel or continue **Your Trip** or any loss of enjoyment on **Your Trip**.
9. anything mentioned in the General Exclusions.

SECTION 3 - MEDICAL & REPATRIATION EXPENSES

1. Journeys outside the United Kingdom

We will pay

1. Up to the amount shown in the **Schedule of Cover & Limits** for:

- a. medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only), ambulance charges, reasonable accommodation and/or travelling and/or repatriation expenses to the **United Kingdom** (including such reasonable and necessary additional accommodation and travelling expenses including those of one **Close Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred outside the **United Kingdom** on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative Time of Cover**
 - b. reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her home or place of business within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Operative Time of Cover** of the **Insured Person's Close Relative** or **Close Business Colleague**
2. the reasonable charges in the event of death occurring during the **Operative Time of Cover** of:
- a. burial or cremation of the **Insured Person** in the locality where death occurs not exceeding £1,500 in total or
 - b. transporting the **Insured Person's** remains or ashes to his/her home in the **United Kingdom** (excluding funeral or interment costs) not exceeding £5,000 in total subject to the prior approval by **Us**.

PROVIDED THAT:

1. cover under this Section shall apply only in respect of **Trips** outside the **United Kingdom**
2. the amount payable shall not exceed the amounts stated in the **Schedule of Cover & Limits** and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. **We** reserve the right to repatriate to the **United Kingdom** when in the opinion of the **Our** medical advisers the **Insured Person** is fit to travel
4. the **Assistance Company** is notified:
 - a. prior to the **Insured Person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
 - b. prior to any repatriation arrangements being made
 - c. in the event of the death of the **Insured Person** – Prior to burial, cremation or transportation of the **Insured Person's** remains to the **United Kingdom** and has authorised any costs to be incurred.

Excess

This insurance does not cover the first amount per **Insured Person** as shown in the **Schedule of Cover & Limits** in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHC or contribution from the **Insured Person's** private health insurance in which case provided that liability has been accepted by **Us** for such reduced medical expenses the **Excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of the **Excess** per person as shown in the **Schedule of Cover & Limits**.

2. Journeys within the United Kingdom

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. Reasonable accommodation and/or travelling and/or repatriation expenses to the **Insured Person's** home or to the most suitable hospital or nursing home near to the **Insured Person's** home within the **United Kingdom** (including reasonable and necessary additional accommodation and travelling expenses of one **Close Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative Time of Cover**
2. £1,000 in total in respect of reasonable charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's** home in the **United Kingdom** (excluding funeral or interment costs) in the event of death occurring during the **Operative Time of Cover**
3. £500 in total in respect of all reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her home or place of business within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Operative Time of Cover** of a **Close Relative** or **Close Business Associate**.

PROVIDED THAT:

1. cover under this Section 2 shall apply only in respect of **Trips** solely within the **United Kingdom**
2. the amount payable shall not exceed the amounts stated in the **Schedule of Cover & Limits** and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
3. the **Assistance Company** is notified prior to any repatriation or transportation arrangements being made and has authorised any costs to be incurred

Excess

This insurance does not cover the first amount per **Insured Person** as shown in the **Schedule of Cover & Limits** in respect of each separate incident giving rise to a claim hereunder.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. any sums which can be recovered by **You** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
3. normal pregnancy, without any accompanying, injury, illness or complication. This section is designed to provide cover for unforeseen events, injuries and illness and normal childbirth would not constitute an unforeseen event.
4. **You** not complying with the Health and Pre-Existing Medical Conditions on page 4-5.
5. any expenses incurred for illness, injury or treatment required in consequence of:
 - a. surgery or medical treatment which in the opinion of the attending doctor and the emergency **Assistance Company** doctor can be reasonably delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
 - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **Your Home** Country if this is **Your** usual country of residence;
6. preventative treatment which can be delayed until **Your** return to **Your Home** country if this is **Your** usual country of residence;
7. **You** not having obtained a written certificate of fitness and ability to travel and endure the **Trip** where **You** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **Your Trip**;
8. claims that are not confirmed as medically necessary by the attending doctor or the emergency **Assistance Company**;
9. 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;
10. any additional hospital costs arising from single or private room accommodation unless medically necessary;
11. expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication;
12. costs that arise over 12 months after a claim was first notified;
13. anything mentioned in the General Exclusions.

SECTION 4 - UK HOSPITAL TRANSFER AND ADDITIONAL EXPENSES

1. Hospital Transfer Expenses

We will pay

If during the **Operative Time of Cover** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which during the **Operative Time of Cover** results in him/her being:

1. repatriated to the **United Kingdom** by the **Assistance Company** and admitted as an inpatient or
2. directly admitted as an inpatient at a hospital or nursing home within the **United Kingdom** but more than 35 miles from his/her home within the **United Kingdom**, **We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in total in respect of:
 - a. costs reasonably and necessarily incurred on behalf of the **Assistance Company** in transferring the **Insured Person** to the most suitable hospital or nursing home nearest to his/her home within the **United Kingdom**. Such costs to include the cost of medical, surgical or remedial treatment given or prescribed by a qualified **Medical Practitioner** and hospital and nursing home treatment and ambulance charges necessary to enable such transfer to be undertaken but without which such transfer could not be undertaken

PROVIDED THAT:

1. such transfer is made with the consent of the qualified **Medical Practitioner** attending the **Insured Person**
2. in the professional opinion of the qualified **Medical Practitioner** attending the **Insured Person** and/or **Our** medical advisers the **Insured Person** will remain continuously hospitalised for at least 72 hours following completion of such transfer
3. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **Insured Person** is to be transferred
4. **We** shall not be liable for the cost of:
 - a. any medical, surgical or remedial treatment or any other costs:
 - i. incurred following completion of such transfer
 - ii. which would have been incurred had such a transfer not been undertaken
 - b. transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness
 - c. all costs reasonably and necessarily incurred by the **Assistance Company** in returning:
 - i. the **Insured Person's Personal Possessions**
 - ii. if applicable – the private motor vehicle driven by the **Insured Person** on the **Trip** during which such accidental bodily injury or illness occurred to the **Insured Person's** home or place of business within the **United Kingdom** (whichever is reached first).

2. Return Home Costs

We will pay

If during the **Operative Time of Cover** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which in the opinion of the qualified **Medical Practitioner** attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than 72 hours after his/her scheduled date and time of return to his/her home or place of business within the **United Kingdom** by the same means of transport by which he/she undertook the **Trip** during which such accidental bodily injury or illness occurred **We** will at the request of the **Insured Person** pay up to the amount shown in the **Schedule of Cover & Limits** in respect of all costs reasonably and necessarily incurred:

1. with the authority of the **Assistance Company** in respect of the **Insured Person's** additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such accidental bodily injury or onset of illness until the time of return to such home or place of business within the **United Kingdom** (whichever is reached first)
2. by the **Assistance Company** to return:
 - a. the **Insured Person**
 - b. the **Insured Person's Personal Possessions**
 - c. if applicable – the private motor vehicle driven by the **Insured Person** on the **Trip** during which such accidental bodily injury or illness occurred to such home or place of business within the **United Kingdom** (whichever is reached first).

3. Additional Expenses – Accompanying Travellers and Visiting Family

We will pay

If during the **Operative Time of Cover** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which results in a valid claim under sub-section 1 or 2 of this Section:

1. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the **Insured Person** was travelling on the **Trip** when such bodily injury or illness occurred provided that it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred
2. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children of either of them for the purposes of visiting the **Insured Person** whilst he/she remains in a hospital or nursing home within the **United Kingdom** as a direct result of such bodily injury or illness

Conditions

1. As soon as is practicable after the occurrence of any accidental bodily injury or onset of illness which may be the subject of a claim under this Section the **Insured Person** shall place himself/herself under the care of a qualified **Medical Practitioner** whose advice he/she must follow.
2. All such additional travel, subsistence and accommodation expenses must be authorised by the **Assistance Company** prior to being incurred.

Excess

This insurance does not cover the first amount per person as shown in **Schedule of Cover & Limits** in respect of each separate incident giving rise to a claim hereunder

Exclusions

This insurance does not cover:

1. repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the **Assistance Company**
2. costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
3. all costs recoverable under Section 3 – Medical and Repatriation Expenses.

SECTION 5 - HOSPITAL BENEFIT

Should **You** suffer Bodily Injury or illness during the period of travel, **We** will pay up to the amount shown in the schedule of cover and limits for each full 24 hours that **You** spend as an inpatient in a hospital outside the **United Kingdom**.

SECTION 6 - PERSONAL EFFECTS & BAGGAGE

We will pay

1. Personal Baggage

Up to the amount shown in the **Schedule of Cover & Limits** for the value of repair or replacement of **Your** own **Personal Possessions** (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 all **Valuables** in total is limited to the amount shown in the **Schedule of Cover & Limits**, for any single article, pair and/or set of articles limited to the amount shown in the **Schedule of Cover & Limits**.

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 & Limits** for the cost of buying replacement necessities if **Your** own **Personal Possessions** 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 be necessary in the event of a claim.

NOTE

Any amount **We** pay **You** under 2 (Delayed Baggage) will be deducted from **Your** claim if **Your Personal Possessions** proves to be permanently lost.

We will not pay for claims arising directly or indirectly from

- the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident (not applicable to Delayed Baggage claims);
- if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
- loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access.
- if **Your Personal Possessions** are lost, damaged or delayed in transit, and **You** do not:
 - 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) within 7 days of discovery of damage or loss
- loss, destruction, damage or theft:
 - from confiscation or detention by customs or other officials or authorities;
 - of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/or accessories, televisions, sports gear whilst in use (other than **Ski Equipment** for winter sports **Trips** where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products including electrical tobacco products, satellite navigation systems (GPS) and or/accessories, Personal Digital Assistants (PDA's and/or accessories);
 - due to wear and tear, denting or scratching, moth or vermin;
 - of **Valuables** left as checked-in baggage.
- 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
- Valuables** stolen from an **Unattended** vehicle.
- Personal Possessions** stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry.
- any shortages due to error, omission or depreciation in value;
- any property more specifically insured or recoverable under any other source;
- the cost of replacement locks;
- anything mentioned in the General Exclusions.

SECTION 7 - MOBILITY AIDS

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, if **Your Mobility Aid** is lost, stolen or damaged during **Your Trip**, for the reasonable cost of repair (or if it is beyond economical repair), the reasonable cost of replacement, after deducting an amount for fair wear and tear. In addition, we will pay the cost of temporary hire during **Your** trip.

We will not pay for claims arising directly or indirectly from

- the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**
- damage due to normal wear and tear
- any item more specifically insured or losses recoverable under any other source
- Mobility Aids** now owned by **You**
- If **You** do not exercise reasonable care for the safety and supervision of **Your** property
- anything mentioned in the General exclusions.

SECTION 8 - MONEY AND CASH

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** if **Your** own money is lost or stolen whilst being carried on **Your** person or left in a locked safety deposit box (or equivalent facility).

We will not pay for claims arising directly or indirectly from

- the **Excess** shown in the **Schedule of Cover & Limits** of each and every incident per each **Insured Person** involved in the incident;
- if **You** do not exercise reasonable care for the safety and supervision of **Your** property;
- loss, destruction, damage or theft of any items left **Unattended** in a public place, or a place to which members of the general public have access.
- money stolen from an **Unattended** vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and it is covered so as not to be visible from outside the vehicle, and unless there is evidence of forcible and violent entry.
- any shortages due to error, omission or depreciation in value;
- anything mentioned in the General Exclusions.

SECTION 9 - LOSS OF PASSPORT

We will pay:

Up to the amount shown in the **Schedule of Cover & Limits** for;

1. the reasonable costs in obtaining a replacement passport (or travel document) to enable **You** to return to the **United Kingdom** following the accidental loss or theft of **Your** Passport whilst outside the **United Kingdom**;
2. the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following accidental loss or theft

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
3. loss or theft unless a) **You** have reported the loss or theft to the nearest Police authority within 24 hours of discovery and b) **You** have obtained a written Police report
4. loss of or theft from an **Unattended** vehicle at any time.
5. anything mentioned in the General Exclusions

SECTION 10 - TRAVEL DELAY

This section does not apply to **Trips** within the **United Kingdom**.

We will pay either

1. the sum insured shown in the **Schedule of Cover & Limits** if the departure of the public transport on which **You** are booked to travel is delayed by at least 12 hours
2. up to the amount under section 1 (Cancellation) of **Your** policy as shown in the **Schedule of Cover & Limits** (after deduction of the **Excess** per **Insured Person**) if **You** abandon the **Trip** (on the **Outward Journey** only) after the first full 12 hours due to the delay of **Your** outward or return flight, sea crossing, coach or train departure to or from the **United Kingdom** for more than 12 hours beyond the booked departure time as a result of:
3. **Strike or Industrial Action** (provided that when **Your** policy was taken out, there was no reasonable expectation that the **Trip** would be delayed);
 - a. adverse weather conditions;
 - b. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**; (applicable to 2 above, abandonment claims only)
2. if **You** do not check-in for the flight, 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 duration and the cause of the delay.
4. 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. anything mentioned in the General Exclusions.

NOTE

This section applies for delays only at the final point of international departure point from and to the **United Kingdom**.

SECTION 11 - MISSED DEPARTURE

This section does not apply to **Trips** within the **United Kingdom**

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for necessary and reasonable travel and accommodation expenses required to reach **Your** booked destination, if

1. the vehicle **You** are travelling in to reach **Your** international departure point breaks down or is involved in an accident or
2. the **Public Transport** **You** are using to reach **Your** international departure point is delayed, resulting in **You** arriving too late to commence **Your** booked **Trip**

We will not pay for claims arising directly or indirectly from

1. **You** not allowing sufficient time for **Your** journey to the airport or port or other international departure point to catch the conveyance in which **You** are travelling.
2. **Public Transport** provider failure unless **You** get a letter from the provider confirming that the service did not run on time;
3. the accident or breakdown of **Your** car unless **You** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **You** were travelling in;
4. any delay caused by a riot, civil commotion, **Strike or Industrial Action** which began or was announced before the start date of **Your** policy and the date **Your** travel tickets or confirmation of booking were issued;
5. anything mentioned in the General Exclusions.

SECTION 12 - PERSONAL ACCIDENT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for the following benefits, to **You** or **Your** legal personal representative, if **You** suffer an accident during **Your Trip** which, within 12 months after the date of that accident, is the sole cause of **Your** death or disability:

1. Death
2. **Loss of limb**, total and permanent **Loss of Sight** in one or both eyes
3. **Permanent Total Disablement**
4. (for persons aged under 18 years or over 75 years at the time of the incident, the death benefit will be limited to funeral expenses up to £5,000 and there will be no cover for **Permanent total disablement**)

We will not pay for any claims for death, loss or disablement caused directly or indirectly from

1. **Your** sickness or disease
2. **Your** physical or mental condition that is gradually deteriorating;
3. an injury which existed prior to the commencement of the **Trip**;
4. pregnancy;
5. any claims under this section not notified to **Us** within 12 months of the date of the accident;
6. anything mentioned in the General Exclusions.

SECTION 13 - PERSONAL LIABILITY

We will pay

Up to the amount shown in the Schedule of Cover & Limits, for **Your** legal expenses and legal liability for damages due an accident that happened during **Your Trip** for:

1. accidental bodily injury to a third party who is not a member of **Your** family, household or employed by **You**;
2. loss of or damage to property belonging to a third party which does not belong to and 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 (subject to the **Excess** shown in the **Schedule of Cover & Limits** for property damage) that does not belong to **You**, or any member of **Your** family, household or employee.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. Legal expenses or damages resulting from an injury to **Your** employee, or a member of **Your** family or household or damage to the property of **Your** employee, or a member of **Your** family or household
3. fines imposed by a Court of Law or other relevant bodies;
4. anything caused directly or indirectly by:
 - a. liability which **You** are responsible for, because of an agreement **You** have entered into;
 - 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;
 - 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;
5. any claim resulting from venereal disease, sexually transmitted diseases, infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
6. anything mentioned in the General Exclusions.

IMPORTANT NOTE

This section does not cover any claim resulting from the ownership or use of motorised vehicles - so **You** need to take out separate motor insurance cover if **You** intend to drive a car or other vehicle during **Your Trip**.

SECTION 14 - LEGAL EXPENSES

We will pay

Up to the amount shown in the Schedule of Cover & Limits, (but not more than £50,000 in total for all **Insured Persons**) for **Your** legal costs and expenses incurred to claim for compensation or damages if **You** are injured or **You** die during the period of **Your Trip**.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. costs or expenses that **We** have not agreed to;
3. any claim not reported to **Us** within 180 days after the event giving rise to the claim;
4. any claim against a travel agent, tour operator or carrier or **Us**, Just Travel Insurance
5. actions between members of the same family or household, or actions to enforce a judgement or legally binding decision;
6. any claim where **We** consider that **Your** prospects of success in achieving a reasonable benefit are insufficient or where the cost of the action could be more than the settlement;
7. anything mentioned in the General Exclusions.

SECTION 15 - CATASTROPHE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by **You** as a result of being forced to move from the accommodation booked in advance for **Your Trip** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **Operative Time of Cover**.

SECTION 16 - MUGGING BENEFIT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period and in total if **You** are hospitalised during **Your Trip** because of bodily injuries sustained during a mugging or similar violent and unprovoked attack.

We will not pay for claims arising directly or indirectly from

1. any incident where **You** cannot provide a report from the local police
2. failure to notify **Our Assistance Company** as soon as possible after **Your** admission to hospital
3. if **You** do not provide medical evidence from the treating doctor to confirm the injuries and treatment given.
4. anything mentioned in the General Exclusions.

SECTION 17 - HIJACK

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each complete 24 hour period and in total if **You** are prevented from reaching **Your** scheduled destination as a result of the aircraft or sea vessel in which **You** are travelling being hijacked.

We will not pay for claims arising directly or indirectly from

1. the payment of ransom
2. a hijack that has not been reported to or investigated by the police or local authority and a written report has not been provided to **Us** confirming that **You** were involved along with the duration of the hijack which **You** were unlawfully detained.
3. anything mentioned in the General Exclusions.

SECTION 18 - WINTER SPORTS

This section only applies if You have paid the appropriate additional premium and it is shown on Your Policy Schedule.

WINTER SPORTS ACTIVITIES

The below are those activities that We classify as Winter Sports activities:

- Air Boarding
- Big Foot Skiing
- Cross country skiing (recognised paths)
- Dry slope skiing/snowboarding
- Glacier walking or trekking (under 2000m)
- Glacier walking or trekking (over 2000m but under 6000m)
- Heli -skiing with a guide and one drop off point
- Ice fishing
- Kick sledging
- Langlauf
- Monoskiing
- Nordic Skiing (recognised paths)
- Off piste skiing/snowboarding*
- Recreational ski or snowboard racing
- Ski racing or training (non professional)
- Ski Randonnee
- Ski Run walking
- Ski skimming
- Ski touring (with a guide)
- Ski/snowboard fun parks
- Skiing
- Sledging
- Snow biking
- Snow blading
- Snow tubing
- Snow mobiling (Not covering personal accident or liability)
- Snow Zorbing
- Snowboarding
- Tobogganing

*Off Piste Skiing/Snowboarding

Off piste skiing is skiing on unmarked or unprepared or ungroomed pistes or slopes and cover is included provided You never ski alone and adhere to local safety guidelines and warnings and do not ski in a closed or avalanche risk area. If You are not skiing with a guide or instructor Your policy excludes cover where the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.

ACTIVITIES NOT COVERED

We may be able to offer cover for other sports and activities which aren't listed. If You plan to take part in a sport or activity that does not appear in the activity lists above, You should contact Just Travel Insurance for advice.

If You do not tell us about your planned sport or activity We may not pay any claims arising from your participation

IMPORTANT ADVICE TO FOLLOW

- 1 Always adopt and follow the appropriate and recommended safety precautions when undertaking any winter sport activity.
- 2 Check that the area and the snow You wish to ski on is suitable for a skier at Your level.
- 3 Never ski in closed areas
- 4 Never ski alone if going off piste.

Please be aware Your policy excludes cover in the event of any claim where You or the Insured Person has skied alone off piste or the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.

1. SKI EQUIPMENT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for the value of repair or replacement 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 the amount shown in the **Schedule of Cover & Limits** 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 | Nil |

2. SKI HIRE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** 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

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** 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 will be necessary in the event of a claim.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**
2. any sport or activity that is not listed and you have previously not informed us about.
3. **You** not exercising reasonable care for the safety and supervision of **Your** own or **Your** hired ski equipment;
4. **You** not obtaining a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired ski equipment;
5. **Your** own or **Your** hired ski equipment which 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;
6. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
7. **Your** own or **Your** hired ski equipment stolen from 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.
8. anything mentioned in the General Exclusions.

4. SKI PACK

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, in 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.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. claims that are not confirmed as medically necessary by the emergency assistance company 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 mentioned under what **You** are not covered for of Section 3 Medical & Repatriation Expenses Section
4. anything mentioned under the General Exclusions.

5. PISTE CLOSURE

This section only applies between 1 December and 30th April if you are travelling to the Northern hemisphere or between 1 May and 30 September if you are travelling to the Southern hemisphere, if there is a lack of snow in **Your** resort and it closes, which prevent **You** from skiing

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for:

1. the costs **You** have to pay to travel to another resort, or
2. 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**.

We will not pay for claims arising directly or indirectly from

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 insurance;
4. anything mentioned in the General Exclusions.

6. AVALANCHE COVER

We will pay

1. the amount shown in the **Schedule of Cover & Limits** for extra travel and accommodation costs you need to pay if **Your** outward or return journey is delayed for more than 12 hours because of an avalanche.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**
2. the costs incurred if **You** decide to move and it was considered safe to remain in your pre-booked resort.
3. Claims where **You** have not provided a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.
4. Anything mentioned in the General exclusions.

SECTION 19 - CRUISE COVER

This section only applies if have paid the appropriate additional premium and it is shown on **Your Policy Schedule**.

1. MISSED PORT DEPARTURE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for reasonable additional accommodation (room only) and travel expenses necessarily incurred in joining **Your** cruise ship journey at the next docking port if **You** fail to arrive at the international departure point in time to board the ship on which **You** are booked to travel on the initial international journey of your **Trip** as a result of:

1. The failure of scheduled public transport;
2. An accident to or breakdown of the vehicle in which you are travelling;
3. An accident or breakdown occurring ahead of **You** on a motorway or dual carriageway which causes an unexpected delay to the vehicle in which **You** are travelling; or
4. **Strike or industrial action** or adverse weather conditions.

We will not pay for claims arising directly or indirectly from

1. **Strike or industrial action** or air traffic control delay existing or publicly declared by the date this insurance is purchased by **You** or the date **Your Trip** was booked whichever is the later;
2. An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided;
3. Breakdown of any vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturer's instructions; or
4. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any such regulatory body in a country to/from which **You** are travelling.
5. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
6. Additional expenses where **Your** planned arrival time at the port is less than 3 hours in advance of the sail departure time if **You** are travelling independently and not part of an integrated cruise package.
7. Anything mentioned in the General exclusions.

Special conditions which apply to this section:

Under this policy you must:

1. In the event of a claim arising from any delay arising from traffic congestion obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. Allow sufficient time for the scheduled public transport or other transport to arrive on schedule and to deliver you to the departure point.

2. CABIN CONFINEMENT

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** each 24 hour period that you are confined by the ships medical officer to **Your** cabin for medical reasons during the period of the trip.

We will not pay claims directly or indirectly from

1. Any confinement to **Your** cabin which has not been confirmed in writing by the ships medical officer.
2. Anything mentioned in the General exclusions.

3. UNUSED EXCURSIONS

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for the cost of pre-booked excursions, which **You** were unable to use as a direct result of being confined to **Your** own cabin due to an accident or illness which is covered under section 3 - Medical Expenses.

We will not pay claims directly or indirectly from

1. anything mentioned in the General exclusions.

4. ITINERARY CHANGE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for each missed port in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions. This must be confirmed by the cruise operator in writing confirming the reason for the missed port.

We will not pay claims directly or indirectly from

1. a missed port caused by **strike or industrial action** if the **strike or industrial action** was notified at the time that the insurance was purchased.
2. **Your** failure to attend the excursion as per your itinerary.
3. when your ship cannot put people ashore due to a scheduled tender operation failure.
4. Anything mentioned in the General exclusions.

5. CRUISE INTERRUPTION

We will pay

Up to the amount shown in the **Schedule of Cover & Limits** for additional travel expenses incurred to reach the next port in order to re-join the cruise, following **Your** temporary illness requiring hospital treatment on dry land.

We will not pay claims directly or indirectly from

1. Where less than 25% of the **Trip** duration remains.
2. a known pre- existing medical condition affecting **You** unless **You** have declared all pre-existing medical conditions to **Us** and **We** have written to you accepting them for insurance.
3. Anything mentioned in the General exclusions.

Special conditions which apply to this section

Under this policy you must:

1. Prior to arranging any additional travel, contact **Us** so that **We** can approve and assist with any travel arrangements. **You** must also obtain a medical certificate from the **Medical Practitioner** in attendance to confirm the details of your unforeseen illness or injury.

If, at the time of requesting our assistance in the event of an interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to your unforeseen illness or injury, **We** will make all necessary arrangements at **Your** cost and arrange appropriate reimbursement as soon as the claim has been validated.

SECTION 20 - GOLF COVER

This section only applies if **You** have paid the appropriate additional premium and it is shown on **Your** Policy Schedule.

1. GOLF EQUIPMENT

We will pay

1. **Loss of Golf Equipment**
Up to the amount shown in the **Schedule of Cover & Limits**, for the value of repair or replacement of **Your** own **Golf Equipment** (after making proper allowance for wear and tear and depreciation) or hired **Golf Equipment**, if they are lost, stolen or damaged during **Your Trip**, for any single article limited to the amount shown in the **Schedule of Cover & Limits**.

Please note:

Claims for owned **Golf 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 | Nil |

2. Hire of **Golf Equipment**

Up to the amount shown in the Schedule of Cover & Limits, for the reasonable cost of hiring replacement **Golf Equipment** as a result of the accidental loss, theft or damage of **Your** own **Golf Equipment** during the **Period of Insurance**.

We will not pay for claims arising directly or indirectly from

1. the **Excess** shown in the **Schedule of Cover & Limits** per **Insured Person**;
2. if **You** do not exercise reasonable care for the safety and supervision of **Your** own or **Your** hired **Golf Equipment**;
3. where **You** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **Your** own or **Your** hired **Golf Equipment**;
4. where **Your** own or **Your** hired **Golf Equipment** are 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 Carrier's Report (or Property Irregularity Report in the case of an airline) or,
 - b. follow up in writing within seven 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. loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
6. **Your** own or **Your** hired **Golf Equipment** being stolen from 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.
7. Anything mentioned in the General Exclusions.

2. LOSS OF GREEN FEES

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, in total for the unused portion of **Your** Green Fees costs paid for or contract to be paid for before **Your** **Trip** commenced, where **You** do not **Curtail** the **Trip**, but are certified by a **Medical Practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the **Trip** and where there is confirmation that no refund is available for the unused Green Fees.

We will not pay for claims arising directly or indirectly from

1. claims that are not confirmed as medically necessary by the emergency **Assistance Company** and where a medical certificate has not been obtained from the attending **Medical Practitioner** abroad confirming that **You** are unable to golf and unable to use the golf facilities;
2. anything mentioned under What **You** are not covered for of Medical & Repatriation Expenses Section.
3. Anything mentioned in the General Exclusions.

3. HOLE IN ONE

We will pay

Up to the amount shown in the **Schedule of Cover & Limits**, if **You** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organized competitive game on any golf course.

NOTE

This benefit will only be payable once in any game and is subject to a minimum hole length of 150 metres.

We will not pay for claims arising directly or indirectly from

1. where **You** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
2. anything mentioned in the General Exclusions.

SECTION 21 - BUSINESS EQUIPMENT

This section only applies if **You** have paid the appropriate additional premium and it is shown on **Your** Policy Schedule.

1. BUSINESS EQUIPMENT

We will pay

up to the Sum Insured shown in the **Schedule of Cover & Limits** for the loss, theft or damage of **Your** **Business Equipment** suffered during the **Period of Insurance**.

2. BUSINESS EQUIPMENT HIRE

We will pay up to the Sum Insured shown in the **Schedule of Cover & limits** for the reasonable cost of hiring replacement business equipment if during the **Period of Insurance** the business equipment held by **You** for business reasons is lost, stolen or damaged.

3. BUSINESS MONEY

We will pay **You** up to the Sum Insured shown in the **Schedule of Cover & Limits** for the following business items that **You** are responsible for:

1. Business Money
2. Travel Tickets
3. Green Card

If **Business Money** is collected from a bank for use during a **Trip** it will be covered for a period of 72 hours prior to the start of a **Trip** and shall continue for the same period after returning from the **Trip** or until deposited at a bank whichever occurs first.

We will not pay for claims arising directly or indirectly from

1. Any loss, theft or damage during **Your** outward or return journey if **You** do not get a written 'carrier's report', or a 'property irregularity report' in the case of an airline. If **You** cannot report the loss, theft or damage to the airline straight away, **You** must do so in writing within seven days
2. Any loss and/or theft not reported to the police within 24 hours of discovery, and a police statement obtained.

3. Any loss, theft or damage whilst left unattended unless **You** have kept them in locked accommodation, a safe or a safety deposit box.
4. Equipment or **Business Money** left in a vehicle overnight.
5. Any loss, theft or damage to mobile phones (including Pocket PC's Blackberrys, iPhone, PDA's and not covered under Business Equipment), loose precious stones, securities, deeds, bonds, stamps or documents of any kind
6. Loss, theft, or damage of equipment and **Business Money** whilst in the custody of the carrier.
7. The **Excess** as shown on **Your** Schedule of Benefits for each and every claim.
8. More than the value of the part of a pair or set which is lost, stolen or damaged.
9. Anything mentioned under the General Exclusions

Conditions

As well as the General Conditions on pages 19, the following Conditions apply:

1. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for that property, it will then belong to **Us**.
2. If **You** purchase a comparable replacement for a lost or damaged article, **We** shall pay for the replacement cost, providing that such article was less than 3 years old at the time and that evidence of the original purchase is provided.
3. All Exclusions and Conditions from the Personal Effects & Baggage - Section 6 will apply to this section.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF END SUPPLIER FAILURE (SECTION 22) AND TRAVEL DISPUTE (SECTION 23)

1. No payment will be made under the following sections without appropriate medical certification.
 - a. Cancellation
 - b. Curtailment
 - c. Medical and Repatriation Expenses
 - d. Hospital Benefit
 - e. Personal Accident
 - f. Personal Liability
 - g. Legal Expenses
 - h. Winter Sports
 - i. Golf Cover
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. At all times **You** must take all reasonable precautions to avoid injury, illness, disease, loss or theft or damage and take all reasonable steps to safeguard **Your** property from loss or damage and to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way **Your** policy will not apply and all claims will be forfeited.
6. The original **Policy 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 negotiation, defence or settlement of any claim in **Your** name and to take proceedings in **Your** name for **Our** benefit against any other party.
9. **We** are entitled to ask **You** to repay **Us** back any amounts that we have paid to **You** that are not covered by **Your** policy and to refuse to pay or limit the amount paid of any claim where **You** have not provided sufficient receipts, bills or evidence to support **Your** claim.
10. **We** may at any time pay to **You** **Our** full liability under the policy after which no further payments will be made in any respect.
11. It is a condition of this insurance that all material facts have been disclosed to **Us**, failure to do so may invalidate this insurance leaving **You** with no right to make a claim.
12. If at the time of any incident which results in a claim under **Your** policy, there is any other insurer covering the same loss, damage, expense or liability **We** will not pay more than our proportional share and are entitled to contact that insurer for a contribution. (not applicable to Personal Accident Section 12)
13. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
14. Unless specifically agreed to the contrary this insurance shall be subject to English law.
15. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Claims Helpline Service during this period.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS WITH THE EXCEPTION OF END SUPPLIER FAILURE (SECTION 22) AND TRAVEL DISPUTE (SECTION 23)

We will not pay anything directly or indirectly caused by:

1. **Your** suicide, deliberately injuring **Yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism or other alcohol related illnesses, drug addiction, solvent abuse, self-exposure to needless danger (unless **You** are trying to save someone's life); **We** do not expect **You** to avoid alcohol on **Your Trips** or holidays, but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result
2. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
3. air travel within 24 hours of scuba diving;
4. bankruptcy/liquidation of any tour operator, travel agent or transportation company; except under End Supplier Insurance extension for non-packaged holidays.
5. consequential loss of any kind. For example loss of earnings due to **You** being unable to return to work following injury or illness or cost of replacement lock if keys are lost;
6. 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.
7. loss or damage arising from:
 - 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;
 - b. any act of **Terrorism** not involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to Personal Accident Section or Medical Emergency Expenses Section provided that the **Insured Person** suffering personal accident injury or illness has not participated in or conspired in such activities,
8. any act of **Terrorism** involving the use or release of or threat thereof of any nuclear weapon or any chemical or biological agents:

- a. 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;
9. 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;
10. **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 or have not paid the appropriate additional premium;
11. **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;
12. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing (unless the appropriate additional premium has been paid); professional or organised sports, racing, speed or endurance tests, scuba diving to a depth greater than 9 meters, or 30 meters if the appropriate premium has been paid, scuba diving without a qualified instructor, or dangerous pursuits; **Your Manual Work** (unless the appropriate additional premium has been paid); taking part in dangerous expeditions or the crewing of a vessel outside European waters (unless the appropriate additional premium has been paid);
13. Winter sports of any kind (unless the appropriate premium has been paid). Even if the appropriate Winter sports premium has been paid, the following activities will remain excluded: ski jumping, 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. Never ski alone if going off piste. Please be aware **Your** policy excludes cover in the event of any claim where **You** or the **Insured Person** has skied alone off piste or the resort stipulates off piste skiing is only permitted when accompanied by a guide or instructor.
14. any payment which **You** would normally have made during **Your** travels, if nothing had gone wrong;
15. 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 Personal Accident Section, Medical Emergency Expenses Section);
16. **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.
17. the closure of United Kingdom or international airspace temporarily or otherwise on the orders or recommendation of the Civil Aviation Authority or similar body in any Country
18. Claims arising from **Your** wilful, malicious or unlawful acts
19. any claim arising directly or indirectly from a change in circumstances from that originally declared on your medical screening including medical conditions or changes to **Your** health or anyone's good health on which **Your Trip** depends that **You** knew about before **Your Trip** commenced unless **We** have agreed in writing
20. The Underwriters shall not be liable in respect of any claim directly or indirectly consequent upon or contributed to by: Neurosis, psychoneurosis, psychopathies, psychoses or mental or emotional diseases or disorders of any type.
21. Any claims arising from your participation in or practice of any professional sports or professional entertaining

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

MEDICAL EMERGENCIES AND RETURNING EARLY TO THE UNITED KINGDOM

If **You** have an emergency during **Your Trip** and require medical treatment while outside the **United Kingdom**, or if **Your** journey is cut short (**Curtailed**) or **You** have to return early to the **United Kingdom**, or **You** are in any of the circumstances listed in sections 2, 3, 4 and 5 **You** must telephone the **Assistance Company**.

Please telephone MayDay Assistance on **+44 (0) 1273 624661** as soon as possible, and quote **Your** Policy number, **Your** name, address, telephone number and confirm that **You** are Insured with Just Travel Insurance.

These lines are open 24 hours a day.

CLAIMS PROCEDURE

When something happens which is likely to give rise to a claim under this policy, **You** must notify Rightpath Claims as soon as reasonably possible after it happens and, in any case, within 28 days from the date of return to the **United Kingdom**. Such notice shall include full details of the event.

Please contact:

Rightpath Claims
 Airport House
 Purley Way
 Croydon
 Surrey
 CR0 0XZ

Telephone: **+44 (0) 208 667 2462**

Fax: **+44 (0) 208 667 2451**

Email: **claim@rpclaims.com**

On-line claim notifications: www.rpclaims.com and please quote Scheme Code: **A00701**

Claims Cooperation

You shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** or they feel necessary to evaluate the incident or claim. If **You** do not co-operate with **Us** and/or **Our** the investigation of the claim, **We** shall not be liable to pay any claim.

Access to additional materials

You shall provide **Us**, or designated representatives, all information, documentation, medical information that **We** or they may reasonably require during the term of this policy, or until all claims have been resolved, whichever is later.

Right to medical records and medical examination

Following notification of a claim, **You** shall provide, when asked, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

For claims under the End Supplier Failure Insurance Section 22 please contact International Passenger Protection Claims
Office IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom
Facsimile: +44 (0)20 8776 3751

For claims under the Travel Dispute Section 23 please contact Claims Department, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront,
Brierley Hill, West Midlands, DY5 1XF
Telephone 01384 377000

COMPLAINTS PROCEDURE

Your Policy should be read carefully to ensure that it has been prepared in accordance with **Your** requirements. If there are any queries, these should be directed to Just Travel Insurance. **Your** Policy should be kept in a safe place - it may be needed for reference if a claim is made.

Financial Conduct Authority

Just Travel Insurance is authorised and regulated by the Financial Conduct Authority (FCA). Registration number 610022. It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact the Managing Director of Just Travel Insurance.

The contact details are:
Telephone: 0844 4770606
Email: admin@justtravelcover.com

In the few cases where **We** are unable to resolve **Your** problems please write to:

Argo Managing Agency Limited
Exchequer Court
33 St Mary Axe
London
EC3A 8AA

In the event that **You** remain dissatisfied **You** may at any time ask the Complaints Department at Lloyd's to review **Your** case (this would not affect **Your** rights to take legal action if necessary). The address is:

Complaints
One Lime Street
London
EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
e-mail: complaints@lloyds.com

Remain Dissatisfied

Having followed the procedure for Lloyd's Underwriters **Your** complaint may be referred to the Financial Ombudsman Services (FOS) the address is:

Financial Ombudsman Service
Exchange Tower,
London, E14 9SR

Financial Services Compensation Scheme

You may be entitled to compensation from Lloyd's Central Fund and/or the Financial Services Compensation Scheme (FSCS) if **We** are unable to meet **Our** liabilities. This depends on the type of business and the circumstances of the claim. 90% of the claim will be met. For compulsory classes of insurance the claim will be met in full

Further information about the compensation scheme arrangements is available from the FSCS Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk

DATA PROTECTION ACT 1998

We will collect certain information about **You** in the course of considering **Your** application and conducting **Our** relationship with **You**. This information will be processed for the purposes of underwriting **Your** insurance cover, managing any insurance issued, administering claims and fraud prevention. **We** may pass **Your** information to a qualified **Medical Practitioner**, other insurers, reinsurers, other parties who provide services under policy and loss adjusters for these purposes. This may involve the transfer of **Your** information to countries which do not have data protection laws.

You may have the right of access to, and correction of, information that is held about **You**. Please contact **Our** Compliance Officer to exercise either of these rights.

Some of the information may be classified as 'sensitive' – that is information about physical and mental health and employment records. Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain **Your** explicit consent before the information may be processed. By finalising **Your** insurance application, **You** consent to the processing and transfer of information described in this notice. Without this consent **We** would not be able to consider **Your** application

SECTION 22 - END SUPPLIER FAILURE INSURANCE

This cover is provided only if **You** have paid the premium required.

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Certain Underwriters at Lloyd's (The Insurer).

The Insurer will pay up to £1,500 in total for each Person-Insured named on the Invoice for:

1. Irrecoverable sums paid in advance in the event of insolvency of the Scheduled Airline, Hotel, Train Operator including Eurostar, Car Ferries; Villas abroad & Cottages in the UK; Coach Operator, Car Hire company, Caravan Sites, Campsites, Mobile Home, Camper Rental, Safaris; Excursions; Eurotunnel; Theme Parks such as Disney Land Paris all known as the End Supplier of the travel arrangements not forming part of an inclusive holiday prior to departure
- or
2. In the event of insolvency after departure:
 - a. additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements
- or
- b. if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

PROVIDED THAT in the case of 2(a) and (b) above where practicable the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below

The Insurer will not pay for:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Northern Ireland prior to departure
2. The Financial Failure of:
 - a. any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known as at the Insured's date of application for this Policy
 - b. any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
 - c. any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation
3. Any loss for which a third party is liable or which can be recovered by other legal means
4. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach Your pre booked hotel following the financial failure of an airline.

Claims Procedure

International Passenger Protection claims only - any occurrence which may give rise to a claim should be advised promptly and in any event within 14 days to:

International Passenger Protection Claims Office
IPP House
22-27 Station Road
West Wickham
Kent BR4 0PR
United Kingdom
Facsimile: +44 (0)20 8776 3751
Telephone: +44 (0)20 8776 3752
Email: info@iplondon.co.uk

IPP will only accept claims submitted up to six months after the failure.
Any claims submitted after the six month period will NOT be processed.

ALL OTHER CLAIMS - REFER TO YOUR INSURANCE POLICY AND SEE ALTERNATIVE CLAIMS PROCEDURE.

SECTION 23 - TRAVEL DISPUTE

This cover is provided only if **You** have paid the premium required.

Important Notice Regarding the operation of this Policy

Failure to comply with the following terms could mean that we decline to pay **Your** claim.

- All potential claims must initially be reported to **Our** appropriate Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.
Claims Notification & Advice Helpline Service – 01384 377000
- This is a policy where **You** must notify **Us** during the period of insurance and within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your** Professional Fees.
- Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought within the Court Jurisdiction of a country within the United Kingdom or European Union.
- If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for Professional Fees to be paid **we** will;
 - take over the claim on **Your** behalf
 - appoint a specialist of **Our** choice to act on **Your** behalf.

We may limit the Professional Fees that **We** pay under the policy where:

1. **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained, or
2. There is insufficient prospects of obtaining recovery on any sums claimed or
3. the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by **Us**. **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own professional **We** must agree this in advance and **You** will be responsible for any Professional Fees in excess of those which **Our** own specialists would normally charge **Us** (Details are available upon request)
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.
- In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

PLEASE NOTE THAT IF YOU ENGAGE THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THE CLAIMS HELPLINE SERVICES AND INCUR ANY COSTS WITHOUT OUR PRIOR WRITTEN APPROVAL THESE COSTS WILL NOT BE COVERED BY THIS INSURANCE.

If upon receipt of this policy **You** are unhappy with any of the requirements as stated above please advise **Your** insurance adviser within 14 days of issue, who subject to **You** not having travelled or made a claim under this policy, will arrange a full refund of premium

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this insurance with **You**.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this Policy to represent **Your** or an **Insured Person's** interests.

Claims Specialist

Our own claims panel solicitor or claims handler.

Court

A Court, tribunal or other competent authority.

Event

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

Excess

The first amount of each and every claim as detailed on the schedule or Insured Event.

Holiday

A holiday **Trip** outside the UK or a holiday within the United Kingdom which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

Insured Person

The person named within the **Policy Schedule** attached to this policy.

Insurer

UK General Insurance Limited on behalf of the Insurer described within the Schedule.

UK General Insurance Limited and the Insurer described within the Schedule are authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the FCA's website by visiting the Financial Services Register via the Financial Conduct Authority Website at www.fca.org.uk.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

The sums specified in the Schedule being the Maximum **We** will pay including Insured events related by time or cause

Period of Insurance

The **Period of Insurance** shown in the Schedule.

Policyholder, You, Your as the policyholder

The person who has paid the premium and is named in the Schedule.

Pre-Booked Accommodation

A commercially run premises where a fee is charged which has been booked prior to **Your** departure on **Your** Holiday not including premises owned by friends or family.

Professional Fees

Legal fees and costs reasonably and properly incurred by the Authorised Professional, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Incident.

In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

Schedule

The document which shows details of **You** and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by **Us** in either handling this matter using **Our** own Claims Specialists or a nominated Authorised Professional of **our** choice.

Territorial Limits

Worldwide but only where Legal Proceedings can be brought in a United Kingdom or European Union (EU) country's Court Jurisdiction.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

The insurers and/or Legal Insurance Management Ltd, the Coverholder or the Authorised Professional.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the FCA's website by visiting the Financial Services Register via www.fca.org.uk.

Cover

You have paid the premium and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy excess if applicable **We** will indemnify **You** in accordance with **Our** Standard Professional Fees and where requested by **You** any other **Insured Person** up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured event within the Territorial Limits where **You** notify **Us** within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

What is covered:

Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on **Your** behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:-

- a. **Your** Tour Operator or Holiday Company
- b. **Your** Travel Agent
- c. A Car Hire company with whom **You** have pre-booked a vehicle
- d. An Airline, Ferry, Train, Cruise liner or Coach Operator
- e. A Hotelier or Property Owner

Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a United Kingdom or European Union (EU) Country's Court jurisdiction.

What is not covered:

1. Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.
2. An Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.
4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.
5. The **Insured Person's** travelling expenses, subsistence allowances or compensation for absence from work.
6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

General Exclusions for section 23

1. Professional Fees incurred:-
 - a. in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
 - b. where the **Insured Person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - c. before **Our** written acceptance of a claim.
 - d. before **Our** approval or beyond those for which **We** have given **Our** approval.
 - e. where **You** fail to give proper instructions in due time to **Us** or to the Authorised Professional.
 - f. where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case.
 - g. if **You** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **You**.
 - h. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** Responsibility.
 - i. in respect of the amount in excess of **Our** Standard Professional Fees where **You** have elected to use an Authorised Professional of **Your** own choice.
2. The pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the Authorised Professional.
4. Appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable chance of success.
5. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties **You** are ordered to pay by a Court, tribunal or arbitrator.
7. Claims arising from an Event arising from **Your** deliberate act, omission or misrepresentation.
8. Claims arising from:-
 - a. Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. Any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c. War, terrorism or any like or any associated risk.
 - d. Seepage, pollution or contamination of any kind.
 - e. Pressure waves caused by aircraft or other aerial devices.
9. Any dispute relating to written or verbal remarks which damage **Your** reputation.
10. Any Professional Fees relating to **Your** alleged dishonesty, criminal act or violent behaviour.
11. A dispute which relates to any compensation or amount payable under a contract of insurance.
12. A dispute with **Us** not dealt with under the Arbitration Condition.
13. An application for judicial review.
14. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
15. Any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
16. Any claim arising from a stress or psychological related condition.
17. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies.
18. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
19. Legal Proceedings between an **Insured Person** and a central or local government authority.
20. Disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute.
21. Fees payable to the Authorised Professional that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
22. Any claims made or considered against **Us**, the Agent or Authorised Professional used to handle any claim.
23. Any claims relating to cosmetic treatment, surgery or tanning.

Conditions:

Alteration of Risk

You shall notify **Us** immediately of any alteration in risk which materially affects this insurance.

Observance

Our liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

Claims

You must tell **Us** in writing within 30 days of returning from the respective holiday about any matter, which could result in a claim being made under this Policy, and must obtain in writing **Our** consent to incur Professional Fees.

We will give such consent if **You** can satisfy **Us** that there are sufficient prospects of success in pursuing **Your** claim and that it is reasonable for Professional Fees to be paid and **You** have paid the **Excess**.

We may require (at **our** discretion) **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

1. **Your** prospects of success are insufficient,
2. It would be better for **You** to take a different course of action,
3. **We** cannot agree to the claim.

We will write to **You** giving **our** reasons and **we** will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that **we** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a reasonable settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.
3. **We** consider that it is unlikely that **You** will recover the sums due and or awarded to **You**.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If Legal Proceedings have been agreed by **us**, **You** may nominate **your** own Authorised Professional whose name and address **You** must submit to **Us**. In selecting **Your** Authorised Professional **You** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

Where **You** have elected to use **Your** own nominated Authorised Professional **You** will be responsible for any Professional Fees in excess of **Our** Standard Professional Fees.

Conduct of Claim

1. **You** shall at all times co-operate with **Us** and give to **Us** and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at **Your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the Authorised Professional which may be required for this purpose. **You** or **Your** Authorised Professional shall notify **Us** immediately in writing of any offer or payment into Court made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **You** to the Authorised Professional or by either of **You** to any Court, witness, expert, agent or other person without **Our** agreement.

Recovery of Costs

You should take all reasonable steps to recover costs, charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs, charges, fee, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges, fees or expenses.

Fraud

We have the right to refuse to pay a claim or to avoid this insurance in its entirety if **You** make a claim which is in any respect false or fraudulent.

Data Protection

The data supplied by **You** will only be used for the purposes of processing **Your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify **Us** promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which **We** are holding about **You**. If **You** wish to make such an inspection, **You** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively or to protect **Your** interests or for fraud prevention and detection purposes, **We** may disclose data **You** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within 14 days of issue and We will refund Your premium provided You have not travelled or submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Claims Helpline Service during this period.

Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the UK.

Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom We both agree. If We cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Helpline

All potential claims must be reported initially to the Travel Dispute Claims Helpline for advice and support.

Travel Dispute Claims Notification & Helpline Service: - 01384 377000

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

COMPLAINTS PROCEDURE FOR SECTION 23

In the event of a complaint arising under this insurance, You should in the first instance write to

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

This applies if You are insured in a business capacity but have a group turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
Exchange Tower, London, E14 9SR

Tel: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
This does not affect Your statutory rights.

Compensation Scheme

The Insurer detailed within the schedule is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if it cannot to meet its obligations. The level and extent of the compensation would depend on the type of business and the nature of the claim. Most insurance contracts covered for 90% of the claim with no upper limit. Further information can be obtained from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU) by phone on 0800 678 1100 or 020 7741 4100 and on their website at www.fcs.org.uk.

