

# BIG CAT

## TRAVEL INSURANCE



### INITIAL DISCLOSURE DOCUMENT

#### The Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

#### Who regulates us?

Big Cat Insurance (registration No. 745388) is a trading name of Flynow.com Limited which is an Appointed Representative of Campbell Irvine Ltd (registration No.306242) who is authorised and regulated by the Financial Conduct Authority. You may check this on the Financial Services register [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on Tel: +44 (0) 800 111 6768.

#### Which service will we provide you with?

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

#### What will you have to pay us for our services?

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

#### Are you covered by Financial Services Compensation Scheme (FSCS)?

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. [www.fscs.org.uk](http://www.fscs.org.uk) Tel: 0800 678 1100 or 020 7741 4100

#### Settlement Terms

We will be responsible for collecting payment for all new and renewal premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

#### Your Policy

Should you mislay your policy a replacement will be issued upon written request.

#### Governing Law and Language

The law of England and Wales allows the parties to choose the law applicable to the contract. You agree that;

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

#### If AXA have to cancel your policy

If Insurers no longer wish to offer this Policy and need to cancel, we will write to you at the current address we have. The Policy will then be cancelled 30 days after the date of our letter. If the Policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the Policy during that Period of Insurance.

#### Other taxes or costs

Other taxes or costs may exist which are not imposed or charged by us.

#### What to do if you have a complaint

Please see the complaints procedure detailed in the Policy Document.

# POLICY DOCUMENT

This Policy Document, Booking Invoice or Validation Certificate (as applicable) and any endorsements set out the terms of the one contract between the **Insured Person(s)** and the Insurer and which sections of cover are operative. Please read all of these documents to make sure they provide the cover required. If they are not correct, or do not meet your demands and needs, please immediately return them within the 21 day Cooling Off Period.

You must take reasonable care not to make any misrepresentations and to provide complete and accurate answers to the questions we ask when you take out, make changes to, your Policy. If you fail to do so, your Policy may be void, or it may be cancelled, or your claim may be rejected or not fully paid.

This insurance is underwritten by AXA Travel Insurance who is an Appointed Representative of Inter Partner Assistance S.A., an insurance company incorporated in Belgium, whose registered office is at Avenue Louise, 166 –Bte 1 – 1050 Brussels, regulated by the Belgium Financial Services and Markets Authority and by the National Bank of Belgium under code n° 0487. Inter Partner Assistance S.A. is a member of the AXA Group. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or contacting the Financial Conduct Authority on 0800 111 6768. FCA address: 25 The North Colonnade, London E14 5HS.

## DEFINITIONS OF WORDS

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

### **ATM:**

Means an automatic electronic device designed to permit the **Insured Person** to interface with a financial institution without teller assistance using a cash card, credit card, debit card or device used for similar purpose.

### **Automatically Covered Pre-existing Medical Conditions**

Means Acne, ADHD, Allergic reaction (Anaphylaxis) provided that you have not needed hospital treatment for this in the last 2 years, Allergic rhinitis, Arthritis (the affected person must be able to walk independently at home without using mobility aids), Asthma (the diagnosis must have been made when the affected person was under the age of 50, and the asthma be controlled by no more than 2 inhalers and no other medication), Blindness or partial sightedness, Carpal tunnel syndrome, Cataracts, Chicken pox - if completely resolved, Common cold or flu, Cuts and abrasions that are not self-inflicted and require no further treatment, Cystitis - provided there is no on-going treatment, Deafness, Diabetes (which is controlled by diet or tablets only), Diarrhoea and vomiting - if completely resolved, Eczema, Enlarged prostate - benign only, Essential tremor, Glaucoma, Gout, Haemorrhoids, Hay fever, Ligament or tendon injury - provided you are not currently being treated, Macular degeneration, Menopause, Migraine - provided there are no on-going investigations, Nasal polyps, PMT, RSI, Sinusitis - provided there is no on-going treatment, Skin or wound infections that have completely resolved with no current treatment, Tinnitus, Underactive Thyroid (Hypothyroidism), Urticarial, Varicose veins in the legs.

### **Baggage**

Means luggage, clothing, personal effects, **Valuables** and other articles (but excluding personal money, tickets or documents of any kind) which belong to the **Insured Person** (or for which the **Insured Person** is legally responsible) which are worn, used or carried by the **Insured Person** during any insured trip.

### **Close Relative**

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

### **Dependent Business Partner**

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

### **Diagnostic Tests**

All laboratory and imaging (invasive and non-invasive) tests ordered by the treating doctor to help diagnose or rule out a suspected illness or condition including PET scans, CT scans, MRIs, EKGs, EMGs, X-rays, echocardiograms, cardiac nuclear studies or cardiovascular procedures such as coronary angiograms plus blood, urine or histopathological tests.

### **Home Country**

Means any country in Europe, (excluding Switzerland, Belarus, Russia, Montenegro and the Ukraine) that the **Insured Person** normally resides in.

### **Insured Person**

Means any person named on the Booking Invoice or Validation Certificate (as applicable).

### **Mechanical Tampering:**

Means the manipulation of an **ATM** through mechanical means, insertion of mechanical devices or attachment of devices for the purpose of diverting, capturing or otherwise obtaining account information or access to an **Insured Person's** account.

### **Medical Condition**

Means any disease, illness or injury.

### **Medical Practitioner**

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

**Permitted Manual Work**

Means WWOOFing, fruit picking, casual farm work or bar work. **Permitted Manual Work** is not covered if it involves the use of plant/trade/industrial/agricultural machinery (other than tractors) or non-domestic power tools.

**Policy Excess**

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per **Insured Person**. This means that each **Insured Person** will be responsible for paying the first part of the claim for each incident giving rise to a separate claim.

**Pre-existing Medical Condition**

Means:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs/medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression); for which you have suffered from or received medical advice or treatment for or been prescribed medication for in the last 5 (five) years.
- c) Any **Medical Condition** for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 (twelve) months, or are prescribed drugs /medication.

**Seat Bumping**

Means an airline involuntarily denying boarding to a paid passenger ticket for the purpose of oversold conditions, weight restrictions or a seat malfunction.

**Strike or Industrial Action**

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

**Terrorism (including Cyber Terrorism)**

Means an act, or acts, of any person, or group of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear, including but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation or government.

**Travelling Companion**

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

**Unattended**

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

**Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**

Means the use of any explosive nuclear weapon or device; or the emission, discharge, dispersal, release or escape of: fissile material emitting a level of radioactivity, or any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins), or any solid, liquid or gaseous chemical compound which, when suitably distributed; which is capable of causing incapacitating disablement or death amongst people or animals.

**Valuables**

Means audio, visual, video, photographic, computer, laptops, iPad and/or android tablet or similar device, and portable navigation equipment, iPods, iPod touch and/or accessories, ebook readers, jewellery, furs, gold and silver items, watches, binoculars, musical instruments, electronic games and sports equipment.

**Volunteering/Working**

Means an **Insured Person's** participation in community or wildlife based conservation/project work when arranged by a professional organisation. This may include caring, teaching or nursing. It may also cover community / charity based supervised building / renovation projects or other **Permitted Manual Work**, provided the activity does not involve the use of plant/trade/industrial machinery or non-domestic power tools.

**Winter Sports Equipment**

Means skis (including bindings) ski poles and snow boards.

## SCHEDULE OF BENEFITS

Below is the Schedule of Benefits showing the maximum amount payable for each **Insured Person** subject to the appropriate premium having been paid and shown on the benefit section of the Booking Invoice or Validation Certificate (as applicable).

		Budget		Standard		Premier	
SECTION	BENEFIT	Insured up to	Policy Excess	Insured up to	Policy Excess	Insured up to	Policy Excess
<b>A</b>	<b>Medical &amp; Repatriation Expenses</b>	£2,000,000	£150	£5,000,000	£70	£10,000,000	£35
	Diagnostic Testing	£10,000	£150	£10,000	£70	Diagnostic Testing	£35
	In Patient Benefit	£10 a day up to £200	£0	£10 a day up to £200	£0	£20 a day up to £300	£0
	Criminal Injuries Benefit	£40 a day up to £400	£0	£50 a day up to £500	£0	£75 a day up to £750	£0
	Additional Non-Medical Mountain Rescue	£2,000	£150	£2,000	£70	£2,000	£35
<b>B</b>	<b>Personal Liability</b>	£1,000,000	£250	£2,000,000	£250	£2,000,000	£250
<b>C</b>	<b>Personal Accident</b>	£10,000	£0	£15,000	£0	£25,000	£0
	Loss of limbs or sight	£10,000	£0	£15,000	£0	£25,000	£0
	Permanent Total Disablement	£10,000	£0	£15,000	£0	£25,000	£0
	Death Benefit	£5,000	£0	£7,500	£0	£10,000	£0
<b>D</b>	<b>Cancellation or Curtailment</b>	N/A	N/A	£2,000	£70	£5,000	£35
	Loss of Deposit Only - Excess		N/A		£0		£0
<b>E</b>	<b>Delayed Departure or Arrival</b>	N/A	N/A	£100	£0	£100	£0
	Cancellation due to Delayed Departure	N/A	N/A	£1,000	£70	£1,500	£35
	Hi-jack of Aircraft	N/A	N/A	£3,000	£0	£3,000	£0
	Failure of Transport Connections	N/A	N/A	£300	£0	£300	£0
	Seat Bumping	N/A	N/A	£200	£0	£200	£0
	Missed Flight	N/A	N/A	£1,000	£0	£1,000	£0
	Connections (optional)						
<b>Section F only applies if the appropriate premium has been paid and is shown on the Validation Certificate.</b>							
<b>F</b>	<b>Baggage &amp; Personal Effects</b>	£1,000	£70	£1,500	£70	£2,000	£35
	<i>Valuables limited to</i>	£200 in total		£300 in total		£350 in total	
	<i>Single Article pair or set limit</i>	£100		£200		£250	
	Personal Money	£200	£70	£350	£70	£500	£35
	Tickets	£500	£70	£1,000	£70	£1,000	£35
	Passport & Visa	£150	£70	£250	£70	£300	£35
	Temporary Loss of Baggage	£25 for every 12 hours up to £75	£0	£40 for every 12 hours up to £120	£0	£50 for every 12 hours up to £150	£0
	Cyber & ATM Theft	£200	£0	£250	£0	£300	£0
<b>G</b>	<b>Legal Expenses</b>	£7,500	£250	£10,000	£250	£15,000	£250
<b>Section H only applies if the appropriate premium has been paid and is shown on the Validation Certificate.</b>							
<b>H</b>	<b>Winter Sports</b>						
	Winter Sports Equipment (owned)	£300	£70	£450	£70	£600	£35
	Hired total	£150		£225		£300	
	Winter Sports Equipment Hire	£150	£70	£200	£70	£350	£35
	Ski Pack	£200	£70	£250	£70	£375	£35
	Piste Closure	£15 per day up to £150	£0	£20 per day up to £200	£0	£30 per day up to £300	£0
	Avalanche Closure	£150	£0	£200	£0	£300	£0

## 24 HOUR MEDICAL EMERGENCIES

**From within the USA & Canada (Toll Free): 1-800-848-2350**

**or**

**From the rest of the World: +(44) (0) 203 318 8486**

The Medical Emergency Assistance Service will require the following information to assist in validating cover:

- Scheme reference: **CIAXA18CIDR**
- Booking Invoice or Validation Certificate number
- Dates of travel
- Contact details of treating hospital
- Signed Medical Consent Form

IMMEDIATE CONTACT MUST BE MADE with the Medical Emergency Assistance Service in the event of death, injury or illness necessitating hospitalisation, repatriation, alteration to travel plans or curtailment of travel.

The Medical Emergency Assistance Service may require written consent to contact the **Insured Person's** usual **Medical Practitioner** to obtain details of any past medical history specifically relating to a claim under this insurance before confirming cover.

**NOTE: THE INSURED PERSON'S FAILURE TO CONTACT THE MEDICAL EMERGENCY ASSISTANCE SERVICE MAY RESULT IN THEIR CLAIM BEING REDUCED OR DECLINED.**

### **THIS IS NOT PRIVATE MEDICAL INSURANCE.**

A note to all **Insured Person's** doctors and hospitals. This is not a private medical insurance. If any medical treatment is needed, you must tell us immediately or we may not guarantee medical expenses. If you need any medical treatment, you must allow the Medical Emergency Assistance Service to see all of your medical records and information.

## HEALTH DECLARATION & HEALTH EXCLUSIONS

### **Important Declaration**

Anyone named under this Policy must have read this Important Declaration and understood the terms, conditions and exclusions relating to their health and anyone else upon whom your trip depends.

This Policy contains health restrictions that apply to your cover under certain sections of this Policy. This Policy can only provide cover in respect of an accident or illness which is sudden, unforeseen and beyond your reasonable control.

Cover is excluded for any defined **Pre-existing Medical Condition**. If in doubt please call the medical screening helpline, in confidence on: **01702 427 237**

### **Definition of a Pre-existing Medical Condition:**

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/ specialist or prescribed drugs/medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression); for which you have suffered from or received medical advice or treatment for or been prescribed medication for in the last 5 (five) years.
- c) Any **Medical Condition** for which you have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 (twelve) months, or are prescribed drugs /medication.

## AUTOMATICALLY COVERED PRE-EXISTING MEDICAL CONDITIONS

You do not need to call the medical screening helpline in respect of the following **Automatically Covered Pre-existing Medical Conditions**, as they are automatically covered at no additional premium provided you do not also have a **Pre-existing Medical Condition**. If you have a **Pre-existing Medical Condition** in addition to any of the following **Automatically Covered Pre-existing Medical Conditions** all conditions will be excluded from cover unless disclosed to the medical screening helpline and additional cover agreed in writing.

### **Definition of Automatically Covered Pre-existing Medical Conditions:**

Acne, ADHD, Allergic reaction (Anaphylaxis) provided that you have not needed hospital treatment for this in the last 2 years, Allergic rhinitis, Arthritis (the affected person must be able to walk independently at home without using mobility aids), Asthma (the diagnosis must have been made when the affected person was under the age of 50, and the asthma be controlled by no more than 2 inhalers and no other medication), Blindness or partial sightedness, Carpal tunnel syndrome, Cataracts, Chicken pox - if completely resolved, Common cold or flu, Cuts and abrasions that are not self-inflicted and require no further treatment, Cystitis - provided there is no on-going treatment, Deafness, Diabetes (which is controlled by diet or tablets only), Diarrhoea and vomiting - if completely resolved, Eczema, Enlarged prostate - benign only, Essential tremor, Glaucoma, Gout, Haemorrhoids, Hay fever, Ligament or tendon injury - provided you are not currently being treated, Macular degeneration, Menopause, Migraine - provided there are no on-going investigations, Nasal polyps, PMT, RSI, Sinusitis - provided there is no on-going treatment, Skin or wound infections that have completely resolved with no current treatment, Tinnitus, Underactive Thyroid (Hypothyroidism), Urticaria, Varicose veins in the legs.

## HOW TO DISCLOSE PRE-EXISTING MEDICAL CONDITIONS

The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **Pre-existing Medical Conditions**. You will be asked for your personal and travel details. Please have your insurance policy number to hand if known.

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

Should you not contact the medical screening helpline or not wish to take advantage of the optional terms quoted by the medical screening helpline, or if you fail to declare any **Medical Conditions**, you will not be covered for any claims arising from all **Medical Conditions** or linked conditions from a **Pre-existing Medical Conditions**.

There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless you are able to agree to the '**NON-TRAVELLING RELATIVES**' section of this policy.

You should also refer to the General Exclusions of this Policy Document.

If you fail to declare a **Medical Condition** and the policy would have still been issued to you but for an additional premium the insurer may decide to make a proportionate settlement in line with the premium you have paid.

## CHANGE OF HEALTH

If, after purchasing your Policy but before departing on your trip or booking another trip, there is a change in **Medical Condition(s)** or development of a new condition for you or anyone insured under this Policy, you must contact the Medical Screening helpline on **01702 427 237** as soon as possible.

We will assess the change in health and confirm if cover for the **Medical Condition(s)** can continue for further trips. If we can continue to offer you cover there may be a further charge applied in order to cover this change or new condition. If we cannot continue to offer you cover, you can either submit a cancellation claim if you have booked and paid for a trip that you have not yet made; or cancel your Policy and we will send you an appropriate refund as long as you have not travelled or made a claim.

If you fail to declare a change in health, claims arising from all **Medical Conditions** or linked conditions may not be paid.

## NON-TRAVELLING RELATIVES

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

## PREGNANCY

Normal pregnancy, without any accompanying bodily injury, illness, disease or complication is not covered under this Policy. This Policy is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. Cover can only be considered where there is a complication of pregnancy or if you were unaware of the pregnancy at the time of purchasing the insurance or booking a trip (whichever is later) and you are advised not to travel by a **Medical Practitioner**.

Airlines and ferry companies have their own restrictions due to health and safety requirements so please ensure that you check with them or with any other transport provider before you book the trip.

Please also ensure that your **Medical Practitioner** and midwife are aware of your travel plans, that there are no known complications and that you are not travelling against any medical advice.

## GENERAL ENQUIRIES

If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact:  
Big Cat Travel Insurance on: **0333 003 3161**

## COMPLAINTS PROCEDURE – SECTIONS A TO G ONLY

If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:

The General Manager, Claims Settlement Agencies Limited, 308-314 London Road, Hadleigh, SS7 2DD.  
Tel: +44 (0) 1702 553 443 Email: [info@csal.co.uk](mailto:info@csal.co.uk)

If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:  
The General Manager, Campbell Irvine Ltd, 52 Earls Court Road  
London, W8 6EJ Tel: +44 (0) 20 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

If your complaint relates to insurance purchased from us via electronic means, you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on your behalf.

## BEYOND YOUR INSURER

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

The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Tel: 0300 123 9123 (freephone number for mobile users) or 0800 023 4567 (freephone number for a landline).

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Referral to the FOS will not affect your right to take legal action against us.

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If your complaint relates to insurance purchased via electronic means, you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on your behalf.

## PERIOD OF INSURANCE

The period that you are insured for as shown on your Booking Invoice or Validation Certificate (as applicable).

### Single Trip

Cover under Section D – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their residence or place of business to commence travel. Cancellation cover shall only apply for a period of up to 24 months prior to the trip departure date stated on your Booking Invoice or Validation Certificate (as applicable).

Cover under all other sections of the policy starts when the **Insured Person** leaves their normal residence or place of business to commence their trip.

All cover ends on the **Insured Person's** return home, within 24 hours of their return to their Home Country, or at the expiry of the Period of Insurance, whichever is first.

For One Way Travel, all cover ceases on arrival at final destination.

### Already Travelling (Single Trip Policies only)

If cover is purchased after an **Insured Person** has departed their home to commence their journey, there is a fixed period of 48 hours prior to cover commencing. For cover to apply the Already Travelling extension must be shown on your Booking Invoice or Validation Certificate (as applicable). Any illness or injury arising during this initial 48 hour period will be an excluded **Pre-existing Medical Condition**. In the event of serious injury in connection with an accident, you will be covered from the date you take out cover subject to the accident being independently witnessed and also verified by a **Medical Practitioner**. There is no 21 Day Cooling off Period and no premium refund will be made if the **Insured Person** has already travelled.

Note: Solely in respect of policies purchased after travel has commenced, the Insurers shall not pay for any claim for **Valuables** or Personal Money directly or indirectly caused by, arising from or in connection with any loss, theft or damage occurring during a complete 48 hour period from the date of payment of the insurance premium.

### Temporary return to Home Country (Single Trip Policies only)

Where cover has been purchased for a total duration of 4 months or more, and an **Insured Person** wishes to return to their **Home Country** during the Period of Insurance for any reason that is not directly or indirectly caused by arising or resulting from, or in connection with a claim under this insurance, all cover under this Policy will be suspended from the time that the **Insured Person** arrives back at their final destination in their **Home Country**, or 24 hours after the **Insured Person** arrives back in their **Home Country**, whichever is earlier. Cover under all Sections will resume when the **Insured Person** leaves their final destination in their **Home Country** to return to their temporary place of residence outside of their **Home Country**. During return trips of this type, the **Insured Person** will not be covered for any costs incurred directly or indirectly caused by arising or resulting from, or in connection with either returning to their **Home Country**, or travelling back to their temporary place of residence outside of their **Home Country** to resume their journey. This means that, for example, there shall be no cover for any **Baggage** lost or damaged in transit, or for any cancellation or delays costs related to the return flights, however medical cover will continue to be operative until arrival back in their **Home Country**.

### Annual Multi Trip

For Standard Policies, the maximum duration of any one trip shall not exceed 30 days. For Premier Policies, the maximum duration of any one trip shall not exceed 70 days. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 70/30 days will not be insured.

Cover under Section D – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Person's** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance as shown on your Booking Invoice or Validation Certificate (as applicable).

### Automatic Trip Extension

If the **Insured Person** is prevented from completing their travel before the expiration of this Insurance as stated under the Period of Insurance on the Booking Invoice or Validation Certificate (as applicable) for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

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

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

## IMPORTANT INFORMATION

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

### General Conditions

1. At the time of purchasing this insurance you will have been asked questions to enable us to assess your risk. These may include but are not limited to questions about your state of health or that of an immediate relative or any planned sports or activities. You must take reasonable care to answer these questions completely and accurately. If the answers given change after the Policy was purchased you must notify us of this change. Upon any failure to answer the questions completely, accurately or honestly, or to inform us of any change, your Policy may be declared void, or be cancelled, or we may refuse to pay your claim in full or in part, or we may revise the premium due or we may change any **Policy Excess**, or the extent of your cover under the Policy may be affected.
2. If cover is taken out after you have left home and you have already commenced your travel, cover is only available on the strict understanding that nothing has occurred at the time of taking out the cover which has led to a claim or may lead to a potential claim. The Policy Endorsement 'Already Travelling' must be shown on your Booking Invoice or Validation Certificate (as applicable).
3. This Insurance is available for holiday or business travel but excludes cover for persons permanently residing overseas, work of a predominantly manual nature (other than **Volunteering** and **Permitted Manual Work** if the appropriate Activity Pack premium has been paid). Cover is excluded for any hazardous activity not agreed on behalf of the Insurer in writing. To establish if cover can be provided for any other hazardous activity, please refer to Big Cat Travel Insurance for a quotation as an additional premium may be payable. Call us on 0333 003 3161.
4. The appropriate additional premium has been paid by any person aged 50 years or more at date of payment of insurance premium. To be eligible for cover under this Policy, all **Insured Persons** must be 69 years old or less at the date of payment of the insurance premium (limited to 50 years for BUDGET Policies) unless agreed in writing.
5. That you contact the Medical Emergency Assistance Service as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.
6. As the Insurer is based in England, they propose to apply the laws of England and Wales and having read and understood the terms and conditions of this policy, the **Insured Person** has agreed to this. English Courts will have exclusive jurisdiction in any dispute.

### Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only the **Insured Persons** and the Insurer can enforce any terms of this Policy which may be varied or cancelled without consent of any third party.

### Data Protection

To set up and administer your policy the Insurers will hold and use information about you supplied by you and by medical providers. We may send it in confidence for processing to other companies acting on our instructions including those located outside the European Economic Area.

Note: Insurers exchange information with various databases to help check the information provided and prevent fraudulent claims. In the event of your contacting the Medical Emergency Assistance Service, there may be a requirement for them to obtain your consent to contact your usual **Medical Practitioner**.

## ELIGIBILITY

To be eligible for cover under this Policy, all **Insured Persons** must be under the age of 70 (limited to under 51 years for BUDGET policies) at the date of payment of the insurance premium, unless agreed in writing.

All **Insured Persons** must reside within a European country, (excluding Switzerland, Russia, Belarus, Montenegro and the Ukraine). Please note cover under Section I End Supplier Failure is restricted to UK residents only.

No **Insured Person** may be travelling contrary to medical advice, have received a terminal prognosis or travelling to obtain medical treatment overseas.

Northern Ireland residents travelling from the Republic of Ireland. Cover will apply to Northern Ireland residents to depart and return to the Republic of Ireland.

### Duty to take reasonable care not to make a misrepresentation:

Please take reasonable care to answer all our questions honestly and to the best of your knowledge. If you do not answer our questions correctly, your policy may be cancelled, or your claims rejected or not fully paid.

## DEMANDS & NEEDS

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded **Pre-existing Medical Conditions**, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy document. Subject to terms and conditions and maximum sums insured.

### Important

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this Policy Document (paying particular attention to the Terms and Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this Policy Document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

## COOLING OFF PERIOD

### Statutory cancellation rights

You may cancel this policy within 21 days of receipt of the policy documents by writing to your issuing agent. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

### Cancellation outside the statutory 21 day Cooling Off Period

You may cancel this policy at any time after the statutory 21 day Cooling Off Period by writing to your issuing agent. If you cancel after the statutory 21 day Cooling Off Period no premium refund will be made.

### Non payment of premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

### FRAUDULENT CLAIMS

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

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

Then:

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

## RECIPROCAL HEALTH CARE

This travel insurance policy is not a private medical insurance and where possible every effort should be made to utilise any reciprocal health care facility.

Should you require medical treatment in Australia you **MUST** enrol with MEDICARE [www.humanservices.gov.au](http://www.humanservices.gov.au). It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with the Medical Emergency Assistance Service and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided.

Note: Your failure to contact the Medical Emergency Assistance Service may result in a claim being reduced or declined.

Should you require medical care in Europe, a European Health Insurance Card (EHIC) entitles the Insured Person to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at [www.ehic.org.uk](http://www.ehic.org.uk)  
Telephone: 0300 330 1350

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance;

at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

### Duplicate Insurance

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

### Subrogation

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

## CLAIM CONDITIONS

### Documentation:

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

### Recognising Our Rights:

You and each **Insured Person** must recognise the Insurer's right to:

1. Pay, repair or replace

choose either to pay the amount of a claim (less any **Policy Excess** and up to any Sum Insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

2. Inspect & dispose of items

inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;

3. Handle a claim in your name

take over and deal with the defence or settlement of any claim in your name and keep any amount recovered;

4. Pay in sterling

settle all claims in pounds sterling;

5. Be reimbursed promptly

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which the Insurer pays to you or on your behalf;

6. Receive medical certificates

be supplied at your expense with appropriate original medical certificates where required before paying a claim.

7. Carry out medical examinations

request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at their expense.

### Paying Claims:

#### 1. Death

A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

#### 2. All other Claims

A. If the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

Please refer to the Claims Checklist at the back of this policy document for a list of documentation required by Claims Handlers to process a claim.

## GENERAL EXCLUSIONS

**Policy Excess** – Applicable to most claims unless the appropriate Excess Waiver has been purchased and is shown on your Booking Invoice or Validation Certificate (as applicable).

The Insurer shall not pay:

The **Policy Excess** shown on the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHC; or
- taking advantage of a reciprocal health agreement with their **Home Country**; or
- using their private medical insurance; at the point of treatment, then the Insurer will NOT deduct the **Policy Excess**.

The **Insured Person** will not be covered under Section A – Medical Expenses, Section C – Personal Accident or Section D - Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

i) Any **Pre-existing Medical Condition** unless you have contacted the medical screening helpline on **01702 427 237** and the Insurer has agreed to provide cover and you have paid the additional premium required.

You do not need to contact the medical screening helpline if your condition is an **Automatically Covered Pre-existing Medical Condition** unless you also have a **Pre-existing Medical Condition**. If you have a **Pre-existing Medical Condition** in addition to any

of the **Automatically Covered Pre-existing Medical Conditions** all conditions will be excluded from cover unless disclosed to the medical screening helpline and additional cover agreed in writing.

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

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

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

B) After the date this policy was purchased including prior to booking any individual journey in respect of an Multi Trip Policy:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the '**HEALTH DECLARATION & HEALTH EXCLUSIONS**' section has not been followed.

C) At any time:

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

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

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

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

v) Participating in any activity where the **Insured Person** has been advised against doing so by a **Medical Practitioner**.

The Insurer shall not pay (unless agreed in writing by or on behalf of the Insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1.(a) (i) Mountaineering; rock climbing (other than single pitch); solo climbing; climbing without ropes; pot-holing; sports tours; motorised competitions; racing; competing in or practicing for speed or time trials of any kind; or

(ii) Travelling by motorcycle or quad bike, unless in respect of motorcycles up to 125cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets; or

(iii) Driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle on a public highway without the appropriate driving licence.

(iv) Skiing, snowboarding and snowmobiling, unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable), but always excluding ski racing, ski jumping, ice hockey, freestyle winter sports or the use of bobsleighs or skeletons.

(b) Any activity where **Insured Persons** do not wear the recommended/recognised safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers /providers; or

(c) Any activity in the air (other than flying as a passenger in a fully licensed passenger-carrying-aircraft unless the appropriate Activity Pack or Extreme Activity Pack activities premium has been paid and is shown on your Booking Invoice or Validation Certificate (as applicable)); or

(d) Wilful exposure to needless danger (other than in an attempt to save human life); or

(e) Air travel within 24 hours of scuba diving.

NOTE: Exclusions 1.(a), (b) and (c) are not applicable to cancellation claims under Section D.

NOTE: Please see Sporting and Hazardous Activities Section.

2. Private medical treatment unless authorised by the Medical Emergency Assistance Service.

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

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

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

(b) Any costs for;

(i) telephone calls (other than the first call to the Medical Emergency Assistance Service to notify them of a medical problem requiring hospitalisation); or

(ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or

(iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).

6. Any exposure to the **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction**.

7.(a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

8. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

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

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

11. Any search or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This exclusion does not include medical evacuation costs by the most appropriate transport detailed in Section A1, or non medical Mountain Rescue Costs detailed in Section A5.

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

13. The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

14. Any other loss connected to the event you are claiming for unless the Insurer specifically provides cover under this policy.

15. Any disinclination to travel.

16. Any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## SECTION A. EMERGENCY MEDICAL EXPENSES

### WHAT YOU ARE COVERED FOR

#### 1. Emergency Medical, Repatriation and Associated Expenses.

The Insurer will pay up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's Home Country** including, emergency dental treatment to relieve pain and suffering (limited to £350), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter rescue/air ambulance charges if necessary on medical grounds and authorised by the Medical Emergency Assistance Service, or their Agents).

Note: The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the Medical Emergency Assistance Service the **Insured Person** is fit to travel.

ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hi-jacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Medical Emergency Assistance Service.

iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.

iv) either the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 (the cost of burial or cremation is not included); or funeral expenses incurred abroad up to £1,000.

#### 2. Diagnostic Tests

The Insurer will pay up to £10,000 for **Diagnostic Tests** incurred outside the **Insured Person's Home Country**.

#### 3. In Patient Benefit.

In addition to the cost referred to above the Insurer will also pay up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable), for each complete 24 hour period the **Insured Person** is admitted to hospital outside their **Home Country**.

#### 4. Criminal Injuries.

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the In Patient Benefit payable under Section A3 above is increased up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

#### 5. Additional Mountain Rescue. Up to £2,000

Should an **Insured Person** require Mountain Rescue Services during the Period of Insurance deemed necessary by the local Rescue Authorities and approved by the Insurer's Medical Emergency Assistance Service, the Insurer will reimburse all receipted costs incurred to provide Mountain Rescue Services up to the Sum Insured in order to preserve the life of an **Insured Person** in the event of a non medical emergency.

#### Specific Conditions applicable to A5. Additional Mountain Rescue.

1. Contact must be made with the Medical Emergency Assistance Service on: +44 (0) 203 318 8486 as soon as possible;

2. All reasonable local safety advice has been obtained and followed;

3. Expenses are only payable for the **Insured Person's** proportion of the Mountain Rescue operation up to the Sum Insured.

4. Costs will only be covered up to the point when the **Insured Person** is recovered by the Mountain Rescue Services or at the time when the authorities advise that continuing the rescue is no longer viable.

5. A written statement from the appropriate local Rescue Authorities involved in the rescue must be obtained and provided to the Insurer in the event of a claim.

## WHAT YOU ARE NOT COVERED FOR – EXCLUSIONS APPLICABLE TO SECTIONS A1, A2, A3, A4 & A5

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. any **Pre-existing Medical Condition** unless you have contacted the medical screening helpline on 01702 427 237 and the Insurer has agreed to provide cover and you have paid the additional premium required. You do not need to contact the medical screening helpline if your condition is an **Automatically Covered Pre-existing Medical Condition** unless you also have a **Pre-existing Medical Condition**. If you have a **Pre-existing Medical Condition** in addition to any of the **Automatically Covered Pre-existing Medical Conditions** all conditions will be excluded from cover unless disclosed to the medical screening helpline and additional cover agreed in writing.
3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.
4. medical expenses incurred in an **Insured Person's Home Country**.
5. a claim that is not verified by a medical report whilst travelling.
6. elective or cosmetic surgery is excluded except in the event of reconstruction following an accident. Any procedures require advance approval from the Insurer and its medical advisors.
7. dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.
8. any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the Medical Emergency Assistance Service can be reasonably delayed until the **Insured Person** return to their **Home Country**.
9. any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your **Home Country** after the date when, in the opinion of the Medical Emergency Assistance Service, you should have done so.
10. accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by Medical Emergency Assistance Service.
11. medication an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).
12. any additional charges you incur as a result of your failure to enrol with MEDICARE (if the **insured person** is travelling to Australia).
13. a **Policy Excess** which will apply to this section, please refer to General Exclusions.

## SECTION B. PERSONAL LIABILITY

### WHAT YOU ARE COVERED FOR

The Insurer will pay up to the amount shown in the Schedule of Benefits (inclusive of legal costs and expenses) if the **Insured Person** becomes legally liable to pay damages in respect of:

1. accidental bodily injury, including death, illness and disease to a person; and/or
2. accidental loss of or damage to material property (property that is both material and tangible); arising during the Period of Insurance, the Insurer will indemnify the **Insured Person** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

### WHAT YOU ARE NOT COVERED FOR EXCLUSIONS APPLICABLE TO SECTION B

1. The Insurer will not pay the **Policy Excess** as shown in the General Exclusions Section.
2. The Insurer will not pay for anything mentioned in the General Exclusions Section.
3. The Insurer will not pay any liability for:
  - a) bodily injury, illness or disease of any person who is an **Insured Person's Close Relative, Travelling Companion**, or under a contract of employment, service or apprenticeship with an **Insured Person** when the bodily injury, illness or disease arises out of and in the course of their employment with an **Insured Person**;
  - b) loss or damage to property belonging to or held in trust by or in the custody or control of an **Insured Person** other than temporary accommodation occupied by an **Insured Person** during the Period of Insurance;
  - c) bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by an **Insured Person** or on behalf of an **Insured Person** of:  
aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft), mechanically propelled vehicles (other than wheelchairs, electric wheelchairs and mobility scooters, golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
  - d) bodily injury caused directly or indirectly in connection with:  
the ownership, possession or occupation of land or buildings, immobile property or caravans or trailers, any wilful or malicious act, carrying on of any trade, business or profession, any racing activity;
  - e) fraudulent, dishonest or criminal acts of an **Insured Person** or any person authorised by an **Insured Person**;
  - f) 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;
  - g) any claim assumed by an **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;

h) punitive or exemplary damages.

#### PROVIDED THAT

1. The **Insured Person** or their legal representatives will give the Insurer written notice immediately if the **Insured Person** has received notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section.
2. No admission, offer, promise, payment or indemnity shall be made by or on behalf of the **Insured Person** without the Insurer's prior written consent.
3. Every claim notice, letter, writ or process or other document served on an **Insured Person** shall be forwarded to the Insurer immediately upon receipt.
4. The Insurer shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for the Insurer's own benefit any claim for indemnity or damages against all other parties or persons.
5. The Insurer may at any time pay **the Insured Person** in connection with any claim or series of claims up to up to the amount shown in the Schedule of Benefits (after deduction of any sums already paid as compensation) or any lesser amount for which such claim(s) can be settled. Once this payment is made the Insurer shall relinquish the conduct and control and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### SECTION C. PERSONAL ACCIDENT

#### WHAT YOU ARE COVERED FOR

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay up to the amount shown in the Table of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

#### PROVIDED THAT

- A) the death benefit payable is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death  
B) the total compensation in respect of any one **Insured Person** shall not exceed £10,000 for BUDGET Policies, £15,000 for STANDARD Policies or £25,000 for PREMIER Policies.

#### Definitions:

**Loss of Limbs:** loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

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

- a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Permanent Total Disablement:** A disability which has lasted for at least 12 months from which the Insurer believes the **Insured Person** will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

Note: If an **Insured Person** was already disabled before the bodily injury or already had a condition which is gradually getting worse, the Insurer may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- A. the disability after the bodily injury; and
- B. the extent to which the disability is affected by the disability or condition before the Accident.

### SECTION D. CANCELLATION or CURTAILMENT

(Cover not applicable to BUDGET policies)

#### WHAT YOU ARE COVERED FOR

Up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

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

1) the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured **Travelling Companion**.

2) the death, serious injury or illness of

- a **Close Relative**, or
- the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or
- **Dependant Business Partner**;

of the **Insured Person** or insured travelling companion which necessitates the presence of the person concerned.

3) Hi-jack.

4) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.

5) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

a) for Cancellation prior to departure; for the **Insured Person's** irrecoverable portion of costs; for travel, accommodation, pre-booked excursions, tours, courses and/or events up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Validation Certificate for each **Insured Person** for any of the above reasons, (including **Winter Sports Equipment** hire, ski school and lift passes for **Winter Sports** trips where the appropriate premium has been paid and shown on the Booking Invoice or Validation Certificate (as applicable)) which have not been used and the **Insured Person** has paid or is contracted to pay; or

b) for Curtailment after initial departure; or from the date the **Insured Person** was hospitalised as an in-patient;

either, (i) a pro-rata proportion of non-refundable unused inclusive tour costs,

or, (ii) alternatively the original value of non-refundable unused air tickets up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable) for each **Insured Person**; for any of the above reasons.

Note: The proportionate value of costs will be calculated either from the date of return to the **Insured Person's Home Country**, or from the date the **Insured Person** was hospitalised as an in-patient until the date they are discharged. The claim will only be based on the number of full days not used.

Note: Where return to an **Insured Person's Home Country** is necessary in an emergency situation they should contact the Medical Emergency Assistance Service who may be able to assist in having existing air tickets amended.

#### WHAT YOU ARE NOT COVERED FOR - EXCLUSIONS APPLICABLE TO SECTION D

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required. There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative** unless you are able to agree to the '**NON-TRAVELLING RELATIVES**' section of this policy. If you have a **Pre-existing Medical Condition** in addition to any of the **Automatically Covered Pre-existing Medical Conditions** all conditions will be excluded from cover unless disclosed to the medical screening helpline and additional cover agreed in writing.
3. the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
4. the **Insured Person** having to cut short their trip but not returning to their **Home Country**, in which case the Insurer will only pay the equivalent costs which the **Insured Person** would have incurred had they returned to their **Home Country**.
5. the **Insured Person** being unable to continue with their travel due to their failure to obtain the passport or visa they require for their trip.
6. a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).
7. any compensation for loss of holiday enjoyment.
8. a **Policy Excess** which will apply to this Section, please refer to General Exclusions.

## SECTION E. TRAVEL DELAY

(Cover not applicable to BUDGET policies)

#### WHAT YOU ARE COVERED FOR

##### 1. Delayed Departure or Arrival

a) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism (including Cyber Terrorism)**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Insurer will pay £25 for each complete 8 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100 each **Insured Person**

b) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 8 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 8 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, **Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Insurer will pay irrecoverable payments and charges made for the travel, accommodation, tours or excursions up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable) for each **Insured Person**.

##### 2. Hijack of Aircraft

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

### 3. Failure of Transport Connections in your Home Country

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

### 4. Seat Bumping

The Insurer will pay the amount shown in the Schedule of Benefits in the event that the **Insured Person** is unable to travel on any policy licenced scheduled flight upon which they have a reserved seat and were due to fly during the Period of Insurance solely as a result of such seat being unavailable due to overbooking by their airline.

#### PROVIDED THAT

- The **Insured Person** must obtain a signed statement from the airline confirming that they are not travelling on the flight and on the seat reserved solely as a result of the seat being unavailable due to overbooking by the airline.
- The **Insured Person** complies with the airline's terms of carriage and minimum connecting and check in times or if not published has allowed a minimum of three hours for international flights and one and half hours for domestic flights.
- Any settlement will be reduced from the total sum insured by any amount of compensation or payment made by the airline to the **Insured Person** as a consequence of the seat being unavailable.
- No alternative flight is made available within 4 hours of the original scheduled flight.

### 5. Missed Flight Connection (optional). Up to £1,000

Note: The following section is only applicable only if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) and in addition to the cover granted under all other sections of this Insurance.

The Insurer will pay each **Insured Person** up to £1,000 for the cost of reasonable extra accommodation and travel expenses to allow you to carry on with your trip, if you arrive at your international or final departure point too late to board your booked scheduled public transport due to; **Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, mechanical breakdown or adverse weather which interrupts your booked scheduled public transport services including booked connecting flights.

#### WHAT YOU ARE NOT COVERED FOR - EXCLUSIONS APPLICABLE TO SECTION E

The Insurer shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

- Strike or Industrial Action, Terrorism (including Cyber Terrorism)**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
- the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.
- Any claim for Missed Flight Connection when the required additional premium has not been paid.
- Any claim for Missed Flight Connection when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged (or longer if flight reservation systems require longer periods for connections).
- Seat Bumping** when the **Insured Person** has voluntarily given up their seat for the flight.
- The **Insured Person's** failure to comply with the airline's terms of carriage or allow sufficient time to arrive at the airport with reasonable expectation of meeting the airline's scheduled check in time.
- If as a result of **Seat Bumping** the **Insured Person** is accommodated on an alternative flight within 4 hours of the original flight.
- The **Insured Person** may only claim for the same event under one sub-section under Section E and not under multiple sub-sections.

## SECTION F. PERSONAL EFFECTS

#### WHAT YOU ARE COVERED FOR

Applicable only if the appropriate premium has been paid and in addition to the cover granted under all other sections of this Insurance the Insurer will pay for Loss, Theft or Damage up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable) for:

- Baggage.** The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.
- Personal Monies.** Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.
- Tickets.** Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.
- Passport or Visas.** In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.
- Temporary Loss of Baggage.** If **Baggage** is temporarily lost for more than 8 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities.

## 6. Cyber and ATM Theft.

### a) Loss Due to Mechanical Tampering of an ATM Machine.

If the **Insured Person** suffers a loss due to the **Mechanical Tampering** of an **ATM** whilst travelling during the period of the insurance, when the physical **ATM** card or related account data is obtained through **Mechanical Tampering** within 24 hours of a card transaction and such information is used to create a loss within 24 hours of the insured incident.

Note: The loss must be due to the **Mechanical Tampering** or other manipulation of the **ATM** where the transaction was conducted. The loss must be caused by the **Mechanical Tampering** of the **ATM** at which the insured incident occurred. No benefit is payable for fraud, or unauthorized use of the **Insured Person's** account, unless the loss is directly and specifically attributable to the insured incident. The amount of the benefit is the actual amount of the loss less any reimbursement by the Financial Institution for the loss.

### b) Purse Snatching/Grab.

If an **Insured Person** is a victim to purse, handbag or wallet snatching/grab and within an hour of this purse snatching the **Insured Person's** cash card, credit card, debit card or device used for similar purpose is used to withdraw cash or make other unauthorized covered transactions.

### c) Identity Theft Restoration Benefit.

This benefit will provide monetary assistance or actual cost for retaining a specialist to assist the **Insured Person** to correct false or fraudulent use of his/her identity. Furthermore, the cash card, credit card, debit card or device used for similar purpose must be reported as lost or stolen.

Note: In respect of cash cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

## WHAT YOU ARE NOT COVERED FOR - EXCLUSIONS APPLICABLE TO SECTIONS F & H

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. **Winter Sports Equipment** is excluded unless the appropriate premium has been paid and is shown on the Validation Certificate.
3. loss, theft or damage to property hired to the **Insured Person** or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation. This report must be made within 24 hours of your becoming aware of the loss if in respect of specified items.
5. the 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 in which they are being carried.
6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' **Baggage**.
9. shortages due to error or omission, depreciation in value.
10. a **Policy Excess** which will apply to this Section, please refer to General Exclusions

Note: Solely in respect of policies purchased after travel has commenced, the Insurers shall not pay for any claim for **Valuables** or Personal Money directly or indirectly caused by, arising from or in connection with any loss, theft or damage occurring during a complete 48 hour period from the date of payment of the insurance premium.

## PROVIDED THAT

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

1. The **Insured Person** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.
2. The maximum the Insurer will pay for any insured article shall be limited to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable), the value of a pair or set of articles shall be limited to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable), and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £100. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100. You must always produce receipts if you need to claim for a specified item.
3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.
4. There is a total maximum limit in respect of all **Valuables** shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.

6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £150 per pair.

7. The **Insured Person's** failure to comply with local authority advice when checking in **Baggage** may result in a claim being reduced or declined.

## SECTION G. LEGAL EXPENSES

### WHAT YOU ARE COVERED FOR

**Up to the amount shown in the Schedule of Benefits** applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable).

If the **Insured Person** suffers an incident that results in bodily injury, death or illness caused by a third party during the Period of Insurance, the Insurer will indemnify the **Insured Person** for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against the third party up to the amount shown in the Table of Benefits for any one journey.

#### Specific Definitions applicable to the Legal Expenses Section:

**Legal Expenses** shall mean:

1. Fees, expenses and other disbursements reasonably incurred (as determined by the Insurer's legal counsel) by a **Legal Representative** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused the **Insured Person's** bodily injury, death or illness.
2. Fees, expenses and other disbursements reasonably incurred (as determined by the Insurer's legal counsel) by a **Legal Representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
3. Costs that the **Insured Person** is legally liable for following an award of costs by any court or tribunal or an out-of-court settlement made in connection with any claim or legal proceedings.

**Legal Representative** shall mean:

a solicitor, firm of solicitors, lawyer, or any appropriately qualified person, firm or company, appointed by the Insurer to act on the **Insured Person's** behalf.

### WHAT YOU ARE NOT COVERED FOR EXCLUSIONS APPLICABLE TO SECTION G

1. The Insurer will not pay the **Policy Excess** as shown in the General Exclusions Section.
2. The Insurer will not pay for anything mentioned in the General Exclusions Section.
3. The Insurer will not pay any liability arising from:
  - a) any claim reported to the Insurer more than 12 months after the beginning of the incident which led to the claim;
  - b) **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against an **Insured Person**;
  - c) **Legal Expenses** incurred before receiving the Insurer's prior written approval, unless such costs would have been incurred subsequently to the Insurer's approval;
  - d) **Legal Expenses** incurred in connection with any criminal or wilful act committed by an **Insured Person**;
  - e) **Legal Expenses** incurred for any claim or legal proceedings brought against:
    - (i) a travel agent, tour operator, carrier, insurer or their agent; or
    - (ii) The Insurer, the **Insured Person** or any company or person involved in arranging this Policy;
  - f) fines, compensation or other penalties imposed by a court or other authority;
  - g) **Legal Expenses** incurred after the **Insured Person** has not accepted an offer from a third party to settle a claim or legal proceeding where the offer is considered by all parties to be reasonable or the **Insured Person** not accepting an offer from the Insurer to settle a claim;
  - h) **Legal Expenses** which the Insurer considers to be unreasonable or excessive or unreasonably incurred (as determined by the Insurer's legal counsel);
  - i) actions between individuals named on the Booking Invoice or Validation Certificate;
  - j) **Legal Expenses** incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine.

### PROVIDED THAT

1. Written consent must be obtained from the Insurer prior to incurring **Legal Expenses**. This consent will be given if the **Insured Person** can satisfy the Insurer that:

- a) there are reasonable (as determined by the Insurer's legal counsel) grounds for pursuing or defending the claim or legal proceedings; and
- b) it is reasonable (as determined by the Insurer's legal counsel) for **Legal Expenses** to be provided in a particular case.

The decision to grant consent will take into account the opinion of the **Insured Person's Legal Representative** as well as that of the Insurer's own advisers. The Insurer may request, at the **Insured Person's** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, the **Insured Person's** costs in obtaining this opinion will be covered by this Policy.

2. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstance, will be regarded as one claim.

3. If the **Insured Person** is successful in any action, any **Legal Expenses** provided by the Insurer will be reimbursed to the Insurer.

4. The Insurer may at their discretion assume control at any time of any claim or legal proceedings in the **Insured Person's** name for damages and or compensation from a third party.

5. The Insurer may at their discretion offer to settle a claim with the **Insured Person** instead of initiating or continuing any claim or legal proceedings for damages and or compensation from a third party, and any such settlement will be full and final in respect to the claim.

6. The Insurer may at their discretion offer to settle a counter-claim against the **Insured Person** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

## SECTION H. WINTER SPORTS EXTENSION

### WHAT YOU ARE COVERED FOR

Note: The following section is only applicable if the appropriate premium has been paid in addition to the cover granted under all other sections of this Insurance.

The Insurer will pay for Loss, Theft or Damage up to the amount shown in the Schedule of Benefits applicable to the type of policy purchased and shown on the Booking Invoice or Validation Certificate (as applicable) for:

#### 1. Winter Sports Equipment

The Insurer will pay respect of:

a) Loss, theft or breakage of **Winter Sports Equipment** owned by the **Insured Person**.

b) Loss, theft or breakage of **Winter Sports Equipment** hired to and in the charge of the **Insured Person**. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, liability shall be limited to £100.

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

#### 2. Winter Sports Equipment Hire

The Insurer will pay for the cost of necessary hire of **Winter Sports Equipment** following:–

a) Loss, theft or breakage of an **Insured Person's Winter Sports Equipment**.

b) The misdirection or delay in transit of an **Insured Person's Winter Sports Equipment**, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

#### 3. Ski Pack

The Insurer will pay for the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

a) Accident or sickness of an **Insured Person**.

b) Loss, theft or damage of ski pass.

#### 4. Piste Closure

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

#### 5. Avalanche Closure

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

Note: This **Winter Sports** Extension is subject to the same Conditions and Exclusions as Section F Personal Effects, other than the exclusion of hired **Winter Sports Equipment**.

### WHAT YOU ARE NOT COVERED FOR - EXCLUSIONS APPLICABLE TO SECTION H.

The Insurer shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. occurrences detailed above that do not occur during the Period of Insurance.
2. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, freestyle winter sports or the use of bob sleighs or skeletons.
3. the Ski Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of **Winter Sports Equipment** over five years old.
5. loss, theft or damage to **Winter Sports Equipment** carried on a vehicle roof rack.
6. loss of or damage to **Winter Sports Equipment** whilst in use.
7. Piste Closure outside the months that constitute the local regular ski season.
8. a **Policy Excess** which will apply to this Section, please refer to General Exclusions.

## SECTION I. END SUPPLIER FAILURE (only applicable to UK residents only).

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).

### WHAT YOU ARE COVERED FOR

The Insurer will pay up to £1,000 in total for each **Insured Person** named on the Invoice for:

1 Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions 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 **Financial Failure** after departure:

a) additional pro rata costs incurred by the Insured Person(s) 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 Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

**Financial Failure** means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

**End Supplier** means the company that owns and operates the services listed in point 1 above.

### WHAT YOU ARE NOT COVERED FOR

The Insurer will not pay for:

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure

2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this policy

3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.

4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation

5. 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 as soon as reasonably practicable to:

IPP Claims Office Telephone: +44 (0)20 8776 3752

IPP House, 22-26 Station Road

Facsimile: +44 (0)20 8776 3751

West Wickham

Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

Kent BR4 0PR. United Kingdom

Website: [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

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

### Complaints Procedure FOR Section I.

If you have a complaint, we really want to hear from you. We welcome your comments as they give us the opportunity to put things right and improve our service to you.

Please telephone us on: (020) 8776 3750.

Or write to: The Customer Services Manager, International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Fax: (020) 8776 3751

Email: [info@ipplondon.co.uk](mailto:info@ipplondon.co.uk)

Please make sure that you quote the policy number which can be found on your policy statement. It is our policy to acknowledge any complaint within 5 working days advising you of who is dealing with your concerns and attempt to address them.

We will provide you with a written response outlining our detailed response to your complaint within two weeks of receipt of the complaint. If our investigations are ongoing we will write to you, at that time, and outline why we are not in a position to provide you with a written response and explain to you that you are able, at that time, to ask Lloyd's Complaints Team review the complaint. In any event, you will receive either our written response or an explanation as to why we are not in a position to provide one within four weeks of receipt of your complaint.

Having followed the above procedure, if you are not satisfied with the response you may write to:

Complaints Team, Lloyd's, One Lime Street, London EC3N 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

More information can be found on their website – [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Again, if you are not satisfied with the response you receive from Lloyd's or we have failed to provide you with a written response with eight weeks of the date of receipt of your complaint, you may have the right to contact the Financial Ombudsman Service at the following address (if you are an Eligible Complainant as set out in the definition below).

The Financial Ombudsman Service,

Exchange Tower, London. E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

More information can be found of their website – [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

Definition of an Eligible Complainant

1. A Consumer – Any natural person acting for purposes outside his trade, business or profession
2. A Micro-Enterprise – An enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million
3. A Charity – Which has an annual income of less than £1 million at the time the complaint is made
4. A Trustee – Of a trust which has a net asset value of less than £1 million at the time the complaint is made.

## MULTI TRIP TRAVEL INSURANCE

Where this Insurance is being issued as a Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) it is agreed by the Insurer to cover all trips made by the **Insured Person(s)** during the Period of Insurance under the Standard or Premier policies only:

- a) to destinations outside of your **Home Country** and;
- b) within your **Home Country** if such trip includes at least two nights pre-booked accommodation.

Subject to the following:

- 1) For Standard policies, the maximum duration of any one trip shall not exceed 30 days. For Premier policies, the maximum duration of any one trip shall not exceed 70 days. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip as stated is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children of an **Insured Person** can be included without charge, including independent travel, provided they are aged 18 years or under, or 21 years or under if in full time education at the date of payment of insurance premium and you have requested that their name be included on the Booking Invoice or Validation Certificate (as applicable).
- 4) Cover may be granted for WINTER SPORTS up to a total of 14 days in all during the period of this insurance subject to the appropriate additional premium having been paid and shown on the Booking Invoice or Validation Certificate (as appropriate).
- 5) Multi Trip Travel Insurance is not available for any person aged 70 years or more at the date of payment of insurance premium. The appropriate additional premium must be paid by any person aged 50 years or more at date of payment of insurance premium.

## SPORTING & HAZARDOUS ACTIVITIES

Subject to the General Exclusions and the relevant exclusions under each section of this Policy Document, which continue to apply; the following recreational, non-professional (amateur), non-competitive activities detailed under Standard Cover are automatically covered at standard premiums.

Activity Pack, Extreme Activity Pack and Winter Sports activities are only covered where the appropriate applicable additional premium has been paid and is detailed on your Booking Invoice or Validation Certificate (as applicable). If the Extreme Activity Pack has been selected, you are also covered for Activity Pack activities. To establish if cover can be provided for any professional or competitive activity, please contact Big Cat Travel Insurance for a quotation, as an additional premium may be payable. Call us on **0333 003 3161**.

Standard Cover	
Aerobics	Non Manual/Clerical Work
Archery	Orienteering
Athletics	Outward Bound Pursuits
Backpacking	Overland Travel
Banana Boating	Martial Arts (non-contact)
Baseball	Motorcycling (up to 125cc hired or borrowed)
Basketball	Racquet Sports
Battle Re-enactment	Rambling up to 2,500 metres
Boogie Boarding	Roller Blading
Bowls	Rounders
Bridge Walking	Rowing
Canoeing/kayaking (inland /coastal - grades 1-3)	Running
Cricket	Safari Travel (in a vehicle or on foot)
Curling	Safari/Gorilla Trekking
Cycling – incidental or Cycling on an organised tour (Cycles not covered)	Sailing (coastal waters only)
Drag Hunting	Scuba Diving (up to 18 metres in depth)**
Dune Bashing	Snorkelling
Falconry	Softball
Fell Walking (on recognised routes)	Speed Boating
Fishing (Course/Fly/Deep -sea)	Surfing
Football (Soccer)	Swimming
Go Karting	Table Tennis
Golf	Tennis
Gorge Walking	Trampolining
Gymnastics	Trekking up to 2,500 metres
Hiking up to 2,500 metres	Tug of War
Hot Air Ballooning (as passenger only)	Volleyball
Hurling	Wadi Bashing
Kayaking (inland/coastal – grades 1-3)	Wake Boarding
Ice Skating	Wall Climbing (Man-made Climbing Walls)
Jogging	Water Skiing
Netball	Water Polo

Activity Pack	
Abseiling	Mountain Biking (Bikes not covered)
Black Water Rafting (Any Grade)	Mountain Boarding
Bouldering	Paint Balling
Breathing Observation	Permitted Manual Work (as defined)
Bubble Diving	Parasailing
Bungee Jumping (2 jumps)	Rap Jumping
Canoeing/kayaking (inland/coastal - grades 3-5)	Rock Climbing (Single pitch only - excludes solo climbing/climbing without ropes).
Dog Sledging	Rugby
Cycle Touring (Cycles not covered)	Sailing (outside coastal waters)
Fell Running	Scuba Diving (up to 40 metres in depth)**
Fencing	Shark Cage Diving
Field Hockey	Shooting
Gorge Running	Skate Boarding
Gorge Swinging	Tandem Sky Diving (2 jumps)
Guided Glacier Walking	Trekking up to 4,500 metres (*)
Hiking up to 4,500 metres (*)	Triathlon
Horse Riding or riding other animals	Tubing
Hydro Speeding	Via Ferrata

Jet Boating	Volunteering/Working (as defined)
Jet Skiing	White Water Rafting (Any Grade)
Kayaking	Windsurfing (Boards not covered)
Marathons	Zip Lining
Martial Arts (training only)	Zorbing

Extreme Activity Pack	
Canyoning	Trekking over 4,500 metres (*)
Cycling – BMX	Paragliding
Gliding	Parapenting
Hang Gliding	Parascending
Hiking over 4,500 metres (*)	
Kite surfing/boarding	
Winter Sports Extension	
Cat Skiing	Snow Skiing
Cross-Country Skiing	Snowboarding
Off Piste Skiing	Snowmobiling
Off Piste Snowboarding	

**Winter Sports Extension:** Cover excludes the participating in ski-racing, ski-jumping, ice hockey, freestyle winter sports or the use of bob sleighs or skeletons. Random 'off Piste' winter sports activities will only be insured if the **Insured Person** is with a qualified instructor or in a group of not less than 3 persons in possession of working communications or portable telephones. No cover for winter sports activities against local authority advice.

\* Please note there is no cover if trekking against local authority advice or trekking on routes which are not recognised.

\*\* Recreational scuba diving only. No air travel is permitted with 24 hours of scuba diving. The **Insured Person** must hold a British Sub Aqua Club certificate or equivalent and follow the relevant Club rules and guidelines at all times, or you must only dive under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times.

**Note 1:** Please specifically note the exclusion under Section B. Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

**Note 2:** Any activity where **Insured Persons** do not wear the recommended/recognised safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers /providers will not be covered under this insurance.

## GEOGRAPHICAL AREAS

### Area 1: UNITED KINGDOM ONLY

Whilst insurance is available for holidays in the United Kingdom (England, Scotland and Northern Ireland), Sections A1, A2, A3, A4 and A5 relating to Medical Emergency Expenses shall be inoperative.

### Area 2: EUROPE

Europe means the continent of Europe West of the Ural Mountains, and includes the Isle of Man, the Channel Islands, Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands as well as all countries bordering the Mediterranean.

### Area 3: AUSTRALIA and NEW ZEALAND

- (a) For any period of cover purchased Area 3 can include a 48 hour stop-over anywhere in the World for both outward and return travel.  
(b) If the period of cover purchased is two months or more Area 3 is extended to include a maximum of 7 days/nights anywhere in the World.

### Area 4: WORLDWIDE EXCLUDING NORTH AMERICA & MEXICO

North America means the USA, Canada & Mexico

- (a) For any period of cover purchased Area 4 can include a 48 hour stop-over anywhere in the world for both outward and return travel.  
(b) If the period of cover purchased is two months or more Area 4 is extended to include a maximum of 7 days/nights anywhere in the World.

### Area 5: WORLDWIDE INCLUDING NORTH AMERICA & MEXICO

Includes travel to the USA, Canada & Mexico.

## HOW TO MAKE A CLAIM

### NON EMERGENCY CLAIMS PROCEDURE

Notice must be given within 45 days of the date of occurrence of any claim under this Insurance.

To submit a claim online please go to: [www.submitclaim.co.uk/ci](http://www.submitclaim.co.uk/ci)

Alternatively to notify a claim and download a claim form please contact the claims handlers: [www.csal.co.uk](http://www.csal.co.uk)

Claims Settlement Agencies, 308-314 London Road, Hadleigh, Essex SS7 2DD

Tel: 01702 553 443 Email: [info@csal.co.uk](mailto:info@csal.co.uk)

## CLAIMS CHECKLIST

The following documentation (if applicable) will be required by the Claims Handlers, in order that a claim may be processed. Originals will be required, as settlement cannot be made with photocopied documents. Further documentation may be required depending on the individual circumstances of your claim. Please note the policy does not cover the cost of obtaining duplicate receipt or Medical Certificates.

### **For all sections of cover you will be required to submit:**

- a) Your Validation Certificate confirming proof of payment of the insurance premium
- b) Your travel Trip Itinerary confirming dates of travel
- c) Your travel Booking Confirmation Receipt(s) showing the date of original booking and amount paid
- d) Travel / Air Tickets.

### **CANCELLATION OR CURTAILMENT**

Your Cancellation Invoice

Completed Medical Certificate if Cancellation for medical reasons (which can be found on the claim form)

Copy of Death Certificate

Redundancy letter

Evidence from treating **Medical Practitioner** confirming curtailment was medically necessary (Curtailment only)

### **BAGGAGE AND PERSONAL MONEY**

Receipts or other evidence to support ownership and value for the items claimed

**Baggage** Check Tags

A written report from the person/company to whom the loss was reported whilst travelling overseas (e.g. Police Report).

Proof of date and time **Baggage** was returned to you (**Baggage** Delay Claims only)

Evidence to support damage (e.g. Repairers report of total loss or damage)

### **MEDICAL EXPENSES**

Original Receipts

Medical Evidence to support nature of illness or injury

Evidence of Hospital admission and discharge

Additional Travel Tickets

### **TRAVEL DELAY/ MISSED DEPARTURE**

Replacement tickets and invoices /receipts

A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.