

# TRAVEL INSURANCE policy wording document

# EXECUTIVE

Important! Please read this booklet carefully and take it away with you.

# 24 HOUR MEDICAL EMERGENCY SERVICE

IMPORTANT - please quote reference Avanti Travel WHIL.

Our medical emergency service provides immediate help in the event of your illness or injury arising outside your country of residence. They provide a multi-lingual emergency service 365 days a year and can be contacted by telephone 24 (twenty four) hours a day.

If you have an emergency during your trip and require medical treatment whilst outside the United Kingdom which necessitates inpatient treatment or costs likely to exceed £500, or if your journey is cut short (Curtailment) or you have to return early to the United Kingdom, you must phone the medical emergency service as soon as possible. When contacting them, you will need to quote your Policy Number and confirm that you have an Avanti policy insured by White Horse Insurance Ireland dac.

When you call the medical emergency service it is a condition of service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem.

The service includes, where necessary:

- 1. Multi-lingual assistance with doctors and hospitals.
- 2. Repatriation arrangements by escort by a medical attendant
- 3. Travel arrangements for other members of your party or your immediate relative.
- 4. On arrival in your country of residence, an ambulance service to hospital or your home.

If you need to contact the Medical Emergency Service please telephone: + 44 1733 224 955.

You can also contact the Medical Emergency Service by email at assistance@cegagroup.com

If you make contact by email, please supply your overseas location, your contact details and your Avanti policy number.

#### A note to all insured persons, 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 service to see all of your medical records and information.

#### Important note

For medical expenses incurred in the United States of America (USA), White Horse Insurance Ireland dac will only pay for reasonable and necessary emergency treatment, surgery, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then White Horse Insurance Ireland dac will pay a maximum amount of 150% of the USA Medicare rate.

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## **Annual Multi-trip Policy Summary**



This Policy Summary is to help you understand the insurance that your Policy provides. It details the key features, benefits, limitations, and exclusions, but you still need to read the Policy Wording for a full description of the terms of the insurance, including the policy definitions, together with the Validation Certificate, and any endorsements, applying to your policy. The levels of cover and excesses which apply to your insurance are detailed in the Summary of Cover section of your Policy wording. Important Notes are detailed within your Policy Wording. This Policy Summary does not form part of the Policy Wording.

Insurer – this insurance is underwritten by White Horse Insurance Ireland dac.

**Purpose of this Insurance** –to provide financial protection and emergency assistance for your trip(s).

Period of Cover – as stated on your Validation Certificate.

Principal Exclusions and Limitations	Policy Reference	
Important Declaration - Medical Health Requirements		
This insurance policy is designed to cover you for	Important Declaration section	
unforeseen illnesses and accidents occurring during the		
period of insurance. Please refer to the 'Anyone upon		
whom the trip may depend' section for terms that apply		
for non-travelling immediate relatives, a travelling		
companion not insured by this policy and people that you		
intend to stay with.		
If you are travelling within the United Kingdom please see		
the 'Travelling within the United Kingdom section.' For all		
other travel we will not cover claims if you or any person		
insured on your policy at the time of booking your trip or		
the date of departure whichever is the later:		
Are travelling against medical advice;		
Are awaiting a consultation or diagnosis;		
Have been diagnosed with a terminal condition;		
Are travelling for the purpose of obtaining medical		
treatment.		
Sports and Activities		
We will not pay any claim directly or indirectly resulting	Sports and Activities section	
from participation in certain sports and activities,	General Exclusions section	
professional or organised sports, racing, speed or		
endurance tests. We may be prepared to offer cover for		
certain sports or activities, so if you require such cover, or		
are unsure whether the particular activity / pursuit is		
considered hazardous by us, you should contact Avanti on		
01376 560800.		

Personal Property / Personal Money & Documentation		
Cover is provided for loss, damage, or theft of your	Sections 9, 10 & 11	
Personal Property, including Personal Money and Loss of	,	
Documents. We may, however, take off an amount for		
wear and tear when settling a claim, depending on the age		
and condition of the property. Cover is only provided up to		
maximum amounts for individual items, valuable items,		
and cash within the overall limit. The Policy Wording		
provides full details of these limits.		
Excesses		
Certain sections of cover are subject to an excess applying	Summary of Cover section	
to each claim. An excess means that you are responsible		
for the first sum per person per incident when you claim.		
The amount of any excess is detailed in the Policy Wording		
on the Summary of Cover page, and under the Sections to		
which an excess applies.		
Period of Insurance	l	
All trips must start from, and end in the United Kingdom	Period of Insurance section	
(including the Isle of Man and Channel Islands), and the		
policy must cover the whole duration of the trip, and		
cannot be effected once travel has commenced. A		
maximum duration of any one trip applies. The limit,		
including the limit for Winter Sports cover is stated in the		
Policy Wording.		
If you change your mind		
If, having examined your Policy Wording, you decide the	Cancellation section	
insurance does not meet your needs, you can cancel the		
insurance within 14 days from the date you receive the		
Policy Wording, and we will refund the premium provided		
you have not taken a trip to which the insurance applies,		
and you have not made a claim. If you wish to cancel your		
insurance you should contact Avanti on 01376 560 844.		
MAKING A CLAIM – If you wish to make a claim, please telep	phone the appropriate number	
below:		
If you need to contact the Medical Emergency Service please	e telephone: <b>+ 44 1733 224 955</b>	
or email assistance@cegagroup.com		
For all other claims please call White Horse on 01733 224 957 or email claims@white-		
horse.ie		
MAKING YOURSELF HEARD - If we give you cause for complaint, it's important that you know		
that we are committed to providing you with an exceptional		
care.		
When this happens, we want to hear about it so that we can try to put things right.		
If your complaint relates to the sale of your policy, you should contact Avanti Travel		
Insurance.		

Ireland dac.

We expect that the majority of complaints will be resolved at this stage, but if you remain dissatisfied you can take the issue further.

In relation to a sales complaint, you may refer your case to the Financial Ombudsman Service(FOS).

In relation to a claims complaint, you may refer your case to the Financial Services Ombudsman's Bureau.

Full details of these procedures are found in the Making Yourself Heard section of this policy. THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) - White Horse Insurance Ireland dac are covered by the FSCS. This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations. Full details are available from the FSCS.

White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. This can be checked by visiting their website at www.centralbank.ie.

## INTRODUCTION

**Purpose of this Insurance** – to provide financial protection and emergency assistance for **your** trip(s). This Policy Wording is to confirm that those persons who have paid the required premium are insured by White Horse Insurance Ireland dac.

This document gives the full terms, exclusions and conditions of the policy. The policy wording, including any endorsement issued by **us**, makes up a contract between **you** and **us** and is made up of the schedule and this policy document, which together forms the contract of insurance, and is based upon the information that **you** provided during **your** application. **You** should read **your** policy in full to understand what is and is not covered.

Governing Law: Your policy is governed by English Law.

## SUMMARY OF COVER

(Cover per insured person unless otherwise stated)

Table of benefits for Annual Multi-trip			
		Executive Annual Multi-trip	
Policy Section	Benefit	Maximum amount insured (for each person insured)	Excess
1&2	Cancellation and Curtailment	£6,000	£75 (£40 loss of deposit)
3	Missed Departure	£1,000	£0
4	Abandonment	£6,000	£75

	Travel Delay	£10 for the first 12 hours, £10 for all other 12 hours up to £100	£0
5	Personal Accident:	-	
-	Loss of limbs or sight (aged under 70)	£25,000	£0
	Permanently disabled (aged under 70)	£25,000	£0
	Death – over 18 (or over 22 if in FTE* on a family policy) up to 69	£15,000	£O
	Death – under 19 (or under 23 if in FTE* on a family policy) or over 69	£2,000	£O
	All benefits (aged 70 and over)	£2,000	£0
6	Medical Emergency Expenses and Repatriation	£10million	£75
	Funeral Expenses	£3,000	
7	Medical Inconvenience Benefit	£20 for every 24 hours up to £1,000	£0
8	United Kingdom Expenses	£500	£0
9	Personal Property	£2,500	£75
	Including: Single article pair or set limit	£250	£75
	Valuables limit in total	£250	£75
	Sunglasses limit	£75	£0
	Prescription Glasses	£200	N/A
	Baggage Delay	£50 for first 12 hours, then £50 for every 24 hours for purchases made up to £300	£0
10	Personal Money and Documents	£500	£75
10	Cash limit	£250	£75
	Cash limit – if under 19 (or under 23 if in FTE* on a family policy	£50	£0
11	Loss of Passport Expenses	£200	£0
12	Personal Liability	£2million	£0
13	Hijack	£100 a day up to £1,000	£0
14	Mugging	£50 per complete day of inpatient treatment up to £500	£0
15	Legal Costs and Expenses	£25,000	£0
16	Scheduled Airline Failure	Up to £1,000	£0
17	Pet Care	£25 a day up to £150	£0
18	Catastrophe	£500	£75
19	Withdrawal of Services	£20 a day up to £200	£0
20A			£75
	Single article pair or set limit (owned)	£250	£75
	Hired total	£250	£75
20B	Winter Sports Equipment Hire	£20 a day up to £300	£0

20C	Winter Sports Pack	£75 a day up to £300	£0
20D	Piste Closure	£20 a day up to £260	£0
20E	Avalanche Delay	£250	£0
20F	Search and Rescue	£10,000	£0
20G	Physiotherapy	£200	£0
21A	Replacement Employee	£1,000	£75
21B	Business Equipment	£1,000	£75
	Single article pair or set limit	£500	£75
	Goods or Samples	£500	£75
	<b>Emergency Courier Expenses</b>	£200	£75
21C	Business Equipment Hire	£50 a day up to £500	£0
21D	Business Money	£300	£0
21E	Business Equipment Delay	£200	£0
21F	Extra Personal Accident	Standard benefits are doubled	£0
Golf cover is Validation Cer	only available if you pay the appropri rtificate	ate extra premium and cov	er is shown on your
22A	Golf Equipment	£1,000	£75
	Single article pair or set limit	£250	£75
22B	Golf Equipment Hire	£50 a day up to £400	£0
22C	Loss of Green Fees	£375	£0
22D	Hole in One	£100	£0
Gadget cover Validation Cer	is only available if you pay the appropri rtificate	ate extra premium and cover	r is shown on your
23	Gadget Cover	£1,000	£75
	Including single article, pair or set limit	£500	£75

\*FTE means full time education

## DEFINITIONS

Wherever the following words appear in bold print in this wording they will always have these meanings:

Business equipment: Any equipment you use for your business, trade or profession, as declared to us and used for the sole purpose of your business trip but not for the purposes of manual work.

Business money: Cash or money orders held by you for business purposes.

**Change in health:** A change in **your** state of health that occurs after the policy has been purchased. A change to **your** state of health includes:-

- any new disease, illness or injury that requires medication, advice or treatment; or
- a **pre-existing medical condition** where there is a change to medication, advice or treatment; or
- you undergoing tests or treatment or being placed on a waiting list for out/day/inpatient treatment, investigations or surgery.

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

**Close business associate**: Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business. A senior manager or director of **your** business must agree to this.

**Common law partner**: A person living with another person as husband or wife (including same sex partner) at the same address for at least 6 (six) consecutive months prior to the date of application.

**Complications of pregnancy:** Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean section, medically necessary termination and any premature births more than 8 (eight) weeks (or 16 (sixteen) weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Country of residence**: The United Kingdom, Channel Islands or Isle of Man where all **insured persons** have lived for at least 6 (six) of the last 12 (twelve) months

**Curtail/Curtailment:** Return early to **your home** or **you** are hospitalised as an **inpatient** abroad for at least 48 (forty eight) hours.

**Documents**: Passport, visa, driving licence and travel tickets.

**Excess**: An amount deducted per **insured person**, per policy section for each incident which results in a claim.

Excess Waiver: The reduction of the excess to zero.

**Gadget:** Mobile/Smart phones, Satellite Navigation Systems (GPS), Personal Digital Assistants (PDAs), Computers, Laptops, Tablet Computers, Games Consoles (including handheld consoles) and all accessories for these items.

**Golf equipment:** Golf clubs, golf balls, golf bag, golf trolley, golf shoes and waterproof clothing.

Home: Your residential address in your country of residence.

**Inpatient:** A hospital where an **insured person** is admitted and, out of medical necessity, occupies a bed for 2 (two) or more nights.

Insured Person (s): The person or people named on your Validation Certificate.

Immediate relative: Mother, father, sister, brother, wife, husband, common law partner, civil partner, fiancé/e, your children (including fostered), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, step-parent, step-child, step-brother, step-sister, or legal guardian.

**Manual work:** Work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include bar and restaurant staff, musicians and singer and fruit pickers (who do not use machinery).

**Medical emergency service:** The 24 (twenty four) hour **medical emergency service** that gives immediate help in the event of **your** illness or injury arising outside **your country of residence** and who **you** must contact prior to receiving treatment if **you** are admitted to hospital or if any medical expenses are expected to exceed £500 or **you** need to **curtail** the trip

due to medical reasons.

**Medical practitioner**: A registered practicing member of the medical profession who is not related to **you** or to a **travelling companion**, or to anyone with whom **you** are intending to stay.

Money: Cash and money/postal orders.

**Personal accident:** Accidental bodily injury caused solely and directly by outward violent and visible means.

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

Pre-existing medical condition: A disease, illness or injury for which you have:

- received medication, advice or treatment; or
- experienced symptoms (whether the condition has been diagnosed or not).

**Public transport**: Any publicly licensed train, coach, taxi, bus, aircraft or sea vessel on which **you** are booked to travel.

**Reasonable and Customary Costs**: costs that are incurred for necessary, approved, eligible medical services or supplies that do not exceed the average reimbursement the medical provider receives for all services rendered to its patients (for USA medical providers this is up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare). This Plan will reimburse the actual charge billed if it is less than the reasonable and necessary cost. **We** retain discretionary authority to decide if a charge is reasonable and customary.

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

**Travelling companion:** The person with whom **you** have booked to travel on the planned trip. In the case of a tour, travelling companion shall mean the person(s) shown on **your** booking form.

Unattended: When you cannot see or are not close enough to your personal baggage, money, property or vehicle to stop it being damaged or stolen.

Validation Certificate: the Validation Certificate or Schedule of Cover, which is issued to you. Valuables: Watches, jewellery, items made of or containing precious stones, semi-precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/ digital/ optical/ audio/ video media, MP3/4 players or similar and/or accessories, EBook readers, telescopes, binoculars, furs, leather goods, animal skins, and silks.

We, us, our: White Horse Insurance Ireland dac.

Winter sports equipment: Skis (including bindings), ski boots, ski poles and snowboards. You, your, yourself: Each insured person named on the Validation Certificate issued with this document. Each person must have lived within the United Kingdom, the Isle of Man for at least 6 (six) of the last 12 (twelve) months and have paid the appropriate premium.

# PERIOD OF INSURANCE

The period of insurance is specified on **your Validation Certificate**. All trips must start from **your country of residence**. If **your** return to **your country of residence** is unavoidably delayed for an insured reason, cover will be extended for the period of the delay. No cover can be provided for trips that have already commenced at the start date of **your** policy except where **you** renew an existing annual multi-trip policy which fell due for renewal during the trip.

## Annual Multi-trip policies:

#### Cancellation section

Cover under the Cancellation section starts from either the commencement date on the **Validation Certificate** or the time and date at which each trip is booked (whichever is the later), and ends on whichever occurs first of the following:

- 1. the commencement of each trip; or
- 2. the expiry of the period of cover.

Cancellation cover for trips booked to commence outside the period of cover is limited to the geographical region shown on **your Validation Certificate**.

#### All other sections

Cover starts when **you** leave **your home** or business (whichever is the later) to commence each trip and ends on whichever occurs first of the following:

- 1. the expiry of the period of cover; or
- 2. your return home as planned, at the end of each trip; or
- 3. **your** first return to **your country of residence** prior to the planned return at the end of each trip; or
- 4. **your** period of travel exceeding the trip limit.

Cover is included whilst travelling directly from **your home** or business (whichever is the later) to **your** departure point and back again when **you** return, limited to a maximum of 24 (twenty four) hours in each direction.

The total length of any one trip on an annual policy is limited to the maximum number of days shown on **your Validation Certificate**. If **your** policy renews during a trip then the maximum limit applies to the whole trip. Winter sports cover is limited to 17 (seventeen) days per policy year and is only available if **you** are aged up to 70 (seventy) years. The annual multi-trip policy only covers trips within **your country of residence** provided that **you** have pre-booked accommodation for 2 (two) or more nights in a row which has been paid for or is contracted to be paid for.

The maximum duration of any one trip is 31 (thirty one) days.

Claims will only be paid when the duration of **your** trip falls within the maximum trip duration shown on **your Validation Certificate** even if the incident **you** are claiming for happens during the part of the trip **you** have covered.

# IMPORTANT DECLARATION

## No cover under certain sections

This insurance policy contains health restrictions that apply to the cover provided under the Cancellation, **Curtailment**, Medical Emergency Expenses and **Personal Accident** sections.

This insurance policy is designed to cover **you** for unforeseen illnesses and accidents occurring during the period of insurance. Please refer to the 'Anyone upon whom the trip may depend' section for terms that apply for non-travelling **immediate relatives**, a **travelling companion** not insured by this policy and people that **you** intend to stay with. If **you** are travelling within the United Kingdom please see the 'Travelling within the United Kingdom section. For all other travel **we** will not cover claims if **you** or any person insured on **your** policy at the time of booking **your** trip or the date of departure whichever is the later:

- Are travelling against medical advice;
- Are awaiting a consultation or diagnosis;
- Have been diagnosed with a terminal condition;
- Are travelling for the purpose of obtaining medical treatment.

## Anyone upon whom your trip may depend

An **immediate relative** who is not travelling with **you**, a **travelling companion** not insured by this policy, or the person **you** are intending to stay with, may have a **pre-existing medical condition**. 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 person's **medical practitioner** can confirm in writing that, at the time **you** bought this policy or booked the trip (whichever is later), 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 **medical practitioner** will not confirm this, **your** claim is not covered.

## Travelling within the United Kingdom

If you have a pre-existing medical condition and you are travelling in the United Kingdom and not taking a flight or a sea crossing, and your state of health deteriorates greatly, you may want to cancel or curtail your journey. Subject to all other terms and conditions, such claims are covered if your medical practitioner is prepared to state that at the time you bought the policy or booked the trip (whichever is later), he/she would have confirmed you were fit to travel on your booked trip and would not have seen any substantial likelihood of your condition, deteriorating to such a degree that cancellation or curtailment would become necessary. If your medical practitioner 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. **We** have the right to request a medical certificate to confirm this.

# CANCELLATION OF YOUR POLICY

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

After the 14 (fourteen) days **you** may cancel the policy at any time by contacting **us**, but no refund of premium will be available. To request cancellation of **your** policy within the 14 (fourteen) days then please email <u>enquiries@avanti.co.uk</u> or write to the address below, confirming that **you** would like to cancel **your** policy and whether there any claims that have been made or are pending against **your** policy:

Customer Service Department Avanti Insurance Limited Century House Century Drive Braintree Essex CM77 8YG

#### Cancellation by us;

If **you** fail to satisfy the terms of **your** policy, **we** may choose to cancel **your** policy during the Period of Insurance by giving **you** 7 (seven) days written notice of cancellation to the last address **you** provided **us** with. Examples of when **we** may cancel includes **you** not paying a Premium when due or **us** discovering that **you** are no longer eligible for cover (such as no longer living in the United Kingdom), etc.

## **GEOGRAPHICAL LIMITS**

This policy only provides cover for the following trips:

## Annual Multi-Trip

**Europe Exc**: the continent of Europe west of the Ural mountains, all countries bordering the Mediterranean Sea, as well as Madeira and The Azores, (but excluding those countries mentioned in Europe Inc.).

Europe Inc – Europe Exc and Spain, the Canaries, Turkey, Cyprus, Malta and Switzerland.

Australia and New Zealand - Australia and New Zealand (Including cover for a stopover of up to 24 (twenty four) hours in any Worldwide country on both your outward and return journey)

Worldwide Exc - all countries excluding the USA, Canada & the Caribbean.

Worldwide Inc - all countries including the USA, Canada & the Caribbean.

# AGE LIMITS

## Annual Multi-Trip

This policy entitles **you** to take trips up to a maximum length of 31 (thirty one) or 45 (forty five) days for company schemes with 1 (one) to 4 (four) members up to the age of 65 (sixty five) years or 1 (one) to 5 (five) members up to the age of 75 (seventy five) years.

Family cover applies to **you** and **your** husband/wife or **common law partner/civil partner** plus up to four dependent children of either of **you**, under the age of 19 (nineteen) years or under the age of 23 (twenty three) if in full time education and all permanently residing with **you**. Adults travelling under this policy may travel independently. **Your** dependent children are only covered when travelling with an adult insured under this policy.

# SPORTS AND ACTIVITIES

This policy provides cover for claims directly or indirectly resulting from participation in certain sports and activities as set out below provided that:

- 1. **your** participation in the sports and activities concerned is on a recreational and non-professional basis;
- 2. you comply with all local laws and regulations; and
- 3. **you** comply with the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).

We will not pay any claim directly or indirectly resulting from participation in, professional or organised sports, racing, speed or endurance tests.

## Sports and activities covered

Participation in the following sports and activities is covered at no additional premium and without the need for prior declaration.

Cover is provided whilst participating in these sports and activities under all sections of the policy except the Personal Property section (unless otherwise agreed).

Any marked with **‡** are not covered under the **Personal Accident** section, any marked with **\*** are not covered under the Personal Liability section:

Aerobics/Pilates/Yoga, Archery \*, Banana Boating, Beach games , Body boarding/Boogie Boarding (only on inland waters or coastal waters within a 12 mile limit from land) \*, Bungee jump ‡, Camel/Elephant Riding, Climbing (on climbing wall only), Cycling (excluding BMX and mountain biking) \*, Dinghy/Hobie Cat sailing (only on inland waters or coastal waters within a 12 miles from land) \*, Flying as a passenger in an aircraft (private plane, small aircraft, glider or helicopter), Football/Soccer, Fruit or vegetable picking (under 3 metres), Go karting \*, Golf, Gym – Fitness, Hiking/Fell Walking/Rambling/Trekking up to 4000m altitude (provided no overnight stays between 2000m and 4000m), Horse riding (maximum 7 days, no polo, hunting or jumping) \*, Hot air ballooning, Hydro zorbing, Ice-skating (rink only), Jet skiing \*, Martial arts (non-contact training only), Motorcycling (maximum 125cc, with appropriate licence held) \*, Non-manual work (excluding animal sanctuary/refuge work) \*, Paintballing \*, Parascending/Parasailing (over water), Pony trekking, Rafting/Canoeing/Kayaking (including white water up to grade 3 and in coastal waters within 12 miles from land) \*, Roller skating/Blading/In-line skating (no stunts), Safari (not involving use of firearms), Sailing (including Yachting and catamaran, within European waters, no racing) \*, Shark diving (in a cage)  $\ddagger$ , Skydiving (one jump and tandem only)  $\ddagger$ , Sledging/Sleigh riding (as a passenger only, pulled by horse, reindeer or dogs), Snorkeling, Surfing \*, Swimming (in a pool, inland waters or coastal waters within 12 miles from land), Swimming with dolphins, Sydney Harbour Bridge walk, Tennis, Trampolining, Tree top trekking, Tubing/Ringos, Water skiing (only on inland waters or coastal waters within 12 miles from land, no jumping) \*, Wind tunnel flying  $\frac{1}{2}$ , Windsurfing/Board sailing (only on inland waters or coastal waters within 12 miles from land) \*, Zorbing.

## Winter sports activities

**You** will be covered for skiing and snowboarding as well as the following winter sports activities.

Big foot skiing, Cross country skiing (recognised paths), Glacier skiing, Heli-skiing/-boarding, Langlauf, Mono-skiing, Skiing, Off-piste skiing (with a professional guide on designated pistes within the resort), Ski touring, Sledging, Snowboarding, Snow shoeing, Snowcat skiing, Tobogganing.

## Sports and activities not covered

We may be able to offer cover for other sports and activities which are not listed above. If **you** plan to participate in a sport or activity that does not appear in the lists above, **you** should contact Avanti on 01376 560 800.

We will not pay any claims arising from your participation in any sports and activities other

than those listed above unless **you** have told **us** or Avanti about **your** planned participation and **we** have agreed to provide cover for such sport or activity under this policy.

# 24 HOUR MEDICAL EMERGENCY SERVICE

IMPORTANT – please quote reference Avanti Travel WHIL.

**Our medical emergency service** provides immediate help in the event of **your** illness or injury arising outside **your country of residence**. They provide a multi-lingual emergency service 365 days a year and can be contacted by telephone 24 (twenty four) hours a day.

If **you** have an emergency during **your** trip and require medical treatment whilst outside the United Kingdom which necessitates **inpatient** treatment or costs likely to exceed £500, or if **your** journey is cut short **(Curtailment)** or **you** have to return early to the United Kingdom, **you** must phone the **medical emergency service** as soon as possible. When contacting them, **you** will need to quote **your** Policy Number and confirm that **you** have an Avanti policy insured by White Horse Insurance Ireland dac.

When **you** call the **medical emergency service** it is a condition of service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem.

The service includes, where necessary:

- 1. Multi-lingual assistance with doctors and hospitals.
- 2. Repatriation arrangements by escort by a medical attendant
- 3. Travel arrangements for other members of your party or your immediate relative.
- 4. On arrival in your country of residence, an ambulance service to hospital or your home.

If you need to contact the Medical Emergency Service please telephone: + 44 1733 224 955.

You can also contact the Medical Emergency Service by email at assistance@cegagroup.com

If **you** make contact by email, please supply your overseas location, **your** contact details and **your** Avanti policy number.

#### A note to all insured persons, 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 service** to see all of **your** medical records and information.

#### Important note

For medical expenses incurred in the United States of America (USA), White Horse Insurance Ireland dac will only pay for reasonable and necessary emergency treatment, surgery, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then White Horse Insurance Ireland dac will pay a maximum amount of 150% of the USA Medicare rate.

# **RECIPROCAL HEALTH AGREEMENTS**

## In Europe:

If **you** are a United Kingdom resident **you** are entitled to medical treatment which becomes necessary when temporarily visiting countries in the European Union (EU), Iceland, Liechtenstein, Norway or Switzerland free of charge or at a reduced cost by using the European Health Insurance Card (EHIC). **You** can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 (sixteen) (or 19 (nineteen) if they are in full time education) at the same time as applying for **your** own. **You** can apply online at www.ehic.org.uk or by calling 0300 330 1350.

If **you** use **your** EHIC in an applicable country, **we** will not deduct the **excess** under the Medical Emergency Expenses and Repatriation section.

#### In Australia and non-EEA countries and territories:

There are reciprocal medical treatment arrangements for United Kingdom nationals travelling in Australia.

If **you** need medical treatment in Australia, **you** should enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** should do this after the first occasion **you** receive treatment. **Inpatient** and outpatient treatment at a public hospital will then be available free of charge or at a minimal cost. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website www.humanservices.gov.au/customer/subjects/medicare-services.

The United Kingdom also has reciprocal healthcare agreements with other non-EEA countries and territories. Details can be found at www.nhs.uk/NHSEngland/Healthcareabroad/.

## HOW TO MAKE A CLAIM/CLAIMS CONDITIONS

Please read this section carefully as it sets out the conditions which apply in the event of a claim or a possible claim.

If you do not comply with any of the requirements set out below, we shall not be liable to pay any claim which may arise.

## **Claims Cooperation**

You shall provide assistance and cooperate with us or our representatives in obtaining any records we or they feel necessary to evaluate the incident or claim.

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

If **we** require any information, evidence, documentation, medical information, receipts or bills, these must be obtained by **you** at **your** expense.

Following notification of a claim, **you** shall provide, when asked, all authorisations necessary to obtain **your** medical records. **We** have the right to have **you** examined by a physician or an expert of **our** choice, and at **our** expense, when and as often as **we** may reasonably request. If **we** require a medical examination, **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination.

#### **CLAIMS CONDITIONS**

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

In order to notify **us** of a claim, **you** should contact White Horse on Telephone: **01733 224 957**. Email : claims@white-horse.ie

#### MEDICAL EMERGENCY CLAIMS CONDITIONS

If you have an emergency during your trip and require medical treatment whilst outside the United Kingdom which necessitates **inpatient** treatment or costs likely to exceed £500, or if your journey is cut short (Curtailment) or you have to return early to the United Kingdom, you must phone the **medical emergency service** as soon as possible. If medical treatment is needed, you must tell us immediately and you must allow the **medical emergency service** to see all your medical records and information

When **you** call the **medical emergency service**, they shall be solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. If **you** do not follow their decisions, **we** may not pay **your** claim.

If you need to contact the medical emergency service please telephone: + 44 1733 224 955.

You can also contact the **medical emergency service** by email at assistance@cegagroup.com If **you** make contact by email please supply **your** overseas location; **your** contact details and **your** Avanti policy number.

## MAKING YOURSELF HEARD

We know that sometimes, no matter how hard we try, we don't always get it right. If we give you cause for complaint, it's important that you know that we are committed to providing you with an exceptional level of service and customer care.

When this happens, we want to hear about it so that we can try to put things right.

#### **STEP ONE:**

#### Initiating your complaint

Does the complaint relate to: A. The sale of **your** policy? B. A claim on **your** policy?

If A, **you** can write to: Customer Services Manager Avanti Travel Insurance Century House Century Drive Braintree Essex CM77 8YG Email: complaints@avanti.co.uk Telephone : 01376 560844

If B, **you** can write to: The Customer Experience Manager White Horse Insurance Ireland dac First Floor Rineanna House Free Zone West Shannon County Clare Republic of Ireland

Alternatively, **you** can email complaints@white-horse.ie **We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

## STEP TWO:

#### If you remain dissatisfied:

Does the complaint relate to? A. The sale of **your** policy? B. A claim on **your** policy? If you remain dissatisfied you may refer your case to:

If A, The Financial Ombudsman Service (FOS): The Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0300 123 9123 or 0800 023 4567 Fax: 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services.

It will only consider complaints after **we** have provided **you** with written confirmation that our internal complaints procedure has been exhausted.

Please note that **you** have six months from the date of **our** final response in which to refer **your** complaints to the FOS. Referral to the FOS does not affect **your** right to take legal action.

If B, Financial Services Ombudsman's Bureau: Financial Services Ombudsman's Bureau 3rd Floor Lincoln House Lincoln Place Dublin 2 Ireland Email: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

Please note the Financial Services Ombudsman's Bureau will not consider **your** complaint until a final response letter has been issued.

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS).

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

# DATA PROTECTION

## Introduction

Please make sure **you** read and understand this Data Protection Notice as it explains to **you** what **we** will do with the information **you** give us if **you** apply for **our** products and /or services. It is highly likely that **we** will need both personal and sensitive data about **yourself** and anyone else who is covered by this application form and who is also to be covered under the policy, in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person who is covered under **your** insurance policy. If **your** application includes other individuals then **we** will assume they have given their consent to **you** to give their information to **us**.

## **Protection of your Personal Data**

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us**, either in respect of **yourself** or other individuals in connection with **our** products, will be treated in strictest confidence by **us** and will be held by **us** for the purpose of providing and administrating **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within **our** group of companies) or **our** agents.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **your** behalf. Some of these companies may be based outside the European Union in countries which may not have the legislation or laws to protect **your** personal data but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided. To ensure that **your** personal data is kept securely should it leave the European Union and be passed to a company outside of that **we** will ensure that **we** have entered into a model clause agreement with that company to ensure **your** personal and sensitive data is kept safe and secure.

# **GENERAL CONDITIONS**

These General Conditions apply to all sections of the policy.

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 excess, or the extent of your cover under the policy may be affected.

- 2. Under some sections there is an amount deducted (an **excess**) per incident, which applies to each **insured person** involved in an incident, as do the sums insured under each section.
- 3. We will not pay for any loss which has not been proven or evidenced.
- 4. You must take all reasonable steps to recover any lost or stolen article.
- 5. If **you** make a fraudulent claim under this policy or if **your** claim is fraudulent in any way or if any fraudulent means are used to obtain a benefit under this policy:
  - a. all benefit under the policy will be forfeited;
  - b. we are not liable to pay the claim;
  - c. we may recover from you any sums we have paid under the policy;
  - d. we may cancel the policy from the time of the fraudulent act;
  - e. we may not refund any premium; and
  - f. **we** may inform the police of the circumstances.
- 6. The original **Validation Certificate** must be produced before any claim is paid. **We** will not pay any claim without this document.
- 7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
- 8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
- 9. **We** may at any time pay to **you** our full liability under the policy after which no further payments will be made in any respect.
- 10. If at the time of making a claim there is any other insurance covering the same risk, **we** will not be liable for **your** claim (unless the individual sections of the policy provide otherwise).
- 11. You must assist us to obtain or pursue a recovery or contribution from any third party or other insurers (including the Department of Works and Pensions) by providing all details required and by completing any necessary forms.
- 12. We and you do not intend any term of this contract to be enforceable by any third party in accordance with the Contracts (Rights of Third Parties) Act 1999.

# **GENERAL EXCLUSIONS**

The policy does not cover the following:

- 1. any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section of this policy;
- 2. any claim arising from **you** failing to take medication as prescribed by **your medical practitioner**;
- any claim for the cost of elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated your admittance into hospital;
- 4. any claim arising from sexually transmitted infections;
- 5. any claim arising from your suicide or attempted suicide or deliberately injuring yourself;

- 6. any claim arising from **you** being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), drug addiction, solvent abuse;
- any claim arising from your jumping from vehicles, balconies or buildings or any other self-exposure to needless risk (unless your life is in danger or you are trying to save someone's life);
- any claim arising or resulting from you being involved in any malicious, reckless, illegal or criminal act including your failure to comply with the laws applicable to the country in which you are travelling;
- 9. any claim where the terms shown under 'SPORTS AND ACTIVITIES' requirements have not been followed;
- 10. any claim arising from air travel within 24 (twenty four) hours of scuba diving;
- any claim arising as a result of **you** driving a motor vehicle, riding a motorcycle or mechanically assisted bicycle, unless **you** have an appropriate license, are insured under a motor insurance policy, are following the local safety laws and, in respect of motorcycling, the engine capacity is 125cc or lower or if **you** are not wearing a helmet. Quad biking is not covered at any time;
- 12. Any claim where **you** are not wearing a seatbelt when traveling in a motor vehicle, where a seatbelt is available;
- 13. any claim arising as a result of your manual work;
- 14. any claim arising from the bankruptcy/liquidation of any tour operator, travel agent or transportation company other than where applicable under Section 16 Scheduled Airline Failure;
- 15. any other loss connected to the event **you** are claiming for, unless **we** specifically provide cover under this policy. For example, loss of earnings due to being unable to return to work following injury or illness occurring whilst on a trip, or for the cost of replacing locks if keys are lost whilst on a trip;
- 16. any costs recoverable from another source (unless the individual sections of the policy provide otherwise);
- 17. any costs incurred by, or on behalf of, any person who is not insured by this policy;
- 18. any costs for any management fees, maintenance costs, or exchange fees associated with timeshares and similar arrangements.
- 19. any claim directly or indirectly caused by or contributed to by, or arising from:
  - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
  - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound;
- 20. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
- 21. any claim arising as a result of the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under the **Personal Accident**, Medical Emergency Expenses and Repatriation, Medical Inconvenience Benefit and United Kingdom Expenses sections);

- any claim arising as a result of **your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office (www.gov.uk/foreigntravel-advice) or the World Health Organisation (<u>www.who.int</u>) has advised the public not to travel;
- 23. any claim which arises directly or indirectly from **you** not being allowed to board a flight, train, sea vessel, coach or bus for any reason;
- 24. any claim arising from **your** failure to obtain the required passport or visa;
- 25. any claim arising as a result of war, risk of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or unrest assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under section 5 Personal Accident, section 6 Medical Emergency Expenses and Repatriation and section 7 Medical Inconvenience benefit unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any trip.
- 26. any claim arising as a result of **terrorism** but this exclusion shall not apply to losses under any sections other than Sections 1, 8, 12, 14, 15 and 18 unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any trip.

# **SECTION 1 - CANCELLATION**

## YOU ARE COVERED

Up to the amount shown on the summary of cover table for **your** proportion of costs only if **your** travel, accommodation or, pre-booked excursions up to £250, are cancelled before **your** departure from **your country of residence** (including ski hire, ski school, lift passes for winter sports trips or **golf equipment** hire and green fees where the appropriate premium has been paid), which have not been used and which **you** have paid, or are contracted to pay, providing the cancellation is necessary and unavoidable due to:

- 1. the death or disablement by bodily injury, illness or being subject to quarantine of:
  - a. you; or
  - b. an immediate relative of yours, or
  - c. a travelling companion; or
  - d. any person you are intending to travel to or stay with; or
  - e. a close business associate of yours;
- you or a travelling companion discovering that you/they are pregnant after the date of issue of this policy or the date the trip was booked (whichever was the later), if the booked return date is within 12 (twelve) weeks (16 (sixteen) weeks for a multiple birth) of the expected date of delivery, or complications of pregnancy;
- 3. **you** or a **travelling companion** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a court of law;
- 4. your redundancy or the redundancy of a travelling companion, provided that:
  - a. **you**/they have been employed for 2 (two) continuous years with the same employer at the time of being made redundant, ;

- b. you/they are under the normal retirement age for someone holding that position;
- c. we are informed in writing immediately notification of redundancy is received; and
- d. **you** were not aware of the impending redundancy at the time the policy was issued or the trip booked, whichever was the earliest;
- 5. your home being made uninhabitable or place of business being made unusable, up to 14 (fourteen) days before the commencement of your trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting your presence following burglary or attempted burglary at your home or place of business;
- 6. **your** passport, or the passport of **your travelling companion** being stolen during the 7 (seven) days before **your** departure date;
- 7. a government directive prohibiting all travel to the country or area **you** were planning to visit, as a result of a natural disaster (e.g. earthquake, fire, flood, hurricane or epidemic).
- 8. **you** are a member of the Armed Forces, Police, Fire, Nursing or Ambulance services and **you** have to stay in **your country of residence** because of an emergency or **you** are posted overseas unexpectedly.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must report any theft of passport to the necessary authorities within 48 (forty eight) hours, including but not limited to, the police and Her Majesty's Passport Office, and a written report obtained.

You are not covered if:

1. You decide you no longer want to travel.

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section of this policy.
- 3. Any claims arising due to a medical condition where a **medical practitioner** did not confirm that cancellation of the trip was necessary prior to the trip being cancelled.
- 4. Anything caused directly or indirectly by:
  - a. any increased charges which are incurred due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel; or
  - b. prohibitive regulations by the government of any country.
- 5. Claims of Air Passenger Duty (APD) (which can be reclaimed by **you** through **your** travel agent or airline).
- 6. The cost of any visa required in connection with **your** trip.
- 7. Avios Awards, loyalty card vouchers or points or unused timeshare points, membership/maintenance fees, air miles or similar promotions.
- 8. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 2 - CURTAILMENT**

The **medical emergency service** must be contacted immediately in the event of an injury, illness or hospitalisation, where repatriation to **your country of residence** has to be considered.

## YOU ARE COVERED

Up to the amount shown on the summary of cover table for:

- The unused portion of your travel and/or accommodation arrangements which were paid for before your departure from your country of residence (including ski hire, ski school, lift passes, golf equipment hire and golf fees which do not have to be paid for before your departure from your country of residence, including reasonable extra travel costs if it is necessary for you to curtail your trip due to:
  - a. the death, severe injury or serious illness of:
    - i. you; or
    - ii. an immediate relative of yours, resident in your country of residency, or
    - iii. a travelling companion; or
    - iv. a close business associate of yours;
  - b. complications of pregnancy of you or a travelling companion; or
  - c. your home being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting your presence following burglary or attempted burglary at your home or place of business; or
  - d. **you** being unable to continue **your** trip, as detailed in **your** travel itinerary, due to loss or theft of **your** passport, or that of a **travelling companion**.

These proportionate values will be calculated from the date of return to **your country of residence** and/or for the period **you** are hospitalised as an **inpatient** abroad.

- Reasonable additional travelling expenses incurred by you for returning to the country of residence (on the same basis as your original booking) earlier than planned for a reason stated under Part 1 of You are Covered under this section.
- 3. Up to £200 per insured person for unused travel and /or accommodation arrangements which were paid for before your departure from your country of residence if you curtail your trip due to an act of terrorism provided:
  - a. the act of **terrorism** occurs within 10 (ten) miles of the holiday accommodation that **you** are staying in at the time of the incident and results in the death of 5 (five) or more people; and
    - i. **you** are an independent traveller and have at least 50 (fifty) percent of **your** trip remaining or a minimum of 2 (two) days, whichever is the greater; or
    - ii. **your** holiday provider organises **your** early return to **your country of residence** but does not provide any settlement for unused accommodation

**NOTE**: The **medical emergency service** only assists with **curtailment** due to medical reasons, not for the other reasons listed under this section.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- You must contact the medical emergency service immediately in the event of an injury, illness or hospitalisation, where repatriation to your country of residence has to be considered.
- 2. You must report a theft of passport to the necessary authorities within 48 (forty eight) hours, including but not limited to, the police and Her Majesty's Passport Office, and a written report obtained.
- 3. You must provide written evidence of the location of the act of **terrorism** in relation to **your** booked holiday

You are not covered for:

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section of this policy.
- Claims that are not confirmed as medically necessary by the medical emergency service and where a medical certificate has not been obtained from the attending medical practitioner abroad confirming it necessary to curtail the trip.
- 4. Additional travelling expenses incurred which are not authorised by the **medical emergency service** where appropriate.
- 5. The cost of **your** original return trip if this has already been paid and **you** need to **curtail your** journey.
- 6. The cost of any visas required in connection with **your** trip.
- 7. Loss of enjoyment.
- 8. The Avios Awards, loyalty card vouchers or points or unused timeshare points, membership/maintenance fees, air miles or similar promotions.
- 9. Any additional travel expenses where **you** had no pre-booked return journey.
- 10. Anything mentioned in the General Exclusions section of this policy.

# SECTION 3 - MISSED DEPARTURE

This section does not apply to trips within **your country of residence** (except for trips between the United Kingdom and the Channel Islands).

## YOU ARE COVERED

Up to the amount shown on the summary of cover table for:

- Necessary accommodation and travelling expenses (not including food, drink and telephone expenses) incurred in reaching **your** booked destination if:
  - i. the vehicle you are travelling in breaks down; or
  - ii. the vehicle you are travelling in is involved in an accident; or
  - iii. you are delayed as a result of a major incident on a motorway; or
  - iv. the public transport being used is delayed;

resulting in **you** arriving at **your** departure point too late to commence **your** booked journey from or to **your country of residence**.

Please note: For residents of Northern Ireland, this section also applies to an international departure point within the Republic of Ireland.

- 2. Necessary accommodation and travelling expenses (not including food, drink, and telephone expenses) incurred in returning to **your country of residence** if:
  - i. you are delayed as a result of road closures due to an act of terrorism; or

ii. the **public transport** being used is delayed or cancelled due to an act of **terrorism**; resulting in **you** arriving at **your** departure point too late to commence **your** booked return journey to **your country of residence.** 

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must supply us with:
  - a. a letter from the **public transport** provider confirming that the service did not run on time and the reason for the delay;
  - b. written confirmation of the delay from the authority that attended the accident or breakdown affecting the car **you** were travelling in;
  - c. written confirmation from the police or motoring authorities (e.g. Highways Agency) to confirm a major incident on a motorway causing delays or closure on the motorway or road closures due to an act of **terrorism**.

You are not covered if:

- 1. Sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent.
- 2. You have not arrived at the departure point within 24 (twenty four) hours of leaving your home.

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of your policy and the date your travel tickets or confirmation of booking were issued.
- 3. Additional expenses where the **public transport** operator has offered reasonable alternative travel arrangements.
- 4. Anything mentioned in the General Exclusions section of this policy.

# SECTION 4 - TRAVEL DELAY AND ABANDONMENT

This section does not apply to trips within **your country of residence** (except for trips between the United Kingdom and the Channel Islands).

#### **YOU ARE COVERED**

- For the benefit shown on the summary of cover table (regardless of the number of incidents of delay), if **your** flight, sea crossing, coach or train departure is delayed for more than 12 (twelve) hours beyond the intended departure time (as specified on **your** travel ticket); or
- 2. Up to the amount shown on the summary of cover table for your proportion of costs for your travel, accommodation or pre-booked excursions (including ski hire, ski school, lift passes for winter sports trips or golf equipment hire and green fees where the appropriate premium has been paid) which have not been used and which you have paid, or are contracted to pay if you abandon your trip as a result of your flight, sea crossing, coach or train departure from your final international departure point in your country of residence being delayed for more than 12 (twelve) hours beyond the intended departure time (as specified on your travel ticket).

Cover is provided for 1 and 2 if the delay is as a result of:

- a. strike or industrial action; or
- b. adverse weather conditions if the underlying and continuing cause; or
- c. mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel; provided that when this policy was purchased or the trip was booked (whichever is the later), there was no reasonable expectation that the trip would be affected by such cause.

Cover under Part 1 is also extended to provide cover if the delay is due to an act of **terrorism** affecting **your** return journey to **your country of residence**.

Please note: For residents of Northern Ireland, this section also applies to an international departure point within the Republic of Ireland.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. **You** must check in for flights, sea crossing, coach or train departures before the intended departure time.
- 2. **You** must obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay.

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of an appropriate transport authority in any country. For example, the Civil Aviation Authority or the Port Authority.

- 3. Costs recoverable if **you** abandon the trip.
- 4. Any costs incurred as a result of **you** missing a connecting flight.
- 5. Any claim that results from volcanic ash.
- 6. Anything mentioned in the General Exclusions section of this policy.

## **SECTION 5 - PERSONAL ACCIDENT**

#### YOU ARE COVERED

For the benefits shown on the summary of cover table, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 (twelve) months after the date of that accident, is the sole cause of **your**:

- 1. death; or
- 2. physical loss of, or permanent and total loss of use of, one or more limbs at or above the wrist or ankle; or
- 3. complete and irrecoverable loss of sight in one or both eyes; or
- permanent total disablement which prevents you from attending to any business or occupation in any capacity for a period of 12 (twelve) months and which, in the opinion of our medical and/or our vocational advisors, will not improve.

**NOTE**: Please see the table of benefits for specific **personal accident** limits that vary according to **your** age at the time of the accident. In addition, if **you** are aged under 16 (sixteen) or over 69 (sixty nine) at the time of the accident, the death benefit is limited to reimbursement of funeral expenses only.

## YOU ARE NOT COVERED

- 1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section of this policy.
- 2. Any claims for death, loss or disablement caused directly or indirectly by:
  - a. a disease or any physical defect or illness;
  - b. an injury which existed prior to the commencement of the trip;
  - c. pregnancy.
- 3. Any claims under this section not notified to us within 12 (twelve) months of the date of the accident.
- 4. Those activities marked **‡** in the Sports and Activities section.
- 5. Anything mentioned in the General Exclusions section of this policy.

# SECTION 6 - MEDICAL EMERGENCY EXPENSES AND REPATRIATION

This section applies to trips:

- 1. outside your country of residence; or
- 2. by United Kingdom residents to the Channel Islands; or
- 3. by a Channel Islands resident to other parts of the United Kingdom.

## YOU ARE COVERED

Up to the amount shown on the summary of cover table for **reasonable and customary costs** incurred outside **your country of residence**:

- 1. for emergency medical treatment and repatriation provided that claims for emergency dental treatment (for the relief of pain only) are limited up to a maximum of £250;
- for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend to stay with you and/or accompany you home on medical advice or if you are a child and require an escort home;
- 3. in the event of **your** death:
  - a. for the return of **your** body or ashes to **your country of residence** (the cost of burial or cremation is not included); or
  - b. local funeral expenses abroad up to the amount shown in the summary of cover table.

## SPECIAL CONDITIONS RELATING TO CLAIMS

For medical expenses incurred in the United States of America (USA), White Horse Insurance Ireland dac will only pay for reasonable and necessary emergency treatment, surgical, hospital and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then White Horse Insurance Ireland dac will pay a maximum amount of 150% of the USA Medicare rate.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must contact the medical emergency service if, during your trip, you become ill, injured, or have a complication of pregnancy and you require inpatient hospital treatment, repatriation, or your medical expenses are likely to exceed £500.
- 2. You must retain and produce all receipts in the event of a claim.

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section.

- 3. Any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement.
- 4. Any expenses incurred for illness, injury or treatment required as a result of:
  - a. surgery or medical treatment which in the opinion of the attending **medical practitioner** and the **medical emergency service** doctor can be reasonably delayed until **your** return to **your country of residence**; or
  - b. medication and/or treatment which at the time of departure is known to be required or to be continued outside **your country of residence**.
- 5. Any expenses incurred after the date that the treating **medical practitioner** and the **medical emergency service** doctor are in agreement that **you** can safely travel **home**, if **you** refuse to return **home**.
- 6. Preventative treatment which can be delayed until **you** return to **your country of residence**.
- 7. For any claim where at the departure date, **you** or **your travelling companion** are travelling against the advice of a **medical practitioner** or travelling for the purposes of obtaining, or in the knowledge that **you** will have, medical treatment, tests or investigations.
- 8. Claims that are not confirmed as medically necessary by the attending **medical practitioner** or the **medical emergency service** doctor.
- 9. The cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital.
- 10. Any treatment or services provided by a private clinic or hospital, or any additional hospital costs arising from single or private room accommodation unless the **medical emergency service** have agreed that this is medically necessary.
- 11. Any treatment or services provided by a health spa, convalescent home or any rehabilitation centre.
- 12. Expenses incurred as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or taken the NHS recommended medication.
- 13. Taxi fares not considered medically necessary, and where receipts have not been provided.
- 14. The costs of phone calls other than the first call to notify the **medical emergency service** about the medical problem.
- 15. Costs that arise over 12 months after the date of the incident that **you** are claiming for.
- 16. Any costs for cosmetic surgery or body art (e.g. tattoos or piercings) and any subsequent medical treatment required as a result of such a procedure.
- 17. Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside **your home**. Where possible and with the agreement of **your medical practitioner**, **you** should always travel with plenty of extra medication in case of travel delays.
- 18. Any treatment or medication that **you** receive after **your** return to **your country of residence**.
- 19. Anything mentioned in the General Exclusions section of this policy.

# SECTION 7 - MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- 1. outside your country of residence; or
- 2. by United Kingdom residents to the Channel Islands; or
- 3. by a Channel Islands resident to other parts of the United Kingdom.

This benefit payment contributes towards miscellaneous expenses incurred whilst **you** are hospitalised as an **inpatient** abroad (e.g. taxi fares and telephone calls).

This is in addition to any medical expenses incurred under the Medical Emergency Expenses section.

## YOU ARE COVERED

Up to the amounts shown on the summary of cover table for each complete 24 (twenty four) hours spent as an **inpatient** if **you** are admitted to a registered hospital abroad.

## YOU ARE NOT COVERED

You are not covered if:

1. The hospital admission is not covered under the terms of the Medical Emergency Expenses and Repatriation section.

# SECTION 8 - UNITED KINGDOM EXPENSES

This section covers trips taken by United Kingdom residents within the United Kingdom.

## YOU ARE COVERED

Up to the amount shown on the summary of cover table for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

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

## YOU ARE NOT COVERED

- 1. Any claim directly or indirectly caused by or contributed by, or arising from:
  - a. any accident or illness which is not sudden, unforeseen or beyond **your** reasonable control;
  - b. any medical condition or set of circumstances which are detailed as excluded from cover under the Important Declaration section.
- 2. Anything mentioned in the General Exclusions section of this policy.

## **SECTION 9 - PERSONAL PROPERTY**

## YOU ARE COVERED

## A: PERSONAL BAGGAGE

Up to the amount shown on the summary of cover table for the value of, or repair to, any of **your** own **personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after allowing for wear and tear and depreciation).

During the Christmas period (travel between 15<sup>th</sup> December and 15<sup>th</sup> January only) the overall cover limit is increased by £500.

There are also additional sub-limits for:

- 1. all valuables in total; and
- 2. any one article, pair and/or set of articles; and
- 3. all sunglasses/prescription sunglasses; and
- 4. personal baggage on the beach; and
- 5. replacement keys (house and/or car only).

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

Up to 12 months old	85% of purchase price
Up to 24 months old	70% of purchase price
Up to 36 months old	50% of purchase price
Up to 48 months old	25% of purchase price
Up to 60 months old	10% of purchase price
Over 60 months old	Not covered

## **B: DELAYED BAGGAGE**

Up to the amount shown on the summary of cover table towards the cost of buying replacement necessities if:

- a. **your** own **personal baggage** is delayed in reaching **you** on **your** outward journey for at least 12 (twelve) hours; and,
- b. **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative.

**NOTE**: Any amount **we** pay **you** under **part B** will be deducted from the final claim settlement under **Part A** if **your personal baggage** proves to be permanently lost.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must provide receipts for any claim under Part B.
- 2. You must exercise reasonable care for the safety and supervision of your property.
- 3. In the event of loss, burglary, or theft of **your personal baggage** or **valuables**, **you** must report this to the police within 48 (forty eight) hours and obtain a written report.
- 4. In the event that **your personal baggage** is lost, damaged or delayed in transit, **you** must: a. notify the carrier (i.e. airline, shipping company etc.) immediately; and
  - b. obtain a written carrier's report (or Property Irregularity Report in the case of an airline); or follow up in writing within 7 (seven) days to obtain a written carrier's
  - report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately.

- 1. The excess shown on the summary of cover table (unless excess waiver applies).
- Personal baggage left unattended by you, unless located in locked accommodation. In respect of valuables, these must be in a safety deposit box, unless one was not available.
- Personal baggage left in the custody of any person unless they are a family member, travelling companion or have an official responsibility for the safety and supervision of your property. In respect of valuables, these are only covered when left with a family member or travelling companion.
- 4. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
- 5. Personal baggage stolen from an unattended vehicle:
  - a. unless it was in the in the locked glove compartment, or locked roof box, or rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle; or
  - b. between the hours of 8pm and 8am (other than from motor homes).
- 6. **Valuables** left in an **unattended** vehicle (other than motor homes, provided the **valuables** are stored out of view).
- 7. Valuables within checked-in luggage or in luggage compartments/racks not immediately adjacent to you on any form of public transport (other than hand luggage that stays with you at all times).
- 8. Loss, destruction, damage or theft of:
  - a. contact lenses, hearing aids, dentures and prescribed medication; or
  - b. televisions, glass, china, pictures, musical instruments, antiques and precious stones; or
  - c. pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than non-motorised wheelchairs and pushchairs) and tents; or
  - d. tools of trade, samples, merchandise; or
  - e. perishable items e.g. food, alcohol, cigarettes or any other tobacco products.
- 9. Loss, destruction, damage or theft due to:
  - a. confiscation or detention by Customs or other officials or authorities;
  - b. wear and tear, process of cleaning, denting or scratching, staining, moth or vermin or any damage caused by leaking powder or fluid carried within **your** baggage;

- c. transportation by any postal service.
- 10. Electrical or mechanical breakdown or manufacturing fault.
- 11. 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.
- 12. Any property more specifically insured by, or recoverable from, any other source.
- 13. Stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind.
- 14. Winter sports equipment or golf equipment (unless the appropriate premium has been paid and is shown on your Validation Certificate, which covers you under a separate section of the policy).
- 15. Any loss of, or damage to, sports equipment whilst in use.
- 16. Any loss of jewellery (other than wedding rings) while swimming, or partaking in any sports or activities.
- 17. Anything mentioned in the General Exclusions section of this policy.

# SECTION 10 - PERSONAL MONEY AND DOCUMENTS

## YOU ARE COVERED

Up to the amount (including the cash limit), shown on the summary of cover table if **your** own **money** and/or **documents** are lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

## YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must exercise reasonable care for the safety and supervision of your money and documents.
- 2. **You** must report the loss or theft to the police within 48 (forty eight) hours and obtain a written report.

- 1. The excess shown on the summary of cover table (unless excess waiver applies).
- 2. Money and documents left unattended by you, unless left in a locked safety deposit box (or out of sight, in your locked accommodation if no safety deposit box was available);
- 3. Any shortages due to error, omission, variation or exchange rate or depreciation in value.
- 4. Any expenses claimed under the Loss of Passport Expenses section.
- 5. Anything mentioned in the General Exclusions section of this policy.

# SECTION 11 - LOSS OF PASSPORT EXPENSES

#### YOU ARE COVERED

Up to the amount shown on the summary of cover table for the following expenses, if **your** passport or visa is lost or stolen:

- 1. reasonable additional travel or accommodation expenses to obtain a new passport or visa; and
- 2. the cost of an emergency replacement or temporary passport, to enable **you** to continue **your** trip as planned.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must exercise reasonable care for the safety and supervision of your passport and visa.

You are not covered for:

- 1. Loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities.
- 2. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 12 - PERSONAL LIABILITY**

#### **YOU ARE COVERED**

Up to the amount shown on the summary of cover table (inclusive of claimant's legal costs and expenses and all defence costs) if **you** become legally liable to pay damages in respect of:

- 1. Accidental bodily injury, including death and illness to a person; and/or
- 2. Accidental loss of or damage to material property (property that is both material and tangible);

occurring during the trip. **We** will indemnify **you** for all such damages in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You or your legal representatives will give us written notice immediately if you have 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 **you** without **our** prior written consent.
- 3. Every claims notice, letter, writ or process or other document served on **you** shall be forwarded to **us** immediately upon receipt.
- 4. We shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for our own benefit any claim for indemnity or damages against all other parties or persons.
- 5. We may at any time pay you in connection with any claim or series of claims the sum

insured (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 **we** 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.

You are not covered for:

- Any bodily injury or illness of any person who is an **immediate relative** of **yours**, a travelling companion, or any bodily injury or illness of any person who is under a contract of employment, service or apprenticeship with **you** when the bodily injury or illness arises out of and in the course of their employment to **you**;
- 2. Loss or damage to property belonging to or held in trust by or in the custody or control of **You** other than temporary accommodation occupied by **you** in the course of the trip;
- 3. Any bodily injury or damage caused directly or indirectly in connection with the ownership, possession or use by you or on behalf of you of: aircraft, hovercraft, watercraft (other than non-mechanically powered watercraft less than 30 feet in length used on inland waters), mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads), firearms (other than sporting guns);
- 4. Any 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;
- 5. Any fraudulent, dishonest or criminal acts of **you** or any person authorised by **you**;
- 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
- 7. Complex (ARC) howsoever this syndrome has been acquired or may be named;
- 8. Any claim assumed by **you** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 9. Punitive or exemplary damages;
- 10. Anything mentioned in the General Exclusions section of this policy.

**NOTE** – If **you** are using a mechanical/motorised vehicle, make sure that **you** are adequately insured for third party cover, as **you** are not covered under this insurance. Please refer to the Sports and Activities section.

# **SECTION 13 - HIJACK**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for the unlawful seizure or wrongful exercise of control of an aircraft or conveyance in which **you** are travelling as a passenger.

#### YOU ARE NOT COVERED

You are not covered for:

1. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 14 - MUGGING BENEFIT**

A mugging is a violent attack on **you** with a view to theft by person(s) not previously known to **you**.

This cover is in addition to any expenses incurred under the Medical Emergency Expenses and Repatriation section and any benefit payable under the Medical Inconvenience Benefit section.

### YOU ARE COVERED

Up to the amount shown on the summary of cover table if **you** are mugged, and as a result of injuries received from the mugging, **you** are admitted as an **inpatient** to a registered hospital abroad.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. **You** must obtain a police report of the mugging as soon as possible and provide confirmation of **your** injuries.

You are not covered if:

1. The hospital admission is not covered under the Medical Emergency Expenses and Repatriation section.

# SECTION 15 - LEGAL COSTS AND EXPENSES

### Definition of words that apply to this section of cover.

Throughout this section only, the words and phrases listed below have the meanings given next to them:

### **Specific Definitions**

Legal expenses shall mean:

- Fees, expenses and other disbursements reasonably incurred (as determined by our 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 your bodily injury, death or illness.
- 2. Fees, expenses and other disbursements reasonably incurred (as determined by **our** legal counsel) by a **legal representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.
- 3. Costs that **you** are 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 **us** to act on **your** behalf.

#### YOU ARE COVERED

Up to the amount shown on the summary of cover table for any one **trip** if **you** suffer an incident that results in bodily injury, death or illness caused by a third party during the journey. **We** will indemnify **you** for legal expenses incurred in pursuit of a claim for damages or compensation against the third party.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. Written consent must be obtained from **us** prior to incurring **legal expenses**. This consent will be given if **you** can satisfy **us** that:
  - a. There are reasonable (as determined by **our** legal counsel) grounds for pursing or defending the claim or legal proceedings; and
  - b. It is reasonable (as determined by **our** legal counsel) for **legal expenses** to be provided in a particular case.

The decision to grant consent will take into account the opinion of **your legal representative** as well as that of **our** own advisers. **We** may request, at **your** own expense, an opinion of counsel as to the merits of the claim or legal proceedings. If the claim is admitted, **your** costs in obtaining this opinion will be covered by this policy.

- 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 **you** are successful in any action, any **legal expenses** provided by **us** will be reimbursed to **us**.
- 4. We may at **our** discretion assume control at any time of any claim or legal proceedings in **your** name for damages and or compensation from a third party.
- 5. We may at **our** discretion offer to settle a claim with **you** 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. We may at **our** discretion offer to settle a counter-claim against **you** instead of continuing any claim or legal proceedings for damages and or compensation from a third party.

- 1. The excess as shown in the summary of cover table (unless the excess waiver applies).
- 2. Any claim reported to **us** more than 12 (twelve) months after the beginning of the incident which led to the claim;
- 3. Legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against you;
- 4. **Legal expenses** incurred before receiving **our** prior written approval, unless such costs would have been incurred subsequently to **our** approval;
- 5. Legal expenses incurred in connection with any criminal or wilful act committed by you;
- 6. **Legal expenses** incurred for any claim or legal proceedings brought against a travel agent, tour operator, carrier, insurer or their agent, **us**, **you**, or any company or person involved in arranging this policy;
- 7. Fines, compensation or other penalties imposed by a court or other authority.
- 8. **Legal expenses** incurred after **you** have 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 **you** not accepting an offer from **us** to settle a claim;

- 9. Legal expenses which we consider to be unreasonable or excessive or unreasonably incurred (as determined by **our** legal counsel);
- 10. Actions between individuals named on the Validation Certificate;
- 11. Legal expenses incurred in pursuing any claim for compensation against the manufacturer, distributor or supplier of any drug, medication or medicine;
- 12. Anything mentioned in the General Exclusions section of this policy.

# SECTION 16 - SCHEDULED AIRLINE FAILURE INSURANCE

#### YOU ARE COVERED

Up to the amount shown on the summary of cover table for each **insured person** named on the invoice and airline ticket for:

- 1. Irrecoverable sums paid in advance in the event of insolvency of the scheduled airline not forming part of an inclusive holiday prior to departure; or
- 2. In the event of insolvency after departure:
  - a. additional pro rata costs incurred by **you** in replacing that part of the flight arrangements to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements; or
  - b. if curtailment of the trip is unavoidable the cost of return flights to your home country to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

Provided that in the case of a. and b. above where practicable **you** have obtained **our** approval prior to incurring the relevant costs by contacting **us** as set below.

### YOU ARE NOT COVERED

- 1. Scheduled flights not booked within your home country prior to departure.
- 2. Any costs resulting from the insolvency of:
  - a. any scheduled airline which is insolvent or in respect of which any prospect of insolvency is known on the date **you** bought this insurance policy;
  - b. any scheduled airline that is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
  - c. any scheduled airline in Chapter 11, its equivalent or any threat of insolvency being known on the date **you** bought this insurance policy.
- 3. The financial failure of any travel agent, tour organiser, booking agent or consolidator with whom **you** have booked a scheduled flight.
- 4. Any loss for which a third party is liable or which can be recovered by other legal means.
- Any losses which are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach a pre-booked hotel, villa, car hire or cruise following the financial failure of an airline.
- 6. Any claims submitted after 6 (six) months following the solvency or failure concerned.
- 7. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 17 - PET CARE**

#### YOU ARE COVERED

Up to the amount shown in the summary of cover table for each full 24 (twenty four) hour period **you** are delayed for extra kennel or cattery fees if the start of **your** original return journey (by aircraft, sea vessel or cross channel train) is delayed because of circumstances that **you** cannot control. **You** must be delayed by at least 12 (twelve) hours.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must check in for your trip at or before the recommended time.
- 2. You must give us a written statement from;
  - a. the appropriate transport company or authority confirming the reason for the delay and how long it lasted; and
  - b. the appropriate kennel or cattery confirming any extra charges that **you** have to pay.

You are not covered for:

- 1. Any kennel or cattery fees **you** pay outside **your** home area, as a result of quarantine regulations.
- 2. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 18 - CATASTROPHE**

#### **YOU ARE COVERED**

Up to the amount shown in the summary of cover table for the cost **you** pay, or agree to pay overseas, for similar travel expenses and providing other similar accommodation to allow **you** to continue with **your** holiday or journey. **We** will only do this if **you** cannot reach or cannot live in **your** booked accommodation because of a fire, flood, earthquake, storm, lightning, explosion, hurricane or a major outbreak of an infectious disease.

This cover will also extend to similar additional travel and accommodation expenses incurred if an act of **terrorism** during **your** trip results in **your** booked accommodation becoming uninhabitable and **you** are required to move to other accommodation to continue with **your** holiday.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must give us a written statement from an appropriate public authority confirming the reason for and the type of disaster or act of **terrorism** and how long it lasted;

- 2. You must confirm that you did not know about any event that could lead to a claim before you left your international departure point; and
- 3. You must give us proof of all the extra costs you had to pay.

You are not covered for:

- 1. The **excess** shown in the summary of cover table (unless the **excess waiver** applies).
- 2. Any costs that **you** can get back from any tour operator, airline, hotel or other service provider.
- 3. Any costs that **you** would normally have to pay during the period shown on **your** Validation Certificate.
- 4. Any claim that results from **you** travelling against the advice of the appropriate national or local authority.
- 5. Any costs where the accommodation provider has offered reasonable alternative accommodation arrangements.
- 6. Anything mentioned in the General Exclusions section of this policy.

# SECTION 19 - WITHDRAWAL OF SERVICES

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for each complete 24 (twenty four) hour period up to the amount shown on the summary of cover table if **you** suffer withdrawal of water or electricity supplies at **your** booked accommodation for at least a 60 (sixty) hour continuous period during **your** trip.

### YOU ARE NOT COVERED

You are not covered for:

- 1. Any claim that results from a strike or industrial action existing at the time this insurance was issued;
- 2. Any claim not supported by written confirmation from the tour operator or hotel;
- 3. Anything mentioned in the General Exclusions section of this policy.

# SECTION 20 - WINTER SPORTS COVER

# A: WINTER SPORTS EQUIPMENT

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for the value or repair of **your** own **winter sports equipment** (after allowing for wear and tear and depreciation) or hired **winter sports equipment**, if they are lost, stolen or damaged during **your** trip.

NOTE: Claims for owned winter sports equipment will only be calculated as follows:

Up to 12 months old	85% of purchase price
Up to 24 months old	70% of purchase price
Up to 36 months old	50% of purchase price
Up to 48 months old	25% of purchase price
Up to 60 months old	10% of purchase price
Over 60 months old	Not covered

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must exercise reasonable care for the safety and supervision of your own or your hired winter sports equipment.
- In the event of loss, burglary, or theft of your own or your hired winter sports equipment, you must report this to the police within 48 (forty eight) hours, and obtain a written police report.
- 3. In the event that **your** own or **your** hired **winter sports equipment** is lost, damaged or delayed in transit, **you** must:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately; and
  - b. obtain a written carriers report (or Property Irregularity Report in the case of an airline); or follow up in writing within 7 (seven) days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.

- 1. The excess shown on the summary of cover table (unless excess waiver applies).
- 2. Loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
- 3. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
- 4. Your own or your hired winter sports equipment:
  - a. stolen from an **unattended** vehicle:
    - i. unless it was in a locked roof box or the locked rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or
    - ii. between the hours of 8pm and 8am (other than motor homes); or
  - b. stored on a roof rack (unless the vehicle is parked within sight of **you**);
- 5. Anything mentioned in the General Exclusions section of this policy.

### **B: WINTER SPORTS EQUIPMENT HIRE**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table, for the reasonable cost of hiring **winter sports equipment** for the rest of **your** trip or until **your** own or hired **winter sports equipment** has been returned to **you**, if;

- 1. your equipment is lost, stolen or damaged; or
- 2. your equipment is delayed for more than 12 (twelve) hours on your outward journey.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must fulfil all of the conditions mentioned under YOU ARE NOT COVERED of the Winter Sports Equipment section.

You are not covered for:

1. Anything mentioned under **YOU** ARE NOT COVERED of the **Winter Sports Equipment** section (with the exception of 1, regarding the **excess**)

# **C: WINTER SPORTS PACK**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table, for the unused portion of **your** ski school, lift pass and **winter sports equipment** hire costs paid for, or contracted to be paid for, before **your** trip commenced, if:

- 1. **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski/snowboard and unable to use the facilities because of injury or illness occurring during the trip; or
- 2. your lift pass is lost or stolen.

# YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. The claim must be confirmed as medically necessary by the medical emergency service;
- A medical certificate has been obtained from the attending medical practitioner confirming that you are unable to ski/snowboard and are unable to use your ski school, lift pass or hired winter sports equipment; and
- 3. You must obtain a written report from the police or the resort management if your lift pass is lost or stolen.

You are not covered for:

1. Anything mentioned under **YOU** ARE NOT COVERED of the Medical Emergency Expenses and Repatriation section (with the exception of 1, regarding the **excess**).

### **D: PISTE CLOSURE**

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

### YOU ARE COVERED

Up to the amount shown on the summary of cover table, if the pistes in **your** resort are closed, due to a lack of snow or adverse weather conditions, preventing **you** from skiing/snowboarding, or requiring **you** to travel to another resort.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must obtain confirmation of resort closure from the local representative.

You are not covered for:

- 1. Claims where not all skiing/snowboarding facilities are totally closed.
- 2. Claims where the lack of snow or adverse weather conditions are known or are public knowledge at the time of purchasing this insurance policy or booking **your** trip, whichever is the later.
- 3. Anything mentioned in the General Exclusions section of this policy.

# E: AVALANCHE DELAY

### YOU ARE COVERED

Up to the amount shown on the summary of cover table, for reasonable additional travel and accommodation expenses (on the same basis as **your** original booking) necessarily incurred to reach **your** booked destination, if **your** transfer from or to **your** pre-booked resort, is delayed, as a direct result of an avalanche.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. **You** must obtain a written report from a relevant authority or **your** tour operator, confirming the circumstances.

You are not covered for:

1. Anything mentioned under YOU ARE NOT COVERED of the Missed Departure section.

# F: SEARCH AND RESCUE

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for costs that are charged to **you** by a government, regulated authority or private organisation connected with finding and rescuing **you**, following an injury whilst skiing/snowboarding or where weather or safety conditions are such that it becomes absolutely necessary for the local authorities or professional guide to instigate a search and rescue operation. This does not include the cost of medical evacuation

(by the most appropriate transport) for a medical emergency, which is covered under the Medical Emergency Expenses and Repatriation section.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. **You** must comply with local safety advice and adhere to the recommendations prevalent at the time.

You are not covered if:

1. You have knowingly endangered either your own life or those in your party if your experience or skill levels fall below those required to participate in your activity, particularly when you are not with a professionally qualified guide or instructor.

You are not covered for:

- 1. Costs other than **your** proportion of a search and rescue operation.
- 2. Costs beyond the point where **you** are recovered by search and rescue or the time where the search and rescue authorities advise that continuing the search is no longer viable.
- 3. Anything mentioned in the General Exclusions section of this policy.

# **G: PHYSIOTHERAPY BENEFIT**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for physiotherapy in **your country of residence**, if **you** suffer an accidental injury while **you** are on **your** trip, as a direct result of an insured accident.

# YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. **You** must obtain a letter from **your** GP, confirming that the treatment is medically necessary, as a result of the insured accident.

- 1. Any accident occurring whilst **you** are skiing or snow-boarding off-piste outside the resort boundaries or without a qualified guide.
- 2. Physiotherapy that does not result from an accident which is covered under the terms of the Medical Emergency Expenses and Repatriation section.
- 3. For claims where **you** have not obtained a letter from **your** GP, confirming that the treatment is medically necessary, as a result of the insured accident.
- 4. Anything mentioned in the General Exclusions section of this policy.

# **SECTION 21 - BUSINESS COVER**

# A: REPLACEMENT EMPLOYEE

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for necessary additional travel and accommodation expenses incurred for an employee to replace **you** due to:

- your temporary total disablement which lasts for a continuous period of at least 72 (seventy two) hours, as certified by a medical practitioner or your death or your hospitalisation; or
- 2. the death, injury or illness (occurring in **your country of residence** during the period of the trip) of **your immediate relative** or **close business associate**.

### YOU ARE NOT COVERED

You are not covered for:

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Anything mentioned in the General Exclusions section of this policy.

# **B: BUSINESS EQUIPMENT**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for:

1. the value or repair of any of **your** own **business equipment** which is accidently lost, stolen, damaged or destroyed (after allowing for wear, tear and depreciation).

The maximum **we** will pay for the following items:

- a. all goods or samples in total;
- b. any one article, pair and/or set of articles;

will be shown on the summary of cover table.

2. emergency courier expenses **you** have incurred in obtaining any replacement **business** equipment which is essential to **your** intended business itinerary.

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

Up to 12 months old	85% of purchase price
Up to 24 months old	70% of purchase price
Up to 36 months old	50% of purchase price
Over 36 months	Not covered

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must exercise reasonable care for the safety and supervision of your own or your hired business equipment.
- 2. In the event of loss, burglary, or theft of **your** own or **your** hired **business equipment**, **you** must report this to the police within 48 (forty eight) hours, and obtain a written police report.
- 3. In the event that **your** own or **your** hired **business equipment** is lost, damaged or delayed in transit, **you** must:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately; and
  - b. obtain a written carriers report (or Property Irregularity Report in the case of an airline); or follow up in writing within 7 (seven) days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.

You are not covered for:

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
- 3. Business equipment stolen from an unattended vehicle:
  - a. unless it was in a locked roof box or the locked rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or
  - b. between the hours of 8pm and 8am (other than motor homes).
- 4. Laptop computers left in an **unattended** vehicle (other than motor homes, provided they are stored out of view).
- 5. Laptop computers carried in 'Checked-in' baggage.
- 6. Anything mentioned under **YOU** ARE NOT COVERED of the Personal Property section. For the purposes of this exclusion, **Business Equipment** is deemed to be **Personal Baggage**.
- 7. Anything mentioned in the General Exclusions section of this policy.

# **C: BUSINESS EQUIPMENT HIRE**

### YOU ARE COVERED

Up to the amount shown on the summary of cover table towards the cost of hiring replacement **business equipment** if **your** own **business equipment** is lost, stolen, damaged or destroyed.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must fulfil all of the conditions mentioned under YOU ARE NOT COVERED of the **Business Equipment** section.

You are not covered for:

1. Anything mentioned under **YOU** ARE NOT COVERED of the **Business Equipment** section (with the exception of 1, regarding the **excess**).

### **D: BUSINESS MONEY**

#### **YOU ARE COVERED**

Up to the amount shown on the summary of cover table if **your business money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must fulfil all of the conditions mentioned under YOU ARE NOT COVERED of the **Personal Money and Documents** section.

You are not covered for:

1. Anything mentioned under **YOU** ARE NOT COVERED of the **Personal Money and Documents** section.

# E: BUSINESS EQUIPMENT DELAY

### YOU ARE COVERED

Up to the amount shown on the summary of cover table towards the cost of buying essential business items if **your business equipment** is delayed in reaching **you** on **your** outward journey for at least 12 (twelve) hours.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must fulfil all of the conditions mentioned under YOU ARE NOT COVERED of the Business Equipment section.

You are not covered for:

1. Anything mentioned under YOU ARE NOT COVERED of the Business Equipment section.

# F. EXTRA PERSONAL ACCIDENT

#### YOU ARE COVERED

Up to the amount shown on the summary of cover table for **Personal Accident** benefits as detailed under Section 5 - **Personal Accident** of this policy.

#### YOU ARE NOT COVERED

You are not covered for:

1. Anything mentioned under YOU ARE NOT COVERED of the Personal Accident section.

# SECTION 22 – OPTIONAL GOLF COVER

This section of cover is only applicable if the appropriate Golf Cover premium has been paid and cover is shown on **your Validation Certificate**.

# A: GOLF EQUIPMENT

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for **your** own **golf equipment** (after allowing for wear and tear and depreciation) or hired **golf equipment** if they are lost, stolen or damaged during **your** trip.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must exercise reasonable care for the safety and supervision of your own or your hired golf equipment.
- 2. In the event of loss, burglary, or theft of **your** own or **your** hired **golf equipment**, **you** must report this to the police within 48 (forty eight) hours, and obtain a written police report.
- 3. In the event that **your** own or **your** hired **golf equipment** is lost, damaged or delayed in transit, **you** must:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately; and
  - b. obtain a written carriers report (or Property Irregularity Report in the case of an airline); or follow up in writing within 7 (seven) days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.

- 1. The excess shown on the summary of cover table (unless excess waiver applies).
- 2. Loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
- 3. Any theft from an **unattended** vehicle unless there is evidence of forcible and violent entry.
- 4. Your own or your hired golf equipment:
  - a. stolen from an unattended vehicle:
    - i. unless it was in a locked roof box or the locked rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or
    - ii. between the hours of 8pm and 8am (other than motor homes); or
  - b. stored on a roof rack (unless the vehicle is parked within sight of **you**);
- 5. Anything mentioned in the General Exclusions section of this policy.

### **B: GOLF EQUIPMENT HIRE**

#### **YOU ARE COVERED**

For the amount shown on the summary of cover table for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, delay, theft or damage of **your** own **golf equipment** during the period of insurance.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. You must fulfil all of the conditions mentioned under YOU ARE NOT COVERED of the Golf Equipment section.

You are not covered for:

1. Anything mentioned under **YOU** ARE NOT COVERED of the **Golf Equipment** section (with the exception of 1, regarding the **excess**).

# **C: LOSS OF GREEN FEES**

#### **YOU ARE COVERED**

Up to the amount shown on the summary of cover table for the unused portion of **your** green fees paid for, or contracted to be paid for, before **your** trip commenced, provided that:

- 1. **you** are certified by a **medical practitioner** as being unable to play golf and use the golf facilities because of serious injury or illness; and
- 2. there is confirmation that no refund is available for the unused green fees.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. A medical certificate must be obtained from the attending **medical practitioner** abroad confirming that **you** are unable to play golf and unable to use the golf facilities; and
- 2. **You** must fulfil all of the conditions mentioned under the **YOU** ARE NOT COVERED of the Cancellation and Medical Emergency Expenses and Repatriation sections.

You are not covered for:

- 1. Any claims where **your** trip has commenced that are not confirmed as medically necessary by the **medical emergency service**.
- 2. Anything mentioned under **YOU** ARE NOT COVERED of the Cancellation and Medical Emergency Expenses and Repatriation sections.

### **D: HOLE IN ONE**

#### **YOU ARE COVERED**

For the amount shown on the summary of cover table if **you** complete a hole in one during any organised game on any full size golf course.

NOTE: This amount will only be payable once in any game.

#### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

1. **You** must produce written confirmation from the secretary of the golf course stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed.

# SECTION 23 - OPTIONAL GADGET COVER

This section of cover is only applicable if the appropriate **gadget** cover premium has been paid and cover is shown on **your Validation Certificate.** 

### YOU ARE COVERED

Up to the amount shown on the summary of cover table for the value of, or repair to, any of **your gadget(s)** (not hired, loaned or entrusted to **you**), which are lost, stolen, damaged or destroyed. Cover is provided based on the amount **you** paid for the **gadget(s)** or the current recommended retail price whichever is the lower, excluding credit charges, interest charges or insurance costs and allowing for wear, tear and depreciation. At **our** discretion, **we** may replace the **gadget** with a refurbished item from one of **our** dedicated suppliers.

### YOU ARE NOT COVERED

You are not covered unless you fulfil the following conditions:

- 1. You must exercise reasonable care for the safety and supervision of your gadget(s).
- 2. In the event of loss, burglary, or theft of **your gadget(s)**, **you** must report this to the police within 48 (forty eight) hours, and obtain a written police report.
- 3. In the event that **your gadget(s)** are lost, damaged or delayed in transit, **you** must:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately; and
  - b. obtain a written carriers report (or Property Irregularity Report in the case of an airline); or follow up in writing within 7 (seven) days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.

- 1. The excess shown on the summary of cover table (unless the excess waiver applies).
- 2. **Gadget(s)** left **unattended** by **you**, unless in a safety deposit box or safe, unless one was not available in which case they must be located in locked accommodation.
- 3. Gadget(s) left in the custody of any person unless they are a family member or travelling companion.
- 4. Gadget(s) left in an unattended vehicle (other than motor homes, provided the gadget(s) are stored out of view).
- 5. **Gadget(s)** within checked-in luggage or in luggage compartments/racks not immediately adjacent to **you** on any form of **public transport** (other than hand luggage that stays with **you** at all times).
- 6. Loss, destruction, damage or theft due to:
  - a. confiscation or detention by Customs or other officials or authorities;

- b. wear and tear, process of cleaning, denting or scratching, staining, moth or vermin or any damage caused by leaking powder or fluid carried within **your** baggage;
- c. transportation by any postal service.
- 7. Electrical or mechanical breakdown or manufacturing fault.
- 8. Any property more specifically insured by, or recoverable from, any other source.
- 9. The cost of replacing any of the downloaded content stored on **your gadget(s)** including but not limited to music, videos, games and apps.
- 10. Any prepaid or contracted rental charges that **you** have paid for or are liable for on **your gadget(s)**, for example pay as **you** go costs for minutes, text messages or data charges on a mobile/smart phone.
- 11. Any claims as a result of unauthorised use of **your gadget(s)**, including unauthorised calls, messages and downloads.
- 12. Anything mentioned in the General Exclusions section of this policy.

Avanti/WHIL/PW/EXEC/AUG17

#### **NOTES**

# 24-Hour Medical Assistance +44 (0)1733 224 955

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