

COACH INSURANCE ARRANGED BY HOLIDAY EXTRAS

buzzlines
travel
We take you there

Master Scheme Reference 03951

This document only constitutes a valid insurance policy when it is issued between 1st April 2011 and 31st March 2012 in conjunction with a valid coach insurance certificate. All policies must expire prior to 30th June 2013.

This policy confirms that those persons who have paid the required premiums are insured with **UK General Insurance Ltd** who administer the insurance for and on behalf of Ageas Insurance Limited, Registered in England No. 354568. Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Holiday Extras Limited is authorised and regulated by the Financial Services Authority No. 309682

UK General Insurance Ltd is authorised and regulated by the Financial Services Authority No. 310101

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority No. 202039

This is **your** insurance policy and contains all the information **you** need to know about **your** coach insurance. However, this policy is only valid once an insurance certificate showing proof of payment of premium is attached. Please read this policy carefully and remember this coach insurance is designed to cover most events which may happen during **your** trip, but **we** cannot cover all expenses and possibilities. **You** will find full details of the cover and the conditions and exclusions in this policy wording.

If **you** have any queries, or if **you** require additional cover please contact the agent who sold this policy to **you**. If **you** need to make a claim or declare a health condition, please call the relevant numbers shown in this policy wording.

IMPORTANT NOTE - MEDICAL TREATMENT AND MEDICAL EMERGENCIES OVERSEAS

If **you** require medical attention in a country with a reciprocal health care agreement with the **UK**, such as the countries of the European Union, Switzerland, Australia and New Zealand, **you** must ensure that the medical treatment **you** obtain is provided at hospitals or by doctors working within the terms of the agreement.

This insurance does not cover private in-patient health care treatment in countries that operate reciprocal health care agreements unless it is authorised in advance by the 24 Hour Medical Assistance Company detailed in this policy wording.

If **you** are admitted to a private clinic or are likely to incur medical expenses as an out-patient, please ensure that immediate contact is made with the Emergency Assistance Company who will arrange a transfer to an appropriate medical facility. **You** should, before **you** travel, obtain from **your** local Post Office a European Health Insurance Card (EHIC) application pack or apply online at <http://www.dh.gov.uk/travellers>

Please refer to the specific exclusions applying to Section A, B & C of this insurance.

IMPORTANT DECLARATION REGARDING PRE-EXISTING MEDICAL CONDITIONS

You must comply with the following conditions in order to have full protection under this policy. If **you** do not comply, **we** may, at **our** option, cancel the policy, refuse to deal with **your** claim or reduce the amount of any claim payment.

This travel insurance operates on the basis of the following requirements:

- 1) **You** are healthy and fit to travel and undertake **your** planned trip;
- 2) **You** are not travelling against medical advice or would be had **you** sought his/her advice;
- 3) **You** are not travelling with the intention of obtaining medical treatment or consultation abroad;
- 4) **You** do not have any undiagnosed symptoms that require attention or investigation in the future (ie symptoms for which **you** are awaiting investigations/consultations, or are awaiting results of investigations, and where the underlying cause has not been established).

UK/Channel Islands/Isle of Man/EIRE Travel

You are not required to declare any **Pre-Existing Medical Conditions** to **us** if **you** are travelling within the **United Kingdom**, Channel Islands/Isle of Man or EIRE. However, **you** must comply with the requirements detailed above in relation to **your** state of health or claims will be excluded from cover.

European or Worldwide Travel

This policy excludes all claims arising from a **pre-existing medical condition** that affects **you** or anyone else to be insured on this policy, unless **you** have contacted **our** medical screening provider (see below) and **we** have confirmed in writing that cover is provided for these conditions. Please note that **we** cannot guarantee to be able to offer cover for all conditions and **you** may have to pay an additional premium for this cover. If the premium or terms are unacceptable to **you**, **you** will be able to cancel this policy and obtain a refund of **your** premium provided **you** have not already travelled or made a claim and **you** contact **us** to cancel within 14 days of the policy issue date. Please note that failure to disclose a **pre-existing medical condition** will result in claims for those conditions and any related conditions not being paid.

For the purposes of this insurance, a **pre-existing medical condition** is defined as:

- a) any past or current medical condition that has given rise to symptoms of for which any form of treatment or prescribed medication, medical consultation, investigation or follow up/check up has been required in the last 24 months.
- b) any cardiovascular or circulatory condition (eg heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip.

If **you** or anyone else to be insured under this policy have a **pre-existing medical condition** (as defined above), **you** must contact the Medical Screening Provider by telephone on 0844 573 4171 to declare the condition(s) and ensure that the cover will meet **your** needs.

Changes in your health

Each person who has a **pre-existing medical condition** must make a health declaration before each **period of insurance**. However, **you** must also declare any changes in **your** health or prescribed medication prior to departing on any trip. Failure to declare any changes in **your** state of health may invalidate the policy.

We may, in the light of such changed circumstances, not be able to continue cover under sections A and B of this insurance. If this is not acceptable to **you**, **we** will cover **you** for any loss of deposit or cancellation charges **you** have necessarily incurred up to the date of the change of circumstances that are normally covered under Section A of this insurance. In these circumstances, no policy **excess** will be applied.

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

Restrictions under the Cancellation/Curtailment section relating to pre-existing conditions of non-insureds

This policy will NOT cover any claims under Section A (Cancellation and Curtailment) arising directly or indirectly from any **pre-existing medical condition** known to **you** prior to the commencement of the **period of insurance** affecting any **close relative** or travelling companion who is not insured under this policy, or person with whom **you** intend to stay whilst on **your** trip if:

- i) a terminal diagnosis had been received prior to the commencement of the period of insurance; or
- ii) they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or clinic at the commencement of the **period of insurance**; or
- iii) during the 90 days immediately prior to the commencement of the period of insurance they had:
 - required surgery, inpatient treatment or hospital consultations; or
 - required any form of treatment or prescribed medication.

You should also refer to the General Exclusions.

Pregnancy

As is consistent with the treatment of all **Pre-Existing Medical Conditions** under the policy, the policy does not intend to cover the normal costs or losses otherwise associated with pregnancy (including multiple pregnancy) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The policy does, however, cover **you** should complications arise with **your** pregnancy due to **accidental bodily injury** or unexpected illness which occurs while on **your** trip.

SCHEDULE OF COVER

Sections of Cover		Benefit Limits (per insured)	Excess* Per person per claim
A	Cancellation or Curtailment	Up to £2,000	£50 Loss of Deposit: £12.50 UK/£20.00 Europe
B	Medical and other expenses (Non-UK trips only) Other expenses (UK trips) Hospital Benefit (Non-UK trips only)	£5,000,000 £1,000 £10 per 24hrs up to £600	£50 £12.50 UK Nil
C	Personal Accident Personal Total Disablement Loss of sight/limb Death Death if under18/over 65	£10,000 £10,000 £10,000 £2,500	Nil
D	Travel Delay (Non-UK trips only) Travel Delay (UK Trips) Abandonment after 12 hours Missed Departure (Non-UK trips) Missed Departure (UK trips)	£20 for 1st 12hrs, £10 for each further 12hrs up to £60 £20 for 1st 3hrs, £10 for each further 3hrs up to £60 Up to £2,000 £400 £100	Nil £50 £50 £50
E	Personal Possessions Single Article/Pair/Set Limit Total Valuables Limit Spectacles/Sunglasses Limit Delayed Luggage	£1,500 £200 £200 £75 £100	£50 Nil
F	Money Cash Limit	£400 £250	£50 £50
G	Passport/Tickets/Documents	£100	£50
H	Personal Liability	£2,000,000	£250
I	Legal Expenses	£15,000	Nil
WINTER SPORTS EXTENSION (ON PAYMENT OF AN ADDITIONAL PREMIUM)			
J1	Winter Sports equipment Single Article/Pair/Set Limit	Up to £500 £250	£50
J2	Winter Sports equipment hire	£50 per 24hrs up to £250	£50
J3	Ski Pack	Up to £400	Nil
J4	Piste Closure	£25 per 24hrs up to £500	Nil
J5	Avalanche Closure	£25 per 24hrs up to £500	Nil

*excesses do not apply if you have purchased the **excess** waiver and this is shown on **your** insurance certificate

DEFINITIONS

Wherever the following words or phrases appear in this **Policy** document, they will always have following meanings:

Accident, Accidental - A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical **bodily injury** which results in a loss.

Accommodation - The lodging room of no greater standard than that provided as part of **your** prepaid charges in the vicinity of the hospital where the insured person is confined.

Advanced Booking - Any booking made at least 24 hours prior to the scheduled departure time shown on **your** ticket.

Bodily Injury - Injury caused by external, violent and visible means.

Children - Persons aged up to and including 17 years of age.

Close Business Associate - **Your** associate in the same employment as **you** whose absence from work necessitates **you** having to cancel **your** trip as certified by **your** Senior Director or partner.

Close Relative - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé(e).

Consequential Loss - Any other loss, damage or additional expense following on from the event for which **you** are claiming is not covered under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury** or illness.

Country of Residence - The country within the **UK**, Channel Islands or Isle of Man where **your home** is.

Curtail/Curtailment - Abandonment of the planned trip by return to **your country of residence** after commencement of the **outward journey**. The amount payable will be the unused proportion of **your** irrecoverable pre-paid charges calculated from the date of **your** return **home**. All **curtailment** claims will need authorisation from **us** in advance.

Excess - The amount **you** will have to pay towards the cost of each claim under the policy after the application of the policy limits.

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

Geographical Area - The area or country shown on **your** insurance certificate and for which the appropriate premium has been paid and will involve **your** return home within the **period of insurance**.

Hazardous Pursuits - reasonably expected to aggravate any existing infirmity (please see part 3 of the Important Information detailed below for examples).

Home - **Your** usual place of residence in the **UK**, Channel Islands or Isle of Man.

Loss of Limb(s) - Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

Loss of Sight - The complete and irrecoverable loss of vision in one or both eyes.

Manual Work - Physical labour involving the use of tools or machinery or exposure to risk that could give rise to **your bodily injury** or illness.

Money - Cash/travellers cheques taken for private purposes on **your** trip.

Necessary Medical Expenses - Costs arising from unavoidable medical treatment that is required as a result of an illness or injury that arises after **you** have started **your outward journey** and which could not be reasonably anticipated as being required during the period of **your** trip at the time **you** started the **outward journey**. Necessary medical treatment must be appropriate and consistent with the diagnosis made and in accordance with accepted community standards of medical practice and as agreed by **our** medical advisors and is not experimental or investigative and cannot be reasonably delayed until **you** are returned **home**. Please also refer to the Important Declaration regarding **Pre-Existing Medical Conditions**.

Outward Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the outbound journey from **your home** address.

Passports, Tickets and Documents - Passports, travel tickets, green cards and driving licences.

Period of Insurance - The insurance certificate will show the issue date and start date and duration (or end date) of **your** policy being the **period of insurance** **you** are insured for. The time that cover for particular sections starts and ends is given in more detail below:-

Cancellation cover starts when **you** book **your** trip or when the policy was issued (whichever is the later) and finishes when **you** start **your outward journey**. Cover under all other sections begins when **you** start **your outward journey** and ends upon **your** return **home** from the trip. **Your** outward and **return journey** must take place during the **period of insurance** shown on the insurance certificate and for which the correct premium has been paid. If **you** have chosen an Annual Multi Trip Insurance, the outward and **return journey** must take place during the start and end date shown on the insurance certificate. The total duration of any one trip is limited to a maximum of 31 days or as otherwise shown on the insurance certificate and any trip exceeding this duration will not be covered in whole or in part. Trips within the **your country of residence** must involve at least 2 nights pre-booked **accommodation** away from **your** normal place of residence in order to be insured by this policy.

Permanent Total Disablement - Disablement which, from the moment of accident, entirely prevents **you** from attending to any business or occupation whatsoever of any and every kind and which lasts 12 calendar months and at the expiry of that period is, in the opinion of **our** medical advisors, beyond expectation of improvement.

Personal Possessions - Baggage, clothing, personal effects including valuables and gifts purchased outside **your country of residence**, subject to the limits and exclusions detailed under Section E.

Pre-Existing Medical Condition - Any past or current medical condition that has given rise to symptoms of for which any form of treatment or prescribed medication, medical consultation, investigation or follow up/check up has been required in the last 24 months or; any cardiovascular or circulatory condition (eg heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip.

Public Transport - A train, bus, coach, ferry service, or scheduled flights running to a published timetable to join the booked travel itinerary.

Redundant, Redundancy - **You** becoming **redundant** and qualifying to receive payment under the current **redundancy** payments legislation.

Return Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the trip in respect of the inbound journey to **your home** address or a hospital or nursing **home** in **your country of residence**.

Sports Equipment - Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

Strike Or Industrial Action - Organized action taken by a group of workers which prevents the supply of goods and services on which **your** trip depends.

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

Unattended - Means left away from **your** person where **you** are unable to clearly see and get hold of **your personal possessions** or **money** or **passports, tickets and documents**.

United Kingdom/UK - England, Scotland, Wales and Northern Ireland.

Valuables - Jewellery, articles made of gold silver or other precious metals, precious or semi-precious stones, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, compact discs, cartridges, discs, MP3 or mini-disc players and any computer equipment including software, musical instruments, furs, or leather clothing, but excluding footwear.

We/Our/Us - **UK** General Insurance Ltd on behalf of Ageas Insurance Limited.

You/Your - Any person named on the insurance certificate who is eligible to be insured and for whom the premium has been paid.

IMPORTANT INFORMATION AND CONDITIONS APPLYING TO ALL SECTIONS

1. LIMIT OF COVER

Each section of the personal insurance schedule shows the most **you** can claim, but other limits may apply. For example, under Section E (**Personal Possessions**), there is a limit for any single item and a total limit for all **valuables**. **We** will work out how much **we** will pay **you** for baggage claims based on the value of the items at the time of the loss, not the cost of replacing them.

2. LOOKING AFTER YOUR BELONGINGS

Many claims for loss or theft are caused by people being careless with their belongings. If **you** do not take good care of **your** belongings, it can be upsetting and inconvenient for **you** and **we** may not pay **your** claim.

3. HAZARDOUS PURSUITS

You are not covered for taking part in any Hazardous Pursuit unless it is listed below and participation is on an incidental and amateur basis. **You** may need to pay an additional premium and further terms may be applied.

If **you** are going to take part in any activity which may be considered dangerous or hazardous that is not detailed below please contact the selling agent who will contact **us** to see if **we** can provide cover. Please note that under Section H (Personal Liability) **you** will not be covered for liability caused directly or indirectly by **your** owning or using any firearms or weapons, animal, aircraft, motorised vehicle, boat and other watercraft, or any form of motorised leisure equipment, including jet skis and snowmobiles.

HAZARDOUS PURSUITS

GRADE 1 ACTIVITIES

- covered as standard

Athletics
Badminton
Baseball
BMX
Bowls
Cricket
Cross county running
Curling
Cycling
Fell running
Golf
Heptathlon
Hiking under 2000m alt.
Jogging
Netball
Orienteering
Rambling
Roller Blading/Line skating
Rounders
Running/sprint/long distance
Safari
Scuba diving Max 15m
Skate boarding
Snorkelling
Squash
Tennis
Trekking Under 2000m alt.
Triathlon
Volleyball
Water polo
Windsurfing Yachting/Crewing inside territorial waters

GRADE 2 ACTIVITIES

- covered as standard but excluding cover under the Personal Accident and Personal Liability Sections of this policy

Archery
Boxing training
Camel/elephant riding
Canoeing/kayaking (not white water)
Field hockey
Fishing
Flying as passenger in small private aircraft
Football
Gaelic football
Go karting
Hiking over 2000m but under 6000m alt.
Horse riding
Parascending (over water)
Roller hockey
Trekking over 2000 but under 6000m alt.
White/black water rafting Grades 1-4
BCU Member Canoeing/kayaking grades 0-3

GRADE 3 ACTIVITIES

- covered on payment of an additional premium and excluding cover under the Personal Accident and Personal Liability Sections of this policy

Abseiling
Animal conservation/Game reserve work
Canoeing/kayaking (white water grades 1-3)
Clay pigeon shooting
Cross channel swimming
Dry skiing
Fencing
Gymnastics
Handball
High diving
Hot air ballooning
Jet skiing/boating
Kite surfing/landboarding/Buggyng
Lacrosse
Marathons
Martial arts (training)
Motorcycling (under 50cc)
Mountain biking
Mountain boarding
Paintballing
Rowing (inland/coastal)
Sail/sandboarding
Scuba diving max 30m Unqualified
Scuba diving max 40m Qualified
Surfing
Wake boarding
War games
Water skiing
Weight-lifting
Zorbing/hydrozorbing

GRADE 4 ACTIVITIES

- covered on payment of an additional premium and excluding cover under the Personal Accident and Personal Liability Sections of this policy. The medical excess is also increased to £250 for claims arising as a result of participating in one of these activities.

American football
Bungee jump (max 3)
Gliding
Hang gliding
Motor cycling over 50cc
Parachuting
Paragliding/parapenting
Parascending (over land)
Rugby
Sand yachting
Sky diving
White/black water rafting Grade 5-6
Yachting/crewing Outside Territorial Waters
BCU Member Canoeing/kayaking grades 4-6

Important Note: If you take part in an activity or pursuit that is not listed then cover will be excluded unless you contact us and we agree, in writing to provide cover.

4. DATE RECOGNITION FAILURE

This policy contains exclusions for losses arising from equipment failing to recognize the correct calendar date. Please read the General Exclusions Applying to All Sections for further details.

5. EXCESSES

We will take an **excess** off each claim **you** make under certain sections of this insurance. The amount **you** will have to pay towards a claim is shown in the schedule. The **excess** is applied on a per person per claim basis. If **we** agree to a medical expenses claim (section B) which has been reduced by **your** using an EHC or private health insurance, the **excess** will not apply. Equally, if **you** have purchased the **excess** waiver and this is shown on **your** insurance certificate, the **excess** will not apply.

6. MAKING A CLAIM

To help **us** deal with **your** claim quickly and efficiently, please read the claims procedure below (see **WHAT TO DO IF YOU WISH TO MAKE A CLAIM**). This explains what documents **you** will need to support a claim and when **you** will need this kind of proof. **You** must collect some of the proof **you** need, for example a police report, while **you** are on **your** trip.

7. WHAT TO DO IN A MEDICAL EMERGENCY

The Emergency Assistance Service provides immediate help in the event of an insured person's illness or injury whilst travelling abroad — they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

The emergency assistance provided for **you** by this insurance is operated by One Assist and Healthwatch S.A.

In the event of any illness, injury, accident or hospitalisation which requires:

Inpatient treatment, anywhere in the world **you** must contact One Assist

Tel: +44 (0) 113 318 8116

Fax: +44 (0) 113 318 8117

Email: ops@oneassist.com

Outpatient treatment, anywhere in the world excluding North America and the **United Kingdom**, Channel Isles, Isle of Man and Eire, **you** must contact Healthwatch S.A.

Tel: +44 (0) 113 3180 124

Fax: +44 (0) 113 3180 125

Email: newcase@healthwatch.gr

Outpatient treatment in North America and the **United Kingdom**, Channel Isles, Isle of Man and Eire, **you** must contact One Assist.

Tel: +44 (0) 113 318 8116

Fax: +44 (0) 113 318 8117

Email: ops@oneassist.com

One Assist or Healthwatch S.A. may be able to guarantee costs on **your** behalf. When contacting One Assist or Healthwatch S.A. please state that **your** insurance is provided by **UK General Insurance Ltd** and quote the appropriate scheme name and reference number:

Scheme Name: **Holiday Extras Coach Insurance**
Reference number: **03951**

Note: **You** must retain receipts for medical and additional costs incurred and **you** are responsible for any policy **excess** which should be paid by **you** at the time of treatment.

In-patient Treatment Abroad

If **you** go into hospital, **you** must contact the Emergency Assistance Service as detailed above immediately. If **you** do not, this could mean that **we** will not provide cover or **we** will reduce the amount **we** pay for medical expenses.

If **you** require outpatient treatment, please provide a copy of **your** insurance certificate to the doctor and **your** treatment will be paid for by Healthwatch S.A in line with **your** policy. **You** will need to pay any **excess** at the time of treatment. Please note that some clinics may not wish to settle their bill directly with **us** and **you** may be asked to pay for **your** treatment and claim this back upon **your** return.

OUTPATIENT INSTRUCTIONS TO DOCTORS/CLINICS

In order to have **your** invoices paid quickly, please send **your** treatment invoice together with a copy of the policy (clearly showing the patient name/s) and any supporting documentation related to the outpatient treatment (Medical report, cost breakdown) by email to newcase@healthwatch.gr

You must include **your** bank account details, IBAN no's and / or swift code for payment to be processed electronically

Out Patient Department tel: 00 30 2310 256454
Out Patient Department fax: 00 30 2310 256455 or 00 30 2310 254160
Email: newcase@healthwatch.gr

Returning early to the **United Kingdom**, Channel Islands or Isle of Man
If **you** have to return to the **United Kingdom**, Channel Islands or Isle of Man under section B (Medical Emergency Expenses) the Emergency Assistance Service must authorise this. If they do not, this could mean that **we** will not provide cover or **we** may reduce the amount **we** pay for **your** return **home**. **We** reserve the right to repatriate **you** should **our** medical advisors consider **you** fit to travel.

8. INSURERS

The insurers are Ageas Insurance Limited, Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Registered in England No. 354568. Regulated by the Financial Services Authority (FSA) No. 202039.

9. COOLING OFF PERIOD

This Insurance is designed to cover most circumstances but **you** should be aware that not all eventualities are insured. Please read this document carefully. If **you** find the insurance does not meet **your** requirements, please return this policy and proof of premium to the selling agent within 14 days of receipt but before the trip departure date. Provided no claim has been made, **your** premium will be refunded in full.

10. ABOUT THE COVER AND CONDITIONS

This is **your** contract of insurance. It contains certain conditions in each section and General Exclusions to all sections. **You** must meet the conditions or **we** will not accept **your** claim. Please read all of this policy carefully, especially the Important Declaration. When **you** book **your** trip, **you** must declare any information **we** ask for in the declaration. If **you** do not contact the selling agent or **us** within 14 days of the date **you** receive this insurance policy, **we** will assume that **you** accept the terms and conditions of this insurance policy and can make the declaration set out. This policy is only valid if **you** also have an insurance certificate showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid. The policy describes the cover provided for **you** and the conditions which **your** cover depends on. **You** must keep the policy and insurance certificate and send them to **us** if **you** make a claim. In return for the correct premium, insurers will pay **you** or **your** personal representative if **you** make a valid claim. **You** must keep to the terms, conditions and declaration of this insurance.

Single Trip Insurance - this insurance is designed to cover round trips departing and finishing at **your** usual **home** or business place in **your** country of residence. One-way trips of up to 17 days are restricted to the cover and conditions that would have applied as if **you** had arranged to return to **your** usual **home** or place of business in **your** country of residence. Cover is not operative in the country of **your** final destination.

Extension of Cover - If **you** request any extension of the **period of insurance** after the commencement of travel, **you** must advise **us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this policy.

11. RECIPROCAL HEALTH AGREEMENT — EU COUNTRIES

If **you** intend travelling to a European Economic Area (EEA) country or Switzerland, **you** should either obtain from **your** local Post Office a European Health Insurance Card (EHIC) application pack or apply online at www.dh.gov.uk/travellers which when completed will entitle **you** to certain free health arrangements in EEA countries and Switzerland.

You should take the EHIC with **you** and make sure that, wherever possible, any medical treatment is provided at hospitals or by doctors working within the terms of the Reciprocal Healthcare Agreement unless the Emergency Assistance Service agrees otherwise.

If **you** are admitted to a private clinic, **you** will be transferred to a public hospital as soon as the transfer can be arranged safely. Private medical treatment, not specifically authorised by **our** 24 hour Emergency Assistance Service, will not be insured by this policy.

12. CLAIMS — YOUR DUTIES

- (a) **You** must advise **us** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **us** all such accounts and other documents as **we** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **us** will not be paid.
- (b) **You** must give **us** notice in writing immediately **you** or **your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence of which there may be liability under Section H of this policy.
- (c) **You** must inform the police of all loss or theft of property within 24 hours of discovery of such loss or theft and obtain a copy of the police report in support of any claim.
- (d) If **personal possessions** or ski equipment are lost or damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc), **you** must notify such carrier immediately and obtain a copy of their report.
- (e) **You** must at all times act in a reasonable manner to prevent or minimize a claim.

13. CLAIMS — OUR RIGHTS

- (a) No admission, offer or promise of payment or indemnity will be made or given by **you** or on **your** behalf without **our** written consent.
- (b) **We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **you** must give all such information and assistance as **we** may require.
- (c) In case of illness or injury, **we** may approach any doctor who may have treated **you** during the period of three years prior to the claim, and **we** may at **our** own expense and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or in the event of death have a post mortem examination of **your** body.
- (d) **You** must supply at **your** own expense a Doctor's certificate in the form required by **us** in support of any medical related claim.

14. FRAUD

If any person makes any misrepresentation or concealment in obtaining this policy or in support of any claim, the insurance provided by this policy will be void.

15. OTHER INSURANCES

We will not be liable in respect of any claim where the event leading to the claim is insured by any other existing policy or policies, except in respect of any amount beyond that which is payable under such other policy or policies.

16. PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **you** will be a condition precedent to **our** liability to make any payment.

17. JURISDICTION

This insurance shall solely be subject to English Law and the jurisdiction of the English courts.

18. DATA PROTECTION

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence, for process to other companies acting on their instructions including those located outside the European Economic Area.

WHAT TO DO IF YOU WISH TO MAKE A CLAIM

To obtain a claims form, please contact:-
Direct Group Travel Services Limited
Telephone: 0844 412 4296 quoting 03951

PLEASE NOTE FAILURE TO OBSERVE THE FOLLOWING REQUIREMENTS WILL INVALIDATE ANY CLAIM

Please keep this coach insurance policy in a safe place and carry it with **you** when **you** go on **your** trip.

CANCELLATION OR CURTAILMENT

If **you** cancel **your** trip for medical reasons, obtain a claim form. **Your** own medical practitioner should complete the certificate on the reverse of the claim form. If the trip is curtailed for medical reasons, obtain a medical certificate from the treating medical practitioner in the locality where the incident occurred.

You must:

1. Keep receipts or account for all expenses incurred.
2. In the event of cancellation, immediately notify the tour operator or the travel agency where **your** trip was booked and obtain a cancellation invoice.
3. Telephone the claims number shown on the policy wording as soon as **you** know that there is a possibility of **your** journey not taking place.
4. Obtain authorisation from the 24 Hour Emergency Assistance Service or from **us** before incurring any expenses in curtailing **your** holiday.

MEDICAL AND OTHER EXPENSES

Please see WHAT TO DO IN A MEDICAL EMERGENCY for cases involving more than simple outpatient treatment.

PERSONAL ACCIDENT

1. Obtain a medical certificate from the treating medical practitioner.
2. In the event of a death, **we** will require a death certificate.

DELAY

1. Obtain a letter from the airline, railway company or shipping line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

PERSONAL POSSESSIONS & SPORTS EQUIPMENT

2. For all loss or damage in transit claims, including delayed **personal possessions**, report to the airline, railway or shipping line, or their handling agents and obtain a written report from them before leaving the baggage reclaim area.
3. For all damage claims, obtain an estimate for repairs.
4. In all circumstances, **you** must retain receipts or vouchers for items lost or damaged as these will help **you** to substantiate **your** claim.
5. In the case of lost or misplaced **personal possessions** on the **outward journey**, **you** must produce receipts for the purchase of essential replacement items.
6. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report. Also report to **your** courier or hotel/apartment manager whenever it is appropriate.

MONEY, PASSPORTS, TICKETS or DOCUMENTS

1. **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report. Also, report to **your** courier or hotel apartment manager whenever it is appropriate.
2. **You** must enclose confirmation from **your** bank or bureau de change of the issue of foreign currency. In the case of sterling, **you** must produce documentary evidence.
3. For a lost or destroyed passport, **you** need to supply **us** with a letter from the consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the passport.

PERSONAL LIABILITY

1. **You** must supply full details of the circumstances giving rise to the claim plus any supporting evidence.
2. **You** must give **us** notice in writing immediately **you** or **your** legal representatives have knowledge of any impending prosecution, inquest or fatal injury inquiry in connection with any occurrence for which there may be liability under Section H of this policy.

LEGAL EXPENSES

1. **You** must notify **us** within 180 days of the event giving rise to **your** claim in respect of legal expenses.

ALL OTHER SECTIONS

- **You** must notify **us** within 30 days of the event giving rise to **your** claim with full documentary support.

PLEASE NOTE THAT THE FOLLOWING SECTIONS OF COVER ONLY APPLY IF A SUM INSURED IS SHOWN IN THE SCHEDULE

SECTION A - CANCELLATION OR CURTAILMENT

WHAT IS COVERED:

We will indemnify **you** for:

- (a) unused charges associated with **your** trip that are not refundable and which were incurred before **your** departure date if **you** have to cancel **your** trip; or
- (b) the extra cost of a one way fare of a standard no greater than the class of journey on the **outward journey** or the applicable fee charged by the transport provider to change **your** scheduled return date, and the unused non-refundable prepaid **accommodation** costs and other land arrangements following **curtailment** of **your** trip as a result of any of the circumstances detailed below:

1. **Your** death, **accidental bodily injury** or illness, or that of a **close relative** or a friend with whom **you** have arranged to travel or stay, or of **your close relative** or of a **close business associate**.
2. **You** or any person with whom **you** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law during the period of the trip.
3. **Your redundancy** (qualifying **you** to claim for payment under current **Redundancy** Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of **redundancy** is advised to **us** within 14 days of its announcement.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private dwelling occurring at any time after **we** have accepted this Insurance.
5. Cancellation or interruption of scheduled **public transport** consequent upon hijack occurring during the **period of insurance**.
6. Reasonable additional travelling expenses incurred by **you** in returning to **your home** address in **your country of residence**, where such return is urgently necessitated by the death, serious illness or severe injury of **your close relative** or a **close business associate** provided that such **close relative** or **close business associate** is resident in the **United Kingdom**, Channel Islands or Isle of Man.

IN THE EVENT THAT **YOUR TRIP** IS CURTAILED DUE TO **YOUR ACCIDENT** OR ILLNESS A DOCTOR AT THE RESORT OR THE NEAREST TOWN MUST CONFIRM THAT SUCH **CURTAILMENT** WAS MEDICALLY NECESSARY.

ALL **CURTAILMENT** COSTS MUST BE AUTHORISED IN ADVANCE BY THE EMERGENCY ASSISTANCE SERVICE OR BY **US**.

WHAT IS NOT COVERED:

1. Any expense following **your** disinclination to travel or to continue with **your** trip or loss of enjoyment on **your** trip.
2. Any expense arising from circumstances which could reasonably have been anticipated at the time **you** booked **your** trip.

(see also the Exclusions applying to Sections A, B and C)

SECTION B - EMERGENCY MEDICAL & OTHER EXPENSES

WHAT IS COVERED:

If **you** sustain actual **bodily injury** or suffer a new illness outside **your country of residence**, **we** will indemnify **you** up to the amount stated in the schedule against the following expenses which **you** necessarily incur outside **your country of residence**:

1. **Necessary Medical Expenses** including hospital charges and in-patient treatment authorised by **us** and ambulance charges for conveyance to hospital. Dental treatment up to the limit shown in the schedule is included only for the alleviation of sudden pain, and does not apply to the provision of dentures or artificial teeth and work involving the use of precious materials.
2. Reasonable additional travelling expenses in returning to **your home** address in **your country of residence** and reasonable additional **accommodation** expenses for **you** and one relative or friend required on medical advice and authorised by **us** and our Emergency Assistance Service to remain with or to travel with **you**.
3. The expense of a qualified medical attendant or other person authorised by **us** required on medical advice to escort **you home**.
4. The cost of returning **your** body or ashes to **your home** address in **your country of residence**. This cover includes the cost of a standard transportation container but does not include the cost of an ornamental casket or urn and must be authorized by the Emergency Assistance Service. Alternatively, **we** will pay the cost of burial abroad in the country where death occurs up to a maximum limit of £2,000.
5. If **you** sustain actual **bodily injury** or suffer a new illness outside **your country of residence** during the **period of insurance** resulting in admission to a hospital overseas as an in-patient, **we** will pay **you** a daily benefit for each complete 24 hours **you** are hospitalised up to a maximum stated in the schedule.

TRIPS WITHIN YOUR COUNTRY OF RESIDENCE ONLY:

If **You** sustain actual **bodily injury** or suffer illness whilst on a trip within **your country of residence**, **we** will indemnify **you** up to £1,000 against expenses **you** necessarily incur inside **your country of residence** for cover operative in so far as paragraph 2, 3 and 4, (transportation of remains not burial) are concerned.

SPECIAL PROVISO TO SECTION B

In accepting the cover provided by Section B, **you** have given us or our Emergency Assistance Service permission to approach **your home** General Practitioner for details of **your** medical records in the event **you** require any form of in-patient treatment following a medical emergency whilst outside **your country of residence**.

WHAT IS NOT COVERED:

1. Expenses which **you** incur in **your** normal **country of residence** (other than 2, 3 or 4 above for trips within **your country of residence** only).
2. Any surgery or MRIS, CT scans or invasive procedure including but not restricted to cardiac catheterisation or organ transplants unless pre-approved by the Emergency Assistance Service prior to it being performed.
3. Any in-patient hospital treatment or treatment costs or additional travelling expenses not specifically authorised by us or our Emergency Assistance Service.
4. Any expense which **you** incur more than twelve months after the occurrence of the injury or illness to which the claim refers.
5. Any expense which is not usual, reasonable or customary for the medical services and/or supply.
6. Any expense for non-essential or ongoing treatment or where treatment can be reasonably delayed until **you** are returned **home**, or for the cost of a single bed ward unless authorised by the Emergency Assistance Service detailed below for medical reasons only, or for the service of a chiropractor, chiropodist or osteopath or for non-medical costs.
7. Any private medical treatment carried out in countries operating a reciprocal health care agreement with the UK unless specifically authorised by our 24 Hour Emergency Assistance Service and only in circumstances where a transfer to a public hospital is impossible.

(see also the Exclusions applying to Sections A, B and C)

SECTION C - PERSONAL ACCIDENT

WHAT IS COVERED:

If **you** sustain **bodily injury** caused solely by **accidental**, violent, external and visible means and such **bodily injury** solely and directly results within twelve months in **your** death or disablement, **we** will pay to **you** the benefits shown in the schedule in accordance with the following items:

Item 1 - Death

Item 2 - Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes

Item 3 - **Permanent total disablement** resulting in **your** permanent and absolute inability to attend to any profession, business or gainful occupation of any and every kind

Provided that:

- (1) if **you** are under 18 years the benefits under Items 1, 2 & 3 are limited to £1,000
- (2) if **you** are aged 65 years or over the benefits under Items 1, 2 & 3 are limited to £1,000.

WHAT IS NOT COVERED:

No compensation will be payable:

1. Under more than one of items 1, 2 or 3 and, on payment of a claim under any one of these items, all liability under this section will cease in so far as **you** are concerned.
2. In respect of claims arising from any medical condition or treatment or illness or disease.

(see also the Exclusions applying to Sections A, B and C)

EXCLUSIONS APPLYING TO SECTION A, B & C

WHAT IS COVERED:

Claims arising from:

1. any **Pre-Existing Medical Conditions** detailed as excluded in the 'Important Declaration relating to **Pre-Existing Medical Conditions**' clause and where **you** do not comply with the requirements detailed under that section.
2. **Your** intentional self-injury or suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
3. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner), or substance or solvent abuse or venereal disease.
4. Emotional, psychological or psychiatric disorder, or whilst suffering from any condition of anxiety, stress or depression unless same results in admission to a hospital as an in-patient and is not a (please refer to the Important Declaration relating to **Pre-Existing Medical Conditions**)
5. **You** engaging in any **Hazardous Pursuits** (unless declared to and accepted by us).
6. Claims arising from elective and invasive procedures including cosmetic surgery and body piercing and tattoos.
7. Claims arising from any loss associated with **you** being denied boarding or right of passage by any airline or other carrier.

SECTION D - TRAVEL DELAY & MISSED DEPARTURE

WHAT IS COVERED:

1. If, as a direct result of the outbreak of **strike** or **industrial action** or weather conditions affecting scheduled **public transport** which has been the subject of **advanced booking** by **you**, or mechanical or electrical breakdown of motor transport or train or aircraft or watercraft which has been the subject of **advanced booking** by **you**, occurring after the date of commencement of cover, the departure time of the **outward journey** or **return journey** takes place more than 12 hours after the departure time appearing on **your** ticket, **we** will indemnify **you** as shown below:

- (i) Delay Compensation - An amount as stated in the schedule
- (ii) Cancellation compensation - If **you** elect to cancel the **outward journey** after a delay exceeding 24 hours as described above, **we** will indemnify **you** in respect of irrecoverable travel or **accommodation** deposits or charges paid or contracted to be paid under Section A.

OR

- (iii) after 24 hours, a maximum amount as detailed in the schedule for additional travel and/or **accommodation** costs and/or proportionate irrecoverable loss of unused pre-paid holiday costs if **you** still wish to continue with **your** holiday, subject to this amount not being higher than the actual cancellation amount.

2. If **you** miss **your** booked departure due to late arrival at the point of international departure caused by **accident** or electrical or mechanical breakdown to the conveyance in which **you** are travelling, or to exceptional and unforeseeable traffic conditions, in the course of:-

- (a) **Your** direct journey to the point of international departure immediately prior to commencement of the **outward journey** from the **United Kingdom**, Channel Islands or Isle of Man, or
- (b) **Your** direct journey to the point of international departure immediately prior to commencement of the **return journey** to the **United Kingdom**, Channel Islands or Isle of Man, **we** will pay up to the limit stated in the schedule for additional travel charges which **you** necessarily and reasonably incur in the purchase of a ticket for an alternative journey.

Provided that:

1. Any payment **we** make in respect of I (i) above, for delays in the **outward journey**, will be deducted from any subsequent payment made under I (ii).
2. Any payments **we** make under iii above, will be deducted from any further claim should **you** then subsequently abandon **your** trip under ii above.
3. In respect of I above, **you** must check-in according to the itinerary provided by the tour operator or carrier, and obtain written confirmation of the delay from such tour operator or carrier.
4. Compensation as described in I (ii) above, is only payable in respect of delays on the **outward journey** from the **United Kingdom**, Channel Islands or Isle of Man.
5. **You** must produce independent evidence in writing to support any claim.
6. Our limit of liability under I (ii) will not exceed the amount stated in the schedule for Section A - Cancellation.
7. In respect of 2 above, **you** must take all reasonable steps to arrive at the departure point at or before the recommended check in time and have allowed sufficient time for **your** journey.

WHAT IS NOT COVERED:

1. Circumstances which could reasonably have been anticipated at the date this insurance was effected.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.

SECTION E - PERSONAL POSSESSIONS

WHAT IS COVERED:

We will indemnify **you**:

1. For loss of or theft of or damage to **personal possessions** belonging to **you**, up to the amount stated in the schedule, (no single article being insured for more than the limit shown in the schedule. A camera or camcorder with all accessories, a bracelet or necklet with any attachment and any similar set or pair of items will be considered as one article) subject to the following depreciation scale:

- 80% under six months old
- 60% over six months old and less than one year old
- 50% over one year old and less than two years old
- 40% over two years old and less than three years old
- 30% over three years old and less than four years old
- 20% over four years old and less than five years old
- 10% if over five years old

2. For loss of or theft of or damage to **sports equipment** belonging to **you** up to the amount stated in the schedule (no single article being insured for more than the limit shown).
3. The cost of necessary purchase of replacement clothing and toiletries if **you** are temporarily deprived of **your personal possessions** on the **outward journey** for a period of more than 12 hours from the time of arrival at **your** destination due to their delay or misdirection in delivery, up to the amount stated in the schedule under delayed baggage.

Provided that:

1. **You** take all reasonable precautions for the safety of the property insured.
2. **Our** liability in respect of **valuables** is limited to a total amount shown in the schedule.
3. Any claims payment made in respect of temporary deprivation of **personal possessions** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **You** must keep receipts for all replacement purchases.
4. **You** must supply at **your** own expense a statutory declaration regarding any claim arising under this section of the policy if **we** so require.

WHAT IS NOT COVERED:

1. Loss or damage arising from wear and tear or depreciation or deterioration or any process of cleaning or repairing or restoring or atmospheric or climatic conditions or moth or vermin or electrical or mechanical breakdown or derangement.
2. Loss of or theft of or damage to contact or corneal lenses, dentures, hearing aids, mobile telephones, samples or merchandise or property used in connection with **your** business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, pictures, **sports equipment** whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature.
3. Loss of or damage to property shipped as freight or under a bill of lading.

(see also the Exclusions applying to Sections E, F and G)

SECTION F - MONEY

WHAT IS COVERED:

We will indemnify **you**, up to the amount stated in the schedule, in respect of **accidental** loss or theft of **money** whilst on **your** person or whilst in a safety deposit box within a hotel or bank or whilst in **your** securely locked **accommodation** under **your** control.

Provided that:

1. **You** take all reasonable precautions for the safety of the property insured.
2. **You** must supply at **your** own expense a statutory declaration regarding any claim arising under this section of the policy if so required.
3. **Our** limit of liability in respect of cash being carried on any one person limited to the amount shown in the schedule.

WHAT IS NOT COVERED:

1. Shortages of **money** due to error or omission or depreciation in value or currency transfers costs.

(see also the Exclusions applying to Sections E, F and G)

SECTION G - PASSPORT, TICKETS & DOCUMENTS

WHAT IS COVERED:

We will indemnify **you** up to the amount stated in the schedule for:-

- (a) the reasonable costs in obtaining a replacement passport (or travel document) to enable **you** to return **home** following the **accidental** loss or theft of **your** passport whilst outside **your** country of residence;
- (b) the irrecoverable costs of travel tickets, green card, petrol coupons, driving licence or phone cards following **accidental** loss or theft.

EXCLUSIONS APPLYING TO SECTION E, F & G

WHAT IS COVERED:

1. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities
2. Loss or theft unless:

- (a) **You** have reported the loss or theft to the nearest police authority within 24 hours of discovery and
- (b) **You** have obtained a written police report

3. Loss of or theft of:

- (a) **Valuables**, passports or from an **unattended** vehicle at any time;
- (b) Other property insured from an **unattended** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle, but in any event excluding all property insured whilst left in an **unattended** motor vehicle between 2000 hours and 0800 hours local time, other than motor homes or caravans which are being occupied by **you** as **your** holiday **accommodation**
4. Theft of property left **unattended** other than as provided above or whilst in **your** securely locked **accommodation**.
5. Loss of or theft of **valuables** or whilst in a suitcase or holdall or bag or similar receptacle outside **your** immediate control.

SECTION H - PERSONAL LIABILITY

WHAT IS COVERED:

We will indemnify **you** against all sums, up to the amount stated in the schedule, which **you** are legally liable in a personal capacity to pay in respect of **accidents** happening during the **period of insurance** resulting in:

1. **Bodily injury** or death to any person not being a member of **your family** or household or in **your** service.
2. Damage to property not:
 - (i) Belonging to **you** or in the charge of or under the control of **you** or a member of **your family** or household or of a person in **your** service N.B. For **accidental** damage to rented **accommodation** **We** will pay up to £100,000 for a single incident which **you** are legally responsible for. The indemnity provided by this section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date (if any) on which **we** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **you** with **our** written consent. In the event of **your** death, **your** personal representative will receive the benefit of the cover granted by this section.

WHAT IS NOT COVERED:

1. Claims arising:
 - (i) directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, motorised or electrically propelled water-borne craft, sailing vessels, wind surfers, mechanically or electrically propelled vehicles or conveyances or attached trailers and lifts;
 - (ii) directly or indirectly out of the ownership, possession or use of animals, weapons or firearms;
 - (iii) directly or indirectly from **Hazardous Pursuits** unless declared to **us** and accepted by **us** by written endorsement (an additional premium may be payable).
 - (iv) directly or indirectly out of or incidental to **your** business or trade or profession including voluntary work or any form of child minding;
 - (v) out of actions between persons insured by **us**;
 - (vi) directly or indirectly out of **your** ownership possession or control of any land or buildings;
 - (vii) out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract;
 - (viii) directly or indirectly due to an infectious disease.

SECTION I - LEGAL EXPENSES

Definitions which only apply to this Section

Appointed Lawyer - The lawyer or other suitably qualified person, who has been appointed to act for **you** under conditions 2 to 8 of this section.

Legal costs - All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the opponent's costs in civil cases if **you** have to pay them, or pay them with **our** agreement.

Date of the Incident - The date the incident happened that may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of the incident is the date of the first of these events.

Insured incident - An event which causes the death of, or **bodily injury** to, **you**.

WHAT IS COVERED:

Under this section, **we** will negotiate for **your** legal rights after an insured incident. **We** will also help in appealing or defending an appeal. If **you** use an appointed lawyer, **we** will pay the legal costs for this. The most **we** will pay for all claims for an insured incident, resulting from one or more event arising at the same time or from the same cause is shown in the schedule. **We** agree to provide legal expenses cover, keeping to the terms, conditions and exclusions, as long as:

- any legal proceedings will be dealt with by a court or other body which **we** agree to;
- in civil claims, it is always more likely than not that **you** will recover damages (or other legal remedy) or make a successful defence; and
- the insured incident happens during the **period of insurance**

As well as the general conditions, the following exclusions and conditions apply

WHAT IS NOT COVERED:

1. Any claim reported to **us** more than 180 days after the date **you** should have known about the insured incident.
2. Any legal costs incurred before **we** agree to pay them.
3. Any claim relating to a) any illness that develops gradually or is not caused by a specific or sudden **accident**; b) **You** driving a motor vehicle for which **you** do not have valid motor insurance; c) an application for Judicial Review.
4. Defending **your** legal rights, but defending a counter claim is covered.
5. Any disagreement with **us** that is not in condition 17 of this section.
6. Any legal action **you** take which **we** or the appointed lawyer have not agreed to or where **you** do anything that hinders **us** or the appointed lawyer.
7. Any legal action against the travel agent, tour operator, carrier, broker, any of the insurers listed on this policy or their agents.
8. Fines, damages or other penalties which **you** are ordered to pay.

Conditions:

You must do the following:

1. Send everything **we** ask for in writing and give **us** full details of any claim, and any information **we** need, as soon as possible.
2. **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time before an appointed lawyer is appointed. **We** can negotiate any claim on **your** behalf.
3. If **We** agree to start legal proceedings and **you** have to be represented by a lawyer, or if there is a conflict of interest, **you** can choose an appointed lawyer by sending **us** the lawyer's name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If **you** and **we** disagree over the choice of appointed lawyer, another lawyer can be appointed to decide the matter (see condition 17).
4. Before **you** choose a lawyer, **we** can appoint an appointed lawyer.
5. **We** will appoint an appointed lawyer to represent **you** according to **our** standard terms of appointment. The appointed lawyer must co-operate fully with **us** at all times.
6. **We** will have direct contact with the Appointed Lawyer.
7. **You** must co-operate fully with **us** and the appointed lawyer and must keep **us** up-to-date with the progress of the claim.
8. **You** must give the appointed lawyer any instructions that **we** ask for.
9. **You** must tell **us** if anyone offers to settle the claim.
10. If **You** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
11. **You** must not negotiate or agree to settle a claim without **our** approval.
12. **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you** instead of starting or continuing legal proceedings.
13. If **we** ask, **you** must tell the appointed lawyer to have legal costs taxed, assessed or audited.
14. **You** must take every step to recover legal costs that **we** have to pay and must pay **us** any legal costs that **you** recover.
15. If **your** appointed lawyer refuses to continue acting for **you** or if **you** dismiss **your** appointed lawyer, the cover **we** provide will end at once, unless **we** agree to appoint another appointed lawyer.
16. If **you** stop a claim without **our** agreement, or do not give suitable instructions to **your** appointed lawyer, the cover **we** provide will end at once.
17. If **we** and **you** disagree about the choice of appointed lawyer, or about how a claim is handled. **We** and **you** can choose another lawyer to decide the matter. **We** and **you** must both agree to this in writing. If **we** cannot agree with **you** about the choice of second lawyer, **we** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

WINTER SPORTS EXTENSION

This cover is provided only if **you** are under 65 and have paid the premium required. Below are the details of Winter Sports cover provided by this extension.

You will be covered under all sections for the following winter sports: cross country skiing, curling, downhill skiing/ snowboarding and ice-skating. Skiing and snowboarding off-piste is covered provided **you** are skiing within the boundaries of a recognised resort area designed for public use and are not skiing in areas marked out of bounds or hazardous by the piste authorities. Heli skiing is only covered as part of a pre-paid excursion led by professional guides. Tobogganing and snowmobiling are covered under sections A, B & C but **we** will not cover any claims under any other section resulting from any **bodily injury** or damage to property that may arise from **your** use of sledges, skidoos or powered vehicles of any kind. No cover is provided for any form of ski racing, ski jumping, ice hockey or any other hazardous or extreme sports not specifically listed above.

3. Ski lift passes are included in the cover provided by section F & G (**Money and Documents**) of this travel policy. The following extra cover up to the maximum limits shown in the schedule is also included in the Winter Sports Extension.

SECTION J1 WINTER SPORTS EQUIPMENT

WHAT IS COVERED:

1. If **your** snowboard or skis (including bindings) boots and poles are lost, destroyed or stolen, **we** will pay **you** up to the limit shown in the schedule, subject to the following depreciation scale based on the original purchase price of the equipment and the age of the item(s)

- 80% under 6 months old
- 60% over six months old and less than one year.
- 50% over one year old and less than two years.
- 40% over two years old and less than three years.
- 30% over three years old and less than four years.
- 20% over four years old and less than five years.
- 10% if over five years.

2. **You** will be covered for repair costs up to the values shown above if **your** snowboard or ski equipment is damaged.
3. If **your** hired equipment is lost, stolen or damaged **we** will pay up to £100 for replacement or repair if **you** are held responsible.

SECTION J2 - WINTER SPORTS EQUIPMENT HIRE

WHAT IS COVERED:

If **your** own equipment is lost, stolen or damaged after commencement of the **outward journey**, **you** will be covered for the reasonable cost of hiring a snowboard or skis (including bindings), boots and poles during **your** trip up to the limit shown in the schedule.

SPECIFIC EXCLUSIONS APPLYING TO SECTIONS J1 AND J2

WHAT IS COVERED:

1. **You** are not covered for the following
 - (a) Loss of, theft of or damage to **your** winter sports equipment during **your** outward or return journey if **you** do not get a written 'carrier's report', or a 'Property Irregularity Report' in the case of an airline. If **you** cannot report the loss, theft or damage to the carrier straight away, **you** must do so in writing within seven days;
 - (b) Loss or theft of **your** winter sports equipment at any other time if **you** do not report the loss or theft to the police within 24 hours of discovering it and get a police report from them;
 - (c) Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure;
 - (d) Loss of or theft of or damage to property left in or on a vehicle overnight.
2. **You** are not covered for claims for which **you** receive compensation from someone else.
3. **You** are not covered for more than the limit shown in the schedule for any one snowboard or pair of skis (including bindings), boots or poles.

Conditions:

1. **You** must take proper care of **your** belongings and act as if **you** did not have this insurance policy.
2. **You** must keep any of **your** own damaged property so that **we** can inspect it. When **we** make a payment for that property, it will then belong to **us**.

SECTION J3 - SKI PACK (LESSONS, HIRE, LIFT PASS)

WHAT IS COVERED:

If **you** fall ill or are injured during the trip and **we** accept a valid claim under Section B (Medical Expenses), **you** will be covered for the proportional costs of the part of the ski pack which **you** cannot use. Ski pack expenses are limited to irrecoverable pre-paid costs for ski lessons, ski equipment hire and lift passes incurred prior to the date of the illness or injury that gave rise to the claim.

WHAT IS NOT COVERED:

You are not covered for claims arising from circumstances that are normally excluded from Section B (Medical Expenses).

SECTION J4 - PISTE CLOSURE

WHAT IS COVERED:

This cover is only available for holidays starting after 1st January and ending before 1st April. If adverse weather conditions cause the total closure of all ski facilities for more than one day at the resort **you** are booked into, **you** will be covered for a daily benefit, up to the limits shown in the schedule, for reasonable additional transport costs and lift hire costs to enable **you** to ski in a different resort. If it is not possible to arrange transport to a different resort, **you** will receive the daily benefit for each whole day's skiing lost.

WHAT IS NOT COVERED:

1. **You** will not be covered for any amount **you** can get back from someone or somewhere else.
2. **You** will not be covered if **you** booked the insurance within 14 days of going on the trip.

Conditions:

1. Cover will only apply for as long as there are adverse weather conditions closing all skiing facilities at **your** resort.
2. Cover will only apply if **your** resort area has ski facilities above 1600 metres.
3. **You** must get written confirmation from the appropriate piste authority to confirm that all pistes were closed or that it was not possible to travel to another resort.

SECTION J5 - AVALANCHE CLOSURE

WHAT IS COVERED:

If **your** arrival at, or departure from, **your** resort is delayed for more than 12 hours due to avalanche, landslide or landslip, **you** will be covered for reasonable extra travel and accommodation expenses up to the limits shown in the schedule for each full 24 hours that **you** are delayed.

WHAT IS NOT COVERED:

1. **You** will not be covered if the tour operator pays for **your** extra travel and accommodation costs.
2. If **you** receive compensation from someone or somewhere else, **we** will take this off **your** claim.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

We shall not be liable for:

1. Any **excess** shown in the schedule unless **you** have purchased the **excess** waiver and this is shown on **your** insurance certificate.
2. Claims directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power.
3. **Consequential loss** of any kind
4. Damage to, or loss or destruction of any property or any loss or expense whatsoever arising indirectly caused by or contributed to, by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
5. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
7. Claims arising directly or indirectly from **your** wilful, malicious or unlawful acts or whilst under the influence of alcohol or drugs.
8. Claims arising directly or indirectly from **Hazardous Pursuits** unless declared to **us** and accepted by **us** by written endorsement (an additional premium may be payable).
9. Any claim arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change.
10. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutual derivative or variations thereof however caused (unless declared to **us** prior to effecting this insurance).
11. Claims arising directly or indirectly from an act of **terrorism**. This exclusion does not apply to Section B – Emergency Medical and Other Expenses except for any claims which are in any way caused or contributed by an act of **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
12. Any claims arising directly or indirectly from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel.
13. Any claims arising directly or indirectly from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
14. Any claims arising directly or indirectly from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation.

COMPLAINTS PROCEDURE

If, for any reason, **you** consider that **we** have not kept **our** promise or **you** have any cause for complaint regarding this insurance, please contact the agent who sold this policy to **you** in the first instance.

If **your** complaint is regarding a claim, please write to:

The Managing Director
Direct Group Travel Services
Claims Department
PO Box 800
Halifax
HX1 9ET

Tel: 0844 412 4296
Fax: 0844 412 4138

In all correspondence please state **your** insurance is provided by **UK** General Insurance Ltd and quote scheme ref 03951.

In the event **you** remain dissatisfied and wish to escalate a complaint, **you** can do so by contacting the following:

The Customer Relations Manager
UK General Insurance Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
83 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

Your statutory rights are not affected if **you** choose to follow any of the complaints procedures above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim.

Further information is available from the Financial Services Authority or the FSCS at <http://www.fscs.org.uk> or on 020 7892 7300.



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