

It's So



travel insurance

Table of Contents

Summary of Cover	2
Contact Details	2
Important Information	3
Who is covered	3
What is covered	3
Limit of cover and excesses	3
When cover starts and ends	3
Cancellation rights	4
Working Abroad	4
Renewal of your insurance	4
Disclosing relevant facts	4
Medical conditions	4
Health Warranty	4
Change in health	5
Definitions	5
Section 1 Cancellation	7
Section 2 Curtailment	7
Section 3 Emergency Medical Expenses	8
Section 4 Additional Hospital Benefit	9
Section 5 Personal Accident	9
Section 6 Baggage & Personal Belongings	10
Section 7 Cash & Documents	11
Section 8 Loss of Passport	11
Section 9 Travel Delay	12
Section 10 Missed Departure	12
Section 11 Personal Liability	13
Section 12 Legal Expenses	13
Section 13 Hijack	14
Section 14 Business Cover	14
Section 15 Winter Sports Cover	14
Section 16 Scuba Diving Cover to 50m	15
Section 17 Sports & Activities	16
General Conditions	18
General Exclusions	18
Claims Procedure	19
Comments & Complaints	20
Data Protection	21
Governing Law	21
Details about our Regulator	21
Financial Services Compensation Scheme	21
Key Facts - Statement of Demands & Needs	22

Summary of Cover

The following table is only a summary of the main cover limits. **You** should read the rest of this policy for the full terms and conditions.

Section	Annual Multi-trip	Single Trip	Excess
Age Limit	69	79	
Maximum trip duration	31 days		
Dependent Child Age limit	22	22	
Section 1 Cancellation	£3,000	£3,000	£50
Section 2 Curtailment	£3,000	£3,000	£50
Section 3 Emergency Medical Expenses	£5 million	£5million	
Emergency Dental Treatment	£350	£350	
Funeral Expenses Abroad	£1,000	£1,000	£75
UK Expenses	£1,000	£1,000	
Location & dispatch of replacement prescriptive drugs	£250	£250	
Section 4 Additional Hospital Benefit	£25/24 hrs. £300 max	£25/24 hrs. £300 max	Nil
Mugging	£100/24 hrs. £1,000 max	£100/24hrs. £1,000 max	Nil
Section 5 Personal Accident	£25,000	£25,000	Nil
Death benefit	£10,000	£10,000	Nil
Section 6 Baggage & Personal Belongings	£1,500	£1,500	
Total Valuables limit	£400	£400	
Single item limit	£250	£250	£50
Delayed baggage (after 24 hrs)	£100 max	£100 max	
Optional extension for specified items	£1,500	£1,500	£50
Single item limit (as shown on your Policy Schedule)	£400	£400	
Section 7 Cash & Documents	£500	£500	£50
Cash Limit	£300	£300	£50
Section 8 Loss of Passport	£250	£250	£50
Section 9 Travel Delay	£20/12 hrs. £100 max	£20/12 hrs. £100 max	
Trip Abandonment (after 24 hrs)	£3,000	£3,000	£50
Pet Care	£20/24 hrs. £100 max	£20/24 hrs. £100 max	
Section 10 Missed Departure	£1,000	£1,000	£50
Section 11 Personal Liability	£2 million	£2 million	£50
Section 12 Legal Expenses	£25,000	£25,000	£50
Section 13 Hijack	£50/24 hrs. £500 max	£50/24 hrs. £500 max	Nil
Section 14 Business Cover	Optional	Optional	
Replacement Business Associate	£1,000	£1,000	£50
Samples & Documents, Business Equipment	£500	£500	
Section 15 Winter Sports Cover	Optional	Optional	
Sports Equipment	£500	£500	
Equipment Hire	£300	£300	£50
Sports Pack	£300	£300	
Piste Closure	£300	£300	
Section 16 Scuba Diving Cover to 50m	Optional	Optional	
Scuba Diving Equipment	£1,000	£1,000	
Single Item Limit	£150	£150	£50
Equipment Hire	£300	£300	
Inability to Dive	£25/24h hrs. £250 max	£25/24 hrs. £250 max	Nil
Section 17 Sports & Activities			
Level 1 Activities	Included	Included	
Level 2 Activitiess	Optional	Optional	
Contact Details			
It's So Easy Travel Insurance Ltd	+44 (0) 845 222 2226	hello@itssoeasytravelinsurance.com	
Emergency 24 hr Medical Assistance Service	+44 (0) 845 643 2628	assistance@mstream.co.uk	
Claims Service	+44 (0) 845 643 2629	claims@mstream.co.uk	
Medical Screening Service	+44 (0) 845 643 2634	healthcheck@mstream.co.uk	
Other Useful Contacts			
Foreign & Commonwealth Office	+44 (0) 845 850 2829	www.fco.gov.uk	
European Health Insurance Card (EHIC)	+44 (0) 845 606 2030	www.ehic.org.uk	
Department of Health - Advice for travellers	+44 (0) 20 7210 4850	www.dh.gov.uk/travellers	
Medicare Australia	+61 (0) 26 124 6333	www.medicareaustralia.gov.au	

Health Warranty

You must advise us if any of the following apply to a person to be insured, a travelling companion, an immediate relative, close business associate or someone upon whom the trip depends, (whether they are travelling with you or not),

- You/they** in the last 6 months;
 - were receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home.
 - have within the last four weeks started, stopped, and changed the type of dosage, suffered side effects from, or received further medical advice or treatment in respect of any medication prescribed for the control of HIV.
- You/they** have, during the 12 months before this insurance started, suffered from or received treatment, advice or medication for any chronic, ongoing or recurring illness or condition other than for the control of HIV. (A chronic condition is one lasting three months or more).
- You/they** were travelling against the advice of a **medical practitioner** or in order to get medical treatment abroad.
- You/they** have been diagnosed as having a terminal illness.
- You/they** were waiting for the results of tests or investigations, or awaiting a referral for an existing medical condition.
- other than specified in 1 – 5 above, **you/they** were aware of any reason why the trip could be cancelled or curtailed or of any medical condition, which could result in a claim.

We will not cover any of the health conditions referred to above unless declared to us and accepted by us in writing. To make a medical declaration please contact our medical screening service on +44 (0) 845 643 2634. **You** may be required to pay an additional charge which will be dependant upon the conditions declared.

If there is any change in a persons' health between the date the policy is issued and the start date of a trip you must notify our medical screening service immediately.

Claims Notification

If you require assistance abroad please call our 24 hour Emergency Medical Assistance service on +44 (0) 845 643 2628. The emergency medical assistance service is provided by Specialty Assistance Services Limited.

If you wish to make a claim please call +44 (0) 845 643 2629. Please note documentary evidence will be required to support any claim. Claims are administered by Claims Settlement Agencies Limited.

Your right to Cancel

If your cover does not meet your requirements, please notify us within 14 days of receiving your policy and return all your documents for a refund of your premium. If during this 14 day period you have travelled, made a claim, or intend to make a claim then we are entitled to recover all costs for those services that you have used. Please note that your cancellation rights are no longer valid after this initial 14 day period.

How to Complain

For all complaints please write to The Customer Services Manager, Millstream Underwriting Limited, P.O. Box 18381, London, EC3M 7AU. Please supply us with your name, address, policy number or claim number and enclose copies of relevant correspondence as this will help us to deal with your complaint, in the shortest possible time.

You can refer your complaint to the Financial Ombudsman Service (FOS) in the event that we are unable to resolve the differences between us.

Details about our Regulator

The travel insurance policy is underwritten by Millstream Underwriting Limited on behalf of Mondial Assistance Europe N.V. administered in the United Kingdom by Mondial Assistance (UK) Limited. Millstream Underwriting Limited and Mondial Assistance (UK) Limited are authorised and regulated by the Financial Services Authority (FSA). Mondial Assistance Europe N.V. is authorised by the De Nederlandsche Bank (DNB) in the Netherlands and regulated by the Financial Services Authority for the conduct of UK Business.

Millstream Underwriting Ltd and Mondial Assistance (UK) Limited will act as an agent for Mondial Assistance Europe N.V. with respect to the receipt of customer money; and for the purpose of settling claims and handling of premium refunds. It's So Easy Travel Insurance Limited will act as agents for Mondial Assistance Europe N.V. with respect to receipt of customer money and handling premium refunds.

In the event that the insurer is unable to pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Further Information

You should read the Policy Schedule and Terms and Conditions carefully to ensure that the insurance fully meets your requirements. It gives you full details of what is and is not covered and the conditions of the cover.

If you have any queries or require any information about this travel insurance contact It's So Easy Travel Insurance Limited on 0845 222 2226.

Travel Insurance Policy Summary Statement of Demands & Needs

FSA/CSP/ISE January 2009

This policy is designed to meet the demands and needs of those who are travelling on conventional holidays and commercial business trips. (Please note this statement does not constitute advice or a personal recommendation of the travel insurance product.)

Policy Summary



This is your Policy Summary only and does not contain the full details of the contract. Full terms & conditions can be found in your policy wording. Please note this summary does not form part of the contract.

Your Millstream Travel Insurance Policy

The travel insurance policy is underwritten by Millstream Underwriting Limited on behalf of Mondial Assistance Europe N.V. administered in the United Kingdom by Mondial Assistance (UK) Limited.

Main Features & Benefits Types of Policies available

Policies are available for either single trips or on an annual basis for multiple trips. An annual multi-trip policy provides cover for any number of round trips which are of no more than 31 days each in duration. A single trip policy provides cover for the duration of trip as shown on your Schedule.

Who can be Covered

Both single and annual multi-trip policies can be purchased for individuals, couples or family groups. If a family policy is purchased cover is provided for dependent children under 23 years old who are in full time education and normally resident with you.

What is Covered

The main sections of cover are:

◆ Trip cancellation and curtailment	up to £3,000
◆ Emergency medical expenses whilst overseas	up to £5 million
◆ Additional Hospital Benefit	up to £300
◆ Baggage & Personal belongings	up to £1,500
◆ Cash & Documents	up to £500
◆ Personal Liability	up to £2 million
◆ Personal Accident	up to £25,000
◆ Legal Expenses	up to £25,000

Cover is also provided on annual multi-trip and single trip policies for Travel Delay, Missed Departure and Hijack. Full details of the cover limits provided under each section are set out in the Summary of Cover attached to your policy schedule. Policies cover scuba diving to a depth of 30 metres. Policies can be extended to include winter sports and scuba diving to a depth of 50 metres subject to payment of an additional premium.

Significant Conditions & Exclusions	Policy Section
We bring your particular attention to the following conditions and exclusions	
◆ The policy contains a health warranty and certain medical exclusions; the health warranty is set out in more detail overleaf	Health Warranty
◆ You will not be covered if you choose to travel to a country or region against the advice issued by the Foreign & Commonwealth Office. Telephone: 0845 850 2829, Website: www.fco.gov.uk.	General Exclusion 1
◆ The policy excludes any costs related to pregnancy between 12 weeks before and 12 weeks after the estimated delivery date	General Exclusion 12
◆ You will not be covered for additional costs incurred as a result of any delay in telling your travel provider that you need to cancel your trip.	Section 1
◆ There are maximum limits within the baggage and money sections for any one article, pair or set, jewellery, valuables and cash.	Sections 6, 7, 15 and 16
◆ Baggage claims are paid based on the value of the goods at the time they are lost and not on a 'new for old' basis; claim payments will be subject to a deduction for wear and tear.	Sections 6, 15 and 16
◆ The policy will not cover baggage left unattended or valuables, jewellery or money unless kept on the person or stored in a locked safety deposit box or safe	Sections 6, 7, 15 and 16
◆ An excess will normally apply per person, per policy section, per incident to any claim	Most Sections
◆ There is no personal liability cover for hire, use or possession of any vehicle or in relation to your employment	Section 11
◆ Losses resulting from participation in high risk sports and activities are excluded. Cover can be provided for certain sports and activities but you may be required to pay an additional premium. You must obtain written confirmation from us if you require cover.	What is Covered 5-8 General Exclusions 19-25
◆ Cover within your Country of Residence is limited to pre-booked trips of two nights or more in paid accommodation	What is Covered 4

Important Information

Thank **you** for taking out **your** It's So Easy Travel Insurance policy with **us**.

This policy wording, **your** policy schedule and any endorsements form a contract of insurance between **you** (the insured named on the policy schedule) and **us**, (Millstream Underwriting Ltd on behalf of Mondial Assistance Europe N.V. and administered in the **United Kingdom** by Mondial Assistance (UK) Limited) and explains the definitions, conditions, exclusions and limits of cover **we** provide. This contract is only valid when **you** have a valid policy schedule and have paid the appropriate premium.

It is very important that **you** read the terms, conditions and exclusions of this insurance to ensure that **you** are properly covered for **your** planned trip.

Please check the details on the policy schedule and contact It's So Easy Travel Insurance Limited if they are incorrect.

WHO IS COVERED

Your policy schedule shows the persons who are insured under the policy and any special terms or conditions that may apply.

Cover is only available to people resident in the **EU** and is only valid for round trips starting and returning from **your home** in the **EU**. **You** must have a permanent residential address in the **EU** and unrestricted right of entry to the **EU**.

You cannot purchase or renew an annual policy once **you** have reached the age of 70. **You** cannot purchase a single trip policy once **you** have reached the age of 80.

WHAT IS COVERED

You are covered for:

- Annual Multi Trip policies: trips with a maximum planned duration of 31 days as shown on **your** schedule, Single trips policies: the trip duration as detailed on **your** schedule (maximum 365 days). NOTE: trips with a scheduled duration of more than the specified trip duration will NOT be covered under this policy (unless a specific endorsement is added to Your policy Schedule) and **you** should arrange separate insurance for the whole duration of these trips.
- holidays and leisure
- Business trips/trips which include **work abroad**. Additional cover under Section 14 is included only if you have paid the appropriate additional premium. See section 14.
- trips within the Geographic Region as shown on **your** policy schedule. **You** will not be covered if **you** choose to travel to a specific country or region against the advice issued by the Foreign & Commonwealth Office.
- Trips within **your Country of Residence** if it is pre-booked in paid accommodation and for 2 nights or more. (This does not include medical expenses cover).
- winter sports** activities if **you** have paid the appropriate premium and it is shown on **your** policy schedule (if Annual Multi-trip cover is selected up to 17 days duration in total during the insurance year)
- participating in sports and activities under Level 1 as detailed in Section 17.
- participating in sports and activities under Level 2 as detailed in Section 17 if **you** have paid the appropriate premium and it is shown on **your** policy schedule. **You** are not covered for **hazardous activities**, other than as specified in Section 17, unless **we** agree to include and **you** have paid the additional premium required.
- reasonable activities **you** partake in on an unplanned and incidental basis provided that **you** are:
 - supervised by a qualified instructor / licensed operator,
 - or hold the appropriate qualification or licence
 - or have subscribed to an accredited organisation for the activity
 - and that **you** act in a reasonable way and use all recommended equipment and protective clothing that is necessary

LIMITS OF COVER AND EXCESSES

The limits of cover under each section are shown of the Summary of Cover (page 2) and apply to each insured person. This policy has an excess as shown on the Summary of Cover which will be deducted in the event of a claim under certain sections. The excess is applicable per person, per policy section, per insured incident.

WHEN COVER STARTS AND ENDS

If **you** have Annual Multi-trip cover cancellation cover starts from the time of booking a trip providing it is within the period of cover as shown on **your** policy schedule and ends when **you** leave **your home** to commence the trip.

If **you** have Single Trip cover **you** are covered for the dates as shown on **your** policy schedule. Cancellation cover starts from the date **you** have purchased this insurance policy.

All other sections of cover operate from when **you** leave **your home** to start **your** trip. These sections apply for the duration of the booked trip (or earlier return to **your Country of Residence**) including the period of travel directly to the departure point and back **home** directly afterwards, not exceeding 24 hours in each case.

If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for up to 30 days maximum.

CANCELLATION RIGHTS

If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** policy and return all **your** documents for a refund of **your** premium. If during this 14 day period **you** have travelled, made a claim, or intend to make a claim then **we** are entitled to recover all costs for those services that **you** have used. Please note that **your** cancellation rights are no longer valid after this initial 14 day period.

WORKING ABROAD

This insurance is extended to cover **work abroad** subject to its definition. (please refer to the Definitions) Additional cover under section 14 is included if you have paid the appropriate additional premium.

RENEWAL OF YOUR INSURANCE

If **you** have Annual Multi-trip cover, **we** will send **you** a renewal notice prior to the expiry of the period of insurance as shown on **your** policy schedule. The terms of **your** cover and the premium may be varied by **us** at the renewal date. **We** will give **you** at least 21 days written notice before the renewal date should happen.

At renewal **you** must tell **us** about relevant facts and check to see that **you** still comply with the Health Warranty as this may affect the cover provided. If **you** do not comply with the Health Warranty, this may invalidate **your** insurance.

DISCLOSING RELEVANT FACTS

It is **your** duty to inform **us** of any fact, which is likely to influence **us** in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving **you** with no right to make a claim.

It is very important that this insurance provides adequate cover for **your** trip. To ensure that it does, and for **your** peace of mind, **you** must tell **us** as soon as possible about anything, which could give rise to a claim.

MEDICAL CONDITIONS

This insurance contains restrictions regarding pre-existing medical conditions in respect of the people travelling and of other people upon whose health the trip depends.

You are advised to read the Health Warranty contained in this policy. If **you** are in any doubt as to whether a medical condition is covered **you** must contact the Medical Screening Service on +44 (0) 845 643 2634. **We** will not cover medical problems referred to in the Health Warranty unless this was declared to **us** and accepted by **us** in writing.

HEALTH WARRANTY

If any of the following apply to **you**, a travelling companion, an **immediate relative, close business associate** or someone upon whom **your** trip depends, (whether they are travelling with **you** or not) the medical assessors must be contacted:

1. **You/they** in the last 6 months;
 - a. were receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home.
 - b. have within the last four weeks started, stopped, and changed the type of dosage, suffered side effects from, or received further medical advice or treatment in respect of any medication prescribed for the control of HIV.
2. **You/they** have, during the 12 months before this insurance started, suffered from or received treatment, advice or medication for any chronic, ongoing or recurring illness or condition other than for the control of **HIV**. (A chronic condition is one lasting three months or more).
3. **You/they** were travelling against the advice of a **medical practitioner** or in order to get medical treatment abroad.
4. **You/they** have been diagnosed as having a terminal illness.
5. **You/they** were waiting for the results of tests or investigations, or awaiting a referral for an existing medical condition.
6. Other than specified in 1 – 5 above, **you/they** were aware of any reason why the trip could be cancelled or curtailed or of any medical condition, which could result in a claim.

Millstream Underwriting Limited
PO Box 18381,
London, EC3M 7AU
(quoting the policy number on **your** policy schedule)

Please supply **us** with **your** name, address, policy number or claim number and enclose copies of relevant correspondence, as this will help **us** to deal with **your** complaint, in the shortest possible time.

If **you** are still dissatisfied, at this stage **you** may contact:

The Financial Ombudsman Service
South Key Plaza, 183 Marsh Wall
London, E14 9SR

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from Millstream Underwriting Limited.

DATA PROTECTION

Information about **your** policy may be shared between It's So Easy Travel Insurance Limited, Crispin Speers & Partners Ltd, Millstream Underwriting Limited and Mondial Assistance (UK) Ltd for underwriting purposes.

Please note that sensitive health and other information **you** provide may be used by **us, our** representatives and other insurers and industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure that **your** information is held securely.

Information **we** hold will not be shared with third parties for marketing purposes. **You** have the right to access **your** personal records.

GOVERNING LAW

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in English. **We**, the **insurer** and **you** do not intend any term of this contract to be enforceable pursuant to the Contract (Rights Of Third Parties) Act 1999.

DETAILS ABOUT OUR REGULATOR

It's So Easy Travel Insurance Limited is underwritten by Millstream Underwriting Limited on behalf of Mondial Assistance Europe N.V. and is administered in the UK by Mondial Assistance (UK) Limited.

It's So Easy Travel Insurance Limited (FSA Firm ref: 476160), Crispin Speers & Partners (FSA Firm ref: 311507), Millstream Underwriting Limited (FSA Firm ref: 308584 and Mondial Assistance (UK) Limited (FSA Firm ref: 311909) are authorised and regulated by the Financial Services Authority (FSA).

Mondial Assistance Europe N.V. is authorised by De Nederlandsche Bank (DNB) in the Netherlands and regulated by the FSA for the conduct for the conduct of UK business.

The FSA holds a register if all regulated firms on its website visit www.fsa.gov.uk/register or **you** can contact them by phone on 0845 606 1234.

Millstream Underwriting limited and Mondial Assistance (UK) Limited will act as agents for Mondial Assistance Europe N.V. with respect to the receipt customer money and for the purpose of settling claims. It's So Easy Travel Insurance Limited and Crispin Speers & Partners Limited will act as agents for Mondial Assistance Europe N.V. with respect to the receipts of customer money and handling of premium refunds.

Millstream Underwriting Limited, Registered in England No. 3896220, Registered Office: 40 Lime Street, London EC3M 7AY It's So Easy Travel Insurance Limited, Registered in England No. 3931540, Registered Office: 27 Old Gloucester Street, London, WC1N 3XX Crispin Speers & Partners Limited, Registered in England No. 3931540, Registered Office: St Clare House, 30-33 Minorities, London, EC3N 1PE Mondial Assistance (UK) Limited Registered in England No. 1710361, Registered Office: Mondial House, 102 George Street, Croydon, CR9 1AJ

FINANCIAL SERVICES COMPENSATION SCHEME

In the event that the **insurer** is unable to pay a claim **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk



OTHER MINOR MEDICAL AND OUT-PATIENT TREATMENT

Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629 when **you** return **home**. They will advise **you** of any additional supporting documentation required (this will be dependent upon the circumstances and nature of the medical claim). All original receipts for medical consultations / treatment / medication etc should be retained and submitted to support **your** claim.

If you receive out-patient treatment (no hospital admission) and the costs are likely to exceed £1000 you must refer to the Emergency Medical Assistance Service for authorisation.

PERSONAL BAGGAGE CLAIMS

Written proof of the incident must be obtained from the police, the accommodation management, tour operator or carrier within 24 hours of the loss/theft. If the loss occurs during travel, **you** must obtain a property irregularity report from the carrier. For all item(s), pair or sets of items over £50, **you** will also be asked to provide the original receipts. If **you** cannot find original receipts, other proof of ownership (such as bank / credit card statements and photographs of yourself wearing the item) may be offered to support **your** claim instead.

If personal baggage is delayed obtain a written report from the carrier (e.g. airline, shipping company etc) detailing the length and the cause of the delay. Retain all the receipts which relate to any emergency replacement items **you** have purchased.

Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629 when **you** return **home**.

MONEY CLAIMS

Written proof of the incident must be obtained from the police, the accommodation management, tour operator or carrier within 24 hours of the loss/theft. **You** may be asked to provide proof of the withdrawal of the money from the bank. Please remember that the loss of money must occur whilst it is carried on **your** person or whilst it is left in a locked safety deposit box. Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on + 44 (0) 845 643 2629.

TRAVEL DELAY CLAIMS

Written confirmation must be obtained from the airline, shipping, coach or train company stating the period of the delay and the reason for the delay. Please remember that cover for travel delay is provided for specific reasons only:

- § strike or industrial action (provided that when this policy was taken out and or the trip was booked, there was no reasonable expectation that the trip would be affected by such cause)
- § adverse weather conditions
- § the mechanical breakdown or technical fault of the aircraft, coach or sea vessel

Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629

MISSED DEPARTURE CLAIMS

Written confirmation must be obtained from the transport company, police or roadside assistance service confirming the location, reason and duration of the delay. Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629.

PERSONAL LIABILITY AND LEGAL ASSISTANCE CLAIMS

Obtain as much information as possible, including police reports, witness details and any photographs. **You** must NOT admit liability at any time. The Claims Service must be notified immediately by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629.

COMMENTS AND COMPLAINTS

We aim to provide a first class level of service at all times. If, for any reason, **you** feel that our service is not of the standard **you** would expect, please tell us. **You** should address any enquiries or complaints, in writing to:-

CHANGE IN HEALTH

If any of the reasons stated in the Health Warranty above occur between the date the policy is issued and/ or before the first day of **your** trip, **you** must notify the medical assessors immediately on + 44 (0) 845 643 2634.

We will then decide if **we** can provide **you** with cover on existing terms. **We** may ask **you** to pay an additional premium, add special conditions to the policy or exclude cover for that medical condition. If **we** cannot provide cover, or if **you** do not want to pay the additional premium, **you** can make a cancellation claim if **you** have booked and paid for a trip that **you** have not yet made. Alternatively **you** can cancel **your** policy and **we** will send **you** a pro-rata refund.

We reserve the right not to extend the policy where the booked trip could be detrimental to **your** well being. Failure to contact **us** could leave **you** with no right to make a claim, and may mean that **you** travel with insufficient cover

DEFINITIONS

Whenever the following words appear in bold in this policy they will always have these meanings:

Definition	Meaning
Appointed Advisor	The solicitor or appropriately qualified person, firm or company, including us who is chosen to act for you in your claim for compensation.
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.
Country of Residence	United Kingdom or EU
Couple	The lead insured and spouse (or co-habiting partner) named on the policy schedule.
Curtail/Curtailment	Return early to home to your Country of Residence .
Europe	European Mainland , Republic of Ireland, The Channel Islands, The Azores, Madeira, The Canary Islands, Morocco, Tunisia, Israel, Mediterranean Islands, Turkey and territories formally known as USSR, west of the Ural Mountains
European Mainland	Albania, Andorra, Austria, Belgium, Bosnia, Bulgaria, Croatia, Cyprus, Czech Republic, Slovakia, Denmark, Finland, France, Greece, Germany, Hungary, Iceland Italy, Lapland, Liechtenstein, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovenia, Spain, Sweden, Switzerland
EU	Countries forming part of the European Union
Expert Witness	A person who testifies in a court of law because they have specialist knowledge in a particular field or area of expertise, entitling that person to testify about their opinion on the meaning of facts.
Family	You and your spouse (or co-habiting partner) and your financially dependant children under 22 years old and in full time education, at the inception date of your policy all normally resident with the you and named on the policy schedule.
Hazardous Activities	Participating in any sport or activity which could pose an increased risk or danger to you , and may require you to take additional precautions to avoid injury or claim. A list of included sports and activities covered by this policy are shown in Section 17.
Hijack	The unlawful seizure or wrongful exercise of control of an aircraft or conveyance in which you are travelling as a passenger.
HIV	Human Immunodeficiency Virus
Home	Your usual residential address in your Country of Residence .
Immediate relative	Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother or step-sister.
Insurer	Mondial Assistance Europe N.V.
Legal action	Work carried out to support a claim that we have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by you to the European Court of Justice, European Court of Human Rights or similar International body; or to enforce a judgement or legally binding decision.
Legal costs	Fees, costs and expenses (including Value Added Tax) which we agree to pay for you in connection with legal action . Also, any costs which you are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs we agree to pay.
Loss of limb	Physical, permanent and total loss of use at or above the wrist or ankle.
Loss of sight	The complete, irrecoverable and irremediable loss of all sight in one or both eyes.
Medical practitioner	A registered practising member of the medical profession who is not travelling with you , who is not related to you or to any person with whom you are travelling or intending to stay.

Money	Cash, travel tickets and passports held by you for social domestic and/or pleasure purposes.
Permanent total disablement	Disablement as a result of which there is no business or occupation, which you are able to attend and to which having lasted for a period of 12 months, is, at the end of that period, beyond hope of improvement.
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 for your individual use during your trip. (Not including any specialised items, medical or otherwise, unless specified in your policy schedule).
Public Transport	Any fare paying passenger on the following regular scheduled forms of transport: train, coach, bus, aircraft and sea vessel.
Redundancy	Any person being declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for 2 continuous years with the same employer at the time of being made redundant.
Scuba Diving Equipment	Mask, fins and snorkel, diving suit and boots, buoyancy jacket and dive bag, regulator set including first and second stages plus gauges, dive watch and dive computer, underwater camera equipment.
Scuba Diving	Conventional scuba diving only. We do not cover any unaccompanied dive, any dive in over head environments, any dive for gain or reward, or any dive below 30 metres (50 metres if additional premium is paid). You must hold a British Sub Aqua Club certificate or Professional Association of Diving Instructors certificate or equivalent and follow the relevant Club or Association rules and guidelines at all times, or you must only dive under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times.
Single Parent Family	You and your financially dependent children under 22 years old in full time education, at the inception date of your policy, all normally resident with you and named on the policy schedule.
The Caribbean	Antigua and Barbuda, The Bahamas, Barbados, Cuba, Dominica, Dominican Republic, Grenada, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Anguilla, Aruba, British Virgin Islands, Cayman Islands, Guadeloupe, Martinique, Montserrat, Navassa Island, Netherland Antilles, Puerto Rico, Turks and Caicos Islands, Virgin Islands
Unattended	When you are not in full view of and not in a position to prevent unauthorised interference with your property.
United Kingdom	England, Scotland, Wales, Northern Ireland and the Isle of Man
Valuables	Watches, furs, jewellery, photographic equipment, binoculars, telescopes, spectacles, sunglasses, computers and or accessories (including laptops, games & gaming consoles), video equipment, camcorders and audio equipment including personal stereos, DVD & mini-disc players, i-pods and MP3 players, CDs, DVDs, tapes, films, cassettes, cartridges, headphones and televisions.
We / us / our	Millstream Underwriting Limited on behalf of Mondial Assistance Europe N.V. Mondial Assistance (UK) Limited is the administrator in the United Kingdom.
Winter Sports Equipment	Skis, bindings, ski boots, ski poles, snowboards and specialised clothing.
Winter Sports	Conventional skiing / snowboarding only. We do not cover any competition, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters. Off-piste skiing is only covered if you are under the care and direction of a locally qualified guide or instructor.
Work / Working abroad	For the purposes of this policy clerical business activities of the insured only. This includes non-manual or light general work not involving: the use of mechanical or industrial machinery working at a height not exceeding 2 metres.
Worldwide (excluding USA, Canada & The Caribbean)	Worldwide excluding United States of America, Canada and The Caribbean .
Worldwide (including USA, Canada & The Caribbean)	Worldwide
You / your	Each insured person as shown on your policy schedule.

11. any emotional or psychiatric disorder or condition;
12. pregnancy 12 weeks before and 12 weeks after the estimated date of delivery.
13. any claim arising from sexually transmitted diseases.
14. the cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory tests which are not directly related to the illness or injury which necessitated **your** admittance to hospital.
15. any epidemic or pandemic
16. loss or damage to any property and expense or legal liability, directly or indirectly caused by or contributed to or arising from:
 - a) Ionising radiation 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.
17. any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason, terrorist activity, civil war, rebellion, revolution, insurrection, blockade, military or usurped power.
18. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
19. planned **hazardous activities** unless **you** have paid the appropriate additional premium and **we** have issued **you** with an endorsement;
20. motorbike touring or where a motorbike is the main mode of transport;
21. **your** manual work or hazardous occupation of any kind.
22. professional or organised sports, racing, speed or endurance tests, dangerous pursuits.
23. mountaineering or rock climbing, ordinarily necessitating the use of picks ropes or other specialist climbing equipment, pot holing or caving.
24. taking part in dangerous expeditions or the crewing of a vessel outside European coastal waters.
25. any off-piste skiing except whilst under the care and direction of a locally qualified guide or instructor.

CLAIMS PROCEDURES

All claims to be submitted within 60 days of the incident giving rise to the claim.

First, check this wording to make sure **your** claim is valid:

CANCELLATION CLAIMS

The travel agent, tour operator, provider of transport or accommodation must be contacted immediately and **you** must obtain a cancellation invoice. The original tickets and booking forms / receipts will also be required to support **your** claim. Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629 when **you** return **home**. They will advise **you** of any other additional supporting documentation required (this will be dependent upon the reason for the cancellation).

CURTAILMENT CLAIMS

Call the Emergency Medical Assistance Service on +44 (0) 845 643 2628. Their authorisation must be obtained before **you** cut short **your** trip. All original ticket stubs/booking forms/receipts should be retained and submitted to support **your** claim. Contact the Claims Service for a claim form by email on claims@mstream.co.uk or by phone on +44 (0) 845 643 2629 when **you** return **home**. They will advise **you** of any additional supporting documentation required (this will be dependent upon the reason for the curtailment).

MEDICAL CLAIMS

IN-PATIENT TREATMENT OR OUT-PATIENT TREATMENT EXPECTED TO BE OVER £1,000

If serious injury is incurred in which **you** are admitted to hospital, call **our** Emergency Medical Assistance Service on +44 (0) 845 643 2628 as soon as possible. **You** will be given advice on what to do and the assistance **you** require. All original receipts for medical consultations / treatment / medication etc should be retained and submitted to support **your** claim.

OUT-PATIENT TREATMENT AND MINOR IN-PATIENT TREATMENT

If **you** need out-patient medical treatment (no hospital admission) or minor in-patient treatment (less than 3 days hospitalisation) please provide a copy of **your** policy schedule to the doctor and **your** treatment will be paid by ChargeCare International in line with the policy wording. In such cases, the doctor will ask **you** to fill in a simple form to confirm the treatment and may request **you** pay the policy excess. The doctor will then send the medical bill and supporting documentation to ChargeCare International for repayment.

This service is available in the following selected countries:

Out-Patient treatment: SPAIN, GREECE, CYPRUS, TURKEY and PORTUGAL

Minor In-Patient treatment: SPAIN, GREECE and CYPRUS

The following conditions and exclusions apply to individual sports and activities where highlighted in the sport and activities list above

- (a) Provided **you** are supervised by a qualified instructor or have subscribed to an accredited organisation for the activity
- (b) Personal Liability cover is excluded
- (c) **Personal Accident** cover is excluded

Conditions

You must act in a reasonable way and use all recommended safety equipment and protective clothing that is necessary

Not Covered

anything listed in the General Exclusions.

NOTE: **You** are not covered when participating in professional or organised sports, racing, speed or endurance tests and dangerous pursuits

GENERAL CONDITIONS

1. It is a condition of this insurance that all material facts have been disclosed to **us**. Failure to do so may invalidate this insurance, leaving **you** with no right to make a claim. A material fact is one, which is likely to influence **us** in the acceptance or assessment of your application. If **you** are in any doubt about whether a fact is material, **you** should disclose it.
2. All claims must be submitted within 60 days of the incident which gave rise to the claim.
3. Original receipts and or proof of ownership and value must be supplied in the event of a claim.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. Damaged articles must be retained by **you** and if requested submitted to the Claims Handlers so as to substantiate a claim. Failure to do so may result in a claim being turned down.
6. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
7. In the event of a claim, if **we** require a medical examination **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination. The post mortem would be at **our** expense.
8. **You** must not make any payment; admit liability, offer or promise to make any payment without written consent from **us**.
9. **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.
10. **We** may at any time pay to **you our** full liability under this insurance, after which no further payments will be made in any respect.
11. If at the time of making a claim there is any other insurance covering the same risk, **we** are entitled to contact that insurer for a contribution
12. If any claim is found to be fraudulent in any way, this insurance will not apply and all claims will be forfeited.

GENERAL EXCLUSIONS

You are not covered for anything caused directly or indirectly by the following, unless **you** have contacted **us** and **we** have confirmed in writing that **you** will be covered:

1. If **you** choose to travel to a specific area against the advice issued by the Foreign & Commonwealth Office: Telephone: 0845 850 2829 Website: www.fco.gov.uk
2. a set of circumstances which **you** knew about at the time the trip was booked unless **you** could not reasonably have expected such circumstances to result in a claim;
3. if an Annual Multi-trip cover, **you** being 70 years of age or over at the inception / renewal date of **your** policy or if a Single trip cover **you** being over 80 years of age or over when **you** purchase the policy;
4. any criminal act by **you**;
5. failure to comply with the laws applicable to the country in which **you** are travelling;
6. bankruptcy/liquidation of a tour operator, travel agent or transportation company.
7. any other costs that are caused by the event that led to the claim unless specifically stated in the policy.
8. any payment, which **you** would normally have made during **your** travels, if no claim had arisen;
9. any trip that is undertaken:
 - a) for the purpose of obtaining medical treatment (whatever the nature of this treatment);
 - b) against the advice of a medically qualified doctor;
 - c) after being given a terminal prognosis
10. suicide, deliberate self-injury being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life).

SECTION 1 CANCELLATION

Covered

You are covered up to the limit as shown on the summary of cover for loss of travel and accommodation expenses, which were cancelled before **you** were due to leave **your home** for which **you** have paid or are contracted to pay, providing the cancellation is necessary and unavoidable (and is not as a result of mere disinclination to begin **your** trip as arranged) due to any cause listed below occurring during the period of insurance:

1. injury, serious illness, death of **you**, any person with whom **you** are intending to travel or stay, or of an **immediate relative** or **close business associate** of **yours** (including pre-arranged locum doctors);
2. **you** being called for jury service, attending court as a witness (but not as an **expert witness**), or **redundancy** (for **you** or for any person with whom **you** had arranged to travel);
3. **your home** or place of business being made uninhabitable, within 14 days of travel, or the police asking to see **you** after theft from **your home** which occurred within 14 days of travel;
4. **your** posting overseas or emergency and unavoidable duty if you are a member of the medical or nursing professions, armed forces, police, fire or ambulance services and compulsory quarantine.

Not covered

1. the policy excess shown on the summary of cover (£20 in respect of loss of deposit only claims) of any incident. This applies to each person making a claim;
2. medically related claims where a certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
3. additional costs as a result of not immediately telling the travel agent, tour operator or provider of transport or accommodation that **you** need to cancel the trip. **We** will only pay the cancellation charges that would have applied at the time **you** knew it was necessary to cancel **your** trip, if a valid claim exists;
4. any costs recoverable from another source;
5. anything caused directly or indirectly by prohibitive regulations by the Government of any country;
6. if the Health Warranty has not been complied with and **you** do not have an appropriate endorsement from the medical assessors (see Health Warranty);
7. any costs incurred on behalf of other party members who are not specified on the policy schedule;
8. anything mentioned in the General Exclusions.

SECTION 2 CURTAILMENT

This section includes the services of the Emergency Medical Assistance service who must be contacted immediately in the event of a serious injury, illness or hospitalisation, or where repatriation has to be considered.

The 24 hour Emergency Medical Assistance telephone number is: +44 (0) 845 643 2628

Covered

You are covered up to the limit as shown on the summary of cover for the value of the portion of **your** travel and accommodation expenses, calculated from the date of **your** return to **your home**, which have not been used and which were paid before **your** departure from **your Country of Residence**. **You** are also covered for reasonable additional travelling expenses (Economy Class) incurred by **you** for returning to **your home** earlier than planned due to a cause listed below:

1. accidental injury, serious illness, death of **you**, any person with whom **you** are intending to travel or stay, or of an **immediate relative** or **close business associate** of **yours**.
2. **your home** or place of business being made uninhabitable or the police requesting **your** presence following a theft from **your home**.

Conditions

1. **You** must contact the Emergency Medical Assistance Service for assistance/advice if **you** need to cut short **your** trip for an insured reason.
2. **You** must use or revalidate **your** original ticket for **your** early return. If this is not possible **you** must provide evidence that additional costs were necessary. Any refunds due on unused original tickets will be deducted from **your** claim. If **you** do not have an original return ticket, **you** will not be reimbursed for costs incurred for **your** early return.
3. If **you** require the Emergency Medical Assistance Service to pay for arrangements, they may first need to contact the relevant **medical practitioner** to confirm **your** claim falls within the terms of **our** cover.
4. If **you** make **your** own arrangements **you** must supply all necessary documentation to substantiate that **your** claim falls within the terms of cover.
5. This policy does not provide compensation for loss of holiday/enjoyment.

Not covered

1. the policy excess shown on the summary of cover. This applies to each person making a claim;
2. claims that are not confirmed as medically necessary by the Emergency Medical Assistance service, and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
3. additional travelling expenses incurred which are not authorised by the Emergency Medical Assistance service;
4. unused prepaid travel tickets where repatriation has been arranged by the Emergency Medical Assistance service;
5. if the Health Warranty has not been complied with and **you** do not have an appropriate endorsement from the medical assessors (see Health Warranty);
6. anything mentioned in the General Exclusions.

NOTE: It is a requirement of this insurance that **you** contact the Emergency Medical Assistance service immediately if **you** wish to return **home** for any of the reasons listed above or by any method other than as originally planned. Failure to do so may affect **your** claim.

SECTION 3 EMERGENCY MEDICAL EXPENSES (NOT PRIVATE HEALTH INSURANCE)

If **you** are admitted to hospital as an in-patient or require on-going outpatient treatment overseas, the Emergency Medical Assistance service must be notified immediately.

They will deal direct with the hospital and arrange the payment of any bills. Repatriation by specially equipped air ambulance will be available where medically necessary.

You must maintain contact with the Emergency Medical Assistance service until **your** return to **your Country of Residence** or until **you** no longer require treatment or assistance.

If you receive out-patient treatment (no hospital admission) and the costs are likely to exceed £1000 you must refer to the Emergency Medical Assistance Service for authorisation.

If **you** receive out-patient treatment (no hospital admission) in Spain, Greece, Cyprus, Portugal or Turkey, show this document to the doctor and **your** treatment will be paid through ChargeCare International in line with the policy wording. The doctor will ask **you** to fill in a form to confirm treatment and may request **you** to pay the excess.

If **you** receive out-patient treatment (no hospital admission) in other countries, it may be easier to pay any bills yourself. Keep all receipts and submit a claim when **you** return **home**. If **you** are in any doubt, call the Emergency Medical Assistance service for help.

24 hour Emergency Medical Assistance telephone number: +44 (0) 845 643 2628

Covered

You are covered up to the limit as shown on the summary of cover for costs incurred

A. Outside **your Country of Residence** for:

1. emergency medical and surgical treatment and hospital charges (including necessary physiotherapy, authorised by the Emergency Medical Assistance service);
2. emergency dental treatment, to relieve pain only, limited to amount shown on the summary of cover;
3. reasonable and necessary additional accommodation (room only) and travelling expenses **home** (Economy Class), including those of one relative or friend if **you** have to be accompanied **home** on the advice of the attending **medical practitioner** or if **you** are a child and require an escort **home**;
4. in the event of death, reasonable cost for the conveyance of the body or ashes to the **your Country of Residence** (the cost of burial or cremation is not included), or local funeral expenses abroad limited to £1,000.
5. for location and reasonable delivery costs of prescription drugs if the originals are lost, stolen or damaged during your trip. **We** will ask **you** to pay for the cost of the replacement prescription drugs at the time they are arranged for **you**. **We** are not liable for variations in the cost of replacement drugs located overseas. Please note standard UK prescription drugs may not be available locally and delays may occur in delivery from the UK.

B. Within **your Country of Residence**:

1. reasonable and necessary expenses incurred in respect of **your** travel **home** (Economy Class), or additional accommodation (room only) for **you** and one relative or friend should **you** suffer accidental bodily injury, illness or death whilst on a trip within **your Country of Residence** limited to the amount stated on the summary of cover.

Level 1	Level 2
Abseiling (max 100m) (a,c)	Abseiling (over 100m) (a,c)
Angling	Aerial Safari (a)
Archery (a,b)	American Football (c)
Badminton	Ballooning (a)
Black Water Rafting(Grades 1-3) a	Black Water Rafting (Grades 4-5)(a)
Bowling	Bouldering
Bungee Jumping (max 2 jumps) (a,c)	Bungee Jumping (3(b) jumps) (a,c)
Camel/Elephant riding/trekking (main purpose of trip) (b)	Canoeing White Water (Grade 1-3) (a)
Canoeing (inland/coastal, no White Water) (a)	Equestrian activities other than trekking and hacking
Clay Pigeon Shooting (a,b)	Football (including 5 a side)
Cycling	Go-Karting (a,b)
Deep Sea Fishing (a)	Hiking without ropes, picks or specialist climbing equipment up to 3000m (a)
Fell Running/Walking (without ropes, picks or specialist climbing equipment)	Hockey
Golf	Horse Riding/Trekking (main purpose of trip)
Gymnastics (a)	Hunting on foot, animal or machine (a,b,c)
Hiking without ropes, picks or specialist climbing equipment up to 1500m	Jet Boating / Jet Skiing White Water (Grades 1-2) (a,b)
HorseRiding (Hacking only - incidental to trip, no jumping)	Kayaking White Water (Grades 1-3) (a)
Hot-Air Ballooning (a,b)	Kite Surfing (c)
Ice Skating (in-door only)	Motor Biking (excluding touring by motorbike or where a motorbike is the main mode of transport, helmet to be worn and the rider must have the appropriate valid UK licence or EU equivalent for the machine) (b,c)
Jet Boating / Jet Skiing (inland/coastal waters, no White Water) (a,b)	Mountain Biking (off-road) (b,c)
Kayaking (inland/coastal waters, no White Water) (a)	Parachuting (1 Jump only) (a,c)
Martial Arts (non-contact)	Quad Biking (a,b,c)
Motor Biking (full UK licence, up to 125cc, helmet to be worn and the rider must have the appropriate valid UK license or EU equivalent for the machine). (b)	Rugby (c)
Orienteering (a)	Sailing outside coastal waters (Europe ONLY) (a,b)
Outdoor Endurance (a)	Scrambling
Outward Bound (a)	Scuba Diving (50m) (a)
Paint balling (a,b)	Sea Canoeing (coastal waters only)
Parasailing (a)	Surfing (main purpose of trip)
Parascending (over water only) (a)	Trekking (without ropes, picks or specialist climbing equipment up to 3000m)
Passenger private small aircraft/helicopter (a)	White Water Rafting (Grades 4-5) (a,c)
Rambling	War Games (a,b)
Roller Skating/Blading (no stunting)	Wind Surfing (main purpose of holiday) (b)
Rowing/Sculling (inland/coastal waters, no White Water)	Yachting outside coastal waters (Europe ONLY) (a,b)
Rifle range shooting (a,b)	
Safari Tours (a)	
Sailing (coastal waters only) (a,b)	
Scuba Diving (30m) (a)	
Snorkeling	
Speed Boating (inland/coastal waters ONLY, no White Water) (a,b)	
Squash	
Surfing (incidental to trip)	
Swimming	
Table Tennis	
Ten Pin Bowling	
Tennis	
Trekking (without ropes, picks or specialist climbing equipment up to 1500m)	
Volleyball	
Water Skiing (no jumps) (a,b)	
White Water Rafting (grades 1-3) (a,c)	
Wind Surfing (incidental to trip) (b)	

A. SCUBA DIVING EQUIPMENT

You are covered up to £1,000 for the value or repair of **your own scuba diving equipment** (after making proper allowance for wear and tear and depreciation) or hired **scuba diving equipment** that is lost, stolen or damaged during **your** trip, limited to £300 in respect of any of the following group of items and £150 in respect of any single item:

- a) mask, fins and snorkel;
- b) diving suit and boots;
- c) buoyancy jacket and dive bag;
- d) regulator set including first and second stages plus gauges;
- e) dive watch and dive computer
- f) underwater camera equipment

For equipment over 5 years old the maximum **we** will pay is £50.

In the event of a claim **you** must provide the following documentation:

- a) loss or theft: a report from police, resort management or tour operator; plus original receipt or proof of ownership and confirmation of second hand value from a specialist dealer.
- b) damage: confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second hand value prior to damage.

B. SCUBA DIVING EQUIPMENT HIRE

You are covered up to £300 for the reasonable cost of hiring **scuba diving equipment** for the rest of **your** trip or until **your** own or hired **scuba diving equipment** has been returned to **you** if:

- a) **your** equipment is lost, stolen or damaged; or
- b) **your** equipment is delayed for more than 12 hours on **your** outward journey; or
- c) the vessel on which **you** are pre-booked is scheduled to leave port within 12 hours of **your** equipment being delayed on **your** outward journey

In the event of a claim **you** must provide the following documentation:

- a) loss or theft: report from police, resort management or tour operator plus receipts showing original and additional hire charges.
- b) damage: confirmation from the hire company of damage sustained and additional charges incurred.
- c) delay: confirmation from the airline, transport company or dive master that **your scuba diving equipment** was either delayed for over 12 hours on the outward journey, or that **you** had to leave port within 12 hours, plus a receipt showing original and additional hire charges

C. INABILITY TO DIVE

You are covered up to £25 per day to a limit of £250 if **you** are unable to **scuba dive**, in the event of:

- a) **you** suffering from cold, influenza or other obstructions of the ears or sinuses and any other medical condition preventing **you** from continuing with a pre-booked diving session;
- b) adverse weather conditions that are deemed by the dive master to pose a serious threat to **your** safety and those of others, that prevent **you** from participating in a pre-booked dive session.

Conditions

1. **You** must be a qualified diver and if not **you** must be under the supervision of a qualified and registered instructor at all times.
2. **You** must carry out **scuba diving** in accordance with guidelines and recommendations for safe practices as established with authoritative diving bodies such as PADI, NAUI, BSAC, CMAS, SSA and SSI.
3. In the event of a claim **you** must provide the following documentation;
 - a) illness: a certificate from a **medical practitioner** stating the nature of **your** illness and confirming that **you** were unfit to dive on **your** pre-booked diving session(s);
 - b) bad weather: a report from the dive master confirming their decision not to proceed with a planned diving session that had been pre-booked by **you**.

Not Covered

1. the policy excess as shown on the summary of cover;
2. children under the age of 11 at the date on which **your** policy was issued;
3. anything not covered in Emergency Medical Expenses section, (applicable to part C above);
4. anything not covered in Baggage and Personal Belongings section, (applicable to part A and B above);
5. diving in overhead environments.
6. anything listed in the General Exclusions.

SECTION 17 SPORTS & ACTIVITIES

Covered

You are covered when participating in sports and activities listed under Level 1. **You** are covered when participating in sports and activities listed under Level 2 if **you** have paid the appropriate additional premium (please refer to **your** policy schedule).

NOTE: If **you** are travelling to a country in the EU, **you** will need a European Health Insurance Card (EHIC) to receive healthcare. Apply by calling 0845 606 2030 or online at www.ehic.org.uk. Application forms are also available at the post office. If **you** are travelling in Australia and require medical treatment, **you** must enrol with Medicare. For more information on Medicare visit www.medicareaustralia.gov.au

Not covered

1. the policy excess shown on the summary of cover. This applies to each person making a claim;
2. any sums which can be recovered from another source or which are covered under any National Insurance scheme or reciprocal health arrangement;
3. any expenses or fees, for in-patient treatment or returning **home** early, which have not been reported to and authorised by the Emergency Medical Assistance service;
4. any expenses incurred for illness, injury or treatment required as a consequence of:
 - a) Surgery or medical treatment which in the opinion of the attending **medical practitioner** and the Emergency Medical Assistance service can be reasonably delayed until **you** return **your Country of Residence**
 - b) Medication and or treatment which at the time of departure is known to be required or to be continued outside **your Country of Residence**;
5. if the Health Warranty is not complied with and **you** do not have an appropriate endorsement from the medical assessors (see Health Warranty);
6. the cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory tests, treatment or surgery which are not directly related to the injury, which necessitated **your** admittance to hospital;
7. claims that are not confirmed as medically necessary by the attending **medical practitioner** or the Emergency Medical Assistance service;
8. any additional hospital costs arising from single or private room accommodation unless medically necessary;
9. treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
10. any costs incurred within the **United Kingdom** or **your Country of Residence**.
11. further costs **you** incur if **we** wish to bring **you home** early but **you** refuse (where in the opinion of the treating **medical practitioner** and the Emergency Assistance Service **you** are fit to travel);
12. anything mentioned as not covered under Section 6, Baggage & Personal Belongings,
13. anything mentioned in the General Exclusions.

SECTION 4 ADDITIONAL HOSPITAL BENEFIT

This section does not apply to trips within the **United Kingdom** or **your Country of Residence**.

This benefit is payable only if the hospital admission has been covered under the terms of the Emergency Medical Expenses section. The benefit payment is intended to contribute towards miscellaneous expenses that may be incurred whilst **you** are an in-patient (e.g. taxi fares and telephone calls). This policy does not provide compensation for loss of holiday/enjoyment.

Covered

You are covered up to the limit as shown on the summary of cover for:

1. payment of the amount shown for each complete 24 hours **you** spend in hospital, as a result of **you** being admitted as an in-patient to a registered hospital. This is in addition to any medical expenses incurred under Emergency Medical Expenses section.
2. if included in **your** policy (please refer to the summary of cover) **you** are covered if **you** suffer bodily injury as a result of mugging, the benefit under this section is increased to £100 for each complete 24 hours **you** spend in hospital, as an in-patient, up to £1,000. **You** must obtain a police report of the mugging incident, which necessitated **your** admission to hospital.

Conditions

1. In the event of a claim **you** must provide documentation confirming the date and time of admission and discharge.

Not Covered

1. anything mentioned in the General Exclusions.

SECTION 5 PERSONAL ACCIDENT

Covered

You are covered up to the limit as shown on the summary of cover in respect of **loss of limb, loss of sight, permanent total disablement** or for death (which will be paid to **your** legal representative), if **you** have a **personal accident** during **your** trip which, up to 12 months from the date of the accident, is the sole cause of **your** consequent death or disability.

NOTE: If **you** are aged under 16 years at the time of the accident the death benefit will be limited to funeral and other reasonable costs up to £1000 and the **permanent total disablement** benefit will not apply.

We will only pay the benefit for **permanent total disablement** if **your medical practitioner** or specialist confirms that **you** cannot do any paid work for 12 months after the date of the accident and there is little or no hope of improvement. **You** must accept and agree to examination by **our** doctor or specialist should **we** consider it necessary to validate the claim.

Not covered

1. any claims for death, loss or disablement caused directly or indirectly by:
 - a) Disease or any physical defect or illness
 - b) An injury which existed prior to the beginning of the trip;
2. anything mentioned in the General Exclusions.

SECTION 6 BAGGAGE & PERSONAL BELONGINGS

Covered

A) Personal Baggage

You are covered up to the limit as shown on the summary of cover for the value or repair to any of **your personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation) limited to:

- a) the single item limit as shown on **your** Summary of Cover for any one item, pair or set of items
- b) the **valuables** limit as shown on **your** Summary of Cover for all **valuables** in total unless specifically shown on **your** policy schedule.

B) Delayed Baggage

You are covered up to the limit as shown on the summary of cover if included in **your** policy for the cost of buying replacement necessities if **your personal baggage** is delayed in reaching **you** on **your** outward journey for at least 24 hours and **you** have a written report from the carrier (e.g. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

Conditions

1. Any amount **we** pay **you** under B Delayed Baggage will be deducted from the final claim settlement if **your** baggage is permanently lost.
2. **You** must obtain written proof of the incident from the police, **your** accommodation management, tour operator or carrier, within 24 hours of the discovery in the event of loss, burglary or theft of the baggage. Failure to do so may result in **your** claim being declined.
3. In the event of a claim for damaged items, proof of the damage must be supplied.
4. In the event of a claim for a pair or set of items, **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.
5. If the repair cost is more than the value of an item, **we** will assess the claim as if the item has been lost.

Not covered

1. the policy excess shown on the summary of cover. This applies to each person making a claim; of any incident.
2. if **you** do not exercise reasonable care for the safety and supervision of **your personal baggage**;
3. any item, pair or set of items with a value of over £50, if an original receipt, valuation report or other acceptable proof of ownership and value cannot be supplied to support **your** claim;
4. in the event of a claim for damaged items, proof of the damage must be supplied. The damaged articles must be retained by **you** and if requested, submitted to the claims handlers so as to substantiate a claim. Failure to do so may result in a claim being turned down.
5. if **your personal baggage** is lost, damaged or delayed in transit and **you** do not:
 - a) notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carrier's report (or Property Irregularity Report in the case of an airline); or
 - b) follow up in writing within 7 days to obtain a written carrier's report (or Property Irregularity Report in the case of an airline) if **you** are unable to obtain one immediately.
6. loss, destruction, damage or theft of the following property:
 - a) contact or corneal lenses, hearing aids, dentures and false body parts or other prostheses.
 - b) antiques, precious stones that are not set in jewellery, glass or china, pictures, musical instruments.
 - c) electrical equipment including mobile telephones, any hand-held computer equipment not defined under **valuables** (including but not limited to PDA's, Blackberrys, personal organisers and electronic navigation equipment and portable televisions, unless items are specifically shown on **your** policy schedule.
 - d) pedal cycles, dinghies, boats and/or ancillary equipment, vehicles or vehicle accessories (other than wheelchairs and pushchairs).
 - e) tools of trade.

B WINTER SPORTS LIABILITY

The personal liability section of this policy is extended to cover **you** whilst partaking in **winter sports**.

C SPORTS EQUIPMENT

You are covered up to £500 for the value or repair of **your** own **winter sports equipment** (after making proper allowance for wear and tear and depreciation) or hired **winter sports equipment**, if they are lost, stolen or damaged during **your** trip, limited to the single item limit for any one item. For **winter sports equipment** over 5 years old the maximum **we** will pay is £50.

In the event of a claim **you** must provide the following documentation:

1. loss or theft: a report from police, resort management or tour operator; plus original receipt or proof of ownership and confirmation of second hand value from a specialist dealer.
2. damage: confirmation from a specialist dealer of the damage sustained and repair costs, or confirmation that damage is beyond economic repair, plus the second hand value prior to damage.

D EQUIPMENT HIRE

You are covered up to £300 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 hours on **your** outward journey.

In the event of a claim **you** must provide the following documentation:

1. loss or theft: report from police, resort management or tour operator plus receipts showing original and additional hire charges.
2. damage: confirmation from the hire company of damage sustained and additional charges incurred.
3. delay: confirmation from the airline or transport company that your equipment was delayed for over 12 hours on the outward journey plus a receipt showing original and additional hire charges.

E WINTER SPORTS PACK

You are covered up to £300 for the value of the unused portion of **your** ski school, resort pass, lift pass and **winter sports equipment** hire costs limited to £150 per week, if:

1. **you** have an accident or **you** are ill;
2. **your** lift pass is lost or stolen.

In the event of a claim **you** must provide the following documentation:

1. accident or illness: medical report confirming the reason and length of time **you** were unable to undertake **your** planned activity plus the original lift pass and evidence of initial cost.
2. loss or theft: report from police or resort management plus evidence of initial cost and cost of replacement pass.

F PISTE CLOSURE

You are covered up to £300 if during the period of **your** stay, on-piste skiing at the resort that **you** had pre-booked is not available due to lack of snow or excessive snow or avalanche conditions, then:

1. up to £15 per day towards transport costs to reach another resort;
2. compensation of £25 per full day if skiing is unavailable due to the total closure of all on-piste skiing activity.

In the event of a claim **you** must provide documentation from the resort's management confirming how long the piste was closed at **your** resort and the reason.

Not Covered

1. the policy **excess** as shown on summary of cover;
2. if **you** do not adhere to the International Ski Federation code or the resort regulations;
3. anything not covered in Baggage and Personal Belongings Section (applicable to Part C and D above);
4. anything not covered in Emergency Medical Expenses Section (applicable to Part A and E);
5. anything not covered in Personal Liability Section;
6. ski jumping, ice hockey, the use of skeletons or bobsleighs, taking part in International and National events and their heats and officially organised practice or training for these events;
7. anything listed in the General Exclusions.

SECTION 16 SCUBA DIVING COVER TO 50M

Covered

If **you** have paid the appropriate premium to include and if shown on **your** policy (please refer to **your** policy schedule and the Summary of Cover) this section covers **you** for **scuba diving**, to a maximum depth of 50 metres, using standard manufacturers diving equipment.

Not Covered

1. Any claim:
 - a. reported to **us** more than 60 days after the event giving rise to the claim;
 - b. where **we** think a reasonable settlement is unlikely or where the cost of **legal action** could be more than the settlement
 - c. involving **legal action** between members of the same household, an **immediate relative**, a travelling companion or one of **your** employees;
 - d. where another insurer or service provider has refused **your** claim or where there is a shortfall in cover they provide;
 - e. against a travel agent, tour operator or carrier, **us**, the **insurer**, another person insured by this policy or **our** agent
2. **Legal costs:**
 - a. for **legal action** that **we** have not agreed to;
 - b. if **you** refuse reasonable settlement of **your** claim. **You** should use Alternative Resolution Facilities such as mediation in this situation;
 - c. if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have paid must be repaid to **us** and all **legal costs** will become **your** responsibility;
 - d. that cannot be recovered by **us**, **you** or **your appointed adviser**, when **you** receive compensation. Any repayment will not be more than half of the compensation **you** receive;
 - e. awarded as personal penalty against **you** or the **appointed adviser** (for example not complying with Court rules and protocols);
 - f. for bringing **legal action** in more than one country for the same event;
 - g. the funding of any appeal costs or actions to enforce a judgement or legally binding decision;
 - h. anything mentioned in the General Exclusions.

SECTION 13 HIJACK

Covered

If included in **your** policy (please refer to the summary of cover) **you** are covered up to the limit as shown on the summary of cover, for each complete 24 hour period **you** are the victim of a **hijack**.

Not covered

1. if **you** or **your** family or **your** business associates have engaged in activities that could be expected to increase the risk of **hijack**;
2. anything mentioned in the General Exclusions.

SECTION 14 BUSINESS COVER

Covered

If **you** have paid the appropriate premium to include and if shown on **your** policy (please refer to **your** policy schedule and the Summary of Cover) this insurance is extended to cover **you** whilst **working abroad** and also covers the following:

1. reasonable additional travel and accommodation costs for a **close business associate** from **your Country of Residence** to replace **you** at a pre-arranged meeting in the event of **your** medical incapacity to carry out **your** duties abroad limited to £1,000.
2. the cost of replacing lost, stolen, damaged or destroyed business equipment, samples or documentation, while being carried with **you** during **your** trip, up to a limit of £500.

Not Covered

1. the policy excess as shown on the summary of cover;
2. anything not covered in Emergency Medical Expenses and Baggage & Personal Belongings Sections.
3. anything mentioned in the General Exclusions.

SECTION 15 WINTER SPORTS COVER

Covered

If **you** have paid the appropriate premium to include and if shown on **your** policy (please refer to **your** policy schedule and the summary of cover) **you** are also covered for:

A WINTER SPORTS MEDICAL

The medical section of this policy is extended to cover **you** whilst partaking in **winter sports**.

- f) perishable items such as food.
 - g) **valuables** and items specifically shown on **your** policy schedule left **unattended** at any time (including in a vehicle or in the custody of carriers) unless they are with **you** or locked in a safe or safety deposit box or locked in the accommodation;
 - h) **valuables** and items specifically shown on **your** policy schedule left as checked-in baggage.
7. loss, destruction, damage or theft:
 - a) due to confiscation or detention by customs or other officials or authorities.
 - b) due to wear and tear, denting or scratching, moth or vermin.
 - c) transportation by any postal or freight service, or if sent under an air-way bill or bill of lading.
 8. mechanical breakdown or derangement, for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessels, aircraft or vehicle in which they are being carried.
 9. **personal baggage** and **valuables** stolen from:
 - a) an unattended vehicle unless it was in the locked glove compartment or rear boot or luggage area of the vehicle and is covered so as not to be visible from the outside of the vehicle and there is evidence of forcible and violent entry.
 - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 9pm and 9am.
 10. any shortage due to error, omission or depreciation in value;
 11. any property more specifically insured or recoverable under any other source;
 12. stamps, documents, deeds, samples or merchandise, manuscripts or securities of any kind, sports gear or activity equipment.
 13. **winter sports equipment** and **scuba diving equipment** (unless **you** have paid the appropriate premium);
 14. anything mentioned in the General Exclusions.

SECTION 7 CASH & DOCUMENTS

Covered

You are covered up to the limit as shown on the summary of cover for accidental loss or theft of **your own money** whilst being carried on **your** person or left in a locked safety deposit box. Cash is limited to the amount shown on the summary of cover unless **you** are under 16 years, in which case the maximum payable is £50.

Condition

In the event of a claim for loss of cash **you** must provide evidence of the initial withdrawal of the cash and also evidence of how **you** coped financially immediately after the loss (e.g. currency exchange/ withdrawal slips, bank/ credit card statements).

Not covered

1. the policy excess shown on the summary of cover of any incident. This applies to each person making a claim;
2. if **you** do not exercise reasonable care in protecting **your money** and documents against loss, theft or damage;
3. if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **money**;
4. any shortages due to error, omission or depreciation in value;
5. anything mentioned in the General Exclusions.

SECTION 8 LOSS OF PASSPORT/DRIVING LICENCE EXPENSES

This section does not apply to trips within **your Country of Residence**.

Covered

You are covered up to the limit as shown on the summary of cover for reasonable additional travel or accommodation expenses **you** have to pay whilst abroad, over and above any payment which **you** would normally have made during the trip if no loss had been incurred, as a result of **you** needing to replace a lost or stolen passport/driving licence.

Condition

You must provide receipts for all costs incurred.

Not covered

1. the policy excess shown on the summary of cover of any incident. This applies to each insured person involved in the incident causing the claim;
2. any costs that **you** would have incurred had **you** not lost **your** passport or driving licence;
3. if **you** do not exercise reasonable care for the safety or supervision of **your** passport/driving licence;
4. if **you** do not obtain a written police report within 24 hours of the loss;
5. loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
6. anything mentioned in the General Exclusions.

SECTION 9 TRAVEL DELAY AND ABANDONMENT

This section does not apply to trips within **your Country of Residence**.

Covered

You are covered if **you** initial outward or final return flights, sea crossing, coach or train departure to or from **your Country of Residence** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:

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

then a benefit of:

1. £20 per person for each complete 12 hours **you** are delayed up to a maximum of £100 or up to the limit under Cancellation section of **your** policy (less the excess) if **you** abandon the trip having been delayed for the first full 24 hours;
2. up to the Cancellation section limit of this policy (less the excess) if **you** abandon **your** trip as a result of **your** vehicle being involved in an accident or mechanical breakdown en route to **your** departure point from **your Country of Residence** rendering it impossible for **you** to undertake **your** planned itinerary.
3. Up to £20 per full 24 hour delay on **your** return to **your Country of Residence** in respect of maintaining **your** dog or cat in pre-booked, registered kennels or cattery, up to a maximum of £100.

Conditions

1. In the event of a claim due to delayed **public transport you** must provide documentation from the transport company, confirming the period of and the reason for the delay.
2. In the event of a claim due to vehicle breakdown, **you** must provide a police or roadside assistance report.
3. In the event of a claim due to your vehicle being involved in an accident, **you** must provide a police report.
4. This benefit is only payable in respect of 1 or 2 as detailed above

Not covered

1. the policy excess shown on the summary of cover of any incident. This applies to each person making a claim and is only applicable if **you** abandon **your** trip;
2. if **you** have not checked-in in sufficient time for **your** outward or return journey;
3. any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the order or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
4. abandonment of a trip once **you** have departed from **your Country of Residence**
5. internal flights
6. anything mentioned in the General Exclusions.

SECTION 10 MISSED DEPARTURE

This section does not apply to trips within **your Country of Residence**.

Covered

You are covered up to the limit as shown on the summary of cover for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if **you** arrive too late to commence **your** booked trip from or to **your Country of Residence** as a result of:

- a) the **public transport** in which **you** are travelling is delayed (**you** must obtain written confirmation from the transport company);
- b) the vehicle in which **you** are travelling being involved in an accident or breakdown, or **you** being delayed as a result of a major accident on a motorway or dual carriageway. In the event of a claim due to vehicle breakdown or a road accident, **you** must obtain a police or roadside assistance report.
- c) adverse weather conditions making it impossible to travel to the outbound departure point in **your Country of Residence**

Not covered

1. the policy excess shown on the summary of cover of any incident. This applies to each person making a claim;
2. if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent
3. if **you** are not proceeding directly to the departure point;
4. any costs claimed under Travel Delay and Abandonment section;
5. anything mentioned in the General Exclusions.

SECTION 11 PERSONAL LIABILITY

NOTE: If **you** are using a mechanical/motorised vehicle, make sure that **you** are adequately insured for third party liability, as **you** are not covered under this insurance.

Covered

You are covered up to the limit as shown on the summary of cover, for legal expenses and legal liability for damages incurred by **you** which are caused by an accident that happened during the trip, and leads to claims made against **you** as a result of:

1. accidental bodily injury to a person who is not a member of **your** family or household or employed by **you**;
2. loss of or damage to any property which does not belong to **you**, is not in the charge of, and is not in the control of **you** or any member of **your** family, household or employee;
3. loss of or damage to temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

Condition

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.

Not covered

1. the policy excess shown on the summary of cover of any incident. This applies to each person making a claim;
2. fines imposed by a Court of Law or other relevant bodies;
3. anything caused directly or indirectly by:
 - a) liability which **you** incur as a result of an agreement that **you** made which would not apply in the absence of that agreement;
 - b) injury, loss or damage arising from:
 - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses) or firearms or any weapons
 - ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings
 - iii) the carrying out of any trade or profession
 - iv) racing of any kind
 - v) any deliberate act
 - vi) liability covered under any other insurance policy;
 - vii) suicide, attempted suicide, self inflicted injury, alcohol or drug abuse, alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk(unless **you** are trying to save someone's life)
 - viii) anxiety, depression or any psychotic mental illness
 - c) liability covered under any other insurance.
4. anything mentioned in the General Exclusions.

SECTION 12 LEGAL EXPENSES

Covered

You are covered if **you** die, are ill or injured during **your** trip and **you** or **your** personal representative take **legal action** to claim damages or compensation for negligence against a third party **we** will do the following:

Nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an **appointed adviser**, the matter can be referred to an Alternative Resolution Facility.

For each event giving rise to a claim pay up to the limit shown on the Summary of Cover of **legal costs** for **legal action** for **you** (but no more than twice the limit shown on the Summary of Cover in total for all persons insured on the policy).

Conditions

1. **you** must conduct **your** claim in the way requested by the **appointed adviser**;
2. **you** must keep **us** and the **appointed adviser** fully aware of all the facts and correspondence including any claim settlement offers made to **you**;
3. **we** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses without **our** consent;
4. **we** can withdraw cover after **we** have agreed to the claim, if **we** think a reasonable settlement is unlikely or that the cost of **legal action** could be more than settlement;