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Travel Insurance Policy Wording

Tel: 0870 343 0014
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Underwritten by Optimum Underwriting Limited, PO Box 337, Dorking, Surrey RH4 3YN
Registered office: Somers, Cranbrook Road, Benenden, Kent TN17 4ET • Registered in England No. 3805719
Optimum Underwriting Limited are Underwriting Agents for Groupama Insurance Company Limited



Financial Services Compensation Scheme
Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 0207 892 7300

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Underwritten by Optimum Underwriting Limited

Important

Please read this document in full prior to travel and take with you on your journey

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We are obliged to bring to **your** attention some of the important features of **your** travel insurance policy.

- **Insurance policy**
This contains full details of the cover provided plus the conditions and exclusions which apply to it. **You** must read the insurance policy carefully.
- **Conditions, exclusions and warranties**
There are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole policy.
- **Fraudulent claims**
The making of a fraudulent claim is a criminal offence.
- **Health**
The policy contains conditions relating to the health of the people travelling and others upon whose well being the trip may depend. It may be that **you** are required to disclose the condition of such people prior to cover being issued and **you** must be aware that failure to disclose such matters will prejudice **your** position. In certain instances a telephone helpline is available. Please do use this service to ensure **you** are fully protected. Please refer to page 4.
- **Property claims**
These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **Policy limits**
Most sections of the policy have limits on the amount the insurer will pay under that section. Some sections also include inner limits eg: for one item, or for valuables in total.
- **Policy excesses**
Claims under most sections of the policy will be subject to an excess. Where there is an excess, **you** will be responsible for paying the first part of a claim.
- **Reasonable care**
You are required to take all reasonable care to protect yourself and **your** property and to act as though **you** are not insured.
- **Complaints**
The insurance policy includes a complaints procedure which tells **you** what steps **you** can take if **you** wish to make a complaint. Please refer to page 18.
- **“Cooling Off” period**
The policy contains a “cooling off” period which allows **you** to return the policy and obtain a full refund. Please refer to page 4.
- **Hazardous holiday activities**
The policy will not cover **you** when **you** take part in certain **hazardous activities**. Please refer to page 6.
- **Governing law**
Your policy is governed by the law applicable to where **you** reside within the **United Kingdom**.

The policy applies to all persons named on the validation certificate who are eligible to be insured and for whom the premium has been paid. **You** must be resident in the **United Kingdom**.

Policy contents

Important notes	1
Summary of cover	3
Contract of insurance	4
Terms of cover	4
Period of insurance	4
Medical health requirements	4
Reciprocal health agreement	5
Geographical limits	5
Emergency medical assistance	5
Out-patient treatment	6
Definitions	6
Your cover	
Section 1. Cancellation	7
Section 2. Curtailment	8
Section 3. Missed departure	8
Section 4. Travel delay	9
Section 5. Personal accident	9
Section 6. Emergency medical expenses	9
Section 7. Medical inconvenience benefit	10
Section 8. United Kingdom expenses	10
Section 9. Personal property	11
Section 10. Loss of passport	11
Section 11. Personal public liability	12
Section 12. Hijack	12
Section 13. Mugging benefit	12
Section 14. Catastrophe cover	12
Section 15. Legal expenses	13
Section 16. Domestic pets	13
Section 17. Sports equipment	13
Winter sports extension	
Section 18. Ski equipment	14
Section 19. Ski pack	14
Section 20. Avalanche closure	15
Section 21. Piste closure	15
Golfers cover	
Section 22. Loss and hire of golf equipment	15
Section 23. Loss of green fees	16
General information	
General exclusions	16
General conditions	17
How to make a claim	18
Commitment to service	18

Summary of cover

You are insured as an individual up to:

	Budget	Excess	Standard	Excess	Superior	Excess	Backpacker	Excess
Cancellation (Deposit only)	N/A	N/A	£3,000	£70 £20	£5,000	£55 £20	£3,000	£70 £15
Curtailment	N/A	N/A	£3,000	£70	£5,000	£55	£3,000	£70
Missed departure	£600	£70	£600	£70	£600	£55	£600	£70
Travel delay	£100	Nil	£100	Nil	£150	Nil	£100	Nil
Personal accident Death	£20,000 £10,000	Nil Nil	£20,000 £10,000	Nil Nil	£20,000 £10,000	Nil Nil	£20,000 £10,000	Nil Nil
Emergency medical expenses	£5 Million	£100	£5 Million	£100	£5 Million	£60	£5 Million	£100
Medical inconvenience benefit	£500	Nil	£500	Nil	£1,000	Nil	£500	Nil
Personal property Each item, pair or set Total for valuables	N/A N/A N/A	N/A N/A N/A	£1,500* £250* £250*	£70	£1,750* £300 £300	£50	£1,500 £250 £250	£70
Money & documents Cash Cash limit if under 18	N/A N/A N/A	N/A N/A N/A	£300* £200* £100*	£70	£350* £250* £100*	£50	£300 £200 £100*	£70
Loss of passport	N/A	N/A	£300*	£70	£350*	£50	£300	£70
Delayed baggage	N/A	N/A	£100*	Nil	£200*	Nil	£100	Nil
Personal public liability	£2 Million	£70	£2 Million	£70	£2 Million	£55	£2 Million	£70
Hijack	£500	Nil	£500	Nil	£1,000	Nil	£500	Nil
Mugging	£500	Nil	£500	Nil	£1,000	Nil	£500	Nil
Legal expenses	£15,000	£70	£15,000	£70	£25,000	£55	£15,000	£70
Catastrophe cover	£300	Nil	£300	Nil	£300	Nil	£300	Nil
Sports equipment	N/A	N/A	£1,000	£70	£1,000	£55	£1,000	£70
Domestic pets	£200	Nil	£200	Nil	£200	Nil	£200	Nil
Additional winter sports cover								
Ski equipment	N/A	N/A	£300	£70	£500	£50	N/A	N/A
Hired equipment	N/A	N/A	£200	Nil	£300	Nil	N/A	N/A
Ski equipment hire	N/A	N/A	£200	Nil	£300	Nil	N/A	N/A
Ski pack	N/A	N/A	£250	Nil	£350	Nil	N/A	N/A
Avalanche closure	N/A	N/A	£200	Nil	£300	Nil	N/A	N/A
Piste closure	N/A	N/A	£200	Nil	£300	Nil	N/A	N/A
Additional golfers cover								
Golf equipment	£1,000	£70	£1,000	£70	£1,000	£60	N/A	N/A
Equipment hire	£250	Nil	£250	Nil	£250	Nil	N/A	N/A
Green fees	£250	Nil	£250	Nil	£250	Nil	N/A	N/A

* Please note, cover for personal property and money is only available if the appropriate premium has been paid.

Contract of insurance

This policy wording is to confirm that those persons who have paid the required premium are insured under the master policy No OPT107 issued by Optimum Underwriting Limited of PO Box 337, Dorking, Surrey RH4 3YN as underwriting agents for Groupama Insurance Company Limited. Registered in England: No 995253. This document gives the full terms, exceptions and conditions of the policy. **Your** policy is governed by the law applicable to where **you** reside within the **United Kingdom**. Optimum Underwriting Limited and Groupama Insurance Company Limited are Authorised and Regulated by the Financial Services Authority. Groupama Insurance Company Limited is a member of the Association of British Insurers.

Terms of cover

1. This policy is only available to persons resident in the **United Kingdom**.
2. This policy is only valid for trips commencing in and returning to the **United Kingdom**.
3. The cover under Section 1 – Cancellation – commences as soon as the trip booking is made and the premium has been paid up to the date of departure or expiry of **your** policy. (which ever is earlier). **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements.
4. Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.
5. Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.
6. If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 24 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
7. Winter sports is only available to persons under the age of 66 years.

For single trip insurance:

8. This policy is not valid for trips exceeding 31 days.
9. Winter sports trips are covered if the required additional premium has been paid.
10. This policy is only available to persons under the age of 66 years.

For annual multi trip insurance:

11. The maximum duration of any one trip is 45 days (winter sports limited to 17 days per policy year, where the appropriate additional premium has been paid).
12. Family cover applies to **you** and **your** spouse (including common-law spouse), and all of **your** unmarried dependent children under the age of 18 years in full time education, all permanently residing with **you**. **Your** unmarried dependent children are

only covered when travelling with an adult insured under this policy.

13. This policy is only available to persons under the age of 66 years.
14. This policy is not valid for trips taken within the **United Kingdom** unless pre-booked for a period for two nights or more and the trip is at least 50 miles from **home**.

For backpacker insurance:

15. The maximum duration of any one trip must not exceed twelve months (365 days).
16. This policy is only available to persons aged 45 and under.

Period of insurance

Cancellation cover under a single trip policy applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked trip (or earlier return to the **United Kingdom**). It also includes the period of travel from **home** directly to the final 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 the period of that delay.

The cover under Section 1 – Cancellation – for single trip commences as soon as the trip booking is made and the premium has been paid, and for annual commences on the start date of the policy up to the date of departure or expiry of **your** policy. (which ever is earlier). **We** cannot therefore, refund **your** premium after this date, except within the first 14 days of the policy being received or before **you** travel (whichever is sooner), if it does not meet **your** requirements.

We must be informed 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.

Medical health requirements

This insurance policy is designed to cover **you** for unforeseen illnesses and accidents occurring during the period of insurance.

Have **you**, anyone travelling with **you** or any person on whose health the trip depends (i.e. **you** would cancel or curtail **your** trip due to this persons illness, injury or death):

1. Suffered from any UNDIAGNOSED symptoms that may require investigation or treatment in the future?
2. Been prescribed any medication, received any treatment, undergone any investigations or attended any consultations (with GP or specialist) for ANY medical conditions during the last 12 months (other than common colds or flu)?
3. Ever been prescribed medication, received treatment or undergone investigations for:

- i. A heart attack, angina, chest pains or any other heart condition?
 - ii. High blood pressure, blood clots, high cholesterol or any other circulatory disease?
 - iii. Any form of stroke, Transient Ischaemic Attack (TIA) or brain haemorrhage?
 - iv. Ever been diagnosed with a cancerous condition?
4. Been placed on a waiting list for out/day/in-patient treatment, investigations or surgery?
 5. Been diagnosed with a terminal condition?
 6. Been diagnosed as suffering from anxiety or depression or any psychiatric condition before applying for this insurance. Please see General Exclusion 2) on page 16.
 7. Are **you** aware of any reason why the trip could be cancelled or curtailed, or of any Pre-existing condition which could result in a claim?

If **you** answer "YES" to any of the questions above at the time of taking out this insurance, or at any time between taking out the insurance and the start date of **your** trip, **you** must notify the Optimum Medical Helpline immediately on **0870 343 0015**. Any claims relating to such conditions, which have not been declared, will not be covered by this insurance.

If circumstances change after **you** have taken out this insurance, **we** reserve the right to alter the terms of this insurance based on the changed circumstances.

Cover for the conditions will only be provided following **our** acceptance. If **you** have any queries please do not hesitate to contact the Optimum Medical Helpline on **0870 343 0015**.

Reciprocal health agreement

If **you** are a UK resident **you** are entitled to medical treatment which becomes necessary when temporarily visiting a European Union (EU) country free of charge or at a reduced cost by using the EHIC.

You can apply for an EHIC for **your** spouse/partner and any children up to the age of 16 years (19 if they are in full time education) at the same time as applying for **your** own. Application forms are available from **your** local post office or by calling **0845 606 2030**. **You** will need to have the following information for everyone **you** are applying for:

- Name and date of birth
- NHS or national insurance (NI) number

If **you** applied for a E111 during 2005 this should have been replaced with the EHIC automatically by the Department of Health. **You** will need to apply for a replacement if it is lost or stolen.

If **you** use the EHIC the exclusion of the first £100 (£60 Superior) of each and every claim under Section 6– Medical and Emergency Expenses will not apply.

Also, if **you** are travelling to Australasia there are reciprocal medical treatments arrangements for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at a minimal cost. Should **you** be admitted to hospital then immediate contact must be made with FirstAssist Emergency Service and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

Geographical limits

United Kingdom

Europe

includes Republic of Ireland and countries bordering the Mediterranean, Madeira, Commonwealth of Independent States (west of the Ural Mountains) and the Canary Islands.

Worldwide

means all other countries.

Emergency medical assistance

24 HOUR MEDICAL EMERGENCY SERVICE
FIRSTASSIST (FIAS)



■ Important

please quote reference OPTIMUM.

FirstAssist Emergency Service provides immediate help in the event of an insured person's illness or injury arising outside the **United Kingdom** – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Should a serious medical problem arise you must contact FIAS immediately.

Emergency telephone number:

UK: **020 (+44 20 outside UK) 8763 3291**

Fax: **020 (+44 20 outside UK) 8763 3035**

Email: international.ops@firstassist.co.uk

When an insured person calls upon the services of FirstAssist Emergency Service it is a condition of service that FirstAssist Emergency Service shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

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

NOTE - FAILURE TO CONTACT THE ASSISTANCE COMPANY MAY RESULT IN A CLAIM BEING INVALID

Out patient treatment



If **you** are in Spain, Greece, Cyprus, Portugal or Turkey and need out-patient medical treatment please provide a copy of **your** certificate to the doctor and **your** treatment will be paid by ChargeCare International in line with the policy. **You** will be asked to fill in a simple form to confirm the treatment. The doctor will send the form to ChargeCare International together with the balance of the medical bill after deduction of the policy excess **you** may have paid to the doctor.

CHARGE CARE INTERNATIONAL

Fax: UK 01409 (+44 1409 Outside UK) 261633

Email: newcase@chargecare.co.uk

Definitions

Wherever the following words and phrases appear in italics in this policy they will always have these meanings:

- **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.
- **Curtail/Curtailment**
Return early to **home** in the **United Kingdom**.
- **European Waters**
European Waters are waters (ocean/sea) from the shoreline to the 12 mile point of any European Country, which includes all countries surrounding the Baltic Sea and the North Sea, United Kingdom, Ireland, Channel Islands, Mediterranean Sea down to the Canary Islands.
- **Family**
Cover applies to **you** and **your** husband/wife or partner (whether **you** and they are of the same or different sex) plus up to four unmarried dependant children of either of **you**, (including fostered or adopted), under the age of 18 years in full time education, all permanently residing with **you**. **Your** unmarried dependant children are only covered when travelling with an adult insured under this policy
- **Golf equipment**
Articles which are usually worn, carried or held in the course of participating in the game of golf.
- **Hazardous activities**
You are covered for the following activities under this insurance policy:

Archery (properly supervised), badminton, ballooning (organised excursion), basket ball, bowls, canoeing (in

calm waters), catamaran sailing (if qualified, excludes competitions), clay pigeon shooting (properly organised), curling, cycling, deep sea fishing (provided with professional fishermen), fell running, fell walking, fishing, go karting up to 120cc (properly organised, excludes personal liability), golf, gymnastics, heptathlon, horse riding (excludes competitions and jumping, protective head gear to be worn), jet skiing (no personal liability cover), orienteering, parascending (over water), pony trekking, racket ball, rambling, rifle range (properly organised), roller skating, rounders, rowing, safari/gorilla trekking (properly organised excursion by the tour operator), sail boarding, Sailing (incl flotilla - **European waters** only - no competitions - no liability cover), **scuba diving** to 30m (must be accompanied by a qualified diving instructor, or if qualified, with a buddy), snorkelling, squash, street hockey, surfing, tennis, trekking/hiking, volley ball, war games/paint ball (eye protection must be worn), water polo, water skiing, wind surfing, yachting (**European waters** only -no liability cover - excludes competitions).

Providing **you** have paid the additional premium for winter sports , the policy will extend to cover:
Cross country skiing (only on recognised paths), dry slope skiing, Snow Cat (as a passenger only) and heli skiing (excludes cancellation cover), mono skiing, off piste skiing when under the supervision of a qualified guide/instructor), skiing, sledging, snow boarding and tubing (properly organised and supervised, on a designated run-not on piste).
If the sport or activity **you** are participating in is not mentioned in the above list please check that this insurance meets **your** needs by contacting **your** issuing agent.

- **Hijack**
The unlawful seizure or wrongful exercise of control of an aircraft or conveyance which **you** are travelling in as a passenger.
- **Home**
Your residential address in the **United Kingdom**.
- **Immediate relative**
Mother, father, sister, brother, wife, husband, partner (same or different sex), son, daughter, (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister or legal guardian.
- **International Waters**
Means all other waters excluding European Water.
- **Loss of limb**
Physical, permanent and total loss of use at or above the wrist or ankle.
- **Loss of sight**
The complete and permanent **loss of sight** in at least one eye.

- **Medical practitioner**
A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.
- **Money**
Cash, postal and **money** orders, travel tickets, lift passes (in respect of winter sports trips where the appropriate premium has been paid), passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.
- **Mugging**
A violent attack on **you** with a view to theft by person(s) not previously known to **you**.
- **Permanent total disablement**
Disablement as a result of which there is no business or occupation which **you** are able to attend 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.
- **Public transport**
Any fare paying passenger on the following regular scheduled forms of transport: train, coach, taxi, bus, aircraft and sea vessel.
- **Redundancy**
Any person 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 two continuous years with the same employer at the time of being made redundant.
- **Scuba diving**
The policy automatically allows cover to a depth of 30 metres providing **you** hold the appropriate certificate of proficiency or **you** are diving with a qualified instructor.
- **Ski equipment**
Skis, ski boots, ski poles and snowboards.
- **Ski pack**
Pre-booked lift passes, hired skis and boots and ski school fees.
- **Sports equipment**
Articles which are usually worn, carried or held in the course of participating in a recognised sport.

- **United Kingdom**
England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and Channel Islands.
- **Valuables**
Watches, furs, jewellery, photographic equipment, video equipment, camcorders and audio equipment, and all photographic / digital / optical / audio / video media.
- **We/Us/Our**
Optimum Underwriting Limited as underwriting agents for Groupama Insurance Company Limited.
- **You/Your**
Each insured person.

Section 1. Cancellation

This section is only applicable if the appropriate premium for cancellation cover has been paid.

You are covered

Up to the sums insured if **your** travel and accommodation arrangements are cancelled before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes for winter sports trips where the appropriate premium has been paid), which have not been used and which **you** have paid for or contracted to pay for, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

1. the death or disablement by bodily injury, illness, pregnancy or being subject to quarantine of:
 - a. **you**;
 - b. any person **you** are intending to travel or stay with;
 - c. an **immediate relative** of yours or of any person **you** are intending to travel with; or
 - d. a **close business associate** of yours.
2. **you** being called for jury service or as a witness (but not as an expert witness or where **your** employment would normally require **you** to attend court) in a Court of Law;
3. **your redundancy** or the **redundancy** of any person **you** are intending to travel with, provided that **we** are informed in writing immediately notification of **redundancy** is received and that **you** were not aware of any impending **redundancy** at the time this policy was issued;
4. **your home** being made uninhabitable or place of business being made unusable, up to 14 days before the commencement of **your** trip, due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business.

You are not covered for

- any excess which may apply to each and every incident per each insured person involved in the incident;
- claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- anything caused directly or indirectly by:
 - any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - prohibitive regulations by the government of any country;
- cancellation when **you** are a member of the Armed Forces and **your** leave is cancelled;
- anything mentioned in the general exclusions.

Section 2. Curtailment

This section of cover is only applicable if the appropriate premium for cancellation cover has been paid.

Curtailment is only applicable if **you** return to the **United Kingdom** earlier than planned.

This section includes the services of FirstAssist Emergency Service (details shown on page 5) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

You are covered

Up to the sums insured for:

- the value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for before **your** departure from the **United Kingdom** (including ski hire, ski school and lift passes, which do not have to be paid for before **your** departure from the United Kingdom, in respect of winter sports trips where the appropriate premium has been paid), if **you**, and where appropriate a companion covered by this policy, have to **curtail your** trip and return to **your home** earlier than planned due to:
 - the death, severe injury or serious illness of:
 - you** or any person **you** are travelling with;
 - an **immediate relative** of yours resident in the **United Kingdom**;
 - a **close business associate** of yours resident in the **United Kingdom**.
 - your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business. These proportionate value of costs will be calculated from the date of return to the **United Kingdom**.
- Reasonable additional travelling expenses incurred by

you for returning to the **United Kingdom** (economy class) earlier than planned for a reason stated in benefit 1 of this section.

You are not covered for

- any excess which may apply to each and every incident per each insured person involved in the incident;
- claims that are not confirmed as medically necessary by FirstAssist Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- additional travelling expenses incurred which are not authorised either by **us** or FirstAssist Emergency Service, as detailed on page 5;
- anything mentioned in the general exclusions.

■ Please note

FirstAssist Emergency Service only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

Section 3. Missed departure

This section does not apply to trips within the **United Kingdom** (except for trips to the Channel Islands).

You are covered

Up to the sums insured for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to the **United Kingdom**.

You are not covered

- 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;
- if **you** are not proceeding directly to the departure point;
- unless **you** get a letter from the public transport provider confirming that the service did not run on time;
- unless **you** get confirmation of the delay from the authority who went to the accident or breakdown effecting the car **you** were travelling in;
- for any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued;
- for anything mentioned in the general exclusions.

Section 4. Travel delay

This section does not apply to trips within the **United Kingdom** (except for trips to the Channel Islands).

You are covered

- For a benefit of £20 for the first full 12 hours **you** are delayed and £10 for each full 12 hours **you** are delayed after that, up to a maximum of the sums insured (regardless of the number of incidents of delay) or;
- up to the amount under the cancellation section of this policy (less any excess) if **you** abandon the trip (on the outward journey only) after the first full 12 hours; If **your** outward or return flights, sea crossing, coach or train departure to or from the **United Kingdom** are delayed for more than 12 hours beyond the intended departure time (as specified on **your** travel ticket) as a result of:
 - strike or industrial action (provided that when this policy was taken out, there was no reasonable expectation that the trip would be affected by such cause);
 - adverse weather conditions;
 - mechanical breakdown or technical fault of the aircraft, coach, train or sea vessel.

You are not covered

- for any excess which may apply to each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);
- if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;
- if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;
- for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any country;
- for anything mentioned in the general exclusions.

■ Please note

This section only applies for delays at **your** final International departure point to or from the **United Kingdom**.

Section 5. Personal accident

You are covered for

The following benefits, which will be paid to **you** or **your** legal personal representative, if **you** have a **personal accident** during **your** trip which, at the end of 12 months of that accident, is the sole cause of **your** consequent death or disability:

- Death – the sums insured
- loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disability** – the sums insured

■ Please note

If **you** are aged under 18 at the time of the accident the death benefit will be limited to £1,500.

You are not covered for

Any claims for death, loss or disablement caused directly or indirectly by:

- a disease or any physical defect or illness;
- an injury which existed prior to the commencement of the trip;
- pregnancy;
- anything mentioned in the general exclusions.

Section 6. Emergency medical expenses

(Not private health insurance)

This section does not apply to trips within the **United Kingdom** (except for trips within the Channel Islands, where NHS treatment is not available).

Before a claim for emergency expenses can be submitted under this section, **you** must contact FirstAssist Emergency Service. Please refer to page 5. If during **your** trip **you** become ill or are injured.

You are covered

Up to the sums insured for costs incurred outside the **United Kingdom**:

- for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £350;
- for reasonable and necessary additional accommodation (room only) and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**;
- in the event of death:
 - for conveyance of the body or ashes to the **United Kingdom** (the cost of burial or cremation is not included) or;
 - local funeral expenses abroad limited to £1,500;

■ Please note

All receipts must be retained and produced in the event of a claim. **Your** claim may be rejected if receipts are not produced.

If **you** become ill or are injured **we** have the right to bring **you** back **home**, if the treating doctor and the FirstAssist Emergency Service doctor agree that **you** can safely travel **home**. If **you** refuse to return **home**, **we** have the right to stop cover.

You are not covered

- for any excess which may apply to each and every incident per each insured person involved in the incident;
- for any sums which can be recovered by **you** and which are covered under any National Insurance Scheme or Reciprocal Health Arrangement;
- for any expenses incurred for illness, injury or treatment required in consequence of:
 - surgery or medical treatment which in the opinion of the attending doctor and the FirstAssist Emergency Service doctor can be reasonably delayed until **your** return to the **United Kingdom**;
 - medication and/or treatment which at the time of departure is known to be required or to be continued outside the United Kingdom;
- for preventative treatment which can be delayed until **your** return to the **United Kingdom**;
- if **you** have not obtained a written certificate of fitness and ability to travel and endure the trip where **you** are undergoing medical treatment as a hospital out-patient at the time of paying the final balance of **your** trip;
- for claims that are not confirmed as medically necessary by the attending doctor or FirstAssist Emergency Service;
- for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- you** are not covered for taxi fares.
- for anything mentioned in the general exclusions.

Section 7. Medical inconvenience benefit

This section does not apply to trips within the **United Kingdom** (except for trips within the Channel Islands, where NHS treatment is not available).

You are covered for

A benefit of £20 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of the sums insured, in addition to any medical expenses incurred under Section 6 of this policy.

■ Please note

Documentation must be submitted to confirm the date and time of admission and discharge.

You are not covered

For anything mentioned in the general exclusions.

Section 8. United Kingdom expenses

You are covered

Up to the sums insured for the following expenses reasonably incurred during **your** trip if **you** become ill or **you** are injured:

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

You are not covered

For anything mentioned in the general exclusions.

Section 9. Personal property

This section is only applicable if the appropriate premium for baggage & personal effects cover has been paid.

You are covered

1. **personal baggage**

Up to the sums insured, for the value or repair of any of **your** own **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). Please note the inner limits for **valuables** in total, and single and/or a pair or set of articles, and for all sports & golf equipment.

■ Please note

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

2. Delayed baggage

Up to the sums insured towards the cost of buying replacement necessities if **your** own personal baggage or **sports equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

■ Please note

Any amount **we** pay **you** under 2 (Delayed baggage) will be refunded to **us** if **your personal baggage** or **sports equipment** proves to be permanently lost.

3. Personal **money**

Up to the sums insured if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

■ Please note

If **you** are aged under 18, claims under Personal **money** are limited. Please check the sums insured.

You are not covered

- for any excess which may apply to each and every incident per each insured person involved in the incident (not applicable to 2, Delayed baggage);
- if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **personal baggage**, **valuables** or **money**;
- if **your personal baggage** is lost, damaged or delayed in transit, if **you** do not:
 - notify the carrier (i.e. airline, shipping company, etc) immediately and obtain a written carriers report (or property

- irregularity report in the case of an airline) or, follow up in writing within 7 days to obtain a written carriers report (or property irregularity report in the case of an airline), if **you** are unable to obtain one immediately.
- for loss, destruction, damage or theft:
 - from confiscation or detention by customs or other officials or authorities;
 - of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), antiques, musical instruments, pictures, typewriters, telephones, computers/games consoles (including handheld consoles) and/or accessories, televisions, **sports equipment** whilst in use (other than **ski equipment** for winter sports trips where the appropriate premium has been paid), pedal cycles, dinghies, boats and/or ancillary equipment, glass or china, alcohol, cigarettes or any other tobacco products;
 - due to wear and tear, denting or scratching, moth or vermin;
 - of **valuables** left as checked-in baggage.
 - for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
 - for **valuables** stolen from an unattended vehicle.
 - for **personal baggage** stolen from:
 - 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 outside the vehicle, and there is evidence of forcible and violent entry or,
 - an unattended vehicle (other than motorcaravans) left for any period between the hours of 9pm and 9am;
 - for any shortages due to error, omission or depreciation in value;
 - for any property more specifically insured or recoverable under any other source;
 - for anything mentioned in the general exclusions.

Section 10. Loss of passport

This section of cover is only applicable if the appropriate premium for baggage & personal effects cover has been paid.

You are covered

Up to the sums insured for reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport, if **your** passport is lost or stolen.

You are not covered

1. if **you** do not exercise reasonable care for the safety or supervision of **your** passport;
2. if **you** do not obtain a written police report within 24 hours of the loss;
3. for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;
4. for anything mentioned in the general exclusions.

Section 11. Personal public liability

You are covered

Up to a maximum of the sums insured for **your** legal expenses and legal liability for damages which caused by an accident that happened during the trip, leads to a claim made against **you** for:

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

You are not covered for

1. fines imposed by a Court of Law or other relevant bodies;
2. anything caused directly or indirectly by:
 - a. liability which **you** are responsible for, because of an agreement that was made;
 - b. injury, loss or damage arising from:
 - i. ownership or use of aircraft, horse-drawn or mechanical/ motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);
 - ii. the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;
 - iii. the carrying out of any trade or profession;
 - iv. racing of any kind;
 - v. any deliberate act;
 - c. liability covered under any other insurance policy;
3. anything mentioned in the general exclusions.

■ Please note

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

Section 12. Hijack

You are covered

A benefit of £50 per full 24 hours up to a maximum of the sums insured for the duration of the **hijack**.

You are not covered

1. for business travel;
2. if **you** or **your** family or **your** business connections have engaged in activities that could be expected to increase the risk of **hijack**;
3. for anything mentioned in the general exclusions.

Section 13. Mugging benefit

You are covered for

A benefit of £50 per 24 hours up to a maximum of the sums insured, in addition to any medical expenses incurred under Section 6 of this policy if **you** are mugged and, as a result of **your** injuries received from the **mugging**, are admitted as an in-patient to a registered hospital abroad.

You are not covered

1. if **you** do not obtain a police report of the **mugging** and confirmation of **your** injuries and period of in-patient treatment from the hospital;
2. for anything mentioned in the general exclusions.

Section 14. Catastrophe cover

You are covered

Up to the sums insured, should **you** be forced to move from **your** pre-booked and pre-paid accommodation outside of the **United Kingdom** as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local government directive which is confirmed in writing by local or national authority, for the irrecoverable travel or accommodation costs necessarily incurred to continue with **your** pre-paid trip or, if the trip cannot be continued, for **your** return to the **United Kingdom**.

You are not covered for

1. any expense following **your** disinclination to travel or to continue with **your** trip when official directives from the local or national authority state it is acceptable to do so.
2. any costs or expense payable by or recoverable from the tour operator, airline, hotel or other provider of services.

Section 15. Legal expenses

You are covered

This section of cover is arranged and managed by Lexceteras Limited.

You are covered

Up to the sums insured (but not more than £25,000 in total for all insured persons) for **your** legal costs and expenses incurred to claim for compensation or damages if **you** are injured or **you** die during the period of **your** trip.

■ Please note

Lexceteras Limited shall have control over the legal proceedings and the selection, appointment and control of a solicitor.

You are not covered for

1. costs or expenses that Lexceteras Limited has not agreed to;
2. any claim not reported to Lexceteras Limited within 180 days after the event giving rise to the claim;
3. any claim against a travel agent, tour operator or carrier, Lexceteras Limited, **our** agent, Optimum Insurance Underwriting Limited or Groupama Insurance Company Limited;
4. actions between members of the same family or household, or actions to enforce a judgement or legally binding decision;
5. any claim where Lexceteras Limited considers that **your** prospects of success in achieving a reasonable benefit are insufficient or where the cost of the action could be more than the settlement;
6. anything mentioned in the general exclusions.

Section 16. Domestic pets

You are covered

Up to a maximum of £10 for each full 24 hour period of delay for extra kennel or cattery fees if the start of **your** original pre-booked return-journey by aircraft, sea vessel or train is delayed because of circumstances beyond **your** control. **You** must be delayed by at least 24 hours and will pay up to the sums insured.

You are not covered for

1. any claim that results from a strike or industrial action which **you** knew about before the start of **your** trip;
2. any kennel or cattery fees **you** pay outside the **United Kingdom** as a result of quarantine regulation;
3. **you** must have checked in for **your** trip at or before the recommended time;
4. **you** get a written statement from the appropriate transport company or authority confirming the

- reason for the delay and how long it lasted;
5. any amount **we** pay under this section only applies to domestic cats or dogs that **you** own and;
6. **you** must get a written statement from the appropriate kennel or cattery confirming any extra charges **you** have to pay.

Section 17. Sports equipment

You are covered

Up to £1,000 for accidental loss or theft of, or damage to **your** own **sports equipment** (including **golf equipment** and **ski equipment** whilst in transit only - where personal possessions cover is in place) during the period of insurance. (**We** will deduct an amount from the original purchase cost for wear, tear and depreciation). Hired **sports equipment** will be limited to £250.

Conditions

For all claims, original purchase receipts and proof of ownership will be required to support **your** claim. For items damaged, **you** will need to provide an estimate for the cost of the repair or written confirmation of the replacement cost for an equivalent item.

You are not covered for

1. more than £250 per person for any one article;
2. loss, theft of or damage to **sports equipment** left unattended in a vehicle, unless locked out of sight in the boot of the vehicle or the luggage compartment of an estate car or hatchback;
3. **your sports equipment** if **you** do not exercise reasonable care for the safety and supervision of **your** property;
4. loss, theft of or damage to **your Sports equipment** left unattended in a vehicle (other than motor caravans) for any period between the hours of 9pm and 9am;
5. **your** failure to obtain a police report within 24 hours of the discovery in the event of loss or theft;
6. **your** failure to obtain a report from the carrier or, in the case of an airline, a 'Property Irregularity Report', where **your sports equipment** has been lost or damaged in transit;
7. **your sports equipment** being delayed, detained or confiscated by customs or other officials;
8. any shortages due to error, omission or depreciation in value;
9. loss, destruction, damage or theft due to wear and tear, denting or scratching, moth or vermin;
10. property more specifically insured or recoverable under any other source;
11. any claim excluded by the general exclusions;
12. for any claim arising directly or indirectly from or

consisting of the failure or fear of failure or inability of any equipment or any computer programme, whether or not **you** own it, to recognise or to correctly interpret or process any date as its true calendar date or to continue to function correctly beyond that date.

- for any excess which may apply to each and every incident per each insured person involved in the incident.

Winter sports extension

Section 18. Ski equipment

This section is only applicable if the appropriate winter sports premium has been paid.

You are covered

- ski equipment**
Up to the sums insured for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired ski equipment, if they are lost, stolen or damaged during **your** trip, limited to the single limit.
- Ski hire
For £20 per 12 hours up to a maximum of the sums insured in all for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own ski equipment during the period of insurance.
- Delayed **ski equipment**
Up to the sums insured towards the cost of hiring replacement **ski equipment** necessities, if **your** own **ski equipment** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

You are not covered

- for any excess which may apply to each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);
- if **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **ski equipment**;
- if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **your** own or **your** hired ski equipment;
- if **your** own or **your** hired **ski equipment** is lost, damaged or delayed in transit, if **you** do not:
 - notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property irregularity report in the case of an airline) or,
 - 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;

- for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- for **your** own or **your** hired **ski equipment** stolen from:
 - an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - an unattended vehicle (other than motor-caravans) left for any period between the hours of 9pm and 9am.
- for anything mentioned in the general exclusions.

Section 19. Ski pack

This section is only applicable if the appropriate winter sports premium has been paid.

You are covered

Up to £100 per week up to a maximum of the sums insured in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

You are not covered

- for any excess which may apply to each and every incident per each insured person involved in the incident;
- for claims that are not confirmed as medically necessary by Alert Assistance Wings Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- for anything mentioned under **You** are not covered of Section 6 – Emergency medical expenses;
- for anything mentioned under the general exclusions.

Section 20. Avalanche closure

This section is only applicable if the appropriate winter sports premium has been paid.

You are covered

Up to the sums insured for reasonable additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

You are not covered

- for anything mentioned under **You** are not covered of Section 3 – Missed departure;
- for anything mentioned in the general exclusions.

Section 21. Piste closure

This section is only applicable if the appropriate winter sports premium has been paid.

Cover is only available under this section between 1st December to 30th April.

If there is a lack of snow in **your** resort and it closes, which prevent **you** from skiing.

You are covered

- for a benefit of £10 per day towards the costs **you** have to pay to travel to another resort, up to a maximum of the sums insured; or
- for a benefit of £20 for each full day **you** are unable to ski up to a maximum of the sums insured, if **your** resort stays closed and there is no other resort available, for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.

You are not covered

- for claims where **you** have not obtained confirmation of resort closure from the local representative;
- for claims where not all skiing facilities are totally closed;
- for claims where the lack of snow conditions are known or are public knowledge at the time of effecting this insurance;
- for anything mentioned in the general exclusions.

Golf cover extension

Section 22. Loss and hire of golf equipment

This section is only applicable if the appropriate golf cover premium has been paid.

You are covered

Up to £1,000 for accidental loss or theft of, or damage to **your** own **golf equipment** during the period of insurance. (**We** will deduct an amount from the original purchase cost for wear, tear and depreciation). Hired **golf equipment** will be limited to £250.

Conditions

For all claims, original purchase receipts and proof of ownership will be required to support **your** claim. For items damaged, **you** will need to provide an estimate for the cost of the repair or written confirmation of the replacement cost for an equivalent item.

You are not covered for

- more than £250 per person for any one article;
- loss, theft of or damage to **golf equipment** left unattended in a vehicle, unless locked out of sight in the boot of the vehicle or the luggage compartment of an estate car or hatchback;
- your golf equipment** if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- loss, theft of or damage to **your golf equipment** left unattended in a vehicle (other than motor caravans) for any period between the hours of 9pm and 9am;
- your** failure to obtain a police report within 24 hours of the discovery in the event of loss or theft;
- your** failure to obtain a report from the carrier or, in the case of an airline, a 'Property Irregularity Report', where **your golf equipment** has been lost or damaged in transit;
- your golf equipment** are delayed, detained or confiscated by customs or other officials;
- any shortages due to error, omission or depreciation in value;
- loss, destruction, damage or theft due to wear and tear, denting or scratching, moth or vermin;
- property more specifically insured or recoverable under any other source;
- any claim excluded by the general exclusions;
- for any claim arising directly or indirectly from or consisting of the failure or fear of failure or inability of any equipment or any computer programme, whether or not **you** own it, to recognise or to correctly interpret or process any date as its true calendar date or to continue to function correctly beyond that date.
- We** will not pay the first £70 in respect of each claim

Section 23. Loss of green fees

This section is only applicable if the appropriate golf cover premium has been paid.

You are covered

Up to £50 per day up to a maximum of £250 in total for the unused portion of **your** green fees costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

You are not covered for

1. for the claims that are not confirmed medically necessary by the Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
2. for anything mentioned under **You** are not covered of section 6 - Emergency medical expenses.
3. anything mentioned in the general exclusions.

General exclusions

You are not covered for

Anything directly or indirectly caused by:

1. **your** suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
2. **you** being diagnosed as suffering from anxiety or depression or any psychotic mental illness before **you** apply for insurance;
3. pregnancy within fourteen (14) weeks before the estimated date of delivery for travel outside the **United Kingdom**, and within eight (8) weeks before the estimated date of delivery for travel within the **United Kingdom**;
4. professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, **scuba diving** below 30 metres, dangerous pursuits;
5. air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);
6. air travel within 24 hours of **scuba diving**;
7. bankruptcy/liquidation of any tour operator, travel agent or transportation company;
8. consequential loss of any kind;
9. any claim arising from sexually transmitted diseases;
10. any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused;
11. a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power; or
b. any act of terrorism;
an act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
- c. any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in (a) and/or (b) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in (a) and/or (b) above;

You are responsible for proving why this exclusion, in whole or in part, should not be applied. If any

portion of this exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

12. loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
 - c. pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
13. **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;
14. **you** driving a motor vehicle or riding a motorcycle, Quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy.
15. the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
16. mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;
17. **your** manual work or hazardous occupation of any kind;
18. taking part in dangerous expeditions or the crewing of a vessel outside **European waters**;
19. any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;
20. off-piste skiing except whilst under the supervision of a qualified guide/instructor;
21. ski / snowboard jumping, ice hockey, the use of skeletons or bobsleighs;
22. ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;
23. **you** not following any suggestions or recommendations made by any government or official authority during the period of insurance.

General conditions

1. No payment will be made under Sections 1, 2, 5, 6, 8, 19, or 23 without appropriate medical certification.
2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.
4. **You** must take all reasonable steps to recover any lost or stolen article.
5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.
6. The original validation certificate must be produced before any claim is paid.
7. **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
9. **We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.
10. 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.
11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
12. A person or company who is not a party to this policy has no right under the Contracts Rights of Third Parties Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that act.

1. If **you** need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below within 28 days of **your** return, quoting Optimum Travel Insurance and which section of the policy **you** are claiming under.

For sections 1 to 22 (excluding 15)

Claims International Limited, 14th Floor, Leon House, 201-241 High Street, Croydon, CR9 1ER.

Please quote scheme number 439

Telephone: **0870 343 0314**

(Calls may be monitored or recorded for quality purposes)

Facsimile: **020 8760 0298**

Email: info@cilint.com

For section 15 – Legal expenses only

Lexceteras Limited

Spring Corner, High Street, Gillingham, Dorset, SP8 4AW

Telephone: **01747 821897** Facsimile: **01747 824801**

2. Then return **your** completed claim form to the claims service together with **your** original policy and validation certificate, confirmation of booking, all original receipts and police reports (which must be obtained within 24 hours of discovery in the event of loss, burglary or theft of **money, valuables** or any items of **personal baggage**) and any other evidence requested on the claim form.

Commitment to service

We aim to give all **our** customers a first class service. If **you** are not happy with **our** service, write to:

For all sections other than Legal Expenses:

The Managing Director

Optimum Underwriting Limited, PO Box 337, Dorking, Surrey RH4 3YN

For Legal Expense Claims:

Managing Director

Lexceteras Limited, Spring Corner, High Street, Gillingham, Dorset SP8 4AW

For all sections:

If **your** complaint is not dealt with to **your** satisfaction by either of the Managing Directors as stated above, **you** should then write to:

The Chief Executive

Groupama Insurance Company Limited, 24-26 Minories, London EC3 1DE

If **you** are still not satisfied, **you** can ask the Financial Ombudsman Service (FOS) to review **your** case.

South Quay Plaza 2, 183 Marsh Wall, London E14 9SR

Tel: - 0845 080 1800

■ **Governing Law**

This policy is governed by the law of England & Wales, any legal disputes will be dealt with in an English Court.



Optimum Underwriting Limited and Groupama Insurance Company Ltd are authorised and regulated by the Financial Services Authority.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that **you** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone **020 7892 7300**