



## Columbus Insurance Services and GoSure.com – EXPLORER

This insurance is valid only if you purchased it between  
1st October 2003 – 30th September 2004, and your  
departure date is on or before 31 March 2005.

**WE RECOMMEND THAT YOU TAKE THIS WITH YOU ON  
YOUR TRIP**

### 24 HOUR MEDICAL EMERGENCY SERVICE FIRSTASSIST

**IMPORTANT – please quote Reference GoSure.com**

FirstAssist Emergency Service provides immediate help in the event of an Insured Person's illness or injury arising outside the United Kingdom or Republic of Ireland if you reside there – they provide a 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone or fax.

Emergency telephone number: **+44 (0) 208 763 3011**

Fax: **+44 (0) 208 763 3035**

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 escorted by a medical attendant.
3. Travel arrangements for other members of your party or immediate relative.
4. On arrival in the United Kingdom or Republic of Ireland if you reside there, 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 Validation 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.



### HOW TO MAKE A CLAIM

- 1) If you need to make a claim please obtain a claim form by telephoning, emailing 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 5 and 7**

**Claims International Limited**

14th Floor, Leon House, 201-241 High Street, Croydon CR9 1ER

Telephone: 020 8760 7261 Facsimile: 020 8760 0298

Email: info@cilint.com

**Please quote scheme number 391**

**FOR SECTION 6 – LEGAL EXPENSES**

**Ultimate Legal Services**

The Connect Centre, Kingston Crescent, North End, Portsmouth PO2 8QL

Telephone: 0870 241 5965 Facsimile: 0870 606 1382

**FOR SECTION 8 – COMPLETE FINANCIAL PROTECTION EXPENSES**

**International Passenger Protection Claims Office**

Foxbury House, Foxbury Road, Bromley, Kent BR1 4DG

Telephone: +44 (0) 20 8313 3010 Facsimile +44 (0) 20 8313 1913

- 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.

In order to help combat fraudulent claims, please note that in the event of a claim, some of your personal details and those of the claim will be stored in our computer system, and may be subsequently transferred to a centralised system. All data is stored in accordance with the relevant Data Protection Act(s) and in the event of a claim you will be given the opportunity to refuse your details to be transferred.

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No. OPT 0083 issued by Optimum Underwriting Limited of PO Box 337, Dorking, Surrey RH4 3YN as Underwriting Agents for Groupama Insurance Company Limited. 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.

Columbus Insurance Services and Optimum Underwriting Limited are members of the General Insurance Standards Council. Groupama Insurance Company Limited, Registered in England: No. 995253 is a member of the Association of British Insurers and the General Insurance Standards Council.

### IMPORTANT NOTICE TO ALL INSURED PERSONS, TREATING DOCTORS AND HOSPITALS

**1. UNITED STATES OF AMERICA** – Pursuant to the terms and conditions of the treaty of friendship, commerce and navigation persons covered by this insurance are to be accorded "most favoured nation" status.

**2. WORLDWIDE**, including the United States of America – Any case involving persons covered by this Insurance must be specifically authorized by FirstAssist if the potential cost of the treatment is likely to exceed £250 or equivalent in other currencies. Failure to obtain proper authorisation WILL prejudice the reimbursement thereof.

**THIS IS NOT a private medical insurance** and only gives cover in the event of accident or illness. **We will only pay** for private treatment if there is no appropriate reciprocal health agreement in existence nor public service available.

In the event of any medical treatment becoming necessary and for which reimbursement will be sought, you will be expected to allow us or our representatives unrestricted access to all their medical records and information.

#### MATERIAL FACTS

You **MUST** tell us all material facts. A material fact is one which is likely to influence us in accepting your Insurance. This could be the state of your health, or the state of health of a close relative. If you are in any doubt as to whether a fact is 'material', you should tell us. If you do not this may result in your claim being invalid.

#### MEDICAL HEALTH REQUIREMENTS

You are not covered if, when you took out this insurance or when you booked your trip, you or any person upon whose health the trip may depend:

1. are aware of any reason why the trip could be cancelled or curtailed or of any medical condition which could result in a claim;
2. have, during the 12 months before this insurance started, suffered from any chronic or recurring illness for which you have received treatment or been a hospital in-patient;
3. are waiting for the results of tests or investigations for an existing medical condition;
4. are travelling against the advice of a medical practitioner or in order to get medical treatment;
5. have been diagnosed as having a terminal illness;
6. are receiving, recovering from or on a waiting list for in-patient treatment in a hospital or nursing home.

If you answer yes to any of the above questions, please contact All Clear by telephoning 0870 777 9339 who will provide you with a quotation that will include cover for the declared medical condition.

If you develop a medical condition or have any changes to an existing medical condition, you must tell us immediately. We reserve the right to amend, cancel or restrict cover.

Cover for these conditions will only be provided following our acceptance.

#### GENERAL CODE OF PRACTICE

Under the General Business Code of Practice, the person selling the travel insurance must draw your attention to important features of your policy.

1. **Policy Document.** You should read the document carefully. It gives you full details of what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and insurer to insurer.
2. **Conditions and exclusions.** Conditions and exclusions will apply to individual sections of your policy but refer to the general exclusions and general conditions and warranties which will apply to the whole of your policy.
3. **Date change exclusion.** Changes in dates could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Certain sections of your policy exclude anything directly or indirectly caused by any failure of any computer hardware or software or other electrical equipment to recognize or process any date as the true calendar date.
4. **Fraudulent Claims.** It is a criminal offence to make a fraudulent claim.
5. **Health.** Your policy contains restrictions regarding pre-existing medical problems concerning the health of the people travelling and of other people upon whose health the trip may depend. You are advised to read your policy carefully.
6. **Sports and Pastimes.** If you are going to take part in dangerous sports or pastimes where there is a risk of injury, check that your policy covers you.
7. **Property claims.** These claims are paid based on the value of the goods at the time you lose them and not on a "new for old" or replacement cost basis.
8. **Policy limits.** Most sections of your policy have limits on the amount the insurer will pay under that section. Some sections also include other specific limits, for example: for one item or for valuables in total. You are advised to check your policy if you intend taking expensive items with you.
9. **Policy excesses.** Under most sections of the policy, claims will be subject to an excess. This means you will be responsible for paying the first part of each incident. The amount you have to pay is the excess.
10. **Reasonable care.** You need to take all reasonable care to protect yourself and your property.
11. **Complaints.** Your insurance policy will have in it a complaints procedure which tells you what steps you can take if you wish to make a complaint.
12. **"Cooling off" period.** Your policy contains a cooling off period during which you can return the policy and get a refund, if you have a justifiable reason for being dissatisfied with the cover it provides.

Your policy is governed by the law applicable to where you reside in the United Kingdom or Republic of Ireland.

The person selling the travel insurance or insurance documentation will identify *your* insurer. If *you* would like more information, *you* should ask the person selling the travel insurance, particularly if *you* feel the insurance may not meet *your* needs.

## PERSONAL TRAVEL INSURANCE

Wherever the following words and phrases appear in this policy wording in **italics**, they will always have these meanings.

**“You”** and **“your”** mean each person aged under 35 years at the date of departure and resident in the United Kingdom or Republic of Ireland for whom the premium has been paid to the issuing agent. Each person is considered as being separately insured.

**“We”**, **“us”** and **“our”** means Optimum Underwriting Limited as Underwriting Agents for Groupama Insurance Company Limited.

**“Relative”** means husband or wife, parent, grandparent, parent-in-law, brother, sister, child, grandchild, brother/sister-in-law, son/daughter-in-law or fiancé(e).

**“Curtailed”** means cutting *your* journey short by early return to the United Kingdom or Republic of Ireland if *you* reside there or admission to hospital as an in-patient.

**“Personal Effects”** means personal belongings, including clothing worn, personal luggage owned or borrowed by *you*, travellers’ cheques, travel tickets, accommodation vouchers, Postal Orders and petrol coupons.

**“Valuables”** means photographic, audio and video equipment, avalanche transceivers, prescription glasses and prescription sunglasses, telescopes, binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals.

**“Unattended motor vehicle”** means a motor vehicle which does not contain a driver or passenger.

**“Business colleague”** means any person that *you* work closely with whose absence necessitates the cancellation or curtailment of the *trip*, certified by a director of the business.

**“Trip”** means any journey or holiday which starts and finishes in the United Kingdom or Republic of Ireland if *you* reside there for which *you* have paid the premium.

**“Family”** means two adults and up to four children under 18 on the date of booking, not necessarily related.

**“Yacht”** means any sailing vessel which is more than six metres in length, or has an engine or covered accommodation.

**United Kingdom.** England, Scotland, Wales, Northern Ireland, the Scilly Isles, the Isle of Man and Channel Islands.

**Home.** *Your* residential address in the United Kingdom or Republic of Ireland.

### PERIOD OF INSURANCE

Cancellation cover 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 or Republic of Ireland if *you* reside there). It also includes the period of travel from home 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 to the period of that delay.

Cover is available to persons residing in the United Kingdom and Republic of Ireland. Trips can commence from and return to the United Kingdom and Republic of Ireland. Studying abroad is included for up to 3 return visits to the United Kingdom and Republic of Ireland. No Cancellation cover will apply for those return trips.

The cover under Section 3 – Cancellation – commences as soon as the *trip* booking is made and the premium has been paid. *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.

### TERRITORIAL LIMITS

Area 1 – The Continent of Europe, west of the Ural Mountains, any country or island with a Mediterranean coastline, The Canary Islands, Madeira, The Azores and Iceland.

Area 2 – Worldwide including max. of 3 months in total in USA/Canada in any one period of Insurance.

## SECTION 1

### EMERGENCY MEDICAL AND ASSOCIATED EXPENSES

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

**We will pay** up to £5,000,000 for the necessary and reasonable costs incurred as a result of *your* actual or threatened bodily injury, illness or death during *your* trip in respect of:

- a) emergency medical, surgical and hospital treatment outside the United Kingdom or Republic of Ireland if *you* reside there including *your* ambulance or *your* taxi fares for admission and discharge and also the cost of emergency dental treatment up to £350 provided that it is for the relief of pain;
- b) *your* rescue by whatever means considered necessary by the rescue services;
- c) *you* returning to *your* home or appropriate hospital in the United Kingdom, or Republic of Ireland if *you* reside there by whatever means medically appropriate if FirstAssist consider this medically necessary;
- d) additional bed and breakfast accommodation and travel expenses to enable *you* to return to *your* home if *you* are unable to travel as originally booked;
- e) (i) additional bed and breakfast accommodation for someone to remain with *you* and accompany *you* home or,  
(ii) one *relative* or friend to travel from the United Kingdom or Republic of Ireland if *you* reside there to stay with *you* and accompany *you* during *your* return journey;
- f) the additional cost for *you* to return home following the death, serious injury or illness of a *relative* or *business colleague*; and
- g) the cost of returning *your* remains to *your* home or of a funeral in the country where *you* die, up to the equivalent cost of returning *your* remains to the United Kingdom or Republic of Ireland if *you* reside there.

### We will not pay:

- a) the first £80 of *your* claim;
- b) for any claim arising out of a medical condition:
  - i) where *you* have suffered from any chronic or recurring illness for which *you* have received treatment or been a hospital in-patient during the 12 months before this insurance started; or
  - ii) where *you* are waiting for the results of tests or investigations for an existing medical condition.
- c) for any claim if *you*:
  - i) travel against medical advice; or
  - ii) travel with the intention of receiving medical treatment; or
  - iii) travel after *you* have received a terminal illness; or
  - v) are aware of any other circumstances that could reasonably be expected to give rise to claim including, but not limited to, any knowledge *you* have about the health conditions of any *relative* or *business colleague* upon whom *your* trip depends.
- d) for treatment or surgery:
  - i) which is not **IMMEDIATELY** necessary and can wait until *you* return home;
  - ii) for exploratory tests unless they are as a direct result of the condition which require referral to hospital;
  - iii) which FirstAssist considers is experimental.
- e) for treatment or surgery in the United Kingdom or Republic of Ireland if *you* reside there (other than specifically approved physiotherapy treatment) or carried out more than 12 months after the expiry of this insurance.
- f) treatment or surgery arising out of pregnancy or childbirth, unless the expected date of delivery is more than ten weeks after *your* booked date of return home.
- g) for treatment or surgery arising out of manual labour in connection with *your* trade, profession or business. This exclusion may be covered if *you* pay the appropriate additional premium.
- h) for the additional cost of single or private room accommodation, unless it is medically necessary or if nothing else is available.
- i) the cost of continuing medication which *you* were taking prior to *your* departure.
- j) for claims that are not confirmed as medically necessary by the attending doctor or FirstAssist Emergency service.
- k) for the cost of elective treatment (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated your admittance into hospital.

### CONDITIONS

It is a requirement of this Insurance that:

- a) *you* contact FirstAssist immediately if *you* are admitted to hospital as an in-patient or if *you* have medical treatment which appears likely to cost more than £250 (or its equivalent in local currency). If this is not possible, *you* must notify FirstAssist as soon as possible. Failure to do so will affect *your* claim.
- b) wherever possible *you* must use medical facilities which entitle *you* to the benefits of any reciprocal health agreements, such as E111 in Europe and Medicare in Australia.

**PLEASE REFER TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

## SECTION 2

### HOSPITAL BENEFIT

**We will pay** £15 for each night *you* spend as an in-patient in a registered hospital outside the United Kingdom or Republic of Ireland if *you* reside there, up to a maximum of £300.

**PLEASE REFER TO THE EXCLUSIONS AND CONDITIONS RELATING TO SECTION 2 AND TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

## SECTION 3

### CANCELLATION AND CURTAILMENT

(Cover under this Section starts from the time of paying the premium)

**We will pay** any monies *you* have paid or which *you* are legally liable to pay, up to £1,000 in respect of *your* final invoiced cost and locally purchased services and excursions which are not recoverable from any other source if it is necessary to cancel or curtail *your* trip because of:

- a) *your* death, injury or illness; or
- b) the death, injury or illness of a *relative*, travelling companion or *business colleague*;
- c) the death, injury or illness of a *relative* of a travelling companion or of a person with whom *you* intended to stay;
- d) medical complications of pregnancy as certified by *your* Doctor;
- e) *you* being called to serve on a jury, as a court witness (but not as an expert witness or where *your* employment would normally require *you* to attend court) or being placed in compulsory quarantine;
- f) *you* being unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services;
- g) *your* redundancy, provided that *you* are entitled to payment under the current redundancy payments legislation and that at the time of booking *your* trip *you* had no reason to believe that *you* would be made redundant;
- h) the police requiring *your* presence following fire, flood or burglary at *your* home within seven days of *your* departure, or whilst *you* are away;
- i) theft, fire or accident to *your* car within seven days of *your* departure. This only applies if *you* are using *your* own car for the whole trip.

**We will also pay** up to £1,000 for any irrecoverable costs if *you* have to cancel or curtail *your* trip because *your* pre-booked accommodation is made uninhabitable or inaccessible within seven days of *your* departure, or whilst *you* are away. Alternatively, *we* will pay for similar accommodation, provided this does not exceed the cost of *cancellation* or *curtailment*.

### **We will not pay:**

- a) the first £65 of *your* claim, unless it is only for the holiday deposit, in which case we will not pay the first £15.
- b) for any claim arising out of a medical condition:
  - (i) for which *you* are taking continuing medication unless it is stable and well controlled; or
  - (ii) which has required treatment or surgery in the six months before buying this Insurance; or
  - (iii) for which *you* are on a hospital waiting list for in-patient investigation or treatment.
- c) for any claim arising if *you*:
  - (i) book to travel against medical advice; or
  - (ii) travel after *you* have received a terminal prognosis; or
  - (iii) are aware of any other circumstances that could reasonably be expected to give rise to a claim including, but not limited to, any knowledge *you* have about the health conditions of any *relative* or *business colleague* upon whom *your trip* depends.

However, we may agree not to apply exclusions b) and c) or accept this insurance at special terms if *you* apply to us and this Insurance is suitably endorsed.

**PLEASE NOTE** that *curtailment* claims will be based from the day *you* return to the United Kingdom or Republic of Ireland if *you* reside there, or *you* are hospitalised as an in-patient. The cost of unused excursions will be refunded in full.

**PLEASE NOTE** that this insurance will cease once *you* have made a claim for cancellation.

### **CONDITIONS**

It is a requirement of this Insurance that:

- a) if *you* become aware of any circumstances which make it necessary for *you* to cancel *your trip*, *you* must advise *your* tour operator, travel agent, travel or accommodation supplier in writing within 48 hours. The maximum amount we will pay will be limited to the applicable charges at that time.
- b) *you* contact FirstAssist immediately if *you* wish to return home for any reason or by any method other than originally planned. Failure to do so will affect the assessment of *your* claim.

**PLEASE REFER TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

## **SECTION 4**

### **PASSPORT INDEMNITY**

**We will pay** up to £200 for loss or theft of *your* passport or driving licence including any reasonable necessary costs in obtaining a replacement.

**We will not pay** for losses or theft from an *unattended motor vehicle* nor from unaccompanied baggage whilst in transit.

**PLEASE REFER TO THE SPECIAL EXCLUSIONS AND SPECIAL CONDITIONS SHOWN IN THE NEXT COLUMN AND TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTIONS 4 AND 7**

**We will not pay *you*:**

- a) for loss or theft of *valuables*, *personal money*, accommodation vouchers, passports, travel tickets, petrol coupons and losses/thefts in excess of £100 not reported to the police within 24 hours of discovering the loss, and a written report obtained.
- b) more than £100 in all under these Sections in respect of loss or theft of anything left unattended in a public place.
- c) for the loss of bonds or securities of any kind.
- d) for delay, detention, seizure or confiscation by customs or other officials.
- e) for anything arising directly or indirectly from terrorist activity.

### **SPECIAL CONDITIONS APPLICABLE TO SECTIONS 4 AND 7**

It is a requirement of this insurance that:

- a) in the event of a claim, *you* will be required to:
  - (i) provide receipts or other documentation to prove ownership; and
  - (ii) retain any damaged items for *our* inspection.
- b) *you* must take care of *your* property at all times and take all practical steps to recover any items lost or stolen.

## **SECTION 5**

### **PERSONAL LIABILITY**

**We will pay** up to £2,000,000 for *your* legal expenses incurred with *our* written consent, for *your* legal liability if *you* cause:

- a) accidental bodily injury to any person; or
- b) accidental loss or damage to someone else's property, including temporary holiday accommodation and its contents.

**We will not pay:**

- a) for liability arising from bodily injury, loss or damage to property
  - (i) owned by *you* or a member of *your family* or
  - (ii) in *your* care, custody or control, other than temporary holiday accommodation and its contents, not owned by *you* or a member of *your family*.
- b) the first £250 of each claim in respect of damage to temporary holiday accommodation and its contents.
- c) for anything arising directly or indirectly from terrorist activity.
- d) for any liability for bodily injury, loss or damage:
  - (i) to *your* employees or members of *your family* or household or to their property.
  - (ii) arising out of or in connection with *your* trade, profession or business, or assumed under contract, unless *you* would have been liable anyway.
  - (iii) arising out of the ownership, possession, use or occupation of land or buildings.

(iv) arising out of the ownership, possession or use of motorised vehicles, *yachts* or motorised waterborne crafts, airborne craft of any description, animals or firearms and weapons.

(v) arising out of *your* criminal, malicious or deliberate acts.

(vi) from racing of any kind.

(vii) from any deliberate act.

- e) liability covered under any other Insurance policy.

### **CONDITION**

If any incident occurs which is likely to result in a claim, *you* must immediately notify CLAIMS INTERNATIONAL LIMITED in writing. Any correspondence and documentation *you* receive must immediately be sent, unanswered, to CLAIMS INTERNATIONAL LIMITED. *You* must not discuss or negotiate *your* claim with any third party without the written consent of CLAIMS INTERNATIONAL LIMITED.

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

**PLEASE REFER TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

## **SECTION 6**

### **LEGAL EXPENSES**

The cover under this section is arranged and managed by Ultimate Legal Services.

**We will pay** for legal costs and expenses incurred by *you* or *your* legal representatives in the event of *you* or *your* legal representative taking legal proceedings for compensation and/or damage arising from *your* bodily injury or death during the period of *your trip* up to £25,000 each insured person.

**Provided that:**

We shall have complete control over legal proceedings and the appointment of solicitors.

### **SPECIFIC EXCEPTIONS TO SECTION 6**

**We will not pay:**

- 1) for any claim brought against a tour operator, travel agent, carrier, insurance company, or its agents, *us*, or *our* agents;
- 2) for any claim brought against any other insured person or *your relative* or member of *your* household;
- 3) for legal costs and expenses incurred prior to *us* granting support;
- 4) for claims reported more than 130 days after the event giving rise to *your* bodily injury or death;
- 5) for any claim where we do not consider *your* prospects of success in achieving a reasonable result are adequate or any claim where the estimated amount that will be recovered is less than £1,000;
- 6) for any claim arising from *wintersports*;
- 7) for professional fees or charges of attorneys, advocates or lawyers in the United States of America, or Canada. The Policy cover is limited to unrecovered expenses and disbursements.

## **SECTION 7**

### **BAGGAGE & PERSONAL EFFECTS**

**We will pay:**

- a) the market value after making proper allowance for wear, tear and deterioration up to a maximum of £1,500 for loss, theft or damage to *your personal effects* (other than *valuables*).
- b) the market value after making proper allowance for wear, tear and deterioration up to a maximum value of £200 for loss, theft or damage of *your valuables*.

**We will also pay** up to £100 towards the cost of buying necessary replacements if *your* baggage is delayed or lost on the outward journey for more than 12 hours. If *your* baggage is permanently lost, any amount payable will be deducted from the total claim.

**We will not pay:**

- a) the first £60 of *your* claim except for delayed baggage.
- b) more than £200 in respect of any one item, pair or set.
- c) any additional value an item may have because it is part of a pair or set.
- d) more than £100 in total for items stolen from an *unattended motor vehicle* unless it is being used for travel between different points of overnight accommodation.
- e) for *valuables* stolen from an *unattended motor vehicle* at any time or whilst in transit unless carried as hand luggage.
- f) for breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried.
- g) for loss or theft, or damage:
  - (i) to bicycles, motor vehicles, trailers and caravans, waterborne craft and their fittings of any kind; or
  - (ii) to watersports and wintersports equipment (other than ski boots); or
  - (iii) to contact lenses, non-prescription glasses and non-prescription sunglasses; or
  - (iv) to *personal effects* or baggage in transit unless reported to the carrier and written acknowledgement obtained; or
  - (v) to computers, mobile telephones or electronic equipment of any kind, nor antiques; or
  - (vi) to sports equipment (other than ski boots) whilst in use; or
  - (vii) caused by moth or vermin; or
  - (viii) caused by any process of cleaning, repairing or restoring; or
  - (ix) caused by leakage of powder or fluid from containers carried in *your* baggage.
- h) for electrical or mechanical breakdown.
- i) if *your* personal effects are lost, damaged or delayed in transit, if *you* do not:

- (a) 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,
- (b) follow up in writing within 7 days to obtain a written report (or Property Irregularity Report in the case of an airline) if *you* are unable to obtain one immediately.
- j) for loss, destruction, damage or theft of *valuables* left as checked in baggage.
- k) for mechanical breakdown, derangement or the breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
- l) for any shortages due to error, omission or depreciation in value,
- m) for any property more specifically insured or recoverable under any other source.

**PLEASE REFER TO THE SPECIAL EXCLUSIONS AND SPECIAL CONDITIONS SHOWN ABOVE AND TO THE GENERAL EXCLUSIONS AND GENERAL CONDITIONS WHICH APPLY TO THIS SECTION.**

## SECTION 8

### COMPLETE FINANCIAL PROTECTION

This Section of cover is Underwritten by International Passenger Protection. The Insurer will pay up to £1,500 in total for each Person – Insured name on the Invoice and Airline Ticket for:

- 1) Irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure or;
- 2) In the event of insolvency after departure:
  - (a) additional pro rata costs incurred by the Person – Insured in replacing that part of the travel arrangements to a similar standard to that originally booked or;
  - (b) if curtailment of the holiday is unavoidable – the cost of return transportation to the United Kingdom or Republic of Ireland if *you* reside there, to a similar standard to that originally booked.

#### We will not pay for:

Travel or Accommodation not booked within the United Kingdom or Republic of Ireland if *you* reside there.

Travel or Accommodation not booked through a bonded travel agent or direct with a) scheduled airline, railway company, bonded coach company, shipping line.

#### The Financial Failure of:

- a) any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Certificate;
- b) any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
- c) any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation.

This Certificate is only a summary of the protection provided. A copy of Master Policy wording providing full details of the terms and conditions of this Insurance is available from the Policyholder upon request.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

#### We will not pay *you* for claims arising out of:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrections, civil commotion or uprising, blockade, military or usurped power; or any act of terrorism;
- b) 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.

- d) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequences loss, or any legal liability of whatsoever nature, directly or indirectly caused by or contamination to by or arising from:
  - i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- e) loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- f) the failure of any computer hardware or software or other electrical equipment to recognise the or process any date as the calendar date. This does not apply to Sections 1 – Emergency, Medical and Associated Expenses, nor Section 2 – Hospital benefit.
- g) *you* travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose.
- h) *your* suicide or attempted suicide or *your* deliberate exposure to unnecessary danger (except in an attempt to save human life).
- i) *your* anxiety, stress or related disorder, sexually transmitted diseases, the influence of alcohol or drugs or from Human Immunodeficiency Virus (HIV) or any HIV related illness.
- j) wintersports, mountaineering usually requiring the use of guides or ropes, potholing.
- k) scuba diving if *you* book or plan this before *you* go on *your* trip. This exclusion may be waived if *you* pay the appropriate additional premium. However, under no circumstances will we pay for a claim if *you* are:
  - i) inexperienced and not accompanied by a properly qualified instructor; or

- ii) diving to a greater depth than 30 metres; or
- iii) diving alone;
- l) any loss, death, injury or sickness of *yours* resulting from racing of any kind (other than on foot) or taking part in civil commotions or riots of any kind;
- m) any consequential loss of any kind, except as may be specifically provided for in this Insurance;
- n) any claim arising directly or indirectly out of financial incapacity;
- o) any claims resulting from the breaking of or failure to comply with any law whatsoever;
- p) any claim arising from the bankruptcy or insolvency of a tour operator, travel agent, transport company or accommodation supplier;
- q) any claim arising out of a tour operator failing to supply advertised facilities.
- r) travelling on motorcycles over 125cc;
- s) *your* manual work or hazardous occupation of any kind;
- t) taking part in dangerous expeditions or the crewing of a vessel outside European waters;
- u) off-piste skiing except whilst under the supervision of a qualified guide/instructor;
- v) *you* not following any suggestions or recommendations made by any government or other official authority during the period of insurance.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

**1. All material facts must be disclosed to *us*.** Failure to do so may affect *your* rights under this Insurance. A material fact is a fact which is likely to influence *us* in the acceptance of the Insurance (for example, *your* own state of health or that of a close relative, or of any planned hazardous activities. If *you* are in any doubt as to whether a fact is 'material' then, for *your* own protection, *you* should tell *us*.

**2. *You* must advise CLAIMS INTERNATIONAL LIMITED of any possible claim within 14 days of *your* return home.** *You* must supply them with full details of all circumstances and any other information and documents *we* may require.

**3. *You* must keep any articles which are damaged and, if requested, send them to CLAIMS INTERNATIONAL LIMITED at *your* own expense.** If *we* pay a claim for the full value of an article, it will become *our* property.

**4. *You* must agree to have medical examination(s) if required.** In the event of *your* death, *we* are entitled to have a post mortem examination. All such examinations will be at *our* expense.

**5. *You* must assist *us* to obtain or pursue a recovery or contribution from any third party or any other insurers (including the Department of Social Security) by providing all necessary details and by completing any forms.**

**6. *You* must pay *us* back within one month of demand any amounts that *we* have paid on *your* behalf which are not covered by this Insurance.**

**7. *You* must take all reasonable steps to avoid or minimise any loss which might result in *you* making a claim under this Insurance.**

**8. *You* must comply with all the terms, provisions, conditions and endorsements of this Insurance.** Failure to do so may result in a claim being declined.

**9. *We* will pay *our* proportionate share of any loss or damage which is covered by any other Insurance.**

**10. *We* may take action in *your* name but at *our* own expense to recover for *our* benefit the amount of any payment made under this Insurance.**

**11. *We* may at *our* option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged, or by issuing *you* with a Credit Voucher.**

**12. a) No refund of premium will be allowed after the 14 day Money Back Guarantee period following the date of purchase of this Insurance nor after any travel has been undertaken.**

**b) This Insurance is non-transferable.** If the *trip* is cancelled for any reason other than that described in Section 3, then the cover terminates immediately and no refund of premium in whole or part will be made.

**13. 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 part which exists or is available apart from that Act.**

**14. The original validation certificate must be produced before any claim is paid.**

**15. *You* must not make any payment, admit liability, offer or promise to make any payment without written consent from *us*.**

**16. *We* make at any time pay to *you* our full liability under the policy after which no further payments will be made in any respect.**

### COMPLAINTS PROCEDURE

Any enquiry or complaint *you* may have regarding *your* policy, or a claim notified under *your* policy, may be addressed to *us*. Please quote details of the policy, including *your* Validation Certificate number and/or claim number to enable the enquiry to be dealt with speedily.

If *you* are not satisfied with the handling of a complaint, *you* should write to the following:

#### FOR SECTIONS 1 TO 5 AND 7

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

#### FOR SECTION 6 – LEGAL EXPENSES

**Managing Director, Ultimate Legal Services, The Connect Centre, Kingston Crescent, North End, Portsmouth PO2 8QL**

#### FOR SECTION 8

**Managing Director, International Passenger Protection, Foxbury House, Foxbury Road, Bromley, Kent BR1 4DG**

#### 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, Groupoma Insurance Company Limited, 2 Minster Court, Mincing Lane, London EC3R 7FB**

If *you* are still not satisfied *you* have the right to refer any dispute to the **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

For essential travel advice and tips visit:

<http://www.fco.gov.uk/knowbeforeyougo>