

# **TRAVEL INSURANCE**

**2012 - 2013**



**PLEASE ENSURE YOU READ THIS DOCUMENT CAREFULLY  
AND KEEP A COPY FOR FUTURE REFERENCE.  
PLEASE TAKE YOUR TRAVEL INSURANCE DOCUMENTS  
WITH YOU WHEN TRAVELLING**

## HOW TO MAKE A CLAIM

### 24 HR MEDICAL EMERGENCIES

IMMEDIATE CONTACT MUST BE MADE with SPECIALTY ASSISTANCE in the event of death, injury or illness necessitating any of the following:

- (i) HOSPITALISATION (ii) REPATRIATION (iii) ALTERATION TO TRAVEL PLANS
- (iv) CURTAILMENT OF TRAVEL

SPECIALTY ASSISTANCE LTD

TEL: **+(44) (0) 20 7902 7405** FAX: +(44) (0) 20 7928 4748

**Please note, the Insured Person's failure to contact Specialty Assistance may result in their claim being reduced or declined.**

Be prepared to give your:

- (a) Booking Invoice or Validation Certificate number (as applicable).
- (b) name and address of agent or tour operator from whom insurance was purchased.
- (c) dates of outward and return travel (tickets/itinerary).
- (d) details of problem including name and address of patient and nature of illness/accident.
- (e) name and telephone number of hospital and attending **Medical Practitioner**.
- (f) details of usual GP.

### NON EMERGENCY CLAIMS PROCEDURE

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claim form please contact the claims handlers: **[www.csal.co.uk](http://www.csal.co.uk)**.

Claims Settlement Agencies

308-314 London Road, Hadleigh, Essex SS7 2DD

Tel: **0844 826 2644** Fax: 0844 826 2645

Email: [info@csal.co.uk](mailto:info@csal.co.uk)

# **n INITIAL DISCLOSURE DOCUMENT**

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## **The Financial Service Authority**

The Financial Services Authority (FSA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

## **Who regulates us?**

Sunsail Ltd (registration No. 495185) The Port House, Port Solent, Portsmouth, PO6 4TH is an Appointed Representative of Campbell Irvine Ltd (registration No.306242) who is authorised and regulated by the Financial Services Authority. You may check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on +44 (0) 845 606 1234.

## **Whose Products do we offer?**

We only offer insurance which is underwritten by ACE European Group Limited (ACE), part of the ACE Group of Companies. ACE is registered in England and Wales No 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority, FRN 202803. Full details can be found on the FSA's Register by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on +44 (0) 845 606 1234.

## **Which service will we provide you with?**

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

## **What will you have to pay us for our services?**

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

## **Are you covered by Financial Services Compensation Scheme (FSCS)?**

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme.

Their contact details are:

Financial Services Compensation Scheme

7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN

Fax: 020 7892 7301

## **Settlement Terms**

We will be responsible for collecting payment for all new and renewal premiums and any alterations as soon as practicable but prior to inception or renewal of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

## **Your Policy**

Should you mislay your policy a replacement will be issued upon written request. You may also request a new policy document at each renewal.

## **Governing Law and Language**

United Kingdom law allows the parties to choose the law applicable to the contract. You agree that;

1. this Policy will be governed and interpreted in accordance with the law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

## **If ACE have to cancel your policy**

If ACE no longer wishes to offer this Policy and needs to cancel, they will write to you at the current address we have. The Policy will then be cancelled 30 days after the date of their letter. If the Policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the Policy during that Period of Insurance.

## **Other taxes or costs**

Other taxes or costs may exist which are not imposed or charged by us.

## **What to do if you have a complaint**

Please see the complaints procedure detailed in the Policy Document.

## POLICY SUMMARY DOCUMENT

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This policy summary does not contain full details and conditions of your insurance – these are located in your Policy Document.

This insurance is underwritten by Ace European Group Limited (ACE), part of the Ace Group of Companies.

### Eligibility

To be eligible for cover under this Policy, all Insured Persons must be under the age of 79 at the date of payment of the insurance premium, unless agreed in writing. All Insured Persons must reside within a European country, (excluding Switzerland, Russia, Belarus, Montenegro and the Ukraine). You must be able to confirm that all statements we ask you to make in your application process are correct, and that you are not aware of any other circumstances that may result in a claim.

### Demands & Needs

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have not excluded Pre-existing Medical Conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy document. Subject to terms and conditions and maximum sums insured.

### Type of Insurance and Cover

Travel insurance for single trips or annual multi trips – Your Booking Invoice or Validation Certificate (as applicable) will show which cover you have selected.

**Annual Multi Trip Cover:** World-wide cover for an unlimited number of trips, of up to 70 days each trip. Winter Sports are automatically included up to 28 days. Maximum age 65 at date of payment of insurance premium.

**Single Trip:** You are covered for a single trip to a specific region of the world. Applicants aged 65 or more can be covered at an additional premium. Maximum age 79 at date of payment of insurance premium.

### Conditions

It is essential that you refer to the general conditions (please see 'Conditions' in the Policy Document).

Special conditions apply to Section E – Personal Effects and Section G – Winter Sports Extension (where your Booking Invoice or Validation Certificate (as applicable) shows you have this cover).

Failure to comply with these conditions may jeopardise your claim or cover. - Please refer to the Policy Document for full details.

## SPECIAL FEATURES AND BENEFITS

### Emergency and Medical Services

Medical assistance; air ambulance; medical escorts; road ambulance, return home and long haul repatriation in the event of death, injury or illness necessitating: hospitalisation; repatriation; alteration to travel plans or curtailment of travel.

Immediate contact must be made with Specialty Assistance Emergency Medical Services who are available on + (44) (0) 20 7902 7405. If you are travelling to Australia and you require medical treatment you must enrol with a local Medicare office.

### Section A – Medical Expenses and Personal Liability:

Medical repatriation and associated expenses incurred overseas up to £5,000,000.

Overseas emergency dental treatment to relieve pain and suffering up to £250.

The cost of transporting the remains of an Insured Person to their former place of residence up to £7,500 or funeral expenses abroad up to £1,000.

In Patient Benefit of £10 per day if you are confined to hospital overseas, to a maximum £200 per person. In the case of Criminal Injuries the benefit increases to £100 per day to a maximum £5,000.

Personal Liability for any compensation if you become legally liable to pay up to £2,000,000.

### Section B – Personal Accident:

£7,500 for loss of sight, loss of limb(s), £7,500 for permanent total disablement and £7,500 in the event of death -subject to age. Please refer to the Policy Document for important definitions and full details of the cover and sub limits.

### Section C – Cancellation or Curtailment:

In the event of necessary cancellation before, or curtailment during the insured trip due to: death; accidental bodily injury; illness; compulsory quarantine on the orders of a treating Medical Practitioner; redundancy; cancellation of leave for British Forces, Police or Government security staff, jury service or witness attendance in court of the Insured Person; the death or serious injury or illness of a Close Relative of the Insured Person or the person with whom you intend to reside;

adverse weather conditions making it impossible to travel to the international departure point; any event in which the emergency services request your presence following major damage to or burglary from your home or place of work.

**The Insurer will pay:**

Up to £5,000 in respect of Irrecoverable Payments and Charges (as defined) for cancellation prior to departure; or up to £5,000 in respect of either the proportion of unused, non-refundable tour costs, or the original value of unused, non-refundable air tickets.

**Section D – Travel Delay:**

In the event of delayed departure for at least 12 hours from the specified departure time, or arrival at destination at least 12 hours later than specified, due to: strike; industrial action; Terrorism; adverse weather or breakdown the Insurer will pay £25 for each 12 hours delay up to a maximum £100 per Insured Person.

Where a delay of 12 hours or more causes you to cancel your whole travel itinerary prior to departure the Insurer will pay up to £1,000 per Insured Person in respect of Irrecoverable Payments and Charges (as defined).

The Insurer will pay £100 per day up to a maximum £3,000 per Insured Person in the event that you are detained by hijack of an aircraft.

If the failure of scheduled public transport services in your Home Country due to strike; industrial action; disruption; Terrorism; inclement weather, mechanical breakdown or accident of the vehicle you are travelling in causes you to arrive too late at the international point of departure in your Home Country, the Insurer will pay up to £300 per Insured Person in respect of additional travel and accommodation only expenses to enable you to reach your destination.

**Section E – Personal Effects:**

Your Booking Invoice or Validation Certificate (as applicable) will show if this option is operative.

Accidental loss, theft or damage to accompanied personal baggage, clothing or effects up to £2,000 in total (up to £200 per article, pair or set of articles, disc collections limited to £200, and up to £200 as a total in respect of all Valuables (as defined), claims for spectacles and sunglasses are limited to £100 per pair).

Personal Money is covered up to £250.

Passports and Visas are insured up to £250 against the cost of emergency replacement.

Temporary loss of baggage for more than 24 hours is covered up to £100 per person deductible from the final claim if the loss is permanent.

Air tickets are covered to the original purchase price proportionately for each leg of the journey, including reasonable expenses incurred as a result of loss, to a maximum £1,000.

**Section F – Legal Expenses:**

Up to £15,000 in respect of legal costs and expenses in pursuit of compensation and/or damages against a third party arising from the death or bodily injury to the Insured Person.

**Section G – Winter Sports Extension:**

Your Booking Invoice or Validation Certificate (as applicable) will show if this option is operative.

Loss theft or breakage of your own ski equipment is insured up to £350 per person, subject to a limit of £250 for any single item, set or pair.

Loss theft or breakage of hired ski equipment in your charge is insured up to £100 per Insured Person.

Up to £200 per Insured Person in respect of replacement ski hire following loss, theft or breakage, or misdirection or delay in transit of an Insured Person's skis preventing their use for not less than 12 hours.

Up to £300 per Insured Person in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused following accident or sickness of the Insured Person, or loss theft or damage of the ski pass.

Up to £20 per day per Insured Person to a maximum of £200 for additional transport costs to reach an alternative resort necessitated by a lack of snow or avalanche at your pre-booked resort following the closure of skiing facilities.

Up to £150 per Insured Person in respect of additional travel and accommodation expense necessarily incurred as a result of the outward or return journey by public transport being delayed for 12 or more hours beyond the scheduled arrival time.

**Significant or unusual Exclusions or Limitations**

The standard excess is shown in your Policy Document. Any increased amount that we require you to pay will be shown on a Policy Endorsement that we have issued to you. Cover is not available to anyone aged 75 years or more at the date of payment of insurance premium unless agreed in writing. For Annual Multi trip travel insurance: trips within the United Kingdom must include at least 2 nights pre-booked accommodation.

**General Exclusions:**

Any consequence of any act of war invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of Terrorism where you are actively engaged and/or where you have travelled or you remain contrary to Foreign & Commonwealth Office travel advice.

There are a number of activities, practices and winter sports that are excluded, please see 'General Exclusions' in the Policy Document. Some activities described can be included if an additional premium has been paid. Your Booking Invoice or Validation Certificate (as applicable) will show if you have chosen this option.

Wilful self inflicted injury, solvent abuse, the use of drugs and the effects of alcohol and sexually transmitted diseases.

Unlawful actions.

Stress or anxiety. Depression or any other mental or nervous disorder diagnosed before the Period of Insurance commenced or the trip is booked (whichever is the later), or not diagnosed by a hospital consultant specialising in the relevant field.

Your choosing not to take prescribed medication or other treatment.

Changes of Health where you do not follow the procedure outlined under the 'Pre-existing Medical Conditions' section. You will not be covered under Section A - Medical Expenses, Section B - Personal Accident or Section C - Cancellation and Curtailment in respect of any defined Pre-existing Medical Condition, or certain other Medical Conditions as detailed (please refer to General Exclusions in the Policy Document).

**Exclusions under Section A – Medical Expenses and Personal Liability:**

Medical Expenses excludes any claim relating to any Pre-existing Medical Condition; any expenses not verified by a medical report; or the cost of medical or surgical treatment later than 52 weeks from the date of accident or illness or elective cosmetic surgery.

Personal Liability excludes claims in the course of employment; the ownership possession or use of any aircraft, hovercraft, watercraft or mechanically propelled vehicles, the ownership or use of any land or building other than use of rented temporary accommodation; the ownership or use of any firearm.

**Exclusions under Section C – Cancellation or Curtailment:**

Any claim arising from a Pre-existing Medical Condition.

No cancellation cover is available more than 24 months prior to the trip departure date shown on your Booking Invoice or Validation Certificate (as applicable).

**Exclusions under Section D – Travel Delay:**

Any strike, industrial action, publicised at the time of effecting the insurance. The withdrawal of any aircraft, train or sea vessel on the recommendation of a Port Authority, the Civil Aviation Authority or similar body.

**Exclusions under Section E – Personal Effects and**

**Section G Winter Sports Extension:**

Unattended Valuables (as defined - including those in a vehicle) are uninsured unless in a locked safe, locked hotel room, locked apartment or locked holiday residence.

Business or professional goods, equipment or samples and any property hired to the Insured Person are excluded.

**Exclusions under Section F – Legal Expenses:**

Any costs incurred before obtaining the written consent of the Insurer.

Claims against travel agents or tour operators.

The Insurer shall have complete control of any legal proceedings and can exclude a claim if, in their opinion, they believe there is an insufficient prospect of success in obtaining a reasonable settlement.

**Exclusions under Section G – Winter Sports Extension:**

Loss, theft or damage of skis or ski poles over 5 years old is excluded.

There is no cover for skis or ski equipment carried on a vehicle roof rack or whilst in use.

**Duration**

Please refer to your Booking Invoice or Validation Certificate (as applicable) to confirm the policy duration of your selected cover.

**Cancellation Period**

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the Policy Document, you may do so by calling or writing to us for a full refund providing you have not travelled and no claim has been made. If you cancel after the first 14 days of receipt of the Policy Document, it will be cancelled from the date your instructions are received or any later date you advise. You may be charged a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

**Claim Notification**

To make a claim contact Claims Settlement Agencies Limited. (CSA), on Telephone: 0844 826 2644.

Email: [info@csal.co.uk](mailto:info@csal.co.uk) or [www.csal.co.uk](http://www.csal.co.uk)

**Complaints Procedure**

Any complaint you may have in relation to how your Policy was sold, or to the customer service you have received, should in the first instance be addressed to Campbell Irvine Limited.

Any complaint you may have in relation to your Policy Document or to the handling of your claim should in the first instance be addressed to ACE.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Document.

**Financial Services Compensation Scheme (FSCS)**

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN

Fax: 020 7892 7301

<b>Sums Insured</b>		<b>Per Person up to</b>	<b>Excess per person</b>
n A	Medical Expenses	£5,000,000	£70
	In Patient Benefit	£200	Nil
	Criminal Injuries Benefit	£5,000	Nil
	Personal Liability	£2,000,000	£250
n B	Personal Accident	£7,500	Nil
n C	Cancellation or Curtailment	£5,000	£70
n D	Delayed Departure or Arrival	£100	Nil
	Cancellation due to Delayed Departure	£1,000	Nil
	Hijack of Aircraft	£3,000	Nil
	Interruption of Transport	£300	Nil
	Delayed Tour Expenses	£150	Nil
n E	Personal Effects	£2,000	£70
	<i>(Valuables limited to)</i>	£200	
	Money	£250	
	Tickets	£1,000	
	Passport or Visas	£250	
	Temporary Loss of Baggage	£100	Nil
n F	Legal Expenses	£15,000	£250
n G	Winter Sports Extension	Optional	£70

**Please Note:** this is only a summary of the sums insured and policy excess, full details are contained within the Policy Document.

## PRE-EXISTING MEDICAL CONDITIONS

**COVER IS EXCLUDED FOR ANY DEFINED PRE-EXISTING MEDICAL CONDITION. IF IN DOUBT PLEASE CALL OUR MEDICAL SCREENING HELPLINE, IN CONFIDENCE ON: 0844 826 2686**

### **Definition of a Pre-Existing Medical Condition:**

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **Pre-existing Medical Conditions**. You will be asked for your personal and travel details. Please have your insurance policy number to hand if known.

You will be advised whether the **Pre-existing Medical Condition** may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and you elect to take up the offer of the additional cover, you will be given a medical screening reference number and a letter will be sent to you upon receipt of payment. Any additional premiums must be paid directly to the medical screening helpline and not the company you are arranging your travel insurance with.

Should you not wish to take advantage of the optional terms quoted by the medical screening helpline, cover for the **Medical Condition** in question will be excluded.

There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless disclosed to the medical screening helpline by that same **Close Relative** and additional cover agreed.

Please also see General Exclusions for additional details of other excluded **Medical Conditions**.

### **Change of Health**

If an **Insured Person's** health changes after the date this policy was purchased, including prior to booking any individual journey in respect of an Annual Multi Trip Policy, then you **MUST** contact the medical screening helpline immediately if:

- The **Insured Person** has reason to believe that their journey may need to be cancelled or curtailed, or they are aware of any other circumstance that could reasonably be expected to result in a claim on this Policy; or
- a doctor has advised them against travelling or they believe would do so if their advice was sought; or
- they have any **Medical Condition** for which they have received a terminal prognosis; or
- they have a renewable Annual Multi Trip Policy that expires before their date of departure.

Provided the journey was booked before the change of health occurred, you may have a valid cancellation claim if the **Insured Person** has to cancel their journey, or if the Insurer cannot provide the cover required.

If you have an Annual Multi Trip Policy and book a new journey without telling the medical screening helpline about any health changes noted above, the Insurer will not cover any claims directly or indirectly caused by, arising or resulting from, or in connection with this change of health.

If advised about an **Insured Person's** change of health, the Insurer will tell you if they can provide cover for any claim arising from this change of health, and if so, whether any additional premium is required, or any additional terms apply. If the Insurer agrees to cover any change in health, then they will confirm this in writing.

If you do not let the medical screening helpline know about any **Insured Person's** change in health, then you may not have the cover you need and it may invalidate your Policy or reduce the amount of any claim.



# POLICY DOCUMENT

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This Policy Document contains details of the Travel Insurance Scheme which is underwritten by ACE European Group Limited (ACE), part of the ACE Group of Companies. ACE is registered in England and Wales No 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority, FRN 202803. Full details can be found on the FSA's Register by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on +44 (0) 845 606 1234. All references to the Insurer in this Policy Document are to ACE.

Cover applies to each **Insured Person** named on the Booking Invoice or Validation Certificate (as applicable). The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

**IMPORTANT- Your insurance policy number is the same as your Booking Invoice or Validation Certificate (as applicable) number. Please note your insurance policy number prior to travel. Please ensure that you retain your original documents as you will need to submit them in the event of a claim arising.**

## PERIOD OF INSURANCE

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The period that you are insured for as shown on your Booking Invoice or Validation Certificate (as applicable).

### Single Trip

Cover under Section C – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their residence or place of business to commence travel. Cancellation cover shall only apply for a period of up to 24 months prior to the trip departure date stated on your Booking Invoice or Validation Certificate (as applicable).

Cover under all other sections of the policy starts when the **Insured Person** leaves their normal residence or place of business to commence their trip.

All cover ends on the **Insured Persons** return home, within 24 hours of their return to their **Home Country**, or at the expiry of the Period of Insurance, whichever is first.

For One Way Travel, all cover ceases on arrival at final destination.

### Annual Multi Trip

Any one trip shall be limited to a maximum duration of 70 days. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 70 days will not be insured.

Cover under Section C – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Persons** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance.

### Automatic Trip Extension

If the **Insured Person** is prevented from completing their travel before the expiration of this Insurance as stated under the Period of Insurance on the Booking Invoice or Validation Certificate

(as applicable) for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of an **Insured Person** being hijacked, cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

Please ensure you arrange cover for the entire duration of your travel.

## **DEFINITIONS**

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Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy Document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

### **Close Relative**

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Means mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in law, son in law, daughter in law, brother in law, sister in law, step parent, step child, step sister, step brother or legal guardian.

### **Dependent Business Partner**

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Means a person in the same employ as you who's absence from work necessitates your presence.

### **Home Country**

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Means the country that the **Insured Person** normally resides in.

### **Insured Person**

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Means any person named on the Booking Invoice or Validation Certificate (as applicable).

### **Irrecoverable Payments and Charges**

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Means the cost of pre-paid tickets or bookings that are not refundable from the provider.

### **Medical Condition**

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Means any disease, illness or injury.

### **Medical Practitioner**

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Means a registered practising member of the medical profession who is not related to the **Insured Person** or any person with whom they are travelling.

### **Policy Excess**

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Means the amount of any claim that you have to pay before any payment is made to you.

### **Pre-existing Medical Condition**

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Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

### **Strike or Industrial Action**

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Means any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

### **Terrorism**

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Means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on the behalf of or in connection with

any organisation(s) or Governments, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public, or any of the public, in fear.

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### **Travelling Companion**

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

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### **Unattended**

Means when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with their property.

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### **Valuables**

Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals, photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation, electrical equipment, binoculars, optical equipment, telescopes and animal skins.

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### **Volunteering**

Means an **Insured Person's** participation in community or wildlife based conservation/project work when arranged by a professional organisation. This includes caring and teaching; and may also include supervised building/renovation projects if the activity does not form part of the **Insured Person's** usual occupation or involve the use of plant/trade/industrial machinery, or non domestic powertools.

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## **CONDITIONS**

**The Insured Person must comply with all the terms and conditions stated in this Policy Document, exercise reasonable care, and act as if uninsured at all times to have the full protection of their policy. If the Insured Person does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.**

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### **General Conditions**

1. This Insurance is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature (other than **Volunteering**) or any hazardous activity not agreed on behalf of the Insurer.
2. The appropriate additional premium has been paid by any person aged 65 years or more at date of payment of insurance premium. This Insurance is not available to any person aged 79 years or more at the date of payment of insurance premium. Maximum for Annual Multi Trip 65 years.
3. That you contact Specialty Assistance as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

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### **Cooling Off Period**

The **Insured Person** may cancel this policy within 14 days of the date of receipt of the policy document (new business) or the renewal date by writing to or calling us during the 14 day cooling off period. Any premium paid will be refunded in full so long as no period of travel has started and there are no known losses. If the **Insured Person** elects to cancel this policy after the first 14 days of the date of receipt of the policy documentation, it will be cancelled from the date your instructions are received or any later date you advise. You may be charged a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

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### **Fraudulent Claims**

The **Insured Person** must not act in a fraudulent manner. If the **Insured Person** or anyone acting for them:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or

- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by the **Insured Person's** wilful act or with your connivance

Then:

- The Insurer shall not pay the claim
- The Insurer shall not pay any other claim which has been made or will be made under the policy.
- The Insurer may at their option declare the policy void.
- The Insurer shall be entitled to recover from the **Insured Person** the amount of any claim already paid under the policy.
- The Insurer shall not make any premium returns.
- The Insurer may inform the Police of the circumstances.

### **Reciprocal Health Care**

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Should you require medical treatment in Australia you MUST enrol with MEDICARE [www.humanservices.gov.au](http://www.humanservices.gov.au). It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with SPECIALTY ASSISTANCE and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided.

Your failure to contact Specialty Assistance may result in a claim being reduced or declined.

Should you require medical care in Europe, a European Health Insurance Card (EHIC) entitles the **Insured Person** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at [www.ehic.org.uk](http://www.ehic.org.uk).

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
  - taking advantage of a reciprocal health agreement with their **Home Country**; or
  - using their private medical insurance;
- at the point of treatment, then the Insurer will NOT deduct the excess.

### **Duplicate Insurance**

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If at the time of loss, theft, damage, expense or liability insured by Sections A (except A.4.), C, D, E, F and G there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

### **Subrogation**

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The Insurer is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Insured Person's** name for the Insurer's benefit against any other party.

### **Claim Conditions**

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Documentation:

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the **Insured Person** or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The **Insured Person** shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of the **Insured Person** the Insurer shall be entitled to have a post-mortem examination at their own expense.

Interest:

The Insurer will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by them following receipt of all the required certificates, information and evidence necessary to support the claim.

Recognising Our Rights :

You and each **Insured Person** must recognise the Insurer's right to:

1. Pay, repair or replace

choose either to pay the amount of a claim (less any Excess and up to any Sum Insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

2. Inspect & dispose of items

inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;

3. Handle a claim in your name

take over and deal with the defence or settlement of any claim in your name and keep any amount recovered;

4. Pay in sterling

settle all claims in pounds sterling;

5. Be reimbursed promptly

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which the Insurer pays to you or on your behalf;

6. Receive medical certificates

be supplied at your expense with appropriate original medical certificates where required before paying a claim.

7. Carry out medical examinations

request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at their expense.

Paying Claims:

1. Death

A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

2. All other Claims

A. If the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

Please refer to the Claims Checklist at the back of this policy document for a list of documentation required by Claims Handlers to process a claim.

## **GENERAL EXCLUSIONS**

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**Excesses** – Applicable to most claims

**The Insurer shall not pay:**

**a) The first £70 of each and every claim, per incident claimed for under each Section by each Insured Person.**

**b) The first £250 of each and every claim arising from the same incident under Sections A.4.2 rented accommodation (in respect of the use of rented temporary accommodation only) and F Legal Expenses.**

**No Policy Excess applies to Sections B - Personal Accident, C - Loss of deposit only, D - Travel Delay, E5 - Temporary loss of baggage and G - Piste Closure only.**

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

·using an EHIC; or

·taking advantage of a reciprocal health agreement with their **Home Country**; or

·using their private medical insurance;

at the point of treatment, then the Insurer will NOT deduct the excess.

**The Insured Person will not be covered under Section A – Medical Expenses, Section B – Personal Accident or Section C - Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;**

**A) At the time of taking out this policy:**

**i) Any Pre-existing Medical Condition unless you have contacted the medical screening helpline on 0844 826 2686 and the Insurer has agreed to provide cover and you have paid the additional premium required.**

**ii) Any Medical Condition that the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative has received a terminal prognosis.**

**iii) Any Medical Condition the Insured Person is aware of but which has not had a formal diagnosis.**

**iv) Any Medical Condition for which the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is on a waiting list for or has knowledge of the need for surgery in a hospital; or**

**B) After the date this policy was purchased including prior to booking any individual journey in respect of an Annual Multi Trip Policy:**

**A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the ‘Pre-Existing Medical Conditions’ section has not been followed.**

**C) At any time:**

**i) Any Medical Condition the Insured Person has in respect of which a Medical Practitioner has advised them not to travel or would have done so had they sought his/her advice.**

**ii) Any surgery, treatment or investigations for which you intend to travel outside your Home Country to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures).**

**iii) Any Medical Condition for which the Insured Person or any other person not necessarily travelling but upon whom travel depends such as a Close Relative is not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.**

**iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;**

**v) Participating in any activity where the Insured Person has been advised against doing so by a Medical Practitioner.**

1.(a)(i) Mountaineering or climbing; pot-holing; motorised competitions or races; sports tours; or travelling by motorcycle, unless in respect of motorcycles up to 125 cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets; unless referred to and accepted in writing on behalf of the Insurer.

(ii) Any activity in the air (other than as a passenger in a fully-licensed passenger-carrying-aircraft, bungee jumping or parasailing) unless referred to and accepted in writing on behalf of the Insurer;

(iii) Winter Sports, Involving ski racing, ski jumping, ice hockey, freestyle wintersports or the use of bobsleighs or skeletons.

(b) Any activity where **Insured Persons** do not wear the recommended/recognized safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or

(c) Any unusually hazardous activity or extreme sport that has not been booked through or organised by Sunsail Ltd. including but not limited to scrambling; canyoning/kloofing; quad-biking; trekking over 4,000 metres; scuba diving to a depth greater than 30 metres, or solo diving; professional or

competitive sports or activities; competing in or practicing for speed or time trials of any kind; work of a predominantly manual nature; expeditions to remote, hazardous or polar regions; or any variation of an excluded sport or activity.

(d) Wilful exposure to needless danger (other than in an attempt to save human life); or

(e) Air travel within 24 hours of scuba diving.

NOTE: Exclusions 1.(a), (b) and (c) are not applicable to cancellation claims under Section C.

NOTE: Please see Sporting and Hazardous Activities.

2.(a) Any form of stress or anxiety; or

(b) Depression or any other mental or nervous disorder that was diagnosed before the Period of Insurance commenced, or before your trip was booked (whichever is later). Mental disorders diagnosed at any other time are also excluded unless investigated and diagnosed by a hospital consultant specialising in the relevant field.

3. Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.

4. The **Insured Person's** participation in any criminal or illegal acts.

5. Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of **Terrorism** where you are actively engaged and/or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.

6.(a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

7.(a) Unless the Insurer provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which the **Insured Person** is claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.

(b) Any costs for;

(i) telephone calls (other than the first call to Speciality Assistance to notify them of a medical problem requiring hospitalisation); or

(ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or

(iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).

8. Any **Insured Person's** travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against all, or all but essential travel, unless agreed by or on behalf of the Insurer.

9. Any search and rescue costs or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This does not include medical evacuation costs by the most appropriate transport, however ship to shore medical evacuation is limited to £10,000 per **Insured Person**.

10. Private medical treatment unless authorised by Speciality Assistance.

11. Interest on any benefit payable under this Policy unless payment has been unreasonably delayed by or on behalf of the Insurer following receipt of all the required certificates, information and evidence necessary to support the claim.

12. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

13. Any circumstances the **Insured Person** is aware of that could reasonably be expected to give rise to a claim on this policy unless the **Insured Person** has been given the Insurer's written agreement.

14. The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

## **SECTION A. MEDICAL EXPENSES & PERSONAL LIABILITY**

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### **1. Medical, Repatriation and Associated Expenses.**

#### **Up to £5,000,000**

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's Home Country** including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Emergency Medical Service; Specialty Assistance, or their Agents). The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the **Medical Practitioner** in attendance and their medical advisers the **Insured Person** is fit to travel.

ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hijacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Emergency Medical Service; Specialty Assistance.

iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.

iv) the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 or funeral expenses incurred abroad up to £1,000.

### **2. In Patient Benefit. Up to £200**

In addition to the costs referred to above, the Insurer will also pay the sum of £10 compensation for each complete day, up to £200, that the **Insured Person** is confined to hospital outside their **Home Country**.

### **3. Criminal Injuries. Up to £5,000**

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the In Patient Benefit payable under Section A2 above is increased to £100 per complete day, up to £5,000, that the **Insured Person** is confined to hospital outside of their **Home Country**.

### **EXCLUSIONS APPLICABLE TO SECTION A1, A2 and A3**

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.

3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.

4. medical expenses incurred in an **Insured Person's Home Country**.

5. a claim that is not verified by a medical report whilst travelling.

6. elective or cosmetic surgery unless deemed medically necessary and agreed by the Emergency Medical Service (Specialty Assistance).

7. dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.



8. any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and Specialty Assistance can be reasonably delayed until the **Insured Person's** return to their **Home Country**.

9. any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your **Home Country** after the date when, in the opinion of Specialty Assistance, you should have done so.

10. accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by Specialty Assistance.

11. medication an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).

#### **4. Personal Liability.**

##### **Up to £2,000,000**

The Insurer will indemnify **Insured Persons** against all sums which they are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death, illness or disease) to any person;

2. accidental loss of or damage to material property;

which occurs during the Period of Insurance and arises out of and in the course of their journey.

The maximum amount which the Insurer shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause is £2,000,000.

The Insurer will also pay Costs and Expenses. Costs and Expenses shall mean:

1. all costs and expenses recoverable by any claimant from any **Insured Person**;

2. all costs and expenses incurred with the Insurer's written consent;

3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction; in respect of any occurrence to which Section A4 applies.

Costs and Expenses are payable in addition to the limit of liability for Section A4 except in respect of

1. occurrences happening in; or

2. claims or legal proceedings brought or originating in;

the United States of America or Canada or any other territory within the jurisdiction of either such country. In these circumstances, Costs and Expenses are included in the limit of liability for Section A4.

#### **CONDITIONS APPLICABLE TO SECTION A4.**

1. The Insurer may at any time pay to the **Insured Person** in respect of any occurrence(s) covered by Section A4 the limit of liability applicable to such occurrence(s) (after deduction of any sums already paid) or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled and upon such payment being made the Insurer shall be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment.

2. If at the time of the happening of any occurrence covered by Section A4 there is any other existing insurance whether taken out by the **Insured Person** or not covering the same liability the Insurer shall not be liable to indemnify the **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had Section A4 not been effected.

3. **Insured Persons** must;

i. give the Insurer written notice as soon as possible of any incident which may give rise to a claim;

ii. give the Insurer all necessary information and assistance which they may require; and

iii. forward every letter, writ, summons and process to the Insurer as soon as they receive it.

4. **Insured Persons** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without the Insurer's permission in writing.

## EXCLUSIONS APPLICABLE TO SECTION A4.

The Insurer shall not indemnify **Insured Persons** against liability:

1. in respect of bodily injury to any person who is
  - i. under a contract of service with an **Insured Person** when such injury arises out of and in the course of their employment by that **Insured Person**;
  - ii. a member of the **Insured Person's** family.
2. assumed by any **Insured Person** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. in respect of loss of or damage to property
  - i. belonging to the **Insured Person**;
  - ii. in the **Insured Person's** care custody or control.However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured Person** in the course of their journey.
4. in respect of bodily injury, loss or damage caused directly or indirectly by, or in connection with:
  - i. the carrying on of any trade business or profession;
  - ii. the ownership, possession or use of
    - a. horse-drawn or mechanically propelled vehicles;
    - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft);
    - c. firearms (other than sporting guns).
5. arising from the occupation or ownership of any land or building other than any building temporarily occupied by the **Insured Person** in the course of their journey.
6. in respect of punitive or exemplary damages.
7. in respect of activities or volunteer work organised by or when the **Insured Person** is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation, except where no other insurance or indemnity is available.

## SECTION B. PERSONAL ACCIDENT.

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### Up to £50,000

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay the following Sums Insured:

- |  |        |
|--|--------|
| 1. Death, or                             | £7,500 |
| 2. Loss of Sight of One or Both eyes, or | £7,500 |
| 3. Loss of One or More Limbs, or         | £7,500 |
| 4. Permanent Total Disablement           | £7,500 |

Provided that:

A) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death

B) the total compensation in respect of any one **Insured Person** shall not exceed £7,500.

### Definitions

Loss of One or Two Limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

Loss of Sight: total and irrecoverable loss of sight which shall be considered as having occurred:

a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Permanent Total Disablement: A disability which has lasted for at least 12 months from which the

Insurer believes the **Insured Person** will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

### **Special Condition**

If an **Insured Person** was already disabled before the bodily injury or already had a condition which is gradually getting worse, the Insurer may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- A. the disability after the bodily injury; and
- B. the extent to which the disability is affected by the disability or condition before the Accident.

## **SECTION C. CANCELLATION or CURTAILMENT.**

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### **Up to £5,000**

**Unless the appropriate additional top up premium has been paid and is shown on your Booking Invoice or Validation Certificate (as applicable).**

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it by returning to their **Home Country** before completion, as a result of:

i) the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured **Travelling Companion**.

ii) the death, serious injury or illness of

- a **Close Relative**, or
- the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or
- a **Dependent Business Partner**,

of the **Insured Person** or insured **Travelling Companion** which necessitates the presence of the person concerned.

iii) Hijack.

iv) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.

v) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

a) for Cancellation prior to departure; any **Irrecoverable Payments and Charges** (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.

b) for Curtailment after initial departure; a pro-rata proportion of non-refundable unused inclusive tour costs, or alternatively the original value of non-refundable unused air tickets up to £5,000 for any of the above reasons.

Your claim will be based on the number of complete days not used. **Where return to a person's Home Country is necessary in an emergency situation they should contact Specialty Assistance who may be able to assist in having existing air tickets amended.**

### **EXCLUSIONS APPLICABLE TO SECTION C.**

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required. There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**.

3. the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.

4. an **Insured Person** having to cut short their trip but not returning to your **Home Country**, in which case the Insurer will only pay for the equivalent costs which you would have incurred had you returned to your **Home Country**.

5. you being unable to continue with your travel due to your failure to obtain the passport or visa you require for your trip.

6. a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).

## **SECTION D. TRAVEL DELAY**

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### **1. Delayed Departure or Arrival**

a) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Insurer will pay £25 for each complete 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100.

b) If the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary due to **Strike or Industrial Action, Terrorism**, adverse weather conditions or mechanical breakdown of the aircraft, train or sea vessel, and as a direct result, the **Insured Person** elects to cancel the whole travel itinerary prior to departure.

The Insurer will pay **Irrecoverable Payments and Charges** made for the travel, accommodation, tours or excursions up to £1,000.

### **2. Hi-Jack of Aircraft**

The Insurer will pay compensation of £100 per complete day that the **Insured Person** is in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which the **Insured Person** is travelling as a passenger, up to £3,000.

### **3. Failure of Transport Connections in your Home Country**

If the **Insured Person** arrives at the point of international departure in their **Home Country** too late to commence the booked travel as the result of failure of scheduled public transport services in their **Home Country** due to inclement weather, **Strike or Industrial Action, Terrorism**, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which the **Insured Person** is travelling to the point of departure, the Insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by the **Insured Person** in order to reach the booked destination.

### **4. Delayed Tour Expenses**

The Insurer shall pay up to £150 for necessary additional transport charges incurred to join a pre-booked tour if, as a result of the aircraft in which the Insured Person has arranged to travel on the outbound flight is delayed for at least 12 hours from the departure time specified in the travel itinerary.

## **EXCLUSIONS APPLICABLE TO SECTION D.**

The Insurer shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

1. **Strike or Industrial Action, Terrorism**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
2. the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

## **SECTION E. PERSONAL EFFECTS**

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Unless otherwise shown on your Booking Invoice or Validation Certificate (as applicable), the Insurer will pay for Loss, Theft or Damage to:

1. **Accompanied personal baggage, clothing or effects belonging to the Insured Person. Up to £2,000.**

**The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.**

2. **Personal Monies. Up to £250.** Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

3. **Tickets. Up to £1,000.** Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

4. **Passport or Visas. Up to £250.** In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.

5. **Temporary Loss of Baggage up to £100.** If baggage is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the **Insured Person** up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

### **NOTE IN RESPECT OF CASH**

Cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

## **CONDITIONS APPLICABLE TO SECTIONS E & G**

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The **Insured Person** must comply with the following conditions to have the full protection of their policy. If the **Insured Person** does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

1. The **Insured Person** shall act at all times as if un-insured and shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.

2. The maximum the Insurer will pay for any insured article shall be limited to £200, the value of a pair or set of articles shall be limited to £200, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.

3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.

4. There is a maximum limit of £200 in total in respect of all **Valuables**.

5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.

6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £100 per pair.

7. The **Insured Person's** failure to comply with local authority advice when checking in baggage may result in a claim being reduced or declined.

## **EXCLUSIONS APPLICABLE TO SECTION E and G.**

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones.
3. loss, theft or damage to property hired to the **Insured Person** or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
5. the breakage of fragile articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example your clothes or camera being damaged by spillage.
6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.
9. shortages due to error or omission, depreciation in value.

## **SECTION F. LEGAL EXPENSES**

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### **Up to £15,000**

The Insurer will pay for legal costs and expenses, or the appointment of a claims agent in order to pursue compensation and/or damages against a third party arising from or out of personal injury to or death of the **Insured Person** occurring during the Period of Insurance.

The Insurer shall have complete control over the legal proceedings, however **Insured Persons** have the right to select and appoint legal representatives of their choice to represent them in any legal inquiry or legal proceeding (provided any appointment of a legal representative is not on a contingency fee basis, where the legal representative charges a proportion of the amount recovered as a fee). The **Insured Person** shall provide the Insurer with details of the selected legal representative's name and address. The Insurer may provide information about legal representatives in the local area if asked to do so.

## **EXCLUSIONS APPLICABLE TO SECTION F.**

The Insurer shall not pay for:

1. costs incurred in pursuance of any claim against a travel agent, or tour operator including any employee, servant or agent thereof, carrier or their suppliers, **Travelling Companion, Close Relative** or the Insurer or their representatives.
2. legal expenses incurred prior to the granting of support by the Insurer or without their written consent.
3. any claim where, in the Insurer's opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
4. claims for professional negligence.
5. claims against any employer, or whilst carrying on any trade or profession.
6. the first £250 of any claim.

## **LEGAL EXPENSES CLAIMS**

If an **Insured Person** suffers a personal injury and wishes to claim against the person who caused it they may telephone 0844 826 2644 for guidance.

## SECTION G. WINTER SPORTS EXTENSION

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### Ski Equipment up to £350

Unless otherwise shown on your Booking Invoice or Validation Certificate (as applicable).

The Insurer will pay up to the Sum Insured in respect of:

- a) Loss, theft or breakage of skis and ski equipment owned by the **Insured Person**.
- b) Loss, theft or breakage of skis and ski equipment hired to and in the charge of the **Insured Person**. There is a limit of £250 for any single item, set or pair and an overall limit of £100 in respect of hired equipment. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, liability shall be limited to £100.

**NOTE:** Claims will in any event be settled on the basis of 20% depreciation each year for such items.

### Ski Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of skis following:-

- a) Loss, theft or breakage of an **Insured Person's** skis.
- b) The misdirection or delay in transit of an **Insured Person's** skis, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

### Ski Pack up to £300

The Insurer will pay up to the Sum Insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

- a) Accident or sickness of an **Insured Person**.
- b) Loss, theft or damage of ski pass.

### Piste Closure up to £200

The Insurer will pay up to £20 for each 24 hour period that it is not possible to ski, up to the maximum Sum Insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an **Insured Persons** pre-booked resort following the closure of skiing facilities.

### Avalanche Closure up to £150

The Insurer will pay up to the Sum Insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport is delayed beyond the scheduled arrival time as a direct result of avalanche. Subject to a delay of not less than 12 hours having occurred.

**NOTE: This Winter Sports Extension is subject to the same Conditions and Exclusions as Section E Personal Effects, other than the exclusion of hired equipment. Skis and Ski equipment includes snow boards and snow board equipment.**

### EXCLUSIONS APPLICABLE TO SECTION G.

The Insurer shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. occurrences detailed above that do not occur during the Period of Insurance.
2. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, freestyle wintersports or the use of bob sleighs or skeletons.
3. the Ski Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of skis or ski poles over five years old.
5. loss, theft or damage to skis or ski equipment carried on a vehicle roof rack.
6. loss of or damage to skis or ski equipment whilst in use.
7. Piste Closure outside the months that constitute the local regular ski season.

## IMPORTANT

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This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this policy document (paying particular attention to the Terms and Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements.

If upon reading this policy document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

### Third Party Rights

You and the Insurer have agreed that it is not intended for any other party who is not a party to this contract to have the right to enforce the terms of this contract.

### Contract

This Policy Document, the Booking Invoice or Validation Certificate (as applicable) and any information provided in your application will be read together as one contract.

## ANNUAL MULTI TRIP TRAVEL INSURANCE

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Where this Insurance is being issued as an Annual Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the booking invoice or validation certificate, it is agreed by the Insurer to cover all trips made by the **Insured Person(s)**:

- a) to destinations outside of the United Kingdom, anywhere in the World.
- b) within the United Kingdom if such trip includes at least two nights pre-booked accommodation.

Subject to the following:

- 1) The maximum duration of any one trip shall not exceed 70 days. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip, is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children are not insured unless named on the policy and reside permanently with a parent who is the principle **Insured Person**. Children are deemed to be 18 years or less at the date of payment of insurance premium.
- 4) Cover is automatically granted under the insurance for WINTER SPORTS up to a total of 28 days in all during the period of this insurance.
- 5) Annual Multi Trip Travel Insurance is not available for any person aged 65 years or more at the date of payment of insurance premium.

### Insured Person, Spouse or Partner

Annual Multi Trip Insurance rates are available either for two adults on their own, or with their children. Reference is made to an **Insured Person** or their spouse or partner. Two adults, either of differing sex or the same sex, who are married or who have been permanently residing together for at least six months, qualify under our Travel Insurance Policies for those rates.



## **GEOGRAPHICAL AREAS**

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### **Area 1: EUROPE**

Europe means the continent of Europe West of the Ural Mountains, and includes the Isle of Man, the Channel Islands, Iceland, Jordan, Madeira, the Canary, Azores and Mediterranean Islands, as well as the countries bordering the Mediterranean.

### **Area 2: WORLDWIDE**

All Other Countries

#### **United Kingdom Only:**

Whilst insurance is available for holidays in the United Kingdom, Section A. Medical Expenses and Personal Liability. 1. Medical and Associated Expenses, 2. In Patient Benefit and 3. Criminal Injuries Benefit shall be inoperative.

## **SPORTING and HAZARDOUS ACTIVITIES**

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Subject to the exclusions of this Policy, recreational, non-professional (amateur), non-competitive activities are automatically covered provided they are outlined in a Sunsail Ltd itinerary, brochure, trip note, website, or other Sunsail Ltd promotional literature (as applicable), and are booked through or organised by Sunsail Ltd and the appropriate premium paid.

### **PLEASE NOTE:**

You must always refer to the General Exclusions and the relevant exclusions under each section of this Policy Document, which continue to apply. Please specifically note the exclusion under Section A.4. Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

## **GENERAL ENQUIRIES**

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If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact the Insurance Brokers who arrange the scheme: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ

**Telephone 020 7938 1734.**

The **Insured Person** and the Insurer are free to choose the law applicable to this Policy. As the Insurer is based in England, they propose to apply the laws of England and having read and understood the terms and conditions of this policy the **Insured Person** has agreed to this.

## **COMPLAINTS PROCEDURE**

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If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:

The General Manager

ACE Insurance Ltd, PO BOX 1018, Ashdown House, 125 High Street, Crawley, West Sussex RH10 1DQ

Tel: +44 (0) 1293 726225

E-mail: [ace.traveluk@acegroup.com](mailto:ace.traveluk@acegroup.com)

If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:

The General Manager

Campbell Irvine Ltd, 52 Earls Court Road, Kensington, London W8 6EJ

Telephone 020 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

## **FINANCIAL OMBUDSMAN SERVICE**

The Insurer is a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if you are not satisfied following receipt of the final response. A leaflet explaining it's procedure is available on request.

Financial Ombudsman Service

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

Telephone 0845 080 1800 Fax 0207 964 1001

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Financial Services Compensation Scheme (FSCS)**

The Insurer is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

Insurance advising and arranging is covered for 90% of the claim, without an upper limit.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## MEDICAL EMERGENCIES

### SPECIALTY ASSISTANCE EMERGENCY MEDICAL SERVICE

is available 24 hours a day 365 days a year

IMMEDIATE CONTACT MUST BE MADE with SPECIALTY ASSISTANCE in the event of death or injury or illness necessitating any of the following:

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION TO TRAVEL PLANS
- (iv) CURTAILMENT OF TRAVEL

### SPECIALTY ASSISTANCE LTD

**TEL: +(44) (0) 20 7902 7405** FAX: +(44) (0) 20 7928 4748

**Please note, the Insured Person's failure to contact Specialty Assistance may result in their claim being reduced or declined. Private medical treatment is not covered unless authorised by Specialty Assistance.**

Be prepared to give your:

- (a) booking invoice or validation certificate number.
- (b) name and address of agent or tour operator from whom insurance was purchased.
- (c) dates of outward and return travel (tickets/itinerary).
- (d) details of problem including name and address of patient and nature of illness/accident.
- (e) name and telephone number of hospital and attending doctor.
- (f) details of usual GP.

Please note, should you require medical treatment in Australia you MUST enroll with MEDICARE. Full details are shown in this policy document.

Specialty Group Limited, trading as Specialty Assistance, 5-11 Lavington Street, London SE1 0NZ, is authorised and regulated by the Financial Services Authority. Their registration number 310533 can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

## HOW TO MAKE A CLAIM

### Claims Procedure

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claims form please contact the claims handlers: **[www.csal.co.uk](http://www.csal.co.uk)**

Claims Settlement Agencies

308-314 London Road, Hadleigh, Essex SS7 2DD

Tel: **0844 826 2644** Fax: 0844 826 2645

Email: [info@csal.co.uk](mailto:info@csal.co.uk)

CSA is authorised and regulated by the Financial Services Authority. Their registration number 309264 can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

## DATA PROTECTION

PLEASE READ this notice as it explains the purposes for which the Insurer will use the personal and sensitive personal data (information) that they hold.

The Insurer fully accepts their responsibility to protect the privacy of customers and the confidentiality and security of information given to them.

Where you have provided information about another person in connection with the purchase and performance of this insurance Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from the Insurer.

The Insurer will use the information you have provided for;

- handling claims; and
- providing assistance services;
- administration; and
- customer services;

in connection with this Travel Insurance Policy.

The Insurer will use the information you have provided only for purposes related to Your Policy within the terms of the Data Protection Act's 'legal data processing conditions'.

The Insurer may transfer your personal information to a country located outside of the EEA for the purposes outlined above. If the Insurer transfers your information outside the EEA, they will either obtain your prior consent or take steps to ensure that your privacy rights continue to be protected in accordance with the requirements of the Data Protection Act.

The Insurer may disclose information to their service providers and agents for these purposes. The information you have provided may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

In the event that an **Insured Person** makes an injury or illness related claim, the Insurer may need to obtain further sensitive personal information such as medical history in order to assess the claim. The claim form will explain in more detail how this sensitive personal data is handled.

If an **Insured Person** asks, the Insurer will provide details of the information they hold in accordance with the applicable law.

Any information which is found to be incorrect will be corrected promptly. The Insurer may monitor and/or record your communication with them, either themselves or by reputable organisations selected by the Insurer to ensure consistent servicing levels and account operation. The Insurer will keep information about **Insured Persons** only for so long as it is appropriate.

The Insurer's contact details are:

ACE Customer Service

ACE Travel Insurance

PO BOX 1018

Ashdown House

125 High Street

Crawley

West Sussex

RH10 1DQ

Tel: +44 (0) 1293 726225

E-mail: [ace.traveluk@acegroup.com](mailto:ace.traveluk@acegroup.com)