

Endorsement attaching to, and forming part of, your British Airways Travel Insurance Policy.

It is understood and agreed that the period of insurance on page 6 of the policy booklet is amended to read as follows:

This policy is only valid for policies issued on, or after 1st January 2012, until further notice. All travel must be completed by 31st December 2013.

Subject, otherwise, to the terms and conditions of your policy.

This Endorsement is issued by Optimum Underwriting Limited on behalf of the Insurer (ETI).

Date: 13th December 2011.

BRITISH AIRWAYS



Value Travel Insurance

Data Protection

You should understand and give explicit consent that the sensitive health and other information **you** provide about yourself and others in **your** party will be used by Optimum Underwriting Limited as Underwriting Agents for Europäische Reiseversicherung AG, Munich, Germany, (ETI) its associated companies, other insurers, regulators, industry bodies and agencies to process **your** insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those with limited or no data protection laws). We have, however, taken steps to ensure that **your** information is held securely.

Useful Telephone Numbers

Medical Helpline:

0843 208 2054

(+44 208 865 3075 if calling from outside the UK)

How to make a claim:

For all General claims:

0843 208 1990

(+44 170 242 3392 if calling from outside the UK)

For Scheduled Airline Failure:

+44 (0) 208 776 3752

Emergency 24 Hour Medical Assistance:

+44 (0) 1444 453999

Legal Advice Helpline:

0117 933 0625

(+44 117 933 0625 if calling from outside the UK)

The Disability Helpline:

0843 208 2052

(+44 208 865 3058 if calling from outside the UK)

The Disability Textphone:

0843 208 2053

(+44 208 865 3065 if calling from outside the UK)

British Airways Policy Summary - Value Travel Insurance

This Policy Summary is to help you understand the insurance that your Policy provides. It details the key features, benefits, limitations, and exclusions, but you still need to read the Policy Wording for a full description of the terms of the insurance, including the policy definitions, together with the Schedule and any endorsements applying to your policy. The levels of cover and excesses which apply to your insurance are detailed in the Summary of Cover on page 1 of your Policy Wording. An Important Notice and Important Notes are detailed on pages 5-7 of your Policy Wording. This Policy Summary does not form part of the Policy Wording.

Insurer: This insurance is arranged by Preferential Insurance Services Ltd. and Underwritten by Optimum Underwriting Limited on behalf of Europäische Reiseversicherung AG, Munich, Germany (ETI).

Purposes of this Insurance: to provide financial protection and emergency medical assistance for your trip(s).

Period of Cover: as stated on your Policy Schedule / Booking Confirmation.

The Cover				
Section of Cover	Up to Limit of (£) per Insured Person	Excess	Further details in the the Policy Wording	
			Section	Page(s)
Cancellation	£4,000	£75/£15 Loss of Deposit	1	10
Curtailment	£4,000	£75	2	10-11
Missed Departure	£500	Nil	3	11
Delayed Departure Abandonment	£20/£20/£300 £4,000	Nil £75	4	12
Personal Accident Death	£5,000	Nil	5	12-13
Loss of Limb or Sight or Permanent Total Disablement	£15,000	Nil		
Medical Emergency Expenses	£15,000,000	£75	6	13-14
Medical Inconvenience Benefit	£300 (£50 per day)	Nil	7	14
Personal Property Single Article Limit	£750 £150	£75	8	14-15
Valuables Limit	£200			
Delayed Baggage	£100	Nil		
Personal Money	£500 (£100 in cash)	£75		
Loss of Passport/Driving Licence	£500	Nil	9	15-16
Personal Public Liability	£2,000,000	Nil	10	16
Legal Expenses	£15,000	Nil	11	16-18
Scheduled Airline Failure	£4,000	Nil	12	19
Motor Breakdown	See page 20	Nil	13	20

The following sections are subject to an additional premium (Sections 14 to 17 are automatically covered under an Annual Multi-Trip policy for Winter Sports Trips up to a duration of 17 days):

Cover	Up to Limit of (£) per Insured Person	Excess	Further details in the the Policy Wording	
			Section	Page(s)
Winter Sports				
Ski Equipment	£750	£75		
Hired Equipment	£750	£75		
Single Article Limit	£250		14	20-21
Ski Hire	£300 (£15 per day)	Nil		
Delayed Ski Equipment	£100	Nil		
Ski Pack	£300 (£20 per day)	Nil	15	21
Piste Closure	£300 (£20 per day)	Nil	16	21
Avalanche Closure	£200	Nil	17	22
Wedding Cover:				
Wedding Rings	£250	£50		
Wedding Gifts	£1,000 (per couple)	£50	18	22-24
Wedding Attire	£1,500 (per couple)	£50		
Wedding Photographs/Video	£750 (per couple)	£50		
Golf Cover:				
Golf Equipment	£1,500	£50		
Single Article Limit	£250			
Hire of Equipment	£375 (£75 per day)	£50	19	24-25
Delayed Golf Equipment	£125	Nil		
Loss of Green Fees	£375 (£75 per day)	£50		
Hole in One	£50	Nil		

Principal Exclusions and Limitations	Policy Reference
Medical Health Requirements	
Restrictions in cover apply if a claim is made relating to a medical condition, illness, or injury, of the Insured Person(s), or any person who your travel depends on, which you or they knew about before you bought this insurance, or which develops before the start of your travel. It is very important that you refer to the Pre-Existing Medical Condition Clause on pages 6-7 of the Policy Wording. If you have any queries regarding cover, you should contact us.	Important: Pre-Existing Medical Condition Clauses Pages 6-7
Hazardous Holiday Activities	Definitions & General Exclusions Pages 8, 25 & 26
The policy does not provide any cover if participation in certain hazardous activities and sports. For certain of such activities or sports cover excludes Personal Accident and/or Personal Liability benefits. We may be prepared to offer some cover for certain of these activities or sports if an additional premium has been paid, so if you require such cover, or are unsure whether the particular activity or sport is considered hazardous by us, you should contact us.	

Personal Property	
Cover is provided for loss, damage, or theft of your Personal Property, including Personal Money and Loss of Documents. We may, however, take off an amount for wear and tear when settling a claim, depending on the age and condition of the property. Cover is only provided up to maximum amounts for individual items, valuable items, and cash within the overall limit. The Policy Wording provides full details of these limits.	Summary of Cover Page 1
Excesses	
Certain sections of cover are subject to an excess applying to each claim. Excess means that you are responsible for the first sum per person per incident when you claim. The amount of any excess is detailed in the Policy Wording on the Summary of Cover page 1, and under the Sections to which an excess applies.	Summary of Cover & Important Notice Pages 1 & 5
Duration of Cover	
All trips must start and end from the United Kingdom (including the Isle of Man and Channel Islands) or Republic of Ireland if this is your usual country of residence, and the policy must cover the whole duration of the trip, and cannot be effected once travel has commenced. If your insurance is under an Annual Multi- Trip Policy, a maximum duration of any one trip applies. The limit, including the limit for Winter Sports cover is stated in the Policy Wording.	Important Notes Page 7
If you change your mind	
If, having examined your Policy Wording, you decide the insurance does not meet your needs, you can cancel the insurance within 14 days from the date you receive the Policy Wording or before you travel (whichever is sooner), and we will refund the premium provided you have not taken a trip to which the insurance applies, and you have not made a claim. If you wish to cancel your insurance you should contact us immediately.	"Cooling off" Period Page 5
<p>Making a Claim – If you wish to make a claim, please telephone the appropriate number below:</p> <p>Emergency 24 Hour Medical Assistance – Telephone ETI Emergency Assistance Service +44 (0) 1444 453999</p> <p>Paying Bills Abroad – Contact the relevant EuroCenter. For addresses www.euro-center.com</p> <p>Legal Expenses Claims – Telephone DAS Legal Expenses Insurance Co. Ltd. +44 (0) 117 934 2000</p> <p>All other Claims please report to British Airways Travel Claims Department, c/o Preferential Administration Services, 6th Floor, Central House, Clifftown Road, Southend-on-Sea, Essex SS1 1AB. Telephone 0843 208 1990 or by email pas@preferential.co.uk Please quote Scheme Number B900</p>	

DEMANDS AND NEEDS STATEMENT

Europäische Reiseversicherung AG, Munich, Germany (ETI) travel insurance is typically suitable for those who wish to insure themselves when travelling, for medical emergencies, delayed departures, missed departures, cancellation and curtailment, delayed possessions, lost or stolen possessions, loss of travel money and passport, personal accident, personal liability and legal expenses (Underwritten by DAS Legal Expenses Insurance Company Limited).

You may already possess alternative insurance(s) for some or all of the features and benefits provided by this product. It is **your** responsibility to investigate this.

ETI has not provided **you** with any recommendation or advice about whether this product fulfils **your** specific insurance requirements.

YOUR RIGHT TO COMPLAIN – Whilst every effort is made to maintain the highest service standards. However, should there be an occasion when the service you receive falls below the standard you expect, please contact:

a) Customer Relations Department, British Airways Holidays, Astral Towers, Betts Way, London Road, Crawley, West Sussex RH10 9XA if about their service.

If you are then dissatisfied with the way your complaint has been handled, please contact: The Managing Director, Optimum Underwriting Limited, 19 Bartlett Street, Croydon CR2 6ET.

b) Any complaint you may have regarding the insurance under your Policy, or the way a claim has been dealt with, please follow the Complaints Procedure detailed on page 28 of your Policy Wording.

If after following the procedure detailed in a) or b) above you are still dissatisfied, you have the right to refer your complaint to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

ETI – International Travel Protection, the UK branch of Europäische Reiseversicherung AG, and Preferential Insurance Services Ltd. are covered by the FSCS. This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations. Full details are available from the FSCS.

Preferential Insurance Services Limited, Registered in England No 03190412
Registered Office: 17 Devonshire Square, London EC2M 4SQ.

British Airways plc is an Appointed Representative of Preferential Insurance Services Limited which is authorised and regulated by The Financial Services Authority.

ETI is licensed by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, www.bafin.de) approved by the Financial Services Authority (FSA, www.fsa.gov.uk) to undertake insurance business in the UK and approved by the Irish Financial Services Regulatory Authority (IFSRA, www.ifsra.ie) to undertake insurance business in the Republic of Ireland.



ETI

International Travel Protection

SUMMARY OF COVER
(per person unless stated otherwise)

Section of Cover	Sum Insured	Excess
1 Cancellation	Up to £4,000	£75/£15 Loss of Deposit
2 Curtailment	Up to £4,000	£75
3 Missed Departure	Up to £500	Nil
4 Delayed Departure Abandonment	£20/£20/£300 Up to £4,000	Nil £75
5 Personal Accident Death Loss of Limbs/Permanent Total Disablement	£5,000 £15,000	Nil Nil
6 Medical Emergency Expenses	Up to £15,000,000	£75
7 Medical Inconvenience Benefit	£50 per day (£300 Limit)	Nil
8 Personal Property Single Article Limit Valuables Limit Delayed baggage Personal Money	Up to £750 £150 £200 £100 Up to £500 (Cash limited to £100)	£75 Nil £75
9 Loss of Passport/Driving Licence	Up to £500	Nil
10 Personal Public Liability	£2,000,000	Nil
11 Legal Expenses	Up to £15,000	Nil
12 Scheduled Airline Failure	£4,000	Nil
13 Motor Breakdown	See page 20	Nil

The following sections are subject to an additional premium (Sections 14 to 17 are automatically covered under an Annual Multi-Trip policy for Winter Sports trips up to a duration of 17 days)

14 Wintersports Ski Equipment Hired Equipment Single Article Limit Ski Hire Delayed Ski Equipment	Up to £750 £750 £250 £15 per day (£300 Limit) £100	£75 £75 Nil Nil
15 Ski Pack	£20 per day (£300 Limit)	Nil
16 Piste Closure	£20 per day (£300 Limit)	Nil
17 Avalanche Closure	Up to £200	Nil
18 Wedding Cover Wedding Rings Wedding Gifts Wedding Attire Wedding Photographs/videos	Up to: £250 £1,000 (per couple) £1,500 (per couple) £750 (per couple)	£50 £50 £50 £50
19 Golf Cover Golf Equipment Single Article Limit Hire of Equipment Delayed Golf Equipment Loss of Green Fees Hole in One	Up to: £1,500 £250 £75 per day (Limit £375) £125 £75 per day (Limit £375) £50	£50 £50 £50 Nil £50 Nil

WHAT TO DO IF YOU WISH TO MAKE A CLAIM

If **you** need to make a claim please obtain a claim form by telephoning or writing to the appropriate claims service below, quoting British Airways, the number shown on **your** Validation Certificate or Client Receipt and which section of the policy **you** are claiming under.

FOR SECTIONS 1 TO 10, and 13 to 19

British Airways Travel Claims Department

c/o Preferential Administration Services, 6th Floor, Central House,
Clifftown Road, Southend-on-Sea, Essex SS1 1AB.

Telephone: 0843 208 1990 (calls may be monitored or recorded for
quality purposes) Fax: 01702 351957 Email: pas@preferential.co.uk

Please quote scheme number B900

FOR SECTION 11 – LEGAL EXPENSES

Legal Expenses claims are managed by **DAS Legal Expenses Insurance Co. Ltd.**, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. **You** must notify **DAS** immediately in the event of a claim Tel: +44 (0) 117 934 2000, Fax: +44 (0) 117 934 2109. Please refer to the Policy Section 11 (policy conditions/exclusions) for the Legal Costs and Expenses.

FOR SECTION 12 – SCHEDULED AIRLINE FAILURE

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable and in any event within 14 days to:

IPP Claims Office

IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR

Telephone: +44 (0)20 8776 3752 Fax: +44 (0)20 8776 3751

Email: info@ipplondon.co.uk Website: www.ipplondon.co.uk

No Interest

No interest shall be added to any claims payments.

Other Insurance

If any **Insured Person** claims under this Policy for something which is also covered by another insurance Policy or by credit card insurance, the **Insured Person** must provide **ETI** with full details of the other insurance Policy. **We** will only pay **our** pro rata share of any claim apart from a personal accident claim, which will be paid in full.

Rights and Responsibilities

We will be entitled to take over and conduct in **your** name (at **our** expense) the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you** will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **ETI** or **DAS** (in respect of Policy Section 11).

In case of **Bodily Injury** **we** may approach any doctor who may have treated **you** during the period of three years prior to the claim and **we** may at **our** own expense, and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or in the event of death have a post mortem examination of **your** body. **You** will supply at **your** own expense a doctor's certificate in the form required by **us** in support of any medical-related claim under Policy Section 1, 2, 5, 6, 7 and 15.

EUROLAW LEGAL ADVICE HELPLINE SERVICE

DAS will give **you** confidential legal advice over the telephone on any personal legal problem, under the laws of the member states of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

DAS provide this service 24 hours a day, seven days a week during the period of insurance. To help **DAS** check and improve their service standards, **DAS** record all calls.

When telephoning, please tell **DAS** that **you** are covered by **ETI** Travel Insurance. **Please do not use this service to report a general travel insurance claim.**

To contact the Legal Advice Helpline, please telephone 0117 933 0625.

DAS will not accept responsibility if the Helpline service is unavailable for reasons beyond their control.

24 HOUR MEDICAL EMERGENCY SERVICE

IMPORTANT – please quote British Airways Value Insurance and **your** Validation Certificate or Client Receipt Number.

The ETI Emergency Assistance Service provides immediate help in the event of **your** illness or injury arising outside **your home country** – they provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

Should a serious medical problem arise **you** must contact the ETI Emergency Assistance Service immediately.

Emergency telephone number: UK (+44) (0) 1444 453999

Fax: UK (+44) (0) 1444 440017

You are responsible in advising **your** attending doctor to seek prior approval for any treatment except in extreme circumstances where a request for prior approval would delay surgery in a life threatening situation or medical crisis. Failure to contact ETI Emergency Assistance Service may limit the benefits payable, or in certain circumstances, cover will not be provided.

When **you** call upon the services, it is a condition of the service that they 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 and necessary escorts by a medical attendant.
3. Travel arrangements for other members of **your** party or next-of-kin.
4. On arrival in **your home country**, an ambulance service to hospital or home.

Please note: **we** are not responsible for the availability, quality or results of any medical treatment received by **you**. Also, this emergency service should not be used for casual enquiries.

PAYING MEDICAL BILLS ABROAD

British Airways hope that **you** will enjoy a leisure trip without any health problems, but should it be that **you** need emergency medical treatment then **our** Insurance Partner ETI will do its best via its international network to

ensure that **you** need not worry about the payment of such medical services (other than a potential applicable policy excess).

Please, however, refer to the Pre-Existing Medical Conditions clause on page 6 of this policy. Provided **you** do not have a pre-existing medical condition **you** may use ETI's Emergency Assistance Service.

Most hospitals/clinics/doctors have an agreement with ETI's Euro-Center network in which case bills/invoices covering medical treatment (in-patient/hospitalisation or out-patient/doctors visits) will be forwarded directly to **our** local representatives by the hospital/clinic or doctor. In those cases **you** need not pay the medical expenses other than the Policy Excess (where applicable) during **your** trip. **You** will be required to fill in an ETI Claim Form, please retain a copy for **your** own records. If the treating facility argues that they do not co-operate with Euro-Center and request **you** to pay then **you must** contact ETI's Assistance Company to clarify the situation. If **you** have to pay yourself then **you** should claim the medical expenses upon **your** return to **your home country** by contacting the British Airways Claims Unit.

The claim form will be available in the hospitals/clinics/doctors, or the local Euro-Center (refer to www.euro-center.com for addresses), or the ETI Assistance Company or from British Airways Claims Unit in the **United Kingdom**.

If **you** are travelling within the European Economic Area and carrying a European Health Insurance Card, **you** should use the Card to reduce the claim. If **you** do so the policy excess will not apply.

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TRAVEL INSURANCE – IMPORTANT NOTICE

Your Travel Insurers wish to bring to Your attention some of the important features of Your travel insurance policy:

- **INSURANCE POLICY:** This contains full details of the cover provided plus the conditions and exclusions which apply to it.
You must read the insurance policy carefully.
- **CONDITIONS AND EXCLUSIONS:** There are conditions and exclusions which apply to individual sections and general conditions, exclusions and terms which apply to the whole policy.
- **HEALTH:** The policy contains conditions relating to the health of the people travelling and others upon whose well being the trip may depend. **You** are required to disclose the condition of such people prior to cover being issued and **You** must be aware that failure to disclose such matters will prejudice **Your** position. Please see pages 6 and 7.
- **FRAUDULENT CLAIMS:** The making of a fraudulent claim is a criminal offence.
- **MEDICAL EXPENSES:** Please note this section does not provide private health care unless specifically approved by ETI Emergency Assistance Service.
- **PROPERTY CLAIMS:** These are settled on an indemnity basis – not on a “new for old” or replacement cost basis, unless otherwise stated in the policy.
- **POLICY LIMITS:** Most sections of the policy have limits on the amount **We** will pay under that section. Some sections also include inner limits eg: for one item, or for **valuables** in total.
- **POLICY EXCESSES:** Claims under most sections of the policy will be subject to an Excess. Where there is an Excess, **You** will be responsible for paying the first part of a claim.
- **REASONABLE CARE:** **You** are required to take all reasonable care to protect yourself and **Your** property and to act as though **You** are not insured.
- **COMPLAINTS:** The insurance policy includes a Complaints Procedure which tells **You** what steps **You** can take if **You** wish to make a complaint. Please see page 28.
- **“COOLING OFF” PERIOD:** The policy contains a “cooling off” period which allows **You** to return the policy and obtain a full refund if **You** have a reason to be dissatisfied with the cover provided. Please see below.
- **HAZARDOUS HOLIDAY ACTIVITIES:** The policy will not cover **You** when **You** take part in certain **hazardous activities and sports**. Please see pages 8, 25 and 26.
- **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 excludes anything directly or indirectly caused by failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. Please see page 27.
- **GOVERNING LAW:** **Your** policy is governed by the law applicable to where **You** reside within the **United Kingdom**.

COOLING OFF PERIOD

The cover under section 1, Cancellation, commences as soon as the policy is issued. **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.

**IF YOU HAVE ANY QUERIES, CONTACT YOUR
BRITISH AIRWAYS REPRESENTATIVE**

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No OPT/07/02/0020 issued to British Airways. This insurance has been arranged by Preferential Insurance Services Limited and underwritten by Optimum Underwriting Limited on behalf of Europäische Reiseversicherung AG, Munich, Germany, (ETI). ETI is a member of the Association of British Insurers and the Financial Ombudsman Service.

This policy constitutes a contract between **you** and **us** and is made up of the schedule and this policy document, which together form the contract of insurance, and is based upon the information that **you** provided during **your** application.

PERIOD OF INSURANCE

This Policy is only valid for policies issued between 1st January 2011 and 31st December 2011. All travel must be completed by 31st December 2012.

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 **your home country**). 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 for the period of that delay.

The cover under Section 1 – 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.

We must be informed of any fact which is likely to influence us in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.

IMPORTANT: PRE-EXISTING MEDICAL CONDITIONS CLAUSE

It is very important that **you** read and understand the following:-

1) **You** are not covered (for the relevant condition) for claims directly, or indirectly resulting from **you**, or anyone in **your** travelling party, or anyone on whose health **your** trip may depend, have suffered from, or been treated for, or diagnosed with, any of the following medical conditions in the 12 months before the issue date of your policy:

- a) a cardiovascular or heart related condition (heart attack, angina, chest pain, hypertension, and any other heart conditions);
- b) a lung or respiratory related condition (not including asthma, when it is controlled and **you** have no other medical condition);
- c) cancer;
- d) a psychological condition;
- e) a terminal condition.

2) **You** will not be covered for any claim arising from a medical condition of someone **you** were going to stay with, a relative, a business associate, a travelling companion, or anyone on whose health **your** trip may depend if **you** are aware of the medical condition at the time **your** policy was issued.

3) **You** will not be covered if **you** have a medical condition, if **you** are travelling against medical advice or for which medical advice should have been sought before commencing your journey.

4) **You** will not be covered if **you** know **you** will need medical treatment during **your** journey or **you** are travelling specifically to get medical treatment.

5) **You** will not be covered if **you** have a medical condition for which treatment is awaited as a hospital in-patient or have a medical condition that is under investigation when **your** policy was issued.

6) **You** must tell **us** if **your** state of health changes before **you** commence any insured trip i.e. if **you** develop a new condition or a **pre-existing condition** deteriorates. Please telephone the Medical Helpline on **0843 208 2054**. We have the right to amend, restrict, or cancel **your** cover under this policy.

GEOGRAPHICAL AREAS

Area 1 Europe, including all countries to the west of the Ural Mountains, countries bordering the Mediterranean, Morocco, Tunisia, Turkey, the Canary Islands, Madeira and the Azores.

Area 2 Worldwide.

IMPORTANT NOTES

1) This policy is only available to persons resident in the **United Kingdom** and Republic of Ireland.

2) This policy is only valid for trips commencing in and returning to **your home country**.

3) The cover under Section 1 – 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.

4) Cover is only available for the whole duration of the booked trip. Cover cannot be effected once a journey has commenced.

5) Under some sections there is an amount deducted (an excess) per incident, which applies to each insured person involved in an incident, as do the sums insured under each section.

6) If **your money, valuables** or any items of **personal baggage**, are lost or stolen, **you** must notify the local police within 24 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.

7) Golf and Wedding cover is only available if the full cover is taken and the appropriate additional premium has been paid.

8) Family cover applies to **you** and **your** husband/wife or **civil partner** plus all dependent children of either of **you**, under the age of 12 years in full-time education, all permanently residing with **you**. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.

9) Single Parent cover applies to **you** plus all **your** dependent children under the age of 12 years in full-time education, all permanently residing with **you**. **Your** unmarried dependent children are only covered when travelling with an adult insured under this policy.

For Single Trip Insurance:

10) This policy is not valid for trips exceeding 31 days.

11) Winter sports trips are covered if the required additional premium has been paid.

12) This policy is only available to persons aged 65 years and under (at the date of travel).

For Annual Insurance:

13) The maximum duration of any one trip is 31 days (winter sports cover included, limited to 17 days per policy year).

14) This policy is only available to persons aged 65 years and under (at the date of purchase).

15) Couple cover applies to **you** and **your** husband/wife or **civil partner**.

16) This policy is not valid for trips taken within the **United Kingdom**, or Republic of Ireland, if this is **your home country**, unless pre-booked for a period of three nights or more in a hotel, motel, holiday camp, bed & breakfast, holiday cottage or similar accommodation rented for a fee.

DEFINITIONS

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

Civil Partner - the person living with the insured person as a husband or wife, including same sex partner, for at least six consecutive months prior to the date of application and living at the same address.

Close Business Associate – Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

Curtail/Curtailment – Return early to **your home country**.

Hazardous Activities and Sports any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity.

The following are examples of **Hazardous Activities and Sports**:

Professional and/or amateur sports involving physical contact (e.g. American Football, handball, football, martial arts, rugby), BMX riding, bungee jumping, big game hunting, coastal waters canoe/kayak, crewing a sailing boat or vessel from one country to another, dangerous overland expeditions, fell running, fencing, gliding, gymnastics, hang-gliding, high diving (less than 10 metres), horse riding, hot-air ballooning, hunting (on foot), jet-skiing, kite boarding, motor cycling or motor scootering or mechanical assisted cycling exceeding 125cc in engine capacity (when driving or being a passenger), mountaineering (requiring the use of ropes and/or guides), parachuting (solo or tandem), paragliding (overland), parapenting (overland), parascending (over water), pot-holing, quad-biking, rifle range, safaris (unless part of an organised tour), scuba or skin-diving deeper than 30 metres (PADI qualified diving), show jumping, skydiving, steeplechasing, weight lifting (non competitive), white water rafting/canoeing/kayaking.

All amateur sports not involving physical contact are covered with a few limitations indicated with an * or ** below including abseiling*, archery**, badminton, baseball, basketball, bowls, canoe/kayak (lake and river, excluding white water), clay pigeon shooting**, cricket, cycling (non-competitive)**, curling, deep-sea fishing (no commercial/competition), dinghy sailing, dry skiing, fell walking, field hockey, fishing, go-carting**, golf**, heptathlon, lacrosse, marathon running, mountain biking, netball, orienteering, paintballing**, polo, pony trekking, rambling, rollerblading, rounders, rowing, safaris/gorilla (organised tours only), sailing (inland/coastal), sailboarding, skateboarding, snorkelling, squash, street hockey, surfing, tennis, trekking/hiking (organised tours only), tour operators' safaris, volleyball (including beach), war games**, water polo, water-skiing**, and windsurfing, winter sports (provided the appropriate premium has been paid).

Note: non-manual work undertaken during a holiday or leisure trip (including temporary bars, restaurants and farm holidays) is covered.

***Excludes personal accident benefits, ** Excludes personal liability benefit**

Golf Equipment – golf clubs, golf bag, golf trolley and golf shoes.

Home – Your residential address in **your home country**.

Home Country – The **United Kingdom** or Republic of Ireland.

Immediate Relative – Mother, father, sister, brother, wife, husband, **civil partner**, son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister or legal guardian.

Loss of Limb – Physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight – The complete and permanent **loss of sight** in at least one eye.

Medical Practitioner – A registered practising member of the medical profession who is not related to **you** or to any person **you** are travelling with, or intending to stay with.

Money – Cash, postal and **money** orders, travel tickets, lift passes, passports, petrol coupons and green cards held by **you** for social, domestic and pleasure purposes.

Permanent Total Disablement – Disablement as a result of which there is no business or occupation which **you** are able to attend to which having lasted for a period of 12 months is, at the end of that period beyond hope of improvement.

Personal Accident – Accidental bodily injury caused solely and directly by outward violent and visible means.

Personal Baggage – Your suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

Pre-existing Condition – any disease, illness or injury as detailed on Page 6.

Psychiatric Condition – a mental or addictive condition, including alcoholism, drug addiction or eating disorder

Public Transport – Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

Redundancy – Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Ski Equipment – Skis, ski boots, ski poles and snowboards.

Ski Pack – Pre-booked lift passes, hired skis, ski boots and ski school fees.

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

Valuables – Watches, furs, leather goods, animal skins, silks, jewellery, items made of or containing precious stones, semi precious stones, gold, silver or platinum, photographic, audio, video and electrical equipment of any kind, camcorders and accessories, all photographic/digital/optical/audio and video media, MP3 players, telescopes and binoculars.

We/Us/Our – Optimum Underwriting Limited as Underwriting Agents for Europäische Reiseversicherung AG, Munich, Germany (ETI).

You/Your – Each Insured Person.

RECIPROCAL HEALTH AGREEMENTS

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

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

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

In the event of a medical claim having been reduced by the use of the EHIC the Excess under Section 6 – Medical Emergency Expenses will be reduced to Nil.

Also, if **you** are travelling to Australasia there are reciprocal medical treatment arrangements 'Medicare' for **United Kingdom** nationals. In-patient and out-patient public hospital treatment is given free of charge or at minimal cost.

Should **you** be admitted to hospital then immediate contact must be made with ETI Emergency Assistance and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

SECTION 1 – CANCELLATION

YOU ARE COVERED

Up to £4,000 if **you** travel and accommodation arrangements (including BA Miles within 24 hours prior to the departure time), or pre-booked excursions (limited to £150) which have not been used and which **you** have paid for or contracted to pay for, are cancelled before **your** departure from **your home country**, providing the cancellation is necessary and unavoidable (and is not a result of mere disinclination to commence **your** trip as arranged) due to:

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

YOU ARE NOT COVERED FOR

- 1) the first £75 of each and every incident per each insured person involved in the incident (£15 for loss of deposit claims only);
- 2) claims where a medical certificate has not been obtained from a **medical practitioner**, confirming that cancellation of the trip is medically necessary;
- 3) anything caused directly or indirectly by:
 - a) any increased charges which may arise due to failure to notify **your** travel agent or tour operator immediately it is found necessary to cancel;
 - b) prohibitive regulations by the Government of any country;
- 4) BA Miles where the trip is cancelled more than 24 hours prior to the departure time;
- 5) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 2-Curtailment or Section 6-Medical Emergency Expenses. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;
- 6) anything mentioned in the General Exclusions.

SECTION 2 – CURTAILMENT

Curtailment is only applicable if **you** return to **your home country**, earlier than planned.

This section includes the services of ETI Emergency Assistance (details shown on page 3) who must be contacted immediately in the event of a serious injury, illness or hospitalisation, where repatriation has to be considered.

YOU ARE COVERED

Up to £4,000 for:

- 1) The value of the portion of **your** travel and/or accommodation arrangements which have not been used and which were paid for or

contracted to be paid for before **your** departure from **your home country**, if **you**, and where appropriate a companion covered by this policy, have to **curtail your** trip and return to **your home** earlier than planned due to:

- a) the death, severe injury or serious illness of:
 - i) **you** or any person **you** are travelling with;
 - ii) an **immediate relative** of **yours** resident in **your home country**;
 - iii) a **close business associate** of **yours** resident in **your home country**.
- b) **your home** being made uninhabitable or place of business being made unusable due to fire, lightning, explosion, earthquake, subsidence, storm, flood, falling trees, riot or civil commotion, malicious damage, burst pipes, impact by aircraft, the police requesting **your** presence following burglary or attempted burglary at **your home** or place of business.

These proportionate value of costs will be calculated from **your** date of return to **your home country**.

2) Reasonable additional travelling expenses incurred by **you** for returning to **your home country**, (Economy Class) earlier than planned for a reason stated in benefit 1 of this section.

YOU ARE NOT COVERED FOR

- 1) the first £75 of each and every incident per each insured person involved in the incident;
- 2) claims that are not confirmed as medically necessary by ETI Emergency Assistance and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming it necessary to **curtail** the trip;
- 3) additional travelling expenses incurred which are not authorised either by **us** or ETI Emergency Assistance, as detailed on page 3;
- 4) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 1-Cancellation or Section 6-Medical Emergency Expenses. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;
- 5) anything mentioned in the General Exclusions.

NOTE – ETI Emergency Assistance only assists early return **home** for medical reasons, not for the other reasons listed under this section of the policy.

SECTION 3 – MISSED DEPARTURE

This section does not apply to trips within **your home country**, (except for trips to the Channel Islands).

YOU ARE COVERED

Up to £500 for necessary hotel and travelling expenses incurred in reaching **your** booked destination, if the car **you** are travelling in breaks down or is involved in an accident, or the **public transport** being used is delayed, resulting in **you** arriving too late to commence **your** booked journey from or to **your home country**.

YOU ARE NOT COVERED

- 1) if sufficient time has not been allowed for **your** journey in order to meet the check-in time specified by the transport providers or agent;
- 2) if **you** are not proceeding directly to the departure point;
- 3) unless **you** get a letter from the public transport provider confirming that the service did not run on time;
- 4) unless **you** get confirmation of the delay from the authority who went to the accident or breakdown affecting the car **you** were travelling in;
- 5) for any delay caused by a riot, civil commotion, strike or industrial

action which began or was announced before the start date of **your** policy, provided the policy was issued prior to **your** travel tickets or confirmation of booking being issued;

6) for anything mentioned in the General Exclusions.

SECTION 4 – DELAYED DEPARTURE & ABANDONMENT

This section does not apply to trips within **your home country**, (except for trips to the Channel Islands).

YOU ARE COVERED

1) For a benefit of £20 for the first full 12 hours **you** are delayed and £20 for each full 12 hours **you** are delayed after that, up to a maximum of £300 (regardless of the number of incidents of delay) or

2) up to the amount under the cancellation section of this policy if **you** abandon the trip (on the outward journey only) after the first full 12 hours, if **your** outward or return flights, sea crossing, coach or train departure to or from **your home country**, are delayed for more than the periods shown above beyond the intended departure time (as specified on **your** travel ticket) as a result of:

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

YOU ARE NOT COVERED

1) for the first £75 of each and every incident per each insured person involved in the incident (this is only applicable if **you** abandon the trip);

2) if **you** do not check-in for the flights, sea crossing, coach or train departure before the intended departure time;

3) if **you** do not obtain written confirmation from the airline, shipping, coach or train company stating the period and the reason for the delay;

4) for any claims arising from withdrawal from service temporarily or otherwise of the aircraft, coach, train or sea vessel on the orders or recommendation of the Civil Aviation Authority or a Port Authority or similar body in any Country;

5) for anything mentioned in the General Exclusions.

NOTE – This section only applies for delays at **your** final international departure point to or from **your home country**.

SECTION 5 – PERSONAL ACCIDENT

YOU ARE COVERED FOR

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

1) Death – £5,000

2) **Loss of limb**, total and permanent **loss of sight** in one or both eyes or **permanent total disablement** – £15,000

NOTE – If **you** are aged under 16 at the time of the accident the death benefit will be limited to funeral and other expenses up to £1,500 and the **permanent total disablement** benefit will not apply to those under 16 or persons over the age of 65.

YOU ARE NOT COVERED FOR

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

- 1) a disease or any physical defect or illness;

- 2) an injury which existed prior to the commencement of the trip;
- 3) pregnancy;
- 4) any claims under this section not notified to us within 12 months of the date of the accident;
- 5) anything mentioned in the General Exclusions.

SECTION 6 – MEDICAL EMERGENCY EXPENSES (not private health insurance)

This section applies to trips:

- a) outside **your home country**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

This section does not apply otherwise to trips within **your home country**.

Before a claim for emergency expenses can be submitted under this section, **you** must contact ETI Emergency Assistance. Please refer to page 3.

If during your trip you become ill or are injured:

YOU ARE COVERED

Up to £15,000,000 for costs incurred outside **your home country**:

- 1) for emergency medical and surgical treatment. Claims for emergency dental treatment (for the relief of pain only) shall be limited to £350;
- 2) for reasonable and necessary additional accommodation (room only), limited to £100 per day and travelling expenses (economy class), including those of one relative or friend if **you** have to be accompanied **home** on medical advice or if **you** are a child and require an escort **home**. **Your immediate relative** or friend must be required to remain with **you** or to travel with **you** on medical advice and this has to be authorised by the ETI Emergency Assistance or **us**.
- 3) in the event of death:
 - a) for conveyance of the body or ashes to **your home country**, (the cost of burial or cremation is not included) or;
 - b) local funeral expenses abroad limited to £1,000;

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

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

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident;
- 2) for any sums which are recovered by **you** under any National Insurance Scheme or Reciprocal Health Arrangement;
- 3) for any expenses incurred for illness, injury or treatment required in consequence of:
 - a) surgery or medical treatment which in the opinion of the attending doctor and the ETI Emergency Assistance doctor can be reasonably delayed until **your** return to **your home country**;
 - b) medication and/or treatment which at the time of departure is known to be required or to be continued outside **your home country**;
- 4) for preventative treatment which can be delayed until **your** return to **your home country**;
- 5) if **you** have not complied with the terms under **IMPORTANT PRE-EXISTING MEDICAL CONDITIONS** on pages 6 and 7;
- 6) for claims that are not confirmed as medically necessary by the attending doctor or ETI Emergency Assistance Service;

- 7) for the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;
- 8) for any additional hospital costs arising from single or private room accommodation unless medically necessary;
- 9) for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation;
- 10) for expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication;
- 11) for taxi fares not considered medically necessary, and where receipts have not been provided;
- 12) for telephone expenses;
- 13) for costs that arise over 12 months after a claim was first notified (unless we have been advised, that bills or invoices may be received after this period);
- 14) any costs arising from **your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under Section 1-Cancellation or Section 2 Curtailment. These sections all provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event except as specifically described;
- 15) for anything mentioned in the General Exclusions.

SECTION 7 – MEDICAL INCONVENIENCE BENEFIT

This section applies to trips:

- a) outside **your home country**;
- b) by a Channel Islands resident to other parts of the **United Kingdom**;
- c) by other **United Kingdom** residents to the Channel Islands.

This section does not apply otherwise to trips within **your home country**.

YOU ARE COVERED FOR

A benefit of £50 per each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital abroad up to a maximum of £300, in addition to any medical expenses incurred under Section 6 of this policy.

YOU ARE NOT COVERED FOR any claim arising from **your** pregnancy or childbirth if **you** are admitted as an in-patient within 12 weeks of the estimated delivery date.

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

YOU ARE NOT COVERED FOR anything mentioned in section 6 exclusions or the General Exclusions.

SECTION 8 – PERSONAL PROPERTY

YOU ARE COVERED FOR

1) PERSONAL BAGGAGE

Up to £750 for the value or repair of any of **your own personal baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed (after making proper allowance for wear and tear and depreciation). Limited to £200 for all **valuables** in total, limited to £150 for single and/or a pair or set of articles, and limited to £50 for Sunglasses.

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

2) DELAYED BAGGAGE

Up to £100 towards the cost of buying replacement necessities if **your own personal baggage** is delayed in reaching **you** on **your** outward journey for at least 10 hours, and **you** have a written report from the carrier (i.e. airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

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

3) PERSONAL MONEY

Up to £500 (limited to £100 for cash losses) if **your own money** is lost or stolen whilst being carried on **your** person or left in a locked safe, or safety deposit box.

NOTE – If **you** are aged under 18, claims for loss of cash under Personal Money are limited to £100 overall (cash £50).

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident (not applicable to 2, Delayed Baggage);
- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** property;
- 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **personal baggage, valuables** or **money**;
- 4) if **your personal baggage** is 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 carriers report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately.
- 5) for loss, destruction, damage or theft:
 - a) from confiscation or detention by customs or other officials or authorities;
 - b) of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, vehicles or vehicle accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, mobile telephones, computers and/or accessories, satellite navigation systems (GPS) and/or accessories, personal digital assistants (PDA's) and/or accessories, televisions, sports gear whilst in use, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china;
 - c) due to wear and tear, denting or scratching, moth or vermin;
 - d) of **valuables** left as checked-in baggage.
- 6) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in,
- 7) for **valuables** stolen from an unattended vehicle.
- 8) for **personal baggage** stolen from:
 - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, and there was evidence of forcible and violent entry or,
 - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am;
- 9) for any shortages due to error, omission or depreciation in value;
- 10) for any property more specifically insured or recoverable under any

other source;

11) for loss of jewellery (other than wedding rings) while swimming, or partaking in **Hazardous Sports and Activities**;

12) for anything mentioned in the General Exclusions.

SECTION 9 – LOSS OF PASSPORT/DRIVING LICENCE EXPENSES YOU ARE COVERED

Up to £500 for reasonable additional travel or accommodation expenses **you** incur abroad in obtaining a new passport/driving licence, if **your** passport or driving licence is lost or stolen.

YOU ARE NOT COVERED

1) if **you** do not exercise reasonable care for the safety or supervision of **your** passport/driving licence;

2) if **you** do not obtain a written police report within 24 hours of the loss;

3) for loss, destruction or damage arising from confiscation or detention by customs or other officials or authorities;

4) for anything mentioned in the General Exclusions.

SECTION 10 – PERSONAL PUBLIC LIABILITY

YOU ARE COVERED

Up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages which were caused by an accident that happened during the trip, leading to a claim being made against **you** for:

1) accidental bodily injury to a person who is not a member of **your** family, household or employed by **you**;

2) loss of or damage to any property which does not belong to, or is not in the charge or control of **you**, or any member of **your** family, household or employee;

3) damage to **your** temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

YOU ARE NOT COVERED FOR

1) fines imposed by a Court of Law or other relevant bodies;

2) anything caused directly or indirectly by:

a) liability which **you** are responsible for, because of an agreement that was made;

b) injury, loss or damage arising from:

i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, bicycles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport);

ii) the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings;

iii) the carrying out of any trade or profession;

iv) racing of any kind;

v) any deliberate act;

c) liability covered under any other insurance policy;

3) anything mentioned in the General Exclusions.

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

SECTION 11 – LEGAL EXPENSES

This part of the policy sets out the cover **we** provide in total, per Insured Journey to an Insured Person in relation to **Costs and Expenses**.

DAS Legal Expenses Insurance Company Limited manages and controls all claims under this section.

Definitions applicable to this section (in addition to the Words with Special Meaning Section)

Representative – The lawyer or other suitably qualified person who has been appointed by **us** to act for an **Insured Person** in accordance with the terms of this section.

Costs and Expenses

(a) **Legal Costs** – all reasonable and necessary costs chargeable by the **Representative** on a standard basis.

(b) **Opponents' costs** – **we** will also pay the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **our** agreement.

Date of Occurrence – the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **Date Of Occurrence** is the date of the first of these events.

WHAT IS COVERED

We agree to provide the insurance in this section, as long as:

(a) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**; and

(b) any legal proceedings will be dealt with by a court, or other body which **we** agree to ; and

(c) for civil claims, it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence;

2) for all insured incidents, **we** will help in appealing or defending an appeal as long as the **Insured Person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **Costs and Expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful;

3) **we** will only pay the **Legal Costs** charged by a **Representative** appointed by **us**;

4) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £15,000. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **Insured Person**;

INSURED INCIDENTS

1) **Bodily Injury** – **we** will pay reasonable **Costs and Expenses** to pursue an **Insured Person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured Person** occurring outside **your home country**, to recover damages or compensation.

WHAT IS NOT COVERED UNDER BODILY INJURY

A claim relating to:

1) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or

2) defending an **Insured Person's** legal rights, but defending a counter-claim is covered.

YOU ARE NOT COVERED IN THIS SECTION FOR

1) a claim reported to **us** more than 180 days after the **Insured Person** should have known about the insured incident;

2) an incident or matter arising before the start of this section;

3) **Costs and Expenses** incurred before **our** written acceptance of a claim;

- 4) fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority;
- 5) a legal action that an **Insured Person** takes which we or the **Representative** have not agreed to, or where an **Insured Person** does anything that hinders us or the **Representative**;
- 6) a claim relating to written or verbal remarks which damage an **Insured Person's** reputation;
- 7) a dispute with us or British Airways not otherwise dealt with under Condition 6;
- 8) an application for judicial review;
- 9) any **Costs and Expenses** that are incurred where we agree a contingency fee arrangement with the **Representative**;
- 10) any claim against us, our agent, tour operator or travel agent.

Conditions applying to Section 11

- 1 a) We can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time.
We can negotiate any claim on behalf of an **Insured Person**.
b) The **Insured Person** is free to choose a **Representative** (by sending us a suitably qualified person's name and address) if:
 - i) we agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings; or
 - ii) there is a conflict of interest.We may choose not to accept the **Insured Person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.
c) In all circumstances except those in 1(b) above, we are free to choose a **Representative**.
d) Any **Representative** will be appointed by us to represent an **Insured Person** according to our standard terms of appointment. The **Representative** must co-operate fully with us at all times.
e) We will have direct contact with the **Representative**.
f) An **Insured Person** must co-operate fully with us and the **Representative** and must keep us up to date with the progress of the claim.
g) An **Insured Person** must give the **Representative** any instructions that we require.
- 2) a) An **Insured Person** must tell us if anyone offers to settle a claim.
b) If an **Insured Person** does not accept a reasonable offer to settle a claim, we may refuse to pay further **Costs and Expenses**.
c) We may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 3) a) An **Insured Person** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if we ask for this.
b) An **Insured Person** must take every step to recover **Costs and Expenses** that we have to pay, and must pay us any **Costs and Expenses** that are recovered.
- 4) If the **Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses the **Representative**, the cover we provide will end at once, unless we agree to appoint another **Representative**.
- 5) If an **Insured Person** settles a claim or withdraws it without our agreement, or does not give suitable instructions to a **Representative**, the cover we provide will end at once and we will be entitled to reclaim any **Costs and Expenses** we have paid.

6) If we and an **Insured Person** disagree about the choice of **Representative**, or about the handling of a claim, we and the **Insured Person** can choose another suitably qualified person to decide the matter. We and the **Insured Person** must both agree to the choice of this person in writing. Failing this, we will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

7) We may, at our discretion, require the **Insured Person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **Insured Person** and us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.

8) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

SECTION 12 – SCHEDULED AIRLINE FAILURE

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by a consortium of Association of British Insurers member Companies.

YOU ARE COVERED

Up to £4,000 in total for each insured person named on the Invoice and Airline ticket for:

- 1) irrecoverable sums paid in advance in the event of insolvency of the scheduled airline 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 insured person in replacing that part of the flight arrangements to a similar standard to that originally booked, or;
 - b) if **curtailment** of the holiday is unavoidable – the cost of return flights to the **United Kingdom** or any European Union member country to a similar standard to that originally booked.

PROVIDED THAT, in the case of a) and b) above, where practicable the insured person shall have obtained the approval of the Insurer prior to incurring the relevant costs by contacting the Insurer as set out on page 2.

YOU ARE NOT COVERED FOR

- 1) scheduled flights not booked within the **United Kingdom**;
- 2) scheduled flights not booked through a bonded travel agent or direct with a scheduled airline;
- 3) any costs resulting from the insolvency of:
 - a) any scheduled airline which is insolvent or in respect of which any prospect of insolvency is known at the date of issue of the Certificate;
 - b) any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
- 4) the failure of any travel agent, tour operator, booking agent or consolidator with whom the insured person has booked a scheduled flight to meet any obligations under such booking;
- 5) any loss for which a third party is liable or which can be recovered by other legal means.

SECTION 13-MOTOR BREAKDOWN ON YOUR OUTWARD JOURNEY YOU ARE COVERED FOR

Reimbursement for one of the following if the private vehicle **you** are travelling in to get **you** to **your** outward departure point from **your home country** breaks down, or it is involved in a road accident, after leaving **your home** to begin **your** journey:

1) Vehicle breakdown

The call-out charge for a repairer to come out to **your** vehicle, and up to one hour's labour charges, for temporary repairs at the roadside, provided there is a reasonable chance of making **your** vehicle roadworthy and that any warranty (a guarantee) applying to **your** vehicle is not put at risk;

or

2) Vehicle recovery

If **your** vehicle cannot be repaired at the roadside, the cost for it to be taken to **your home**, or to a specialist repairer, or, if **your** vehicle is under warranty, to a franchised dealer.

YOU ARE NOT COVERED FOR

- 1) costs that **we** have not agreed to;
- 2) costs or expenses for a journey within the **United Kingdom**, unless it involves air travel;
- 3) costs or expense if **your** vehicle is:
 - a) not serviced to the Manufacturer's recommendation;
 - b) not kept in a safe and roadworthy condition;
 - c) over 15 years old;
 - d) insured under any other Motoring Breakdown policy or a Motoring Breakdown section of another policy;
 - e) anything mentioned in the General Exclusions.

SECTION 14 – SKI EQUIPMENT

This section of cover is only applicable if the appropriate winter sports premium has been paid for a Single Trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy.

YOU ARE COVERED

1) SKI EQUIPMENT

Up to £750 for the value or repair of **your** own **ski equipment** (after making proper allowance for wear and tear and depreciation) or hired **ski equipment**, if they are lost, stolen or damaged during **your** trip, limited to £250 for any one item.

2) SKI HIRE

For £15 per day up to a maximum of £300 in all for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss, theft or damage of **your** own **ski equipment** during the period of Insurance.

3) DELAYED SKI EQUIPMENT

Up to £100 towards the cost of hiring replacement **ski equipment** necessities, if **your** own **ski equipment** is delayed in reaching **you** on **your** outward journey for at least 10 hours and **you** have a written report from the carrier (i.e. airline, shipping company etc.) or tour representative. Receipts will be necessary in the event of a claim.

YOU ARE NOT COVERED

- 1) for the first £75 of each and every incident per each insured person involved in the incident (not applicable to 2 and 3 above);

- 2) if **you** do not exercise reasonable care for the safety and supervision of **your** own or **your** hired **ski equipment**;
- 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **your** own or **your** hired **ski equipment**;
- 4) if **your** own or **your** hired **ski equipment** is 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 Carrier's Report (or Property Irregularity Report in the case of an airline), if **you** are unable to obtain one immediately;
- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **your** own or **your** hired **ski equipment** stolen from:
 - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and was covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle was parked within sight of **you**), and there was evidence of forcible and violent entry;
 - b) an unattended vehicle (other than motorcaravans) left for any period between the hours of 8pm and 8am.
- 7) for anything mentioned in the General Exclusions.

SECTION 15 – SKI PACK

This section of cover is only applicable if the appropriate winter sports premium has been paid for a Single Trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy.

YOU ARE COVERED

Up to £20 per day up to a maximum of £300 in all for the unused portion of **your ski pack** costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** in the resort as being unable to ski and unable to use the **ski pack** facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused items.

YOU ARE NOT COVERED

- 1) for claims that are not confirmed as medically necessary by ETI Emergency Assistance Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to ski and unable to use the **ski pack** facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 3) for anything mentioned under the General Exclusions.

SECTION 16 – PISTE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid for a Single Trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy.

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

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

YOU ARE COVERED

- 1) for a benefit of £20 per day towards the costs **you** have to pay to travel to another resort, up to a maximum of £300 or
 - 2) for a benefit of £20 for each full day **you** are unable to ski up to a maximum of £300, if **your** resort stays closed and there is no other resort available,
- for as long as these conditions exist at the resort, but not exceeding the pre-booked period of insurance of **your** trip.

YOU ARE NOT COVERED

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

SECTION 17 – AVALANCHE CLOSURE

This section of cover is only applicable if the appropriate winter sports premium has been paid for a Single Trip policy. Up to 17 days winter sports cover is automatically included during the period of insurance under an Annual Multi-Trip policy.

YOU ARE COVERED FOR

Up to £200 for reasonable additional travel and accommodation expenses necessarily incurred to reach **your** booked destination if, as a direct result of an avalanche, **your** transfer from or to **your** pre-booked resort is delayed.

YOU ARE NOT COVERED

- 1) for anything mentioned under **YOU ARE NOT COVERED** of Section 3 – Missed Departure;
- 2) for anything mentioned in the General Exclusions.

SECTION 18 – WEDDING COVER

This section is optional and is only applicable for Weddings abroad where the appropriate additional premium has been paid.

Definitions Wedding Cover

You/your – Each insured person/couple

Wedding attire – dress, suit, shoes etc. brought specifically for the occasion and make-up, hairstyling and flowers paid for or bought for the occasion

Note: the remaining definitions detailed in your policy will apply where applicable

1) WEDDING RINGS

YOU ARE COVERED

Up to £250 for the value or repair of **your** wedding ring taken on **your** trip if it is lost, damaged or destroyed during the trip.

YOU ARE NOT COVERED

For the first £50 for each incident for each insured person

2) WEDDING GIFTS

YOU ARE COVERED

Up to £1,000 per insured couple for the value or repair of **your** wedding gifts taken on **your** journey, if they are lost, damage or destroyed on the trip. Limited to £300 for single and/or pair or set of articles.

YOU ARE NOT COVERED

For the first £50 or each and every incident per each insured couple

3) WEDDING ATTIRE

YOU ARE COVERED

Up to £1,500 per insured couple to:-

- a) repair the damaged item(s) or
- b) purchase similar replacement items

if **your** wedding attire which is specifically to be worn by **you** on **your** wedding day is lost, damaged or destroyed during the trip.

Note: – Proof of the existence of the lost or damaged item will be required, together with receipts of the repairs detailing the extent of the damage, and receipts for the replacement items. In the event of the replacement items being purchased, the damaged items should be kept and produced in the event of a claim.

YOU ARE NOT COVERED

For the first £50 of each and every incident per each insured couple

4) WEDDING PHOTOGRAPHS OR VIDEO RECORDING

YOU ARE COVERED

Up to £750 in all per insured couple for the reasonable additional cost **you** incur to reprint the photographs or retake the video recording, if the professional photographer who was prebooked to take the photographs or video recording on **your** wedding day is unable to fulfil such obligations due to illness or injury or if the photographs or video recording of the wedding day taken by a professional photographer are lost, damaged or destroyed within 14 days after the wedding day and whilst **you** are still at the holiday honeymoon location.

YOU ARE NOT COVERED

For the first £50 of each and every incident per each insured couple.

Note for sections 1,2, 3 and 4 of the Wedding Cover

- a) in the event of a claim in respect of a pair or set of articles we will be liable only for the value of that part of the pair that is lost, stolen or damaged
- b) settlement of any claim will take into account depreciation of value due to age wear and tear

For sections 1,2, 3 and 4 of the Wedding Cover

YOU ARE NOT COVERED

- 1) If **you** do not exercise reasonable care for the safety and supervision of your property;
- 2) if **you** do not obtain a written police report within 24 hours of the discovery in the event of lost, burglary or theft of **personal baggage** or **valuables**;
- 3) if you do not obtain a written carriers report if your **personal baggage** is lost or damage in transit (or a property irregularity report in the case of an airline);
- 4) for lost destruction, damage or theft:-
 - a) from confiscation or detention by customs or other officials or authorities
 - b) of documents of any kind, tents, antiques, musical instruments, pictures, portable telephones, computers and or accessories, televisions, pedal cycles, dinghies, boats and/or ancillary equipment, glass or china;
 - c) due to wear and tear, denting or scratching, moth or vermin;

- d) of **valuables** left as checked in baggage;
- 5) for mechanical breakdown, derangement or for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in;
- 6) for **valuables** stolen from an unattended vehicle;
- 7) for anything stolen from:
 - a) an unattended vehicle, unless it was in the locked glove compartment, or rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, and there is evidence of forcible and violent entry or,
 - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
- 8) for any shortages due to error, omission or depreciation in value;
- 9) for any property more specifically insured or recoverable under any other source;
- 10) for anything mentioned in the General Exclusions.

SECTION 19 – GOLF COVER

This section is optional and is only applicable where the appropriate additional premium has been paid

1) LOSS OF GOLF EQUIPMENT

YOU ARE COVERED

Up to £1,500 for the value or repair of any of **your** own **golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, which is lost, stolen, damaged or destroyed. Limited to £250 per single item.

2) HIRE OF GOLF EQUIPMENT

YOU ARE COVERED

For £75 per day up to a maximum of £375 for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss, theft or damage of your own **golf equipment** during the period of insurance.

3) DELAYED GOLF EQUIPMENT

YOU ARE COVERED

Up to £125 for the purchase of essential replacement **golf equipment** if **your** own **golf equipment** is temporarily lost for more than 12 hours on **your** outward journey.

For sections 1,2 and 3 of the Golf Cover

YOU ARE NOT COVERED

- 1) for the first £50 of each and every incident per each insured person involved in the incident (not applicable to Section 3) of the **Golf Cover**;
- 2) if **you** do not exercise reasonable care for the safety and supervision of your own or your hired **golf equipment**;
- 3) if **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **your** own or **your** hired **golf equipment**;
- 4) if **your** own or **your** hired **golf equipment** is 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 carriers report (or Property Irregularity Report in the case of an airline), if **you** are

unable to obtain one immediately.

- 5) for loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities;
- 6) for **you** own or **your** hired **golf equipment** stolen from:
 - a) an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
 - b) an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
- 7) for anything mentioned in the General Exclusions.

4) LOSS OF GREEN FEES

YOU ARE COVERED

Up to £75 per day up to a maximum of £375 in all for the unused portion of **your** Green Fees costs paid for or contracted to be paid for before **your** trip commenced, where **you** do not **curtail** the trip, but are certified by a **medical practitioner** as being unable to golf and use the golf facilities because of serious injury or illness occurring during the trip and where there is confirmation that no refund is available for the unused green fees.

For section 4 of the Golf Cover

YOU ARE NOT COVERED

- 1) for claims that are not confirmed as medically necessary by the ETI Emergency Service and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities;
- 2) for anything mentioned under **YOU ARE NOT COVERED** of Section 6 – Medical Emergency Expenses;
- 3) for anything mentioned in General Exclusions.

5) HOLE IN ONE

YOU ARE COVERED

For a benefit of £50 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course.

NOTE – This benefit of £50 will only be payable once in any game.

For section 5 of the Golf Cover

YOU ARE NOT COVERED

- 1) if **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed;
- 2) or anything mentioned in the General Exclusions.

GENERAL EXCLUSIONS

YOU ARE NOT COVERED FOR

Anything directly or indirectly caused by:

- 1) **your** suicide, deliberately injuring yourself, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life);
- 2) **you** being diagnosed as suffering from anxiety or depression or any psychiatric condition before **you** apply for insurance;
- 3) professional or organised sports, winter sports, (unless the appropriate premium has been paid for a Single Trip Winter Sports policy or **you** have an

Annual Multi-Trip policy under which 17 days Winter Sports cover is provided), racing, speed or endurance tests, scuba diving to a depth greater than 30 metres or scuba diving without a qualified instructor, **hazardous activities and sports** (except as detailed on page 8);

4) air travel (other than as a fare-paying passenger on a regular scheduled airline or licenced charter aircraft);

5) air travel within 24 hours of scuba diving;

6) bankruptcy/liquidation of any tour operator, travel agent or transportation company;

7) any other loss connected to the event **you** are claiming for, unless we provide cover as detailed in this policy;

8) any claim arising from sexually transmitted infections;

9) any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused;

10) a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power; or

b) any act of terrorism;

an act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;

c) any loss, damage, cost or expense of any nature that results from or is in connection with anything mentioned in a) and/or b) above regardless of any other cause or event or sequence of events or any action taken in controlling, preventing or suppressing anything mentioned in a) and/or b) above;

you are responsible for proving why this Exclusion, in whole or in part, should not be applied. If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it will remain in force and effect;

11) loss or damage to any property and expense or legal liability; directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel;

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

12) **you** riding on a motorcycle, quad bike or any mechanically assisted cycle with an engine capacity in excess of 125cc and in any event if **you** fail to wear a crash helmet;

13) **you** driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy;

14) cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated **your** admittance into hospital;

15) mountaineering or rock climbing, ordinarily necessitating the use of picks, ropes or guides, or pot-holing;

16) **your** manual work or hazardous occupation of any kind (this does not apply to Section 1 – Cancellation);

17) taking part in dangerous expeditions or the crewing of a vessel outside

European waters;

18) any payment which **you** would normally have made during **your** travels, if nothing had gone wrong;

19) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date (this exclusion does not apply to claims made under Section 5 – Personal Accident, Section 6 – Medical Emergency Expenses and Section 7 – Medical Inconvenience Benefit;

20) off-piste skiing except whilst under the supervision of a qualified guide/instructor;

21) ski jumping, mono skiing, ice hockey, the use of skeletons or bobsleighs;

22) ski or ski bob racing in International and National events and their heats and officially organised practice or training for these events;

23) **you** not following any suggestions or recommendations made by any government or other official authority during the period of insurance;

24) **you** being involved in any malicious, reckless, illegal, or criminal act.

CONDITIONS

1. No payment will be made under Sections 1, 2, 5, 6, 7, 11 or 15 without appropriate medical certification.

2. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.

3. In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **our** expense.

4. **You** must take all reasonable steps to recover any lost or stolen article.

5. If any claim is found to be fraudulent in any way this policy will not apply and all claims will be forfeited.

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

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

8. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.

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

10. It is a condition of this insurance that all material facts have been disclosed to **us**, failure to do so may invalidate this insurance leaving **you** with no right to make a claim.

11. If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.

12. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

COMPLAINTS PROCEDURE

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy, should be addressed to the appropriate company listed below. 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 10 and 13 to 19

Managing Director,
Optimum Underwriting Limited,
19 Bartlett Street,
Croydon, CR2 6ET

FOR SECTION 11 – LEGAL EXPENSES

Managing Director,
DAS Legal Expenses Insurance Company Limited,
DAS House,
Quayside,
Temple Back,
Bristol BS1 6NH

FOR SECTION 12 – SCHEDULED AIRLINE FAILURE

The Customer Services Manager,
International Passenger Protection Limited,
IPP House,
22-26 Station Road,
West Wickham,
Kent BR4 0PR

FOR SECTIONS 1 to 11 and 13 to 19

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

Managing Director,
ETI International Travel Protection,
Albany House,
14 Bishopric,
Horsham,
West Sussex RH12 1QN

FOR SECTION 12 - SCHEDULED AIRLINE FAILURE

Policyholder and Market Assistance,
Lloyd's,
One Lime Street,
London LC3N 7HA
email: complaints@lloyds.com

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.

Republic of Ireland residents should refer any dispute to the Insurance Ombudsman of Ireland, 32 Upper Merrion Street, Dublin 2, Ireland.



ETI

Emergency Medical Assistance

Referential

The ETI Emergency Assistance Service provides immediate help in the event of your illness or injury arising outside **your home country** – they provide 24 hour multi-lingual emergency service 365 days a year and can be contacted by telephone, or fax.

USA PPO Network provider: HAA Preferred Partners

Fax: +44 (0) 1444 440017

Please carry this card with you at all times.

Arranged by



Underwritten by Optimum Underwriting Limited on behalf of Europäische Reiseversicherung AG, Munich, Germany (ETI).

ETI is licensed by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, www.bafin.de) approved by the Financial Services Authority (FSA, www.fsa.gov.uk) to undertake insurance business in the United Kingdom and approved by the Irish Financial Services Regulatory Authority (IFSRA, www.ifsra.ie) to undertake insurance business in the Republic of Ireland.

British Airways plc is an Appointed Representative of Preferential Insurances Services Limited.

Preferential Insurance Services Limited and Optimum Underwriting Limited are regulated by the Financial Services Authority.

Optimum Underwriting Limited and ETI are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations. Full details are available from the FSCS at www.fscs.org.uk, or telephone 0207 892 7300.

Optimum Underwriting Limited Registered Office:
17 Devonshire Square, London EC2M 4SQ.
Registered in England No. 3805719.

For details of the Euro-Center network and service, see page 3 of this Policy. Information regarding Euro-Center can be obtained from www.euro-center.com or www.travel-insurance.com or via the Claims Service.


BRITISH AIRWAYS


Name

Policy Number

Emergency Medical Assistance
Telephone: +44 (0) 1444 453999

BRITISH AIRWAYS plc

OUR TERMS OF BUSINESS

In these Terms of Business references to “we” or “us” are to British Airways plc (company registered number 01777777) whose registered offices are at Waterside, PO Box 365, Harmondsworth, West Drayton, Middlesex UB7 0GB.

Please note that these Terms of Business contain important information, which we are required to give to you by the Financial Services Authority.

We recommend that you carefully read these Terms of Business as they apply to the services, which we will provide to you. Please contact us if there is anything in these terms that you do not understand or with which you disagree.

1. Who Regulates us

- 1.1 We are the Appointed Representative of Preferential Insurance Services Limited which is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates intermediaries such as ourselves. It requires us to give you this document. Use this information to decide if our services are right for you.
- 1.2 Preferential Insurance Services Limited's FSA Register number is 308047.
- 1.3 The permitted business of Preferential Insurance Services Limited is arranging general insurance contracts.
- 1.4 The above information is available to check on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

2. Our Products

- 2.1 We only offer British Airways Travel Insurance policies from a single insurance company.
- 2.2 We only sell travel insurance policies on the BA ie. website to individuals resident in the United Kingdom, Channel Islands, Isle of Man, and the Republic of Ireland.
- 2.3 We do not provide advice or recommendation on different policies from any other insurer. Accordingly, we do not provide advice on whether the policies we sell may be more or less suitable for your needs than those provided by other insurers. We may ask some questions to narrow down the selection of policies that we may make available to you but you will need to make your own choice as to whether or not the policy offered is most suitable for you.
- 2.4 In issuing a Policy to you we are acting as the agent of the Insurer.
- 2.5 Your Policy documentation will confirm the basis of the cover, give details of the Insurer and be accompanied by a Policy Summary.

3. Terms of Payment

- 3.1 Quotations are valid for 28 days. If you decide you want to propose insurance based on our quotation, then we will ask you to confirm the information you have provided.
- 3.2 When you propose insurance based on our quotation, you are not insured until you receive confirmation from us that we have accepted your payment and

proposal. The decision as to whether to offer and/or accept your proposal of insurance is at our discretion.

3.3 In the absence of any alternative terms which we agree with you in writing, we require full payment in cleared funds of the premium on or before the inception date of the Policy or in the case of renewals, any renewal date.

3.4 You will only pay premiums relating to the Policy. We do not charge fees in addition for the provision of our services.

4. Cooling Off Period

4.1 Once we have received your payment, if you then decide that you do not wish to accept the Policy, notify us in writing within 14 days of receipt and, provided you have not taken a trip to which the insurance applies and you have not made a claim, we will refund the premium paid by you.

5. Changes to Your Cover

5.1 We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a Public Holiday or a weekend. Sometimes changes cannot be processed without obtaining additional information. If such information is required, we will contact you as soon as possible. We will confirm changes to your policy to you, once agreed. We will also advise you of any extra premiums you must pay, or premiums we must return to you.

6. Receipt of Instructions

6.1 We do not consider instructions to arrange, or change cover sent to us by post, electronic mail, or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our office. We do not accept responsibility for instructions that do not reach us due to failures in the postal, electronic, or communication systems.

7. Copy Policy Documentation

7.1 A copy of all our Policy Documentation is available on request, and can be downloaded from our website.

8. Disclosure of Material Information

8.1 Failure to disclose all material information or any subsequent change in the information advised (i.e. information likely to influence the assessment of the risk) could invalidate the Policy. If you are in doubt whether any information is material it should be disclosed.

8.2 You must disclose to us, before the Policy is concluded, any fact or circumstance which is known to you (or which ought to be known to you) which is material to the risk. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he would take the risk.

8.3 Should you not act with good faith or fail to disclose any material fact or circumstance to the Insurer, the Insurer may avoid the Policy.

9. Fraud Prevention

9.1 In order to prevent and detect fraud we may at any time:

- 9.1.1 share information about you with other organisations and public bodies including the Police;
- 9.1.2 check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we and/or the Insurer suspect fraud, we and/or the Insurer will record this;
- 9.1.3. share information about you with other insurance companies, either directly or through a number of databases.

9.2 We and/or the Insurer will give your information to a regulatory body if they make an official request.

10. IMPORTANT INFORMATION RELATING TO RENEWING POLICIES

10.1 Your Annual Multi-Trip policy will not be automatically renewed. We will use reasonable endeavours to notify you not later than 21 days prior to the renewal date that your policy is due for renewal.

11. How We Hold Premiums

11.1 The Insurer has agreed that premiums that we receive from you that are payable to the Insurer are held by us as agents on behalf of the Insurer. We do not hold any monies as agent on your behalf.

12.0 Claims

12.1 Your Policy Documents will give you details of whom to contact in order to make a claim. If this information is not provided, or you require assistance, please contact us. We will then advise you as to what action is required and by whom. You will be required to provide full details of your claim. You will be advised as to how you should do this. When we deal with a claim we will always be acting on behalf of the Insurer.

12.2 You must notify the Insurer as soon as possible of a claim or circumstances which may give rise to a claim.

12.3 We will provide you with all reasonable assistance in submitting a claim and seeking to obtain reimbursement for you. However, in the event that the Insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts or outstanding or unresolved claims.

13. Confidentiality and Data Protection

13.1 In order to provide you with our policies or services, we need to collect and process sensitive personal information (such as information regarding the state of your health) and other personal information about you and others who may be a party to the product you wish to purchase. We will only use this sensitive personal data for the specific purpose for which you provide it. Please ensure that you only provide us with sensitive information about other people with their express agreement.

13.2 We will however use and disclose the personal information we have about you in the course of arranging, placing and administering your insurance policy. This may involve passing information about you to insurers, other intermediaries, risk

management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance policy.

14. Complaints

14.1 We always aim to give fair and courteous service at all times but we recognise that sometimes you may feel unhappy with us and need to complain. To help us improve we appreciate your honesty in telling us about your experiences of our service.

14.2 If you complain we will endeavour to acknowledge your complaint within 5 working days of receipt. Once an assessment and full investigation of your concerns has been made, we will respond with a decision within 20 working days.

14.3 Any complaint about our service should be made to British Airways Holidays, Astral Towers, Betts Way, London Road, Crawley, West Sussex RH10 9XA.

If you are then dissatisfied with the way your complaint has been handled, please contact The Managing Director, Preferential Insurance Services Ltd, 19 Bartlett Street, South Croydon CR2 6TB. Please quote your policy number, or any other reference, in any correspondence, as this is most helpful.

If, after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction, please contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands E14 9SR.

14.4 Our Complaints Procedure does not affect your legal rights.

14.5 Any complaint you may have regarding your policy, or a claim notified under your policy, should be addressed as detailed on page 28 of your policy booklet.

15. No Waiver and Amendments

15.1 A failure at any time by us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. No amendment or variation of these Terms of Business requested by you shall be valid unless confirmed in writing by our duly authorised officer or employee. We reserve the right to amend these Terms of Business at any time (including for the avoidance of doubt during the term of your insurance) by giving you not less than 7 days notice. We may freely assign or delegate all or any part of these Terms of Business or the services to any third party.

16. Prior Agreements and Acceptance

16.1 These Terms of Business supersede all proposals, prior discussions and representations (whether oral or written) between us relating to the arranging and administration of your travel insurance policy. These Terms of Business constitute an offer by us to arrange and administer your travel insurance. You are deemed to accept our offer to act on the basis of these Terms of Business by conduct upon you instructing us to arrange, renew or otherwise act in connection with the issue of a travel insurance policy to you, unless you notify us otherwise.

17. Governing Law

17.1 These Terms of Business are governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of, or in connection with these Terms of Business, the parties submit to the non-exclusive jurisdiction of the English Courts.