



Travel Insurance

# Policy Wording

JOURNEYMAN SERVICES LTD

Underwritten by  
Optimum Global Insurance Company

# Emergency Assistance provided by AXA PPP Healthcare Ltd

In the event of a medical emergency which may require treatment, hospitalisation or emergency repatriation contact AXA PPP Healthcare Ltd, immediately on the number detailed below quoting your individual Certificate Number.

This does not guarantee that medical insurance is still in force.

Multi-lingual service available 24 hours a day 365 days a year

## **Direct Payments:-**

In most cases involving hospitalisation AXA PPP Healthcare Ltd will make direct payments locally.

The hospital or clinic should therefore invoice AXA PPP Healthcare Ltd for payment. This will relieve you of the need to use your own money to meet these costs.

## **Air Repatriation:-**

In the event of hospitalisation and/or the need for repatriation, AXA PPP Healthcare Ltd must be contacted within 24 hours or as soon as possible.

All repatriations must be approved and arranged by AXA PPP Healthcare Ltd.



# Important contact numbers

**Whether at home or abroad please remember that we are readily available to help you deal with membership queries or make a claim. For medical emergencies, our telephone service is available 24 hours a day, 365 days a year.**

**AXA PPP Healthcare - International Emergency Medical Assistance**

**+44 (0) 1892 7725 75**

Open 24 hours a day, 365 days a year

You have the reassurance of knowing that worldwide medical advice and help in an emergency is just a phone call away.

**Email – [Partners.Health@axa-ppp.co.uk](mailto:Partners.Health@axa-ppp.co.uk)**

This email address should be used to arrange pre-authorisation for planned day-patient or in-patient admissions.

**Journeyman Travel Team**

**+44 (0) 1594 839333**

Monday to Friday: 9am – 5pm

Our travel insurance specialists are available to help with any matters relating to your policy – including amendments, change of address or adding family members.

**Email – [info@jsl.uk.com](mailto:info@jsl.uk.com)**

**Optimum Global International Travel Claims Helpline**

**+44 (0) 207 917 6247**

Monday to Friday: 9am – 5pm

**Email – [claims@optimumglobal.com](mailto:claims@optimumglobal.com)**

To make a claim, please ensure you submit your claim within 31 days of returning either to your home country or country of residence.

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# Summary of benefits

| Section  | Limit (up to)  | Excesses   |
|--|--|--|
| <b>1. Cancellation &amp; Curtailment</b>   | £6,500   | £55  |
| <b>2. Medical and related expenses</b><br><b>Hospital Benefit</b>  | £6,500,000<br>£30/ 24 hours Max £650   | £55<br>Nil   |
| <b>3. Evacuation and Repatriation</b>  | £6,500,000 (as part of overall policy maximum for medical expenses above)                    | Nil  |
| <b>4. Baggage &amp; Personal Effects</b><br>Single item limit, Pair or Set<br>Valuables<br>Money<br>Cash (children under 18)<br>Cash (adults/teachers)<br>Loss of Passport<br>Baggage Delay                | £2,500<br>£350<br>£350<br>£1,300<br>£195<br>£975<br>£350<br>£150 per 12 hours Max£300        | £55<br>£55<br>£55<br>£55<br>£55<br>£55<br>£55<br>Nil |
| <b>5. Travel delay</b><br><br>Abandonment<br>Missed departure  | £100 first 12 hours, then £75 for each subsequent 12 hours, Max £250<br><br>£6,500<br>£1,300 | Nil<br><br>£55<br>£55                                |
| <b>6. Personal Accident</b><br>• Death<br>• Loss of one or limbs<br>• Loss of one or more eyes<br>• Loss of thumb or big toe<br>• Loss of other fingers/toes<br>• Permanent Total Disablement              | £25,000<br>£25,000<br>£25,000<br>£ 5,000<br>£ 3,000<br>£25,000                               | Nil<br>Nil<br>Nil<br>Nil<br>Nil<br>Nil               |
| <b>7. Personal Liability</b>   | £2,500,000   | £55  |
| <b>8. Legal Expenses</b>   | £13,000  | Nil  |
| <b>9. Hijack</b>   | £65/24 hours, Max £650   | Nil  |
| <b>10. Mugging</b>   | £65/24 hours inpatient, Max £650   | Nil  |
| <b>11. Catastrophe cover</b>   | £ 1,300  | Nil  |
| <b>12. Optional Winter Sports cover*</b><br>• Winter sports equipment<br>• Ski Pack<br>• Avalanche/Weather delay<br>• Piste Closure<br><br>*Cover available when optional additional premium has been paid | £5,200<br>£650<br>£30/ 24 hours, Max £250<br>£25/ 24 hours, Max £250                         | £55<br>Nil<br>Nil<br>Nil                             |

This Policy is evidence of the contract between You and Us. We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period of Insurance within the Geographical Limits. Words and expressions, to which specified meaning have been given in any part of the contract, have such meanings wherever they may appear.

## NOTICE CONCERNING PERSONAL INFORMATION

By purchasing insurance underwritten by Optimum Global Insurance Company Limited, you provide your consent for the collection, use and disclosure of personal information, including that previously collected, in accordance with the Data Protection ( Bailiwick of Guernsey) Law, 2001.

# Optimum Global Insurance Company Limited Policy Holder's Complaint Protocol

We hope that you will be pleased with the policy you have purchased, however if You have a complaint with any aspect of your policy, you may contact the broker/agent who arranged Your policy for You. Should You be dissatisfied with the outcome of Your broker's resolution, please submit Your written complaint to:

The Managing Director  
Optimum Global Limited  
4th Floor, 21 Perrymount Road  
Haywards Heath  
West Sussex  
RH16 3TP

If you are still not satisfied you may write to;

The Managing Director,  
Optimum Global Insurance Company Limited  
Level 5, Mill Court, La Charroterie,  
St Peter Port, Guernsey, GY1 1EJ.

On the rare occasion that we are not able to settle your complaint ourselves, you may also refer your complaint to the Guernsey Financial Services Commission at :-

P.O. Box 128,  
Gategny Court,  
Gategny Esplanade,  
St Peter Port  
Guernsey,  
GY1 3HQ

Telephone: + 44 – 1481 – 712706  
E-mail: [info@gfsc.gg](mailto:info@gfsc.gg)

On the rare occasions we are not able to settle your complaint ourselves, you may also refer your complaint to the Channel Islands Financial Ombudsman at;

Channel Islands Financial Ombudsman (CIFO)  
PO Box 114  
Jersey  
Channel Islands  
JE4 9QG

Email: [enquiries@ci-fo-org](mailto:enquiries@ci-fo-org)  
Website: [www.ci-fo.org](http://www.ci-fo.org)

Jersey Local phone: +44 1534 748610

Guernsey local Phone: +44 1481 722218

International Phone: +44 1534 748610

# Introduction

## Your Policy and Validation Certificate/Invoice

Here is your new Journeyman Policy document. The Validation Certificate/Invoice for this policy is separately enclosed. Please ensure that both documents are kept together and carried with you on your trip.

## Policy Underwriters

Optimum Global Insurance Company Limited will provide the services and benefits described in this Policy:

- During the Period of Insurance;
- Within the Geographical Limits;
- Subject to the Limits of Cover, and all other terms, conditions and exclusions contained in this Policy.

AND

- Subject to payment of the appropriate premium.

## Important Information

Details of cover are laid out in this Policy, which should be read in conjunction with Your Validation Certificate/Invoice, and We recommend that You read it to satisfy Yourself that this insurance meets Your requirements.

### Cancellation:

We hope You are happy with the cover this Policy provides. However, if after reading this Policy this Insurance does not meet with Your requirement, please return it to Your agent within 14 days of issue. We will refund your premium provided the request to cancel is received prior to the effective date of the coverage.

We shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insure shall be entitled to a proportionate rebate of premium in respect of the un-expired period showing on the Insurance.

### Reciprocal Health Agreement:

If You intend travelling to European Union countries We would advise You to obtain a European Health Insurance Card (previously known as form E111), which will entitle You to certain free health arrangements in European Union Countries.

When travelling to Australia or New Zealand We advise You to register under the National Medicare scheme of those countries if You have to go to hospital.

### Pre Existing Medical Conditions:

Please note that this insurance contains certain exclusions relating to existing health conditions that affect You, Your Travelling Companions or anyone upon whom Your travel plans may depend:

This insurance excludes any claim arising as a result of a condition deemed to be pre-existing at the time of effecting this Insurance and/or booking each Trip in respect of Annual multi Trip Policies. Pre-existing condition means any illness, injury, condition or symptom:

- a) For which treatment, or medication, or advice, or diagnosis has been sought or received within the past five years or was foreseeable by You, Your Travelling Companions or anyone upon whom your trip depends prior to the time of effecting this Insurance and/or booking of Your trip, or
- b) Which originated with reasonable medical certainty or was known to exist by You, Your Travelling Companions or anyone upon whom your trip depends within the five years prior to the effective date of this Insurance and/or booking of Your trip whether or not treatment, or medication, or advice or diagnosis was sought or received.

**Note:** The above exclusions apply not only to You, but to Close Relatives or other non-travellers on whom the Trip depends.

## What to do in the Event of a Medical Emergency

You should first check that the circumstances are covered by referring to the relevant section of Your Policy. Having done this, please contact the 24-hour helpline number listed on Page 1. Give Your name, Master Certificate Number and as much information as possible, together with a telephone or fax number where You can be contacted day or night.

In the case of a serious medical emergency, involving anyone covered by the Policy, notify Us as quickly as possible.

**To comply with the terms and conditions of this insurance You must contact AXA PPP Healthcare Ltd if you require inpatient treatment, MRI or CT scans, medical evacuation or repatriation. In the case of an emergency where You are physically prevented from contacting Us immediately, You or someone designated by You must contact us within 48 hours, otherwise we may not pay Your claim.**

The emergency service can be contacted twenty-four hours a day. The telephone number to call is listed on Page 2. Your call will be answered by an experienced assistance co-ordinator to whom You should give all relevant information.

Please ensure You have details of Your Policy before You telephone.

## Repatriation of patients

If, in the opinion of Our Medical Advisor, it would be preferable to repatriate a patient to Your Home, We will organise the repatriation. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.

**The decision on the method of repatriation will be at the discretion of Our Medical Team subject to consultation with the doctor in attendance.**

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

## Confirmation of payment

Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed, thus eliminating the necessity for You to make payments out of Your holiday funds.

Expenses incurred in providing the above facilities will be met up to the limits specified in this Policy. The operation and availability of the service will be governed by the same general terms, conditions and exclusion that appear in the Policy.

Claims relating to minor illnesses or accidents should be paid by You and reclaimed from Us within 30 days of returning from Your holiday.

## Definitions

Wherever the following words or phrases appear in Your Policy they will always have these same meanings. For Your convenience, these words and their meanings are shown in alphabetical order below:

### **Bodily Injury:**

Injury resulting directly from an accident caused by external violent and visible means.

### **Cash:**

Coins and notes that are legal tender in any country.

### **Close relative:**

Spouse or Common-Law Partner, parents, daughter, son (including legally adopted daughter/son), grandparents, brother, sister, parents-in-law, sons/daughters-in-law, brother/sisters-in-law, or fiancé (e) of an Insured Person.

### **Common-Law Partner:**

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months prior to the commencement of the Trip.

### **Consequential Loss:**

Any other loss, damage or additional expenses following on from the event for which You are claiming is not covered under this insurance. Examples of such loss, damage or additional expenses would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.

### **Curtailment/Cutting Short Your Trip:**

Your early return Home before the scheduled return date.

### **Excess:**

The amount You must pay as part of certain claims. This amount is per person and per section.

### **Family:**

The principal Insured Person, his/her spouse or Common Law Partner, and up to 4 dependent children under 21 in full-time education travelling with the principal Insured Person.

### **Geographical Limits:**

- 1 – Worldwide
- 2 – Worldwide excluding USA, Canada and the Caribbean. 3 - Europe

### **Hazardous Activities:**

Any sport or leisure activity other than those listed below, and then only when participating on an amateur basis: Archery, Badminton, Baseball, Basketball, Beach Games, Black Water Rafting (Grade 1-4), Bowls, Bungee Jumping (Max of 2 Jumps), Canoeing (excluding white water canoeing of any grade), Clay Pigeon Shooting, Cricket, Cycling (excluding BMX or mountain biking), Dinghy Sailing, Dry Skiing, Fell Walking, Fell Running, Fencing, fishing (excluding wade fishing), Football, Golf, Hiking (under 2,000m altitude), Horse Riding (excluding jumping, hunting, polo and racing), Hot Air Ballooning which has been booked prior to departure, Ice Skating, Jet Boating, Jet Skiing, Jogging, Marathon Running, Motorcycling up to 125cc (provided rider holds a full driving license and is wearing crash helmet), Netball, Orienteering, Paintballing (provided protective eye-wear and clothing are worn), Parascending (over water), Pony Trekking, Racquetball, Rambling (under 2,000m altitude), River Canoeing, Roller Skating, Roller Blading, Rounders, Rowing, Safari (if pre-booked through UK Operator, excluding the use of firearms), Sail Boarding, Sailing (within territorial limits), Scuba Diving up to 15m (excluding solo dives and no dives less than 24 hours before departure to Your Home), Skate Boarding, Snorkelling, Squash, Surfing, Tennis, Track Events, Trekking (under 2,000m altitude), Triathlon, Volleyball, Water Polo, Water Skiing, White Water Rafting (up to grade 4), Windsurfing, Yachting (inside territorial waters). If You are participating in an activity that is not listed above please call Journeyman Services Ltd on 01594 839333 and they may be able to arrange cover.

### **Hijack:**

The unlawful seizure or wrongful exercise or control of the aircraft or other conveyance or the crew thereof in which You are travelling as a passenger.

### **Home:**

Your usual place of residence.

### **Illness:**

An unhealthy condition of a body or mind necessitating the attendance of a medical practitioner.

### **Manual Work:**

Work involving the following or similar occupation: hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, work in the armed forces.

### **Money and Travel Documents:**

Cash, travel tickets, hotel vouchers, Green Card, Passports.

### **Pair or Set:**

Items of Personal Baggage associated as being similar, complementary or used together.

### **Period Of Insurance – Single Trip:**

The period of the Trip commencing on the date stated in Your Validation Certificate/Invoice and ending when You arrive Home or on expiry of the number of days stated in Your Validation Certificate/Invoice whichever is the earlier. However under Section 1 (Cancellation) the Period of Insurance starts on the date of effecting this insurance and ends immediately Your Trip commences on the date stated in Your Validation Certificate/Invoice.



**Period Of Insurance – Annual Multi Trip:**

The period of the Trip which must begin and end during the 12 months stated Your Validation Certificate/Invoice but not exceeding 90 days in respect of any one Trip. However, under Section 1 (Cancellation) the Period of Insurance starts on the date of booking the Trip and ends immediately Your Trip commences or when the Insurance expires whichever is the earliest.

**Permanent total Disablement:**

Disablement which entirely prevents the Insured Person from attending to business or occupation of any and every kind for at least 12 months, and at the end of that time being beyond the hope of improvement.

**Personal Luggage:**

Items usually carried or worn by travellers for their individual use during a Trip, including Your Valuables (as defined below).

**Policy:**

This document and any endorsements.

**Scheduled Airline:**

An airline that publishes a timetable and operates its services to a distinct schedule and sell to the public at large.

**Schedule of Cover:**

Unless stated to the contrary, Our maximum liability in any one Period of Insurance, per Insured Person unless otherwise stated in Your Policy.

**Single Item:**

Any one article, pair, set or collection.

**Strike or Industrial Action:**

Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travelling Companion:**

A person accompanying You without whom the Trip cannot commence or continue.

**Trip:**

A journey within the Period of Insurance which begins when You leave Your Home to travel within Your country of residence for a minimum of 2 nights in pre-booked accommodation or a journey within the Period of Insurance within the countries of the Geographical Limits which begins when You leave Your Home and ends when You get back Home. The maximum duration of any Trip should not exceed 90 days. We will extend the duration of a covered Trip (see above) day by day up to a maximum of 30 days at no extra cost if You have to stay on Your Trip longer because of event over which You have no control and of which You had no knowledge at the time of purchasing Your insurance. Such extension of Your Trip must be agreed by Us prior to commencement of Your extended stay.

**Validation Certificate/Invoice:**

An Insurance Validation Certificate/Invoice issued by Journeyman Services Ltd which describes the Insured Person(s) who are covered under this Policy.

**Valuables:**

Jewellery, watches, furs, gold, silver articles, binoculars, telescopes, spectacles, sunglasses, leather articles, perfumes, precious stones, audio, video, photographic, electronic and telecommunications equipment.

**We/Us/Our:**

Windward Insurance PCC Limited- Optimum Global Cell.

**You/Your/Insured Person(s):**

Any person named in the Validation Certificate/Invoice.

**Advice on what to do if something goes wrong**

We hope your trip goes smoothly, but if something does happen, we can deal with your claim much more quickly if you know exactly what to do. Therefore, here are the answers to some frequently asked questions:

**What if I have to cancel my trip because of illness?**

Just ask your doctor to complete and sign the medical certificate included in the cancellation claim form. You will need to send this to us along with your overseas trip booking invoice, receipt and cancellation invoice.

**What if I have to cut short my holiday due to accident or illness?**

Be sure to obtain a doctor's letter confirming that you need to curtail your trip and return home. We will also need your holiday booking invoice and receipt to support your claim.

**What should I do if I'm injured or taken ill during my holiday?**

Immediately arrange for any treatment you need, but please be sure you contact us as soon as possible for authorisation before incurring any medical expenses over £500. You must obtain a detailed receipt for all the treatment that you receive.

**What if the injury or illness prevents me returning home as planned?**

Please get written confirmation from the doctor who is treating you, that you are unfit to travel at the scheduled time.

**What should I do if another party is responsible for some of my claims costs?**

You must contact us if you are able to recover any part of your claims costs from any other party, for example if you have another insurance policy, cover through a state healthcare system or are legally entitled to recover costs from another third party. We will only pay our proper share.

**Important note:**

If you need to stay in hospital for more than 24 hours, someone must contact International Emergency Medical Assistance on +44 (0)1892 772575 as soon as possible to advise us of the details. Should you incur any additional expenses for travel and accommodation, please keep your receipts.

### **What's the procedure if my baggage is lost, stolen, damaged or delayed?**

- If you lose your baggage or it is stolen, report this to the police immediately and get a Police Report.
- If your baggage is lost or damaged whilst being carried by an airline, railway, coach or ship, report this in writing to the carrier as soon as possible (at least within three days). Make sure you receive a Property Irregularity Report or similar documentation. Please keep copies of any correspondence you send or receive, as well as the retained portion of the travel tickets and baggage tickets.
- In the event of your baggage being damaged, obtain an estimate for the repair. If the article is not repairable, get a letter of confirmation from the repairers. Please retain the damaged item wherever possible.
- To support a claim for damaged and lost items we will require receipts showing the purchase price and date of purchase.
- If your baggage is delayed for more than 12 hours, get written confirmation of this from the carrier. You will also need receipts to support your claim for any emergency purchases you have to make.

### **What if I lose my passport?**

Report it to the police immediately and get a Police Report. If you incur costs when obtaining replacement documentation e.g. extra travel, unplanned accommodation or statutory charges, be sure to keep all your receipts.

### **What if my money is lost or stolen?**

- Report this to the police without delay – certainly within 24 hours of discovering the loss. Please get a Police Report.
- If you have lost Travellers Cheques you should report this immediately to the local branch, agent or issuing authority and apply to them for a refund. If, for any reason, you are unsuccessful in getting a refund, you will need a letter from them confirming this fact.
- If you have lost your foreign currency you will need evidence of conversion from the bank, such as a currency conversion bank slip.
- If you have lost sterling or cheques you will need confirmation of cancelled cheques and bank statements.

### **What if I miss my plane, train, coach or ferry because of a transport breakdown?**

If your transport breaks down, please make every effort to reach the point of departure from or return to the UK on time. Should you still miss your flight, train, coach, ship, ferry or cross-channel train, get a receipt for any alternative transport needed to reach your destination. If public transport let you down, please obtain written confirmation from the carrier explaining the cause.

### **What if my outward or return journey is delayed for more than 12 hours?**

Please obtain detailed confirmation from the carrier (or their handling agent) explaining the reasons for the delay, its precise duration and the original itinerary.

### **What if I accidentally injure someone outside my immediate family and they wish to seek compensation?**

We will require the name and address of the person injured; a full description of the injuries suffered; plus full details of the accident – including how, when and where it occurred.

### **Why do you advise obtaining a European Health Insurance Card?**

If you are travelling to any of the countries in the European Economic Area\*, a European Health Insurance Card entitles you to free health benefits. Application forms are available from any main Post Office. If you obtain a European Health Insurance Card before you travel – and use it to reduce the cost of a claim for medical expenses – we will not deduct the normal excess charge from your claim.

\*Includes Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and UK. Switzerland by special arrangement.

# General Conditions

**IMPORTANT NOTE:** Certain sections of the Policy have particular conditions attaching to them, but these apply to all sections:

- 1)** Before We consider a claim, it is a condition that:
  - (a) The answers in any proposal and declaration for this insurance are true and complete to the best of Your knowledge and belief and such proposal and declaration form the basis of this contract.
  - (b) You or any person, on whose behalf payment is claimed; observe the terms and conditions of the Policy.
  - (c) You take all reasonable steps to prevent accident, injury, illness, disease, loss or damage.
  - (d) You produce the Validation Certificate/Invoice as evidence when making a claim.
- 2)** Any Medical information supplied to Us will be treated in the strictest confidence and will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any outside person or authority without the specific approval of the person whose details are given. We shall not refuse cover unless, in Our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
- 3)** During each Period of Insurance, and before You depart on each trip You must declare to Us any change in Your health or medical status, or changes in the health or medical status of any Close Relative on whom travel plans depend. We must accept this change in writing before cover will be continued.
- 4)** We will not refund any premium paid after 14 days from the issue date of this Policy unless as a result of cancellation by Us.
- 5)** You must exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not Insured.
- 6)** You must avoid needless self-exposure to peril unless You are attempting to save human life.
- 7)** We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 8)** You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully in conjunction with Your Validation Certificate/Invoice, and if unsure as to what is covered or excluded, contact the Policy Helpline.
- 9)** In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of £500 under this insurance, You must contact Us as soon as practicable. You must make no admission, offer, promise or payment without Our prior consent. Telephone Us first.

- 10)** We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceeding in Your name for Our own benefit against another party and We shall have full discretion in such matters.
- 11)** We may, at any time, pay to You our full liability under this Policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 12)** You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty Person(s). We may at any time at our expense take such action as We deem fit for the recovery of the property lost or stated to be lost. You must provide a police report to substantiate any claim for lost or stolen items.
- 13)** In the event of a valid claim, You shall allow Us the use of any relevant travel tickets You are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by Us.
- 14)** You must give us written notice of any event, which may lead to a claim, within 28 days of Your return Home to the country of departure.
- 15)** As often as We require You shall submit to medical examination at Our expense. In case of the death of an Insured Person We shall be entitled to have a post mortem examination carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We require.
- 16)** You will be required to reimburse to Us, within one month of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the Insurance.
- 17)** You must pay the appropriate premium for the full number of days comprising Your planned Trip. If Your Trip is planned to exceed the number of days for which You have purchased insurance then no cover at all shall apply in respect of that Trip and You will need to make alternative insurance arrangements.
- 18)** This contract has been entered into in the United Kingdom and is subject to the laws of the island of Guernsey
- 19)** No provision or condition of this Policy may be waived or modified except by an endorsement signed by an authorised official on behalf of Us.

## **Fraud**

- 20)** If any claim under this Policy is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to claim under this Policy, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.

## **Non-Assignment**

- 21)** No Assignee shall be entitled to any payment under this Policy.

# General Exclusions

**IMPORTANT NOTE:** Certain sections of the Policy have particular exceptions attaching to them and some apply to all sections:

**We will not pay for:**

No Section of this Policy shall apply in respect of:

- a) Any person who has reached the age of 80 years at the commencement of the Period of Insurance,
- b) Claims arising from circumstances known to You at the latter of:
  - Applying for this insurance or
  - At any time prior to the commencement of the Period of Insurance or
  - Booking your Trip or
  - The commencement of any Trip,

Or claims arising as a result of changes to Your health or the health of a Travelling Companion or anyone upon whom Your trip depends, which have not been disclosed to Us prior to the latter of

- The commencement of the Period of Insurance or
- Booking Your Trip or
- The commencement of any Trip.
- c) Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, policy or any motoring organisation's service. If You have any other certificate in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section 5 – Personal Accident.
- d) Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- e) Consequential Loss of any nature, including, but not exclusively, phone calls and taxi fare, other than as specifically provided within the terms of this Policy.
- f) Any deliberately careless or deliberately negligent act or omission by You.
- g) Needless self-exposure to peril except in an endeavour to save human life.
- h) Any claim arising directly or indirectly for drug addiction or solvent abuse or You being under the influence of alcohol or drug(s).
- i) Any claim arising or resulting directly or indirectly from any psychiatric or mental/psychological disorder including anxiety, depressive illness of any type, suicide, attempted suicide or intentional self-injury.
- j) Flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).
- k) Sexually transmitted diseases.
- l) Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and or any mutant derivatives or variations thereof however caused.

- m) Your engaging in Manual Work (as defined) in conjunction with any profession, business or trade.
- n) Any costs, medical or otherwise incurred by the Insured Person when engaging in Hazardous Activities.
- o) Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), active involvement in criminal activity, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b) Any act of terrorism including but not limited to:
    - i. The use or threat of force, violence and/or
    - ii. Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
    - iii. Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above. If we say that because of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden is on You to prove otherwise.
- p) Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- q) Delay, loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential Inability or any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored program to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- r) Any claim when You have not paid the appropriate premium for the cover required.
- s) Consequential Loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
- t) Any Claim arising from You travelling against any health requirements stipulated by the carrier, their handling agent or any other transport provider.

# Benefits

## Section 1 – Cancellation and Curtailment Charges

We will cover up to the amount shown in the Schedule of Cover per Insured Person in total under this Policy for financial loss You suffer during the Period of Insurance, being non-refundable deposits and amounts you have paid (or have contracted to pay), for travel to/from Your holiday destination and accommodation You do not use because of your inability to commence travel or complete the Trip. **Your Cancellation or Curtailment must be necessary and unavoidable in order for You to claim.**

You are covered for:

### Cancellation

- Unforeseen Bodily Injury, illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
- The death imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.
- You or Your Travelling Companion being called up as for jury service or being subpoenaed as a witness in a Court of Law (other than in a professional capacity)

### Curtailment

- Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected Curtailment of Your holiday or Trip after commencement, due to one of the following reasons:
  - Unforeseen Bodily Injury, illness or death of You, Your Close Relative, Travelling Companion, any person with whom You were going to stay during the Trip.
  - The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.

### Conditions applicable to Cancellation Charges: (See also General Conditions)

- You must advise Your Travel Agent/Tour Operator or provider of transport/accommodation, as soon as You become aware of the need to cancel Your Trip. We will only be responsible for the cost of cancellation that applied at the time You became aware of the reason for cancellation. You must provide Us with a cancellation invoice.
- Our maximum liability under this section shall not exceed the amount paid by You, less any refund recoverable from Your Travel Agent/Tour Operator.
- All claims relating to Cancellation due to a medical reason must be supported by documentation confirming that medical advice was sought and that advice was given by a medical practitioner to cancel a Trip prior to cancellation of that Trip.

### Conditions applicable to Curtailment: (See also General Conditions)

- Prior to curtailment of the holiday, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return Home.

**Our medical emergency service must be contacted prior to any arrangements being made to curtail the Trip and return Home.**

## Section 1 Exclusions

### Cancellation or Curtailment

**(See also General Exclusions) You are not covered for:**

- The Excess referred to in the Schedule of Cover.
- Any circumstances known to You likely to cause cancellation or curtailment, prior to booking.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or Company operating as Your Agent.
- Failure by the provider of any part of the booked Trip to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise).
- Any expense payable by the tour operator, hotel or airline or recoverable from any other source.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- Claims arising from actual or planned Strike or Industrial Action which was common knowledge at the time You made travel arrangements for the Trip.
- Loss arising directly or indirectly from adverse weather conditions.
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country, or delay or amendment of the booked Trip due to Government action.
- Any cancellation or curtailment caused by work commitments or amendment to your holiday entitlement by Your employer.
- Any claim resulting from Your failure to hold or obtain a valid passport and any required visa in time for the booked Trip.
- Additional costs for which You become responsible for as a result of not cancelling Trip immediately there is a reason for a Trip to be cancelled.
- The cost of this Policy.

## Section 2 – Medical and related expenses incurred abroad

### You are covered for:

We will cover up to the amount shown in the Schedule of Cover per Insured Person who suffers a sudden and unforeseen bodily injury or illness or dies during a Trip. We will cover the following costs necessarily and reasonably incurred abroad as a result of You becoming ill, sustaining injury or dying outside Your Home during the Period Of Insurance:

- Reasonable expenses for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, inpatient and outpatient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, when deemed necessary by a recognised medical practitioner.

- Reasonable additional accommodation costs up to the amount shown in the Schedule of Cover in total necessitated by the medical emergency per Trip.
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown in the Schedule of Cover.

#### **Additional Hospitalisation Benefit**

If, during Your Trip You are admitted as an in-patient to Hospital for more than 24 hours, on the recommendation of a medical practitioner, We will pay a benefit of the amount shown in the Schedule of Cover per day up to a maximum of the amount shown in the Schedule of Cover.

#### **Conditions applicable to Section 2 (See also General Conditions)**

- On Your admission to Hospital abroad, Our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours.
- Should you incur outpatient costs for MRI or CT scans you should contact Us immediately to obtain authorization.
- We reserve the right to repatriate You to Your Home when, in the opinion of the doctor in attendance and Our Medical Assistance Provider, the Insured Person is fit to travel. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Medical Assistance Provider subject to consultation with the doctor in attendance.

## **Section 2 Exclusions**

#### **You are not covered for:**

##### **(See also General Exclusions)**

- The Excess referred to in the Schedule of cover.
- Medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until the Insured person returns to Your Home.
- Any Treatment after the insured person has returned Home.
- Medication, which, at the time of departure is known by You to be required or to be continued outside Your Home.
- Any Illness, for which inoculation should have been obtained, prior to the Trip.
- Any claims arising from a medical condition, where You travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had You obtained advice.
- Cost of treatment, not directly related to the injury/illness.
- The cost of upgrades to your flight unless certified medically necessary by a medical practitioner and agreed in advance by Us
- Any costs where the transportation Home has not been arranged by Us.
- Any amount recoverable under any National or Private health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.

## **Section 3 – Medical evacuation and repatriation**

#### **You are covered for:**

We will cover up to the amount shown in the Schedule of Cover per Insured Person who suffers a sudden and unforeseen bodily injury or illness requiring medical evacuation or repatriation in the opinion of our Medical Advisers. We will cover the following costs necessarily and reasonably incurred abroad as a result of You becoming ill, sustaining injury or dying outside Your Home during the Period Of Insurance:

- Expenses up the amount shown in the Schedule of cover for burial or cremation of a deceased Insured Person abroad or repatriation of the deceased insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when recommended by Our Medical Assistance provider.

We will pay the additional travelling and accommodation costs for one person to remain with You if it is medically necessary for You to stay beyond Your scheduled return date. If You are travelling alone, We will cover the cost of one person to travel to stay with You if it is medically necessary for You to be accompanied as recommended by Our Medical Assistance Provider.

#### **Conditions applicable to Section 3 (See also General Conditions)**

- Should you require medical evacuation or repatriation our International Medical Emergency service must be contacted immediately.
- We reserve the right to repatriate You to Your Home when, in the opinion of the doctor in attendance and Our Medical Assistance Provider, the Insured Person is fit to travel. If You do not comply with this decision We reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of Our Medical Assistance Provider subject to consultation with the doctor in attendance.

**We and our Medical Advisers reserve the absolute right to decide if the Insured Person's medical condition is sufficiently serious to warrant emergency medical evacuation or repatriation home.**

## **Section 3 Exclusions**

#### **You are not covered for:**

##### **(See also General Exclusions)**

- The Excess referred to in the Schedule of cover.
- Medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until the Insured person returns to Your Home.
- Any Treatment after the insured person has returned Home.
- Medication, which, at the time of departure is known by You to be required or to be continued outside Your Home.
- Any Illness, for which inoculation should have been obtained, prior to the Trip.
- Any claims arising from a medical condition, where You travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had You obtained advice.
- Cost of treatment, not directly related to the injury/illness.
- Any costs where the transportation Home has not been arranged by Us.

- Any amount recoverable under any National or Private health Insurance Scheme, Reciprocal Health Arrangement (such as European Health Insurance Card – previously E111) or any other source.

## Section 4 – Personal Luggage, Cash and Passport

You are covered for up to the amount shown in the Schedule of Cover if, in the course of a Trip, Your Personal Luggage, Cash or Passport is damaged, stolen, destroyed or lost (and not recovered). We have the option to either pay You for the loss, or replace, reinstate or repair the items covered. Payment will be on the basis of the purchase price of the items concerned, after a deduction for normal wear and tear and bearing in mind the age of the items.

1. Loss or damage by accident or misfortune to You:
  - Personal Luggage (excluding Valuables).
  - Valuables up to the limit shown in the Schedule of Cover.
  - Cash up to the limit shown in the Schedule of Cover.
  - Passport up to the limit shown in the Schedule of Cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.

### Temporary loss of luggage:

2. Up to the amount shown in the Schedule of Cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on Your outward Journey, of Your Personal Luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

### Conditions applicable to Section 4 (See also General Conditions)

#### Duty to take care:

You must take proper and due care of Your property including examination of Your luggage on arrival at Your destination. In the event of loss or damage, You must take all reasonable steps to safeguard and recover Your property. You must not leave Your property unsecured or outside Your reach or unattended at any time in a place to which the public have access or in the custody of a person who is not a Travelling Companion.

Any loss or damage, which occurred in transit, must be reported to the Carriers, and any loss or theft to the Police, within 24 hours of discovery. In both instances a written report must be obtained. Temporary loss of baggage is subject to a written report from the carrier and payment of the relevant benefit is subject to receipts for emergency items being submitted.

If You are claiming for stolen or lost goods You must produce a receipt for the purchase of the original goods wherever possible, which will simplify Our assessment of the claim and speed up payment. If You are claiming for damaged or destroyed goods You must produce an estimate for repair from a reputable dealer confirming the estimated cost of repair.

### In respect of 1(a) and (b):

IN the event of a claim in respect of a Pair or Set of articles We shall only be responsible for the value of that part of the Pair or Set which is lost, stolen or damaged.

If it is not possible to report the loss or damage in transit to the carrier immediately- You must advise them in writing within 7 days of the incident and obtain the aforementioned written report.

## Section 4 Exclusions

### You are **not** covered for: (See also General Exclusions)

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of luggage). A separate Excess is deductible in respect of claim again each of 1(a) and (c) above.
- More than the amount shown in the Schedule of Cover for any single article of any kind.
- Valuables or Money unless in Your possession or attended by You or deposited in a safe or safety deposit box at all time.
- Any property in unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Money loss due to depreciation, errors or omissions.
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers, tablet computers, lap top computers and/ or their accessories, e-readers or similar items, glass china, antiques, picture, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, televisions, CDs, CD, MP3 or DAT players or similar items, tobacco or tobacco products, alcohol or alcohol products, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which Your Luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to You.
- Items carried as freight or under a bill of lading.
- More than the amount shown in the Schedule of Cover in respect of money for children under 16 years of age.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery.
- Cover for temporary loss of baggage for which You have received full compensation from someone else.

## Section 5 – Outward Delay / Missed Departure or Connection / Abandonment.

**You are covered for:**

### Delayed Departure

Where strike, industrial action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked a passenger for Your outward or return journey from or to Your Home, and forming part of a booked Trip, and specified on Your ticket, is cancelled or delayed for a minimum of 12 hours beyond the intended Departure time, We will cover up to the amount shown in the Schedule of Cover in respect of every completed 12-hour period of the delay in Your scheduled departure time, up to a maximum of the amount shown in the Schedule of Cover per Insured Person.

### Missed Departure or Connection

Where

- Scheduled public transport services on which You are booked as a passenger fail, or are disrupted

OR

- The car in which You are travelling is involved in an accident or breaks down

And this stops You from getting to the airport, port or station on time to commence or continue Your pre-booked Trip, We will reimburse You in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up to the maximum amount of the limit shown in the Schedule of Cover.

Internal flights which are part of Your Trip and which are pre-booked and paid for in Your Home prior to departure are covered under this section.

### Abandonment

Where strike, industrial action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which You are booked as a passenger for Your outward or return journey from or to Your Home, and forming part of a booked Trip, and specified on Your ticket, result in abandonment of Your outward Trip, We will pay for loss of accommodation and travel charges up to the limit shown in the Schedule of Cover, paid or contracted to be paid by You, and which are not recoverable from any other source. Subject to a minimum delay of 24 hours from the scheduled departure time.

### Conditions applicable to Section 5

**(See also General Exclusions)**

- You must have checked in according to the itinerary given to You by the Tour Operator or Carrier, and obtained written confirmation from them or their Handling Agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection You must allow a sufficient amount of time (a minimum of 4 hours plus transfer time to a different airport, if applicable) between Your scheduled arrival at the point of departure for Your connecting flight and the Scheduled time of departure of same.
- A repairers report obtained at the time of the incident will be required for vehicle breakdown claims.

## Section 5 Exclusions

**You are not covered for:**

**(See also General Exclusions)**

- The Excess referred to in the Schedule of Cover (applies only to Abandonment).
- Any claim resulting from strike or industrial action, which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your Trip.
- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- Claims where You have not obtained written confirmation from the Carrier or Handling Agent stating the period and reason for delay.
- Delays as a result of Your failure to check in at Your departure point in time.
- Claims for missed connecting flights where insufficient time (a minimum of 4 hours plus transfer time to a different airport, if applicable) has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of “Delayed Departure”, “Missed Departure or Connection” and “Abandonment.”
- Any money that can be claimed from someone or somebody else.
- Any claim cause by traffic congestion.

## Section 6 – Personal Accident

If You suffer accidental bodily injury during the Trip, which within 12 months is the sole and direct cause of death or disablement, We will pay You or Your legal personal representative the amount shown in the Schedule of Cover due to:

1. Death
2. Loss of one or more limbs, loss of one or more fingers and toes, or total and irrecoverable loss of all sight in one or both eyes
3. Permanent Total Disablement

## Section 6 Exclusions

**You are not covered for:**

**(See also General Exclusions)**

- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not involving Your bodily injury.
- Disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip.
- Any payment in excess of the amount shown in the Schedule of Cover per Insured Person.

## Section 7 – Public Liability

If in the course of a Trip, You become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, then:

- All sums which You shall become legally liable to pay as compensation; and
- All legal costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.



We will pay up to the maximum of the amount shown in the Schedule of Cover under this Policy (including costs). This limit applies to any and all claimant in any one Period of Insurance affect by and all occurrences with any one original cause.

## Section 7 Exclusions

**You are not covered for:**  
(See also General Exclusions)

- Injury to, or the death of, any member of Your Family or household, or any person in Your service.
- Loss of or damage to property belonging to, or held in trust by You or Your Family, household or servant.
- Loss of or damage to property which is the legal responsibility of You or Your Family, household or servant. This exclusion shall not apply to temporary accommodation, which You occupy and for which You assume contractual responsibility during Your Trip.
- Any liability, which attached by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.
- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any Hazardous Activity (as defined), or the supply of goods and services by You.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the Insured Person.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through Your negligence in respect of property damage caused to temporary holiday accommodation.

## Section 8 – Legal Expenses

**You are covered for:**

We will provide telephone advice, guidance and assistance on any legal problem that arises in connection with a Trip or in connection with Your Home. This service is available when You start Your Trip until 7 days after You return Home.

If You suffer death, illness or personal injury during the Trip or if Your Home suffers damage during the Trip then in the event that You or Your personal representative decide to take out legal proceedings in pursuit of compensation, and We consider that You are likely to obtain a reasonable settlement and that the costs of pursuing legal proceedings are likely to be proportionate to the settlement amount.

We will advise on Your behalf

- Up to the amount shown in the Schedule of Cover in total under this Policy per Insured Person ( and in total for all Insured Persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.

Where We have instituted proceedings on Your behalf and You receive no compensation, or only limited compensation, We will indemnify You against claims for fees, costs and expenses arising out of the proceedings, to the extent that the fees, costs and expenses shown in the Schedule of Cover in total under this Policy per Insured Person (and in total for all Insured Persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

We shall have complete control over the legal proceedings and the appointment and control of a lawyer. We shall, with Your agreement, appoint a lawyer on Your behalf with the expertise and qualifications necessary to pursue Your claim. If You are unable to agree with Us on a suitable lawyer, We will ask the ruling body for lawyers in the country where the event giving rise to the claim occurred to nominate another lawyer. In the meantime, We may appoint a lawyer to protect Your interests.

If an award of compensation is made and You, or a lawyer instructed on Your behalf, receive payment, then all sums advanced or paid by Us or due from Us shall be repaid out of the compensation received.

We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.

We will not institute legal proceedings in more than one country in respect of the same occurrence.

You must notify Us as soon as possible of any incident which may give rise to a claim and at the latest, within 90 days.

## Section 8 Exclusions

**You are not covered for:**  
(See also General Exclusions)

- Costs or expenses incurred without prior authorisation by Us.
- The pursuit of a claim against Us, Our Agent or an insurer underwriting any section of this Policy or a Travel Agent, Tour Operator, Carrier or any supplier under a package holiday arrangement.
- Actions between Insured Persons or Travelling Companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

## Section 9 – Hijack

**You are covered for:**

We will cover up to the amount shown in the Schedule of Cover per Insured Person for each and every completed 24 hours should You be subjected to a Hijack during the Trip.

## Section 9 Exclusions

You are **not** covered for:  
(See also General Exclusions)

- Claims not substantiated by a written Police report confirming the length and exact nature of the incident.

## Section 10 – Mugging

You are covered for:

We will cover up to the amount shown in the Schedule of Cover per Insured Person for each and every completed 24 hours You are confined as an In-patient as a direct result of a mugging involving a violent and threatening attack.

## Section 10 Exclusions

You are **not** covered for:  
(See also General Exclusions)

- Claims not substantiated by a written Police report confirming the incident.

## Section 11 – Catastrophe Cover

You are covered for:

We will cover up to the amount shown in the Schedule of Cover incurred by You if You are forced to move accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, flood, hurricane, medical epidemic or local Government directive which is confirmed in writing by a local or national authority for irrecoverable travel and accommodation costs necessarily incurred to continue with the Trip, or if the Trip cannot be continued to return Home.

## Section 11 Exclusions

You are **not** covered for:  
(See also General Exclusions)

- Claims not substantiated by a written report from the local or national authority who ordered Your relocation which confirms the exact cause for the relocation.
- Costs or expenses payable by or recoverable from Your tour operator, airline, hotel or other provider of accommodation or transport.
- Costs or expenses if You decide not to remain in Your booked accommodation, although it is considered safe and acceptable to continue staying there.

## Section 12 – Optional Winter Sports Cover

The optional cover is only applicable where the relevant premium(s) has been paid and the Validation Certificate/Invoice noted accordingly.

### 12A Winter Sports

Maximum period for coverage under this provision is 60 (sixty) days in the aggregate per Policy Year. You are covered for:

#### Inability to Ski

The cover includes financial loss You suffer concerning deposits or payments You have made (or have contracted to pay) for Your ski pack that You cannot recover if You have to register a claim under Section 1 – Cancellation and Curtailment.

OR

If You are certified by a medical practitioner at the ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the Trip, a proportionate refund in respect of charges for Your unused ski-pack up to the limit of up to the amount shown in the Schedule of Cover is provided under Inability to Ski cover.

#### Skis, Ski Equipment & Ski Pass

The cover under Section 3(a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and ski equipment belonging or hired to You, up to the amount shown in the Schedule of Cover per Insured Person.

Skis and ski equipment are covered against damage or loss whilst in use.

Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. Cover under Section 3(c) is extended to include Your ski pass.

#### Piste Closure

If, due to lack of snow in the pre-booked resort, there is a total closure of the lift system and it is not possible to ski for a period in excess of 12 hours, We will either pay You an amount not exceeding the amount shown in the Schedule of Cover per day to enable You to travel to another resort, or a benefit of the amount shown in the Schedule of Cover per day where no alternative resort is available. A written report must be obtained from the resort official in confirmation of these events.

#### Avalanche or Landslide

We will pay up to the amount shown in the Schedule of Cover in all per Insured Person per day, in order to reimburse You for reasonable extra accommodation and travel expenses You have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslides.

#### Conditions applicable to Winter Sports

(See also General Exclusions)

- For Claims in respect of unused ski pack/ski hire due to Illness/Bodily Injury a certificate from the attending doctor must be obtained

#### Off-Piste

- For Your protection, and to ensure continuity of the insurance cover, We have drawn up the following guidelines:
- You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
- Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
- If You are inexperienced, You should not go off-piste except under the supervision of a guide.
- You must exercise common sense and follow sensible local practices

## Section 12.A Exclusions

You are **not** covered for:  
(See also General Exclusions)

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds.
- Trips in the Northern Hemisphere outside the period commencing 1st November and ending 30th April.
- Trips in the Southern Hemisphere outside the period commencing 1st May and ending 30th September.

# General Provisions and Limitations

**Arbitration:** Any difference with respect to medical opinion will be settled between two medical experts appointed by the two parties. This dispute resolution will be in writing. Any difference of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing at the outset by the two medical experts.

**Legal Proceedings:** No legal proceedings shall be commenced until 60 days after a claim has been correctly submitted and no such action shall be brought unless commences within three years from the first date of treatment. This policy is governed by the Laws of the Island of Guernsey and any dispute arising out of this policy shall be settled in the courts of Guernsey.

**Misrepresentation and Fraud:** All benefits under this policy shall be voidable if the insurer determines, whether before or after the loss, the insured person has concealed or misrepresented any material fact or circumstance concerning this policy or his/her interest therein, or in the case of fraud or false swearing by you or if you refuse to disclose information or permit the use of such information, pertaining to any of the insured Persons under this policy. The completed and signed application form is the basis of and forms part of this policy and any erroneous responses therefore constitute material misrepresentation. Any claim to which any concealed or misrepresented material facts or circumstance pertain shall not be payable under this policy and you shall be solely responsible for all expenses relating to your claim, including emergency medical evacuation costs.

**Payment of Benefits:** The claims administrator will, on behalf of the insurer, make payment to the insured person or legal representative or directly to the provider of treatment or services. Payment will be made in Great British Pounds (GBP) currency. We may, at our sole discretion, agree to pay claims in another currency requested by the claimant. Benefits will be calculated in GBP and converted into the requested currency as at the date that the claim is assessed.

**Pre-Authorisation:** It is recommended that insured persons obtain pre-authorization from AXA PPP Healthcare Ltd or the medical assistance provide for all inpatient and day patient hospitalizations and special outpatient Services.

**Subrogation:** If an insured person suffers a loss covered under this policy, the insurer is granted the right from the insured person to take action to enforce all the rights, powers, privileges and remedies of the insured person, to the extent of benefits paid under this policy, against any person or organisation which caused such loss. Additionally, if no fault benefits or other collateral sources of payment of expenses are available to the insured person, regardless of fault, the insurer is granted the right to make a demand for, and recover those benefits. If the insurer institutes an action, the insurer may do so at its own expense, in the insured person's name, and the insured person will attend at the place of loss to assist in the action. If the insured person institutes a demand or action for a covered loss he or she shall immediately notify the insurer so that it may safeguard its' rights. The insured person shall take no action after a loss that will impair the rights of the insurer.

## Statutory Conditions

The application, the policy, any document attached to the policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract. Any provision of the policy which, on its effective date, is in conflict with the statutes of the jurisdiction in which the policy was issued is hereby amended to conform to the minimum requirements of such statutes.

## JOURNEYMAN SERVICES LTD.

Authorised and regulated by the Financial Conduct Authority (FCA)

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