

POLICY WORDING

TRAVEL INSURANCE arranged by Golfguard Ltd

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Notes and Information

Before you go

- 1) Check the Foreign and Commonwealth Office (FCO) travel advice online at www.fco.gov.uk/knownbeforeyougo or call **0845 850 2829**.
- 2) Check that the travel insurance provided in this policy meets your needs for your trip. If you have any questions please contact the insurance broker who arranged this insurance for **you**.
- 3) Get a good guidebook and get to know your destination. Find out about local laws and customs.
- 4) Make sure you have a valid passport and necessary visas.
- 5) Check what vaccinations you need at least six weeks before you go.
- 6) Check to see if you need to take extra health precautions (www.doh.gov.uk/traveladvice).
- 7) Make sure whoever you book through is with ABTA or ATOL.
- 8) Make copies of your passport, insurance policy, 24-hour emergency number and ticket details - leave copies with family and friends.
- 9) Take enough money for your trip and some back-up funds, for example, traveller's cheques, sterling or US dollars.
- 10) Leave a copy of your itinerary and a way of contacting you, such as e-mail, with family and friends.
- 11) If your trip is a **CRUISE**:
If you are undertaking a cruise as a paying passenger on a cruise ship Worldwide Cover must be selected unless the cruise is entirely within the European Area.
Air sea rescue costs and costs of ship to shore transport are not covered.

IMPORTANT NOTICE ON MEDICAL CONDITIONS

The basis on which this insurance is arranged is that all persons to be insured are healthy, fit to travel to undertake the trip, will not be travelling against the advice of a medical practitioner, have not received a terminal prognosis from a medical practitioner and will not be travelling with the intention of obtaining medical treatment abroad.

The insurance will exclude any claim arising from any medical condition (or tests or investigations that are ongoing) which existed prior to the trip, unless the condition has been declared to and accepted by us.

However, if any person upon whose health the trip may depend has one (and only one) medical condition and it is listed below cover is provided. However should a claim arise from that condition, the person's doctor must confirm in writing the date of diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why the insured person should need to claim on this policy:

Acid reflux	Eczema
Acne	Glaucoma
Arthritis	Gout
Asthma (if well controlled by using inhalers only)	Hay-fever
Benign lumps	Hernia
Blindness	Hypertension (high blood pressure)*
Cataracts	Hyperthyroidism (overactive thyroid)
Cholesterol (if well controlled)	Hypothyroidism (underactive thyroid)
Colds/Flu	Irritable Bowel Syndrome
Deafness	Meniere's disease
Dermatitis	Migraine
Diabetes (if well controlled and no associated conditions e.g. glaucoma or other eye problems, kidney problems or peripheral vascular disease)	Varicose Veins
Dyspepsia	

* Hypertension will be covered provided there has been no change to an **insured person's** medication in the last 6 months and they have not been admitted to hospital in the last 12 months.

If **you** or any person upon whose health the trip may depend has more than one of these medical conditions or any other condition **you** must contact the **Equity Red Star Medical Helpline** on 01243 621012 quoting reference "**Golfguard Travel Insurance**" to check if cover can be provided :-

Medical Screening must be completed for each person:

- i) aged 79 years or over; or
- ii) who suffers from chronic disease(s) or any non-stabilised medical condition.

Cover will be granted subject to assessment of the medical information supplied and is subject to written acceptance.

Making a claim on return home

1. In the first instance check your Certificate, schedule and the relevant section to make sure that what you are claiming for is covered.
2. To obtain a claims form, please telephone Equity Claims Ltd on 0844 561 1556. You should have your Certificate details with you, and have pen and paper available, in order to facilitate prompt handling of claims.
3. All claims must be submitted on our claims form, accompanied by invoices, bills, reports, etc. as soon as practicable but in any event within 30 days.
4. Please remember that it is always advisable to retain copies of all documentation when submitting your claim form.
5. If claiming for medical expenses make sure that when you get treatment you collect:
 - a signed letter from the doctor stating your illness.
 - a receipted bill for any medical treatment or prescriptions.
6. If claiming for stolen or lost goods including golf equipment or money you should produce:
 - a receipt for the purchase of the original goods wherever possible.
 - the local report confirming the loss occurred during the trip.

CEGA, the 24hr Emergency Assistance Company, will provide the services and benefits described in this Certificate during the period of insurance within the geographical limits, subject to the limits of cover and other terms, conditions and exclusions contained in the Certificate. See “**What to do in a serious medical or other emergency**” below.

Keep healthy whilst travelling

Important notice

Your insurance is not a private medical insurance policy and only provides cover for emergency medical treatment in the event of accident or unexpected illness occurring during your trip.

Information and useful links about how to stay healthy during your trip, how to get medical treatment abroad and information on the European Health Insurance card, or EHIC - the replacement for the E111.

European Health Insurance Card

The European Health Insurance Card is a replacement for the old E111 form.

An EHIC is free. To get an EHIC apply online at www.dh.gov.uk/travellers or by telephone on 0845 6062030. You should always leave a photocopy with a friend or relative.

The EHIC entitles UK citizens to free or discounted medical care in 28 European Countries. On January 1st 2006 the EHIC replaced the E111.

Essentially, the EHIC entitles you to the same state-provided healthcare that is generally offered to the locals of the country you're visiting. This doesn't mean you'll be entitled to the same standard of medical care offered by the NHS in the UK. Private treatment is not covered.

EHIC is no substitute for travel insurance as you will not necessarily be covered for all medical costs or for any emergency flights home.

Getting Medical Treatment Abroad

The UK has reciprocal healthcare agreements with some countries, which enables travellers to receive free or low cost emergency care, and public hospitals should be used where practical. In most countries around the world medical treatment is carried out in private hospitals or clinics.

NB. In the case of a serious medical emergency contact must be made with Cega who operate a 24hr Emergency Service. Full details are shown below.

Health advice for travellers to Australia

Medicare

Medicare is the Australian reciprocal health care agreement that allows UK citizens access to limited subsidised health services for immediately necessary treatment while visiting Australia.

Period of Cover

If you are a resident of the United Kingdom you are covered for the duration of your approved visit to Australia.

Access to Cover

Reciprocal health care agreements cover treatment that is **immediately necessary**. Immediately necessary treatment means any ill health or injury, which occurs while you are in Australia, and requires treatment before you return home. There may be some instances where, before you can gain access to Medicare benefits in Australia, you will need to show written proof from the treating doctor that a particular treatment was immediately necessary.

Students

If you are visiting Australia on a student visa you are not covered by Medicare and so this travel insurance cover is important.

Further Information

For more information about Medicare and receiving medical treatment whilst in Australia visit the Medicare website <http://www.medicareaustralia.gov.au/public/register/index.jsp>

Your Entitlements

As a UK resident you are entitled to the following for any ill-health or injury requiring immediate treatment while in Australia:

- free treatment as a public in-patient or outpatient in a public hospital
- subsidised medicines under the Pharmaceutical Benefits Scheme
- Medicare benefits for out-of-hospital medical treatment provided by doctors through private surgeries and community health centres.

Enrolling in Medicare

If you will be receiving treatment you can enroll at Medicare offices throughout Australia. If you receive treatment before you enroll, Medicare benefits will be back paid for eligible visitors.

To enroll in Medicare you will need:

- your passport with a valid visa
- to provide, in some cases, identification showing you are enrolled in your country's national health scheme (for example, a national health service card or similar certificate).

If your application to enroll in Medicare is approved, you will receive an Australian reciprocal health care card in the mail.

NB. The information on the above pages is provided for guidance only and is no substitute for professional advice or training. Golfguard Ltd, Equity Red Star or Cega accepts no responsibility for the accuracy of this information.

Sports and activities

Winter sports

Winter sports are covered if you have asked for this and your schedule shows this cover is operative. If you are aged 65 or over, you will not be covered when engaging in Winter Sports.

Off-piste skiing and snowboarding

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 and/or instructors.
- Where off-piste skiing/snowboarding is only allowed in the company of a guide, the guide's advice should be strictly followed.
- Inexperienced skiers should not attempt off-piste skiing/snowboarding except under the supervision of a guide.
- You should not engage in especially hazardous pursuits or activities such as para-skiing.
- As a general rule, you should exercise common sense and follow sensible local practices.

Customer satisfaction

Thank you for choosing us for your insurance. This document sets out what is and is not covered. Certain words shown in **bold** in this insurance have specific meanings and these are explained under **definitions**.

Please check that the cover explained in this document and the schedule meets your needs and that you understand it. If you have any questions about your insurance, please contact the insurance broker who arranged this insurance for you.

Our promise to you

We aim to provide a first-class service. If you have any cause to complain, or feel we have not kept our promise, please contact the insurance broker who arranged this insurance for you. When you do this, quote the policy number shown on the schedule page.

If you are still not satisfied, please send your complaint to the Chief Executive of **Equity Red Star** at:

52 Leadenhall Street
London
EC3A 2BJ.

If you are still not satisfied with the way a complaint has been dealt with you may ask Lloyds to review your case. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services,
One Lime Street
London EC3M 7HA.
Phone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS).

The address is:
The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.

These procedures would not affect your rights to take legal action if necessary.

What to do in a serious medical or other emergency

Phone CEGA Emergency 24-hour service on + (44) 1243 621511.

You must contact Cega immediately to obtain prior authorisation in the case of serious medical emergency abroad where an **insured person** will need to stay in hospital, have hospital treatment, to change travel arrangements or before incurring any expenses over £500. If you are physically prevented from contacting Cega immediately, you or someone designated by you must contact them within 48 hours.

When calling CEGA for help, please provide the following information.

- The **insured person's** name and the address they are staying at.
- The phone number you, or the **insured person**, are calling from.
- The name and phone number of the doctor and hospital treating the **insured person**.
- The policy number (shown on your schedule) and your name.
- The nature of the emergency.

Not contacting CEGA, or not following their instructions, could affect your claim. CEGA must agree, beforehand, any emergency travel expenses involving air travel.

Claims procedure

For claims under all sections, except section 11 (Legal expenses)	For claims under section 11 (Legal expenses)
Contact: Equity Claims Ltd P O Box 500 Cardigan House Swansea SA1 9BB. Phone: : 0844 561 1556 (00 44 844 561 1556 if you are phoning from outside the United Kingdom)	Contact: Arc Legal Assistance P O Box 8921 Colchester CO4 5YD. Phone: 0870 350 5714 (00 44 870 350 5714 if you are phoning from outside the United Kingdom) Please quote 'ERS Travel Injury Claims'.

You must report any claim as soon as possible. Also, you must contact Equity Claims Ltd as soon as you find out about any condition or circumstances which may cause an insured trip to be cancelled or cut short.

THE CONTRACT OF INSURANCE

This document, the schedule and any endorsements form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss, damage, death or disability that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under Contract number 10144 granted to Golfguard Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Governing Law - The cover referred to in this Certificate is subject to English Law.

Language This Insurance is written in English and all communications about it will be in English

GENERAL DEFINITIONS

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Operative Time, but also includes exposure resulting from a mishap to a conveyance in which an **Insured person** is travelling.

Bodily injury

Physical injury which is caused by an **accident** during the Operative Time, solely and independently of any other cause, except illness directly resulting from or medical or surgical **treatment** rendered necessary by such injury, which results in an **insured person's** death or disablement within twelve months from the date of the **accident**.

Close relative

Spouse or common law partner, mother, father, mother-in-law, father-in-law, daughter, son, (including legally adopted daughter or son), brother, sister, grandparents or fiancé(e) of an **insured person**.

Country of departure

Great Britain, the Isle of Man, Northern Ireland or Channel Islands (unless otherwise endorsed).

Europe

Mainland Europe including Albania, Armenia, Andorra, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Gibraltar, Great Britain, Greece, Herzegovina, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, Russia, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Azores, Tunisia, Turkey, Ukraine, Vatican City.

Equity Red Star.

Equity Red Star is made up of underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk that each has taken on.

Geographical Limits

Area 1 – **Europe**

Area 2 – **Worldwide excluding USA and Canada**

Countries in **Europe** and in the rest of the World, excluding **trips** solely within USA, Canada, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Annual Cover includes trips within the United Kingdom provided such trips involve a minimum of 3 consecutive nights Pre-Booked Accommodation.

Area 3 – **Worldwide including USA and Canada**

Countries in **Europe** and in the rest of the World, excluding **trips** solely within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Annual Cover includes trips within the United Kingdom provided such trips involve a minimum of 3 consecutive nights Pre-Booked Accommodation.

Hi-jack

Illegally seizing, or wrongfully taking control of, an aircraft, ship or train in which an **insured person** is travelling.

Insured person(s)

The person(s) named on the Certificate and for whom the appropriate premium has been paid, being resident in Great Britain, Northern Ireland or the Channel Islands (unless otherwise endorsed).

Loss of limb

The permanent loss, by physical separation, of a hand at or above the wrist, or of a foot at or above the ankle and includes permanent and total loss of use of a hand, arm, foot or leg.

Manual work

Work involving hands-on involvement with the installation, assembly or maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial or supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter or decorator or builder, or manual labour of any kind (other than in the catering industry).

Medical Emergency

A **bodily injury** sustained, or sudden and unforeseen illness suffered, by an **insured person** whilst on a **trip** which results in immediate in-patient or out-patient **treatment** being deemed necessary by a recognised medical practitioner.

Money

Sterling coins and banknotes, foreign currency, traveller's cheques, travel tickets, hotel and other redeemable holiday vouchers, petrol coupons, Green Card, passports, together with the wallet, purse or similar article in which these items are carried.

Pair or set

A number of items of **personal baggage** associated as being similar or complementary or used together.

Period of insurance

The period stated on the Schedule and for which the appropriate premium has been paid.

Note 1 - In respect of Annual Cover there is a **maximum duration any one trip of 60 days**. Each trip must start and finish in the United Kingdom.

Cover operates from the time of leaving home, or the Insured's premises (whichever is the later) during the whole time away and until return to home, or the Insured's premises (whichever is the earlier)

If Annual cover is selected - To cover holiday trips having a destination outside the United Kingdom or within the United Kingdom provided such trips involve a minimum of 3 nights **pre-booked accommodation**.

Permanent total disability

Bodily injury which entirely prevents an **insured person** from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Personal baggage

Clothing, **valuables** and personal effects worn on the person or as usually carried by an **insured person** for their individual use during a **trip**.

Secure Area

The locked dashboard or boot or luggage compartment of a motor vehicle, including the locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats, the fixed storage units of a motorised or towed caravan, or a locked luggage box locked to a roof-rack which is itself locked to a vehicle roof.

Strike or Industrial action

Any form of **industrial** action whether organised by a trade union committee 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.

Treatment

Surgical or medical procedures, the sole purpose of which is the cure or relief of acute illness or injury.

Trip

A journey for leisure purposes within the countries of the **geographical limits**, specified on the schedule during the **period of insurance**, commencing and ending in the **country of departure**.

Important: Annual cover includes business/leisure journeys solely within the country of departure provided such journeys include a minimum of 3 consecutive nights pre-booked accommodation away from home. On journeys of this nature cover is provided by sections 2, 3, 3a and 4 of this Certificate only.

Valuables

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, electronic and electrical equipment of any kind (including CDs, DVDs and other transportable media such as cassette tapes, memory cards and minidisks), telecommunications and video equipment.

We, us, our.

Equity Red Star, managed by Equity Syndicate Management Ltd, which in the United Kingdom is authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms (www.fsa.gov.uk/register), or **you** can contact the Financial Services Authority on 0845 606 1234. **Our** FSA registration number is 204851.

Equity Syndicate Management Ltd is registered in England number 426475. Registered office: Library House, New Road, Brentwood, Essex, CM14 4GD.

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. For compulsory classes of insurance, the claim will be met in full. **You** can get more information about the compensation scheme arrangements from the FSCS. **You** can ask the FSCS for information or visit the FSCS website www.fscs.org.uk

Winter sports

Winter sports includes dry-slope skiing, glacier skiing, ice skating, ski blading, skiing, mono skiing, snowboarding, skiing off piste with a local guide or another adult who is insured to ski off piste and in areas that resort management consider to be safe.

Winter sports does not include ski and ski-bob racing in international or national events, services or inter services championships, or heats or officially organised practice or training for these events, ski jumping, ski stunting, ski mountaineering, ski randonee, free style skiing, the use of skeletons, bob-sleighs or luges.

If **you** are aged 65 or over, **you** are not covered when engaging in **Winter Sports**.

You, your

The person, group, club or corporate body shown in the schedule as the Policyholder.

NOTE 1

ANNUAL FAMILY COVER Following payment of the appropriate Annual Family premium Cover will apply to a family comprising the principal insured person, his or her spouse or common law partner and their children under 18 years of age (in full-time education and residing with them), when travelling together with the principal insured person or his or her spouse or common law partner.

NOTE 2

ANNUAL FAMILY COVER will apply to members of the family insured under this policy aged under 18 whilst on organised school trips, excluding **winter sports**, maximum duration seven nights.

NOTE 3 **ANNUAL FAMILY COVER** will apply to the principal insured person, and his or her spouse or common law partner when travelling independently.

GENERAL CONDITIONS

1. During each **period of insurance** and prior to each **trip** any change in the health or medical status of an **insured person** must be declared to and accepted in writing by **us** before cover will be continued.
2. A Medical Questionnaire shall be completed and referred to **us** in respect of each **insured person** who will attain 70 years of age prior to the start of each **period of insurance**. No cover will apply, or continue in force unless **we** have accepted the Medical Questionnaire in writing.
3. Those **insured persons** who, by reason of the warranty and declaration included in the proposal form are required to complete a supplementary proposal form for medical reasons must submit to **us** a Medical Questionnaire in respect of that **period of insurance**. No cover will apply or continue in force unless **we** have accepted the Medical Questionnaire in writing.
4. The **insured person** should declare to **us** all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim, and if an **insured person** is uncertain as to whether a fact is likely to affect this insurance, it should be disclosed to **us**.
3. **Your right to change your mind if you are a private policyholder:**
You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).

Please note that this right does not apply if your policy period is of less than one month in duration.

4. **Cancellation**

We may cancel this insurance by sending 7 days' written notice to your insurance adviser who arranged this insurance for **you**. In this event the premium shall be adjusted appropriately for the unexpired part of the **period of insurance** provided no claims have been made.

You may cancel this insurance by giving **us** 7 days' written notice. If **you** cancel after the first 14 days of receipt of **your** insurance documents no premium refund will be made.

We can cancel any cover against war provided by this contract of insurance by sending seven days' notice to **your** insurance adviser who arranged this insurance for **you**.

5. The **insured person** shall exercise reasonable care for the supervision and safety of their property.
6. The **insured person** must take all reasonable steps to avoid or minimise any claim.
7. The **insured person** must avoid self-exposure to needless peril (except in an endeavour to save human life).
8. **We** will make every effort to apply the full range of services in all circumstances provided by this insurance. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided but in all cases where such difficulties pertain, the full monetary benefits of the insurance cover will apply.
9. The **insured person** shall comply with the full terms and conditions of this Certificate before a claim will be paid. The **insured person** shall make no admission, offer, promise or payment without **our** prior consent.
10. In the event of an emergency or of any occurrence which may give rise to a claim for a substantial cost under this insurance, **we** must be contacted as soon as practicable and in any event prior to authorisation of any costs and expenses.
11. **We** are entitled to take over the **insured person's** rights in the defence or settlement of a claim or to take proceedings for **our** own benefit against another party and shall have full discretion in such matters. **We** may, at any time, pay to the **insured person our** full liability under this Certificate after which no further liability shall attach to **us** in any respect or as a result of this action.
12. The **insured person** shall 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 and without prejudice to any question between **us** and an **insured person** take such action as appropriate for the recovery of the property lost or stated to be lost.
13. In the event of a valid claim **we** shall have the benefit of any unused travel tickets.
14. Written notice shall be given to **us** no later than 28 days after the **insured persons** return to the **country of departure** of any event which may lead to a claim. The **insured person** shall supply **us** with a written statement substantiating the claim, together with all certificates, information, evidence and receipts required by **us** at the expense of the **insured person**. As often as **we** require the **insured person** shall submit to medical examination at **our** expense. In the event of the death of the **insured person we** shall be entitled to have a post mortem examination carried out at **our** expense.
15. **Fraudulent claims**
If a claim is made which an **insured person**, or anyone acting on their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium. If **we** have paid any benefit it must be repaid.
16. The **insured person** will be required to reimburse **us** within one month of any request to defray those expenses for which **we** are not responsible.
17. Where an amount is stated in this Certificate as the first amount of each claim that is not insured (the excess), this amount will be deducted in respect of each and every separately identifiable occurrence of loss, whether notified to **us** as one claim or otherwise.

GENERAL EXCLUSIONS

No section of this Certificate shall apply in respect of:

1. A pre-existing medical condition (or any medical complication directly attributable to that condition or tests or investigations that are ongoing) for which there has been surgery, treatment, investigation or repeat prescriptions by a registered medical practitioner during the twelve months before the date of issue or any subsequent renewal unless **you** contact Equity Red Star Medical Screening on 01243 621012 for consideration of cover and paying any additional premium that may be required.

In respect of any **insured person** 79 years of age or over prior to the commencement of any **period of insurance** cover will not apply UNLESS

- i. a Medical Questionnaire has been completed by the **insured person**, and
- ii. the **insured person** has been accepted in writing for insurance by **us**, and
- iii. the appropriate additional premium has been paid prior to the commencement of the cover.

However, if any person upon whose health the trip may depend has one (and only one) medical condition and it is listed below cover is provided. However should a claim arise from that condition, the person's doctor must confirm in writing the date of diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why the **insured person** should need to claim on this policy:

Acid reflux	Eczema
Acne	Glaucoma
Arthritis	Gout
Asthma (if well controlled by using inhalers only)	Hay-fever
Benign lumps	Hernia
Blindness	Hypertension (high blood pressure)*
Cataracts	Hyperthyroidism (overactive thyroid)
Cholesterol (if well controlled)	Hypothyroidism (underactive thyroid)
Colds/Flu	Irritable Bowel Syndrome
Deafness	Meniere's disease
Dermatitis	Migraine
Diabetes (if well controlled and no associated conditions e.g. glaucoma or other eye problems, kidney problems or peripheral vascular disease)	Varicose Veins
Dyspepsia	

* Hypertension will be covered provided there has been no change to an **insured person's** medication in the last 6 months and they have not been admitted to hospital in the last 12 months.

2. Claims made under this Certificate by any person aged 80 years or over unless cover agreed in writing by **us**.

3. Claims arising from circumstances known to the **insured person** at the time of applying for insurance or at any time prior to the commencement of the **period of insurance**, or claims arising as a result of a fact or facts material to this insurance where such fact or facts have not been disclosed to **us** prior to the commencement of the **period of insurance**.
4. The cost of effecting the insurance to which this Certificate relates.
5. Loss, damage or expense of which at the time of happening is insured by, or would, but for the existence of this Certificate, be insured by any other existing certificate or policy.
6. Costs which would have been payable if the event being the subject of a claim had not occurred.
7. Incidental losses of any nature other than as specifically provided within the terms of this certificate.
8. Any wilful act of the **insured person**.
9. Self-exposure to needless peril except in an endeavour to save human life.
10. Any claims directly or indirectly caused or contributed to by an **insured person's** intentional self injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self defence) or from an **insured person's** own criminal act or while engaged or taking part in civil commotions or riots of any kind.
11. Any claims caused by alcohol abuse, drugs or solvents (other than drugs prescribed by a registered medical practitioner but not for the **treatment** of drug addiction).
12. Flying (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
13. Sexually transmitted diseases.
14. 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 mutant derivatives or variation thereof however caused.
15. An **insured person** engaging in **Manual Work**, steeplechasing, polo, hunting, mountaineering (normally requiring the use of ropes or guide), pot holing, fighting except in self-defence, scuba diving below a depth of 30 metres, ballooning or parasailing, any race, speed or duration test or practising for such events (other than those declared), any specially hazardous pursuits or activity except as an organised holiday interest where tuition by experts is provided.
16. An **insured person** engaging in **winter sports** unless the schedule shows this cover has been selected and, in respect of Annual insurance cover when selected, any claims due to **winter sports** if the **insured person** has participated in **winter sports** for more than 17 days during the period of insurance.
17. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or acting on behalf of or in connection with any organisation or government. If any part of this exclusion is found not valid, or **we** cannot enforce any part of it, the rest will still apply.
18. Loss or destruction or damage or any expense whatsoever resulting from:
 - i. Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
19. Incidental loss of any kind arising from the provision of, or any delay in providing the services which the Certificate relates.

The cover

Extension 1

If an **insured person** has not returned to the United Kingdom before the end of a **trip** for reasons which are beyond their control, this insurance will remain in force for a further 21 days or until return, whichever is the earlier, without additional premium.

SECTION 1 - MEDICAL AND ADDITIONAL EXPENSES

We will pay costs authorised by **us** in advance up to £5,000,000 for each **insured person** who sustains **bodily injury** or suffers illness or dies including whilst playing or practicing or training in the sport declared, whilst on a **trip** in respect of:

- 1) Normal and necessary expenses incurred outside the **country of departure** for **treatment** including specialists fees, emergency dental **treatment** up to £500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative **treatment**, surgical and medical requisites and ambulance charges.
- 2) Reasonable additional accommodation and repatriation expenses incurred by the **insured person** and any one member of his family or travel party who has to remain or travel with the injured or ill **insured person**.
- 3) Expenses incurred in transporting the remains or ashes of the **insured person** to his former home in the **country of departure** or reasonable funeral expenses incurred abroad (costs payable up to £1,000).
- 4) Additional travelling costs incurred in returning children under 18 years of age to their home address in the **country of departure** if incapacity of the responsible **insured person** leaves such children unsupervised. A competent person will be provided to accompany the children home.
- 5) Expenses incurred with the prior consent and authorisation of the Emergency 24 Hour Service Company appointed by **us**, whose full details are given within the Claims Procedure Section of this insurance, for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured **insured person** to the **country of departure**.
- 6) Additional travelling costs incurred in transporting an **insured person** home while on a trip (and, if required within the original period of the booked trip, back to the location abroad following:
 - The sudden and unforeseen death or imminent demise of a close relative in the country of departure during the period of a trip which requires the **insured person's** immediate return home;
 - The sudden and unforeseen hospitalisation in the country of departure during a trip of a close relative of an **insured person** due to serious accident or illness which requires the **insured person's** immediate return home;
 - Accidental damage to, or burglary, flooding or fire affecting an **insured person's** main residence, involving a loss in excess of £1,500 when the **insured person's** presence is required by the Police in connection with such events

EXCLUSIONS

We shall not pay for: -

- 1) Any costs incurred in excess of £500 which have not been authorised in advance by **us**.
- 2) Any claim arising from **trips** undertaken by the **insured person**:
 - against the advice of any medical practitioner; or
 - for the purpose of obtaining medical **treatment** abroad; or
 - when the **insured person** or any **close relative** has received a terminal prognosis from a medical practitioner.
- 3) Any claim arising directly or indirectly from:
 - a medical condition which existed prior to the **trip**, unless such condition has been declared to and accepted by **us**; or
 - a medical condition for which the **insured person** is awaiting hospital in-patient **treatment**; or
 - any medical condition for which the **insured person** has consulted a Specialist or received in-patient **treatment** within the six months prior to the **trip**, unless such condition has been declared to and accepted by **us**; or
 - pre-planned or pre-known medical treatment overseas.
- 4) The costs of continuing regular medication for any condition for which medical advice or **treatment** is being followed at the time of booking or commencing a **trip**.
- 5) Any expenses relating to **treatment** for cosmetic purposes.
- 6) Any expenses relating to the provision of dentures or artificial teeth (other than emergency repairs carried out solely to alleviate stress in eating) dental work involving the use of precious metals.
- 7) Emergency dental **treatment** costs in excess of £1,000.
- 8) Any expenses arising from pregnancy, childbirth or any resulting medical complications if delivery is expected during a **trip** or within 2 months upon expiry of the **trip**.
- 9) Any claims arising from any health condition of the **insured person** where such condition has already been the subject of a claim under this insurance in respect of any earlier **trip**.
- 10) Any expenses incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after the **insured person** is fit to travel to the **country of departure**
- 11) Anything included within the General Exclusions.
- 12) The first £50 of each and every loss for each **insured person** with a maximum deduction of £100 in total per claim per occurrence.

SECTION 1a - HOSPITAL BENEFIT

We will pay £15 per day for each completed 24 hour period up to £600 in total should an **insured person** suffer **bodily injury** or illness during the **period of insurance** which necessitates in-patient hospital **treatment** outside the **country of departure**.

EXCLUSIONS

We shall not pay for:-

- 1) Claims arising from travel undertaken:
 - against the advice of any **medical practitioner**;
 - for the purpose of obtaining medical **treatment** abroad;
 - when the **insured person** has received a terminal prognosis from a medical practitioner.
- 2) Any claim arising from a medical condition which existed prior to the **trip**, unless such condition has been declared to and accepted for insurance by **us**.
- 3) Any claims arising from pregnancy, childbirth or any resulting medical complications if delivery is expected during a **trip** or within 2 months upon expiry of the **trip**.
- 4) Any claims arising from any health condition of the **insured person**, where such condition has already been the subject of a claim under this insurance in respect of any earlier **trip**.
- 5) Anything included within the General Exclusions.

SECTION 2 - PERSONAL ACCIDENT

We will pay the **insured person** or his/her legal personal representatives up to the following sum insured if an **insured person** sustains **accidental bodily injury** during the **trip**, including whilst playing, practising or training in connection with the declared sporting activity, caused solely and directly by outward violent and visible means and such **bodily injury** shall, within 12 months, be the sole and direct cause of death or disablement:

Schedule of benefits	
Death	£15,000
Loss Limb(s) and/or Loss of Sight in one or both eyes	£30,000
Permanent Total Disablement (other than loss of limb(s) or eye(s))	£30,000

CONDITIONS

- 1) Benefit shall not be payable under more than one of the items of the Schedule of benefits in respect of the consequences of one **accident**.
- 2) The total sum payable under this section in respect of any one **insured person** or any one or more **accidents** shall not exceed in all, the largest sum insured payable under any one of the items of the Schedule of benefits.

EXCLUSIONS

We shall not pay for death, loss or disablement caused directly or indirectly from:

- 1) Disease, or any physical defect, infirmity or illness which existed prior to the commencement of the **trip**.
- 2) Any claims arising from pregnancy, childbirth or any resulting medical complications if delivery is expected during a **trip** or within 2 months upon expiry of the **trip**.
- 3) Any payment in excess of £50,000 each **insured person**.
- 4) Any payment over £1,000 for the death of an **insured person** under 18 years of age or over 69 years.
- 5) Any payment over £2,500,000 each Certificate. If a claim goes over this limit we will pay an amount equal to this limit divided by the number of **insured persons you** are claiming for.
- 6) Any claims caused by alcohol abuse, drugs or solvents (other than drugs prescribed by a registered medical practitioner but not for the treatment of drug addiction)
- 7) Anything included within the General Exclusions.

SECTION 3 - PERSONAL EFFECTS & BAGGAGE (and GOLF EQUIPMENT)

We will pay:

- 1) If in the course of a **trip**, the **insured person's personal baggage** is damaged, stolen, destroyed or lost (and not recovered). Subject to the following conditions and exclusions we will pay, or at our option, replace, reinstate or repair or indemnify the **insured person** in respect of such damage, theft, destruction or loss up to an overall maximum of £1,500 each **insured person** in total under this Certificate (after deduction for depreciation and wear and tear of the item(s)).
- 2) In respect of loss or theft of, or damage to, golf equipment of the **insured person**, up to a maximum of £1,000 each **insured person**.
- 3) If accompanied **personal baggage** or golf equipment is temporarily lost for more than 12 hours by the carrier, we will pay up to £100 for the purchase of immediate necessities and up to £100 in respect of hire charges for essential golf equipment, but any payment we make will be deducted from the final claim if the loss becomes permanent.
- 4) We will pay £15 per day for the hire of replacement **Winter sports** ski equipment that is lost or misplaced up to £300 each **insured person**.
Receipts for such purchases or hire costs must be provided.

CONDITIONS

- 1) **You** must take sufficient precautions to secure the safety of **your personal baggage**, and must not leave it unsecured or unattended at any time in a place to which the public have access.
- 2) Cover in respect of theft of **personal baggage** left unattended in a motor vehicle is subject to the following:
 - The items must be locked out of sight in a **secure area** where available; and
 - Forcible and violent means must have been used by an unauthorised person to effect entry into the vehicle; and
 - Evidence of such entry is available.
 - Aggregate limit of £5,000 each Touring Group.
- 3) If claiming for stolen or lost goods **you** should produce a receipt for the purchase of the original goods wherever possible. This will simplify our assessment and payment of claims.
- 4) **You** must report loss of **personal baggage** to the local Police or to the Carrier, as appropriate, (damage to the **personal baggage** in transit must be reported to the Carrier), within 24 hours of the incident. If **you** are unable to obtain a report from the Police, then **you** must report the loss to **your** hotel or accommodation management, or to **your** Tour Operator representative.
- 5) **You** must produce to us written documentation from one of the parties listed above confirming that the loss or theft occurred during the **trip** otherwise **your** claim will not be paid.
- 6) If **you** purchase a comparable replacement for a lost or damaged article, we shall pay for the replacement cost, providing that the article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles of 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of the article at the time of loss, or the cost of repair.

EXCLUSIONS

We shall not pay for:

- 1) Any item loaned, hired or entrusted to **you**.
- 2) Any loss of **personal baggage** left unattended unless in a locked hotel room, apartment, holiday residence or stolen from an unattended motor vehicle if the items concerned have not been locked out of sight.
- 3) Theft of **valuables** from an unattended motor vehicle or from luggage in transit.
- 4) Claims in excess of £400:
 - any one article;
 - any **pair or set** of articles (as defined);
 - for **valuables** in total.
- 5) Losses or damage;
 - resulting from electrical or mechanical breakdown or derangement of the article insured.
 - resulting from wear and tear, moth or vermin, denting or scratching, or any process of dyeing or cleaning.
 - arising from confiscation or detention by Customs or other lawful officials and authorities.
 - in respect of contact or corneal lenses, dentures, bonds, securities, stamps or documents of any kind, typewriters, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, vehicles or accessories, boats and/or ancillary equipment, samples, or merchandise or business goods or specialised equipment relating to a trade or **money**.
- 6) Damage to fragile or brittle articles unless caused by fire or resulting from an **accident** to a sea going vessel, aircraft or vehicle.
- 7) Liability in respect of a **pair or set** of articles where **we** shall be liable only for the value of that part of the **pair or set** which is lost or damaged.
- 8) Sports gear whilst in use except golf equipment and **winter sports** ski equipment .
- 9) Losses from a roof or boot luggage rack.
- 10) The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence (with a maximum aggregate excess each claim of £100).
- 11) Anything mentioned in the General Exclusions.

SECTION 3a – MONEY

We will pay:

If during a **trip**, an **insured person's** personal **money** is lost, stolen, damaged or destroyed. Subject to the following conditions and exclusions **we** will pay the **insured person** in respect of such loss, theft, damage or destruction, up to an overall maximum under this Certificate of £350 each **insured person** in total.

NOTE

In respect of foreign currency and travellers cheques only, cover shall be effective from the time of collection from a bank or travel agent or from 72 hours prior to commencement of a **trip**, whichever is the later, and up to 48 hours after completion of a **trip**, or time of conversion or encashment, whichever is the earlier.

CONDITIONS

- 1) The cover under this Section only applies in respect of **money** when:
 - carried on the **insured person**; or
 - left in a safety deposit box.
- 2) **You** must report loss of **money** to the local Police or to the Carrier (as appropriate) within 24 hours of the incident, and **you** must produce the report from the Police or Carrier to **us**. If **you** are unable to obtain a report from the Police, then **you** must report the loss to **your** hotel or accommodation management, or to **your** Tour Operator representative.
- 3) **You** must produce to **us** written documentation from one of the parties listed above confirming that the loss or theft occurred during the **trip**, otherwise **your** claim will not be paid.

EXCLUSIONS

We shall not pay for:

- 1) Claims for cash in excess of £250 each **insured person** (limited to £50 for **insured persons** under 18 years).
- 2) Losses arising when **money** is not being carried by the **insured person** or is not left in a safety deposit box.
- 3) Shortages due to error, omissions, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities.
- 4) Any claims arising from the fraudulent use of credit cards, charge cards or banker's cards, if the **insured person** has not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. **Our** liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **insured person**.
- 5) The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence (with a maximum aggregate excess each claim of £100).
- 6) Anything mentioned in the General Exclusions.

SECTION 4 - CANCELLATION OR CURTAILMENT

We will pay up to £3,000 each **insured person** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including reasonable additional travel and accommodation expenses incurred for return to the **country of departure**) should the projected **trip** be cancelled before commencement or curtailed before completion, directly as a result of:

- 1) Causes beyond the control of the **insured person** (or not predictable by the **insured person**) at the time of booking any trip during the period of insurance.
- 2) Causes beyond the control of the **insured person** following the booking of any trip
- 3) Delay for more than 12 hours beyond the intended departure time of the **insured person's** outward flight, sea crossing or international train journey (via the Channel Tunnel) from the **country of departure**, and forming part of a booked trip as specified on the ticket as a direct result of strike, industrial action, adverse weather conditions or mechanical breakdown of aircraft, sea vessel or train:

EXCLUSIONS

We will not pay for:

Any claim arising directly or indirectly from:

- 1) Any simple disinclination to travel. This exclusion will not apply if, after **you** have booked **your trip** and effected cover under this Policy, the Foreign Office announces that travellers are recommended to avoid the country or area **you** have planned to visit.
- 2) Any claims attributable to any condition or set of circumstances known to the **insured person** at the time of effecting this insurance or booking a **trip**, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a **trip**, unless such condition has been declared to and accepted by **us**.
- 3) Any claims arising from any health condition of the **insured person**, where such condition has already been the subject of a claim under this insurance in respect of any earlier **trip**.
- 4) Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a **trip**.
- 5) A medical condition for which the **insured person** or a **close relative** is awaiting in patient **treatment** at the time of the booking for the **trip**.
- 6) Any medical condition for which the **insured person** or a **close relative** has consulted a Specialist or received in-patient **treatment** within the six month period to the **trip** unless such condition has been declared to accepted by **us**.
- 7) Any claims arising from a booked **trip** involving pre-planned or pre-known medical **treatment**.
- 8) Any claim arising from a booked **trip** when the **insured person** has received a terminal prognosis from a recognised medical practitioner prior to the booking of the **trip**.
- 9) Claims arising from **strike or industrial action** which had commenced, or for which a commencing date had been announced, prior to making travel arrangements for the **trip**.
- 10) Additional costs incurred due to failure of the **insured person** to notify the Carrier or Travel Agent immediately the **trip** is to be cancelled or curtailed.
- 11) Claims arising from the withdrawal from service (temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of regulatory authority in any country.
- 12) Claims arising from the failure in provision of any part of the booked **trip** (including error, insolvency, omission or default) by the provider of any service forming part of the booked **trip**.
- 13) Claims where the **insured person** has failed to check in for the flight, sea crossing or train journey before the intended departure time or has not obtained written confirmation from the Carrier stating the period and reason for delay.
- 14) Any claims arising from pregnancy, childbirth or any resulting medical complications if delivery is expected during a **trip** or within 2 months upon expiry of the **trip**.
- 15) Claims arising from the financial circumstances of the **insured person** (other than redundancy qualifying for payment under the Employment Protection (Consolidation) Act 1978).
- 16) Any claim arising as a result of attendance of an **insured person**, or any other person on whom the **trip** depends in Court of Law, other than attendance under subpoena as a witness (not being an expert in an occupational, professional or other similar capacity); OR compulsory jury service.
- 17) Prohibitive regulations by the Government of any country, or delay or amendment of a booked **trip** due to Government action.
- 18) The first £10 in respect of each and every claim for loss of deposit only.
- 19) The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence (with a maximum aggregate excess each claim of £100).
- 20) Anything mentioned in the General Exclusions.

SECTION 5 - TRAVEL DELAY

We will pay up to £100 each **insured person** in accordance with the following scale, should the aircraft, sea vessel, coach or train on which an **insured person** is booked to travel be delayed as a result of strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, **hi-jack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions, or **accident** to or mechanical breakdown of such passenger transport:-

- i. £20 for the first completed 12-hour period of delay, and
- ii. £10 for each subsequent completed 12-hour period of delay.

OR

In the event of delay due to the contingencies specified above of at least 24 hours, we will pay up to £3,000 each **insured person** for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event of the cancellation of a **trip** and up to a maximum of £250 each **insured person** in respect of pre-paid green fees for which receipts can be provided.

EXCLUSIONS

We shall not pay for:-

- 1) Any claims attributable to any condition or set of circumstances known to the **insured person** at the time of effecting this insurance or booking a **trip**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this section.
- 2) Any claims arising directly or indirectly out of the failure of the **insured person** to check in according to the itinerary supplied to him, and obtain written confirmation from the carriers, or their handling agents, of the number of hours delay and the reason for such delay.
- 3) Withdrawal from service (temporary or otherwise) of an aircraft, sea vessel or international train on the orders or recommendation of the regulatory authority in any country.
- 4) Anything included within the General Exclusions.

SECTION 6 - PERSONAL LIABILITY

We will pay up to £2,000,000 any one event or series of events (including legal expenses), should an **insured person** become legally liable to pay claims for accidental bodily injury, occurring during a trip including whilst playing golf or accidental loss of or damage to property not belonging to, held in trust or the responsibility of the **insured person** or their servant, family or household, occurring during a trip including whilst playing golf, occurring during the period of insurance.

We will pay the **insured person** (or in the event of his or her death, the **insured person's** legal personal representatives) against all sums which the **insured person** shall become legally liable to pay as compensation in respect of such injury, loss or damage, and all law costs awarded to any claimant or incurred in the defence of any claim that is contested by **us** or with **our** consent.

EXCLUSIONS

We shall not pay for:-

- 1) Any liability, including costs, in excess of £2,000,000 in respect of each or all **insured persons**, in respect of, or arising out of, any one event, in any one period of insurance.
- 2) Any claims arising out of **bodily injury** to any member of an **insured person's** family or household or to any employee.
- 3) Any claims arising out of the profession, occupation or business, including golf, of the **insured person** or arising out of liability assumed under a contract unless an **insured person** would have had that liability anyway.
- 4) Any claims arising out of the ownership, possession or use of any mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals..
- 5) Any claims arising out of the occupation, except temporarily for the purposes of the trip or ownership of any land or building
- 6) Liability or material damage for which indemnity is provided under any other insurance
- 7) Accidental injury or loss not caused through the negligence of the **insured person**
- 8) Any claims arising out of wilful or malicious acts
- 9) Anything included within the General Exclusions.

SPECIAL CONDITIONS APPLYING TO SECTION 6

1. **You** must immediately send **us** every communication about a claim against **you** or an **insured person** (including any writ, summons or claim form) without answering it first. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings as far as possible. **You** must not admit any liability, or make, arrange, offer or promise any payment without **our** written permission.
2. **We** shall be entitled to take over and conduct in the name of the **insured person**, the defence of any claim or to prosecute in his or her name, for **our** own benefit, any claims for indemnity or damages against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The **insured person** shall, whenever possible, give all such information and assistance as **we** may require.

SECTION 7 - PERSONAL ASSISTANCE SERVICE

We will pay the administration and delivery costs in providing the following services:

- 1) Assistance in replacing essential drugs or other medication which have been lost or are unobtainable overseas, and lost or broken prescription glasses or contact lenses, or blood, which are unobtainable overseas.
- 2) Access to names and addresses of local doctors, hospitals, clinics and dentists when consultation or minor **treatment** is required.
- 3) Trace and delivery of lost luggage. This is a fall back facility to help when the usual channels have failed to help. The baggage tag number must be available.
- 4) Help with the replacement of lost or stolen tickets and travel documents and referral to suitable travel offices.
- 5) At the request of the **insured person**, emergency notification to credit and charge card companies in the **country of departure**, in the event of loss or theft of cards whilst abroad.

EXCLUSIONS

We will not pay for:-

- 1) The cost of any replacement articles, drugs, medical or blood.
- 2) Anything mentioned in the General Exclusions.

SECTION 8 - UK DEPARTURE ASSISTANCE & MISSED UK CONNECTION

Cover under this Section applies during **your** internal and connecting travel by scheduled public transport or by private vehicle between **your** home and the point where **you** transfer to or from **your** main international air, sea or rail Carrier.

We will provide the following services and benefits to **you** during a **trip**.

On Your Outward Journey

If after leaving home **you** are delayed during **your** internal and connection journey to the transfer airport, port or rail terminal, as a result of disruption, cancellation, delay, curtailment, suspension, failure or alteration of public transport, or breakdown or **accident** immobilising the private vehicle in which **you** are travelling:-

We will provide assistance to enable **you** to continue the journey to the transfer airport, port or rail terminal.

Where necessary **we** will provide alternative transport or emergency local help, including the towing of **your** own vehicle to the nearest garage.

During Your Return Journey

We will assist **you** to reach home from the point where **you** transfer from **your** main international air, sea or rail Carrier if:-

- 1) **Your** main international air, sea or rail Carrier is delayed and as a direct result **you** miss **your** planned travel connection by scheduled public transport. **We** will liaise with the onward transport provider to advise of **your** late arrival and will, if necessary, make alternative travel arrangements to enable **you** to reach home within a reasonable period.
We will pay up to £300 each **insured person** to meet the additional costs incurred.
- 2) **You** arrive at the transfer point on time but cannot continue to home as planned due to:-
disruption, cancellation, delay, curtailment, suspension, failure or alteration of or to planned internal/connecting public transport; or immobilisation or loss of the private vehicle left in the **country of departure** or at the transfer point and in which **you** proposed to travel.
As appropriate, **we** will provide necessary alternative transport, emergency local assistance, the recovery of the private vehicle and passengers to home, or overnight hotel accommodation whilst awaiting repairs to the private vehicle. **We** will pay up to £300 each **insured person** to meet the additional costs incurred if the private vehicle in which **you** are travelling or intending to travel is immobilised by breakdown or **accident**. **You** will be responsible for authorising repairs and for meeting any costs other than for one hour's roadside assistance and towing charges to the repairer nominated by **you** or to **your** home as appropriate.

CONDITIONS

You must take every reasonable step to commence and complete the journey to transfer point on time.

If **you** suffer delays **you** must obtain written confirmation from the Carrier stating the period and reason for delay.

EXCLUSIONS

We will not pay for:

- 1) **Strike or industrial action** which had commenced, or for which a commencing date had been announced, prior to making travel arrangements for the **trip**.
- 2) Withdrawal from service (temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the regulatory authority in any country. If this happens **you** should direct **your** claim to the transport provider concerned.
- 3) Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- 4) Immobilisation or loss of any vehicle **you** have taken abroad on **your trip**.
- 5) Anything mentioned in the General Exclusions.

SECTION 9 - MISSED DEPARTURE ON THE OUTWARD JOURNEY

We will pay up to £500 in respect of travel to **Europe** or £1,000 in respect of travel to a country outside **Europe**:

In the event that the **insured person** arrives at the airport, port or international rail terminal (for rail travel via the Channel Tunnel) in the **country of departure** too late to commence the outward journey abroad for the booked **trip**, as a result of:

- breakdown or **accident** involving the car in which the **insured person** is travelling;
- cancellation or curtailment of scheduled public transport due to adverse weather conditions, **strike or industrial action** or mechanical breakdown, derangement or **accident**.

We will provide assistance by liaising with the Carrier and/or Tour Operator to advise of the **insured person's** late arrival.

As necessary **we** will make arrangement for overnight hotel accommodation and alternative international travel.

We will indemnify the **insured person** for reasonable additional travelling and accommodation expenses necessarily incurred to reach the booked destination by the most direct alternative route.

CONDITIONS

- 1) The **insured person** must take every reasonable step to commence and complete the journey to the departure point and check in for the flight, sea crossing or train journey on time.
- 2) The **insured person** must obtain written confirmation from the Carrier stating the period and reason for delay.

EXCLUSIONS

- 1) **Strike or industrial action** which is public knowledge at the time of effecting the insurance.
- 2) Withdrawal from service (temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the regulatory authority in any country.
- 3) Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- 4) Claims for additional mechanical wear and tear or depreciation of the **insured person's** vehicle or for mileage charges other than additional fuel and oil.
- 5) Claims under this Section in addition to claims under Section 5.
- 6) Anything mentioned in the General Exclusions

SECTION 10 - LOSS OF PASSPORT

In the event of loss or theft of the **insured person's** passport occurring outside the **country of departure** during a **trip**:

We will provide assistance in replacing the lost or stolen passports, including the cost of delivery of replacements to the place where the **insured person** is staying.

We will pay up to a maximum under this Certificate of £300 each **insured person** in respect of reasonable additional travel and accommodation expenses incurred abroad for the purpose of obtaining a replacement passport.

CONDITIONS

- 1) **You** must report loss of passports to the local Police or to the Carrier as appropriate within 24 hours of the incident, and **you** must produce the report from the Police or Carrier to **us**. If **you** are unable to obtain a report from the Police, then **you** must report the loss to **your** hotel or accommodation management, or to **your** Tour Operator representative.
- 2) **You** must produce to **us** written documentation from one of the parties listed above confirming that the loss or theft occurred during the **trip** - otherwise **your** claim will not be paid.

EXCLUSIONS

We will not pay:

- 1) Administrative and delivery costs in excess of £300 in total under this Certificate.
- 2) The cost of any replacement passports if insured under another Section of this Certificate.
- 3) The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence (with a maximum aggregate excess each claim of £100).
- 4) Anything mentioned in the General Exclusions.

SECTION 11 - LEGAL PROTECTION

11.a Telephone Advice

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with a **trip** or in connection with an **insured person's** home. This service operates from the commencement of a **trip** until 7 days after completion of the **trip**.

11.b Legal Expenses

- 1) **We** will pay up to £25,000 each **insured person** (with an overall maximum of £50,000 in respect of all **insured persons** in connection with any one event giving rise to a claim), legal expenses incurred by or on behalf of an **insured person** in the pursuit of a claim for damages against a third party who has caused **bodily injury** to or illness or death of an **insured person** by an **accident** or if an **insured person's** home suffers damage during the **trip** or within seven days after the end of the **trip**, during the operative time.

We will also pay additional travel expenses in the event that the **insured person** is required by a Court abroad to attend in connection with an event giving rise to an action under this section up to a maximum each **insured person** of £250.

- 2) In the event that no compensation, or limited compensation, is received by the **insured person** on whose behalf the proceedings have been instigated under Section 11, **we** will indemnify the **insured person** against claims for fees, costs and expenses arising out of the proceedings, but solely to the extent that these fees, costs and expenses exceed the amount of any compensation received, up to a limit of £25,000 in total under this Certificate each **insured person** (with an overall maximum limit of £50,000 in respect of all **insured persons** in connection with any one event giving rise to a claim).

CONDITIONS

- 1) Arc Legal Assistance, shall be entitled to nominate and appoint a legal representative to act on behalf of an **insured person** and to have direct access at all times to the legal representative.
- 2) **We** reserve the right to withdraw at any stage and after that **we** shall not be liable for any further expenses.
- 3) In the event that an award of compensation is made and payment is received by the **insured person**, then all sums paid by **us** shall be repaid out of the compensation received.
- 4) Legal proceedings instigated in the United States of America or Canada may, at **our** option, be subject to the contingency fee system operating in North America.
- 5) In no circumstances whatsoever will legal expenses be paid in bringing legal proceedings in more than one country in respect of the same occurrence.

EXCLUSIONS

- 1) Costs or expenses incurred without prior authorisation by **us**.
- 2) Any claim not notified to **us** within 90 days after the commencement of the event giving rise to the claim.
- 3) Actions between **insured persons**, the pursuit of claim against **us**, **our** agent, or a Travel Agent, Tour Operator or Carrier, or an **insured person's** family.
- 4) The pursuit or continued pursuit of any claim where **we** consider the **insured person** is unlikely to obtain a reasonable settlement.
- 5) Anything included within the General Exclusions.

SECTION 12 - HOMECALL

During the 7 day period commencing from the end of a trip, within the mainland of Great Britain we will arrange, on receipt of the **insured person's** instructions, for a repairer to carry out repairs arising from the loss of use of or damage to the systems or facilities within the **insured person's** home as follows:

- i) The domestic plumbing or drainage system where there is a likelihood of flooding
- ii) The domestic gas or electricity supply system in the event of complete failure
- iii) The roofing where internal damage is likely to be caused
- iv) The external locks, door or windows rendering the home insecure
- v) The fixed heating system where there is an escape of water or oil

Specific Condition

The **insured person** will be responsible for the payment of all charges associated with carrying out the callout and repair. Payment should be made direct to the repairer at the time the repairs are effected.

SECTION 13 - GOLF CLUB SUBSCRIPTION REIMBURSEMENT

We will reimburse the Golf Club Subscription that has been paid if, following an **accident** whilst playing golf during the period of this insurance, the **insured person** is unable to play golf for more than 60 consecutive days.

The most we will pay is the proportionate amount calculated from the date of the **accident** until the renewal date of the Subscription, up to a maximum period of 12 months, not exceeding £1000 each **insured person**.

WINTER SPORTS

The following sections apply if **you** have asked for this cover and your schedule shows this cover is operative.

SECTION 14. SKI PACK

We will pay up to £250 each **insured person** for any irrecoverable payments paid or contracted to be paid in respect of:-

- i. The value of any unused ski pass lost by an **insured person** during the operative time.
- ii. The value of any unused ski pass, ski hire or tuition fees, should an **insured person** suffer **bodily injury** or illness, certified by a local registered medical practitioner, during the **operative time**.

EXCLUSIONS

We shall not pay for:

- i. Anything included within the General Exclusions.

SECTION 15. PISTE CLOSURE

We will pay up to £200 each **insured person** in accordance with the following scale, should all skiing facilities at the pre-booked resort be closed due to lack of snow:-

1. Up to £10 per day for reasonable additional travel expenses incurred in reaching an alternative skiing site,
or
- ii. £20 per day for each completed 24 hour period that pre-booked resort skiing facilities are closed and no alternative skiing site is available.

EXCLUSIONS

We shall not pay for:

- i. Any claims arising within the United Kingdom.
- ii. Any claims arising in the Northern Hemisphere in respect of trips commencing or ending during the period 1st May to 30th November inclusive and in the Southern Hemisphere in respect of trips commencing or ending during the period 1st October to 30th April inclusive.
- iii. Any claims for additional travel expenses incurred other than for travel arranged by the Tour Operator if travelling on a Tour Operator organised trip.
- iv. Anything included within the General Exclusions.

SECTION 16. AVALANCHE

We will pay up to £150 each **insured person** for reasonable additional travel and accommodation expenses incurred, if as a result of avalanche, landslip or landslide, the **insured person** is unavoidably delayed from leaving the pre-booked resort.

EXCLUSIONS

We shall not pay for:

- i. Any claims arising within the United Kingdom.
- ii. Any claims arising in the Northern Hemisphere in respect of trips commencing or ending during the period 1st May to 30th November inclusive and in the Southern Hemisphere in respect of trips commencing or ending during the period 1st October to 30th April inclusive.
- iii. Anything included within the General Exclusions.