

TRAVEL INSURANCE CERTIFICATE

YOUR SCHEDULE OF BENEFITS DETAILS THE SECTIONS OF THIS DOCUMENT UNDER WHICH YOU ARE COVERED.

THIS IS TO CERTIFY that in accordance with the authorisation granted to the undersigned by UK Underwriting Limited, on behalf of Fortis Insurance Limited (hereinafter referred to as "the Insurer") in consideration of the appropriate premium, the said Insurer is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon. **The document only constitutes a valid insurance Policy when it is issued in conjunction with a valid Insurance Certificate or schedule between 01.12.2009 and 30.11.2010. All policies must expire prior to 31.05.2011.**

This travel insurance is arranged by Towergate Underwriting Group Ltd trading as Towergate Underwriting Travel with UK Underwriting Limited on behalf of: Fortis Insurance Limited. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA. Registered in England No. 354568. Towergate Underwriting Group Ltd trading as Towergate Underwriting Travel, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

SCHEDULE OF BENEFITS

Item	Description	Benefit (Excess in brackets) Single Trip Policy / Annual Multi Trip Policy Economy Annual Multi Trip Policy	Benefit (Excess in brackets) Long Stay Standard Policy	Benefit (Excess in brackets) Long Stay Extended Policy
A	Cancellation & Curtailment	£5,000 (£50)	Not covered	£1,000 (£50)
B	Medical & Treatment expenses <i>(This section includes emergency assistance services)</i>	Up to £5,000,000 (£50)	Up to £2,500,000 (£50)	Up to £5,000,000 (£50)
C	Hospital Benefit	Up to £15 per day up to total of £600 (£0)	Not covered	Up to £15 per day up to a total of £300 (£0)
D1	Travel Delay	Up to £20 for the first full 12 hour period. £10 each additional full 12 hour period up to a total of £100 (£0)	Not covered	Not covered
D2	Holiday Abandonment	Up to £3,000 (£50)	Not covered	Not covered
D3	Mugging Benefit	Up to £40 per day up to a total of £500 (£0)	Not covered	Not covered
D4	Missed Departure	Up to £1,000 (£50)	Not covered	Up to £1,000 (£50)
E	Personal Accident Loss of limbs or sight (aged 65 and under) Permanent Total Disablement Death Benefit (aged 18-65) Death Benefit (aged under 18) All Benefits (for those aged 66 and over)	Up to £25,000 in total under this section Up to £25,000 (£0) Up to £25,000 (£0) Up to £5,000 (£0) Up to £2,500 (£0) Up to £2,500 (£0)	Not covered Not covered Not covered Not covered Not covered	Up to £10,000 in total under this section Up to £10,000 (£0) Up to £10,000 (£0) Up to £5,000 (£0) Up to £2,500 (£0) Up to £2,500 (£0)
F	Personal Liability (including legal fees)	Up to £2,000,000 (£100)	Up to £1,000,000 (£100)	Up to £2,000,000 (£100)
G	Legal Expenses	Up to £10,000 (£100)	Not covered	Up to £10,000 (£100)
H*	Personal Effects and Baggage* Single Item, Pair, or Set Limit* Valuables Limit in Total* Travel Documents* (Longstay cover limited to loss of passport) Delayed Baggage*	Up to £2,000 in total under this section* (£50) £200* (£50) £200* (£50) Up to £500* (£50) Up to £75 per full 24 hour period up to a total of £150* (£50)	Not covered Not covered Not covered Up to £250 (£50) Not covered	Up to £1,000 in total under this section (£50) Up to £200 (£50) Up to £200 (£50) Up to £500 (£50) Not covered
I*	Personal Money* Personal Cash Limit* Personal Cash Limit (aged under 18)*	Up to £500* (£50) Up to £250* (£50) £100 (£50)	Not covered Not covered Not covered	Up to £100 (£20) £50 (£20) Not covered
J*	Wintersports Cover* (available upon payment of additional premium or when an Annual Multi Trip policy is effected) Ski Equipment owned or hired* Hire of Alternative Equipment* Ski Pack* Piste Closure* Avalanche Closure	Up to £600 in total under this section* Up to £600* (£50) Up to £200* (£50) Up to £300* (£50) Up to £200* (£50) Up to £200* (£50)	Not covered Not covered Not covered Not covered Not covered	Up to £400 in total under this section Up to £400 (£50) Up to £200 (£50) Up to £300 (£50) Up to £200 (£50) Up to £200 (£50)

*There is no cover under Sections H, I and J under the Economy Annual Multi Trip Policy. The Economy Annual Multi Trip Policy does not provide cover for those aged 51 years or older at date of inception, and the maximum duration of any one trip is 21 days.

The Maximum amount we will pay under all benefits of this Policy is £5,000,000

READ ME FIRST

In accordance with the Association of British Insurers' General Business Code of Practice the Insurer hereby draws Your attention to some important features of Your travel insurance Policy. If You would like more information, please contact Your issuing broker or agent, particularly if You feel the insurance may not meet Your needs.

GEOGRAPHICAL LIMITS

UK: England, Scotland, Wales, Ireland, Channel Islands and Isle of Man
Europe: The continent of Europe west of the Ural Mountains, any country with a Mediterranean coastline (excluding Algeria, Israel, Libya and Lebanon), Atlantic Island Group of Madeira, Canaries, and Azores
Worldwide excluding USA, Canada and China
Worldwide including USA, Canada and China

HEALTH CONDITIONS

Your Policy excludes certain pre-existing medical conditions known to You concerning the health of You, Your Relatives, Your travelling companions, or anyone whose ill health would force You to cancel or cut short Your Trip (unless declared to and agreed to by Our medical referral providers via the broker with whom You placed Your Policy). Please read the definitions of a pre-existing medical condition overleaf.

RECIPROCAL HEALTH AGREEMENT

Travellers to European Union countries should obtain a European Health Insurance Card (EHIC) from their local Post Office. This will entitle them to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of Excess under Section B will not apply. Travellers to Australia must enrol with Medicare on arrival (information details at www.hic.gov.au).

FAMILY POLICY COVER

Cover for families shall apply where the appropriate premium has been paid and where the Family members travel together. Adults insured on an annual multi-trip policy are entitled to travel independently of each other. Cover for Children will only be provided if travelling with an insured adult, unless the appropriate additional premium has been paid, and all travellers are named on the policy schedule.

AGE ELIGIBILITY

The maximum permissible age for all policies and all regions is 75 years, except for those shown below:
All Longstay policies 40 years
All Economy Annual Multi Trip policies 50 years

PROPERTY CLAIMS

These claims are paid based on the value of goods at the time You lose them and not on a 'new for old' or replacement cost basis. An amount for wear, tear and depreciation will be deducted. Certain items of personal property are not covered. Police reports are required for all losses involving theft and other losses require alternative appropriate reports, such as an airline property irregularity report, a hotel managers report etc.

POLICY DOCUMENT

You should read this document carefully. It gives You full details of what is and is not covered and the conditions of the cover.

CONDITIONS, EXCLUSIONS & WARRANTIES

Conditions and exclusions will apply to individual sections of Your Policy, while general exclusions and conditions will apply to the whole of Your Policy. It is a condition of this Policy that all Material Facts must be disclosed to the Insurer at the time of taking out this insurance. Failure to do so may result in the Insurer's non-liability for claims.

DATE RECOGNITION FAILURE

There is limited cover under the Policy for claims arising from the failure of computers and other data processing systems to correctly recognise the true calendar date. The extent of this exclusion can be ascertained by reading exclusion 1 of the Exclusion Applicable to all sections of the insurance contained herein.

HAZARDOUS SPORTS & LEISURE ACTIVITIES

You are covered whilst You are participating in any of the Acceptable Sports & Leisure Activities listed on page 2 of this Policy, or if You have paid the additional premium to include Wintersports cover (other than on an annual multi-trip Policy). You are not covered whilst participating in any sport or leisure activity not listed. If You have any doubts please contact Your broker for advice.

PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of:

- Any liability, injury, loss or damage arising directly or indirectly from ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment; or
- Participation in any hazardous sport or leisure activity not listed under Acceptable Sports & Leisure Activities on page 2.

POLICY LIMITS

All sections of Your Policy have acceptable limits on the amount the Insurer will pay under that section. There are also specific limits under the Personal Effects and Baggage section for; Single Items; Valuables; items for which an original receipt, proof of purchase or an insurance valuation (obtained prior to loss) is not supplied.

POLICY EXCESSES

Under most sections of the Policy, claims will be subject to an Excess. The Excess will be applied per person, per section and per incident under which a claim is made. This means that You will be responsible for the first part of the claim. The amount You have to pay is the Excess.

REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent illness, injury or loss or damage to Your property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of Money, which was not carried on Your person unless placed in a safety box, or similar locked, fixed receptacle.

GOVERNING LAW

This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

DATA PROTECTION

Please note that any information provided to us will be processed by us and our agents in compliance with the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information, in confidence, for process to other companies acting on their instructions including those located outside the European Economic Area.

CANCELLATION

We hope You are happy with the cover this Policy provides. However, if after reading this Certificate, this insurance does not meet with Your requirements, please return it to the agent who effected this insurance within 14 days of issue and We will refund Your premium.

The Insurer 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 their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on their insurance.

COMPLAINTS PROCEDURE

If You have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 6.

DRIVING ABROAD

Cover under the medical expenses and personal accident sections of this Policy are extended to include claims arising as a consequence of You travelling as a driver or passenger in any private motor vehicle or motorcycle or quad bike of 125cc and under providing that You hold the appropriate licence. It should be noted that no coverage exists under the personal liability section of this Policy for claims arising out of the use or possession of a motorised vehicle. Therefore, You are urged to seek confirmation from the vehicle owner or hirer that this area of coverage is adequately provided for under an alternative insurance Policy.

PRE-EXISTING MEDICAL CONDITIONS

If **You** or any of **Your** travelling companions have a medical condition which has been suffered, or for which medical advice, treatment or medication has been received prior to the date of issue of this **Policy** **You** must declare this when taking out **Your Policy**. Please contact **Your broker** for details. **You may be required to pay an additional premium to cover a medical condition.** **You** will not be covered under Section A, B and C of this **Policy** if **You** fail to contact **Us**.

Please note that there is no cover if, at the time of booking **Your Trip** or effecting **Your** insurance, and in the case of Annual Multi-trip at the time of booking each **Trip**, **You**, **Your** travelling companions, **Your Relatives** or anyone else upon whom **You** travel plans depend

- (i) is receiving, or is on a waiting list for In-patient hospital or clinic treatment
- (ii) is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad
- (iii) have received a terminal prognosis

On-Going Health Warranty

If there is a significant change in **Your** medical condition or if **You** develop a new condition (after **You** have taken out this insurance, but before **You** travel) **You** must contact the broker from whom **You** bought this policy. They will tell **You** if cover can continue. If we cannot continue cover **You** may be able to claim for the cost of cancelling **Your** travel arrangements. We reserve the right to amend the terms of, or cancel **Your Policy**, providing **You** with a pro-rata refund of premium.

Policy Queries

If **You** have a query regarding this **Policy** please call **Your** issuing agent or broker.

WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY

The emergency assistance provided for **You** by this Insurance is operated by Global Response and Healthwatch S.A. In the event of any illness, injury, accident which requires:
Inpatient treatment anywhere in the world you must contact:

Global Response:

Tel: +44 (0) 113 3180 146

Fax:+44 (0) 113 3180 147

Email: assistance@global-response.co.uk

Outpatient treatment anywhere in the world, excluding North America and the United Kingdom, **You** must contact:

Healthwatch S.A.:

TTel: +44 (0) 113 3180 124

Fax:+44 (0)113 3180 125

Email: newcase@healthwatch.gr

Outpatient treatment in North America and the United Kingdom **You** must contact:

Global Response:

Tel: +44 (0) 113 3180 146

Fax:+44 (0) 113 3180 147

Email: assistance@global-response.co.uk

Global Response or Healthwatch S.A. may be able to guarantee costs on **Your** behalf. When contacting Global Response or Healthwatch S.A. please state that **Your** insurance is provided by UK Underwriting Ltd and quoting the appropriate reference number:

Scheme name: Newton Lee

Reference number: 03760

Note: **You** must retain all receipts for medical & additional costs incurred and **You** are responsible for any policy excess and this should be paid by **You** at the time of treatment.

HOSPITAL TREATMENT ABROAD

If **You** are admitted to hospital **You** must contact Global Response immediately.

If **You** do not, this could mean that **We** will not provide cover or **We** will reduce the amount **We** pay for medical expenses.

Healthwatch do not deal with the case management of inpatients, clients should call Global Response who will appoint HWA to do the cost containment

OUTPATIENT TREATMENT

If **You** require outpatient treatment outside North American and the United Kingdom, please contact the appropriate Emergency Assistance provider as detailed above. Please ensure the treating Doctor or Clinic is aware of the following instructions:

OUTPATIENT INSTRUCTIONS TO DOCTORS/CLINICS:

In order to have **Your** invoices paid quickly, please send **Your** invoice together with a copy of the policy schedule (clearly showing the policy number and names) and any supporting documentation related to the outpatient treatment (Medical report, cost breakdown) by email to newcase@healthwatch.gr

You must include your bank account details, IBAN no's and / or Swift code for payment to be processed electronically.

Out Patient Department Tel: 00 30 2310 256454

Out Patient Department Fax: 00 30 2310 256455 or 0030 2310 254160

E-mail: newcase@healthwatch.gr

WHEN YOU RETURN HOME – Making a Claim

For all Sections

If **You** need to make a claim, please obtain a claim form no later than 31 days after the event by:

- Telephoning Direct Group Travel Services on 0870 774 4199 quoting reference: Newton Lee 03760.
- Writing to Direct Group Travel Services, Claims Department, PO Box 800, Halifax HX1 9ET quoting reference: Newton Lee 03760.
- Faxing Direct Group Travel Services on 0844 4124138.

When returning the claim form, please include all relevant documentation. Please send originals – not photocopies (keep copies for **Your** records). For all claims **You** will need to send **Your** original insurance **Certificate** and **Your** original holiday booking invoice.

UK Underwriting Ltd are insurer's agents and in the matters of a claim act on behalf of the insurer.

DEFINITIONS

The following words shall have the same meaning wherever they appear in the **Policy Document**.

Acceptable Sports & Leisure Activities

Abseiling*, Archery*, Athletics track events, inc long distance running, Badminton, Baseball, Basketball, Beach Games, Canoeing to WW Cat 3*, Clay Pigeon Shooting, Cricket, Cycling (excluding BMX and Mountain Biking), Deep Sea Fishing, Dinghy sailing, Fell walking or fell running, Fishing, Football (excluding American football), Go-karting, Golf, Hiking (under 2000 metres altitude), Hockey, Horse-riding (excluding hunting and eventing), Hot air ballooning (organised in your usual Country of Residence before departure), Ice skating, Jet boating, Jet ski-ing, Jogging, Lacrosse, Motorcycling and/or Quadbiking up to 125cc, Netball, Orienteering, Parascending over water*, Pony trekking, Racquetball, Rambling, Roller skating/blading, Rounders, Rowing, Safari (organised by **Tour operator** or in your usual **Country of Residence** before departure), Sail boarding, Sailing within territorial limits, Scuba diving to 18 metres*, Skate boarding, Snorkelling, Squash, Surfing (under 14 days), Tennis, Trekking (under 2000 metres altitude), Triathlon*, Volleyball, Water polo, Water ski-ing, White water rafting to WW Cat 3*, Windsurfing.

If **Your** activity does not appear on the list of **Acceptable Sports & Leisure Activities**, it is not covered. However, we may be able to cover **Your** activity upon payment of an additional premium. Please contact the broker with whom **You** placed **Your Policy** to discuss **Your** requirements.

* if adequately supervised

Accident, Accidental

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

The following are not included in the definition:

- the contracting of any disease, illness and/or medical condition,
- the injection or ingestion of any substance,
- any event which directly or indirectly exacerbates a previously existing physical bodily injury.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Adverse Weather

Weather of such severity that the police (or appropriate authority) warn by means of public communications networks (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally envisaged by you, or by any reasonable alternative route.

Cancellation Costs

Travel and accommodation expenses paid or contracted to be paid by **You** in respect of **Your Trip**.

Cash

Bank notes, currency notes and coins.

Certificate

An insurance validation **Certificate** issued by the issuing broker or agent which describes **You** and the **Insured person(s)** who are covered under this **Policy**.

Children/Grandchildren

Persons aged up to and including 19 years of age.

Close Business Associate

A person in the same employment as **You** in **Your Country of Residence**, whose absence from work or place of employment for one or more complete days at the same time as **You**, prevents the effective continuation of that business.

Common-law Partner(s)

Any couple (including same sex) in a common law relationship or who have co-habitated for at least 6 months.

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 expense 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.

Country of Residence

The country in which **You** live, for the majority of the year.

Curtilment Costs

Travel costs necessarily incurred to return **You Home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is not spent overseas.

The following are not included in the definition:

- all costs attributable to the outward and return travel tickets, whether used or unused.

Excess

The first amount **You**, and each person named on the insurance **Certificate**, have agreed to pay towards a claim under each section of this **Policy**.

Family

Parents or grandparents (up to a maximum of two adults) and their Children or Grandchildren.

Hazardous Sport or Leisure Activity

Any activity not listed under **Acceptable Sports & Leisure Activities** above.

Home

Your usual place of residence within the European Union.

Insurer/Our/We

UK Underwriting Ltd on behalf of Fortis Insurance Limited.

Material Fact

Any fact which is known to **You**, which is likely to influence the **Insurer** in the acceptance or assessment of this insurance.

Money

Bank notes, currency notes and coins and cheques.

Pair or Set

Two or more items of **Personal Effects** which are complementary or used or worn together.

Period of Insurance for a Single Trip

The **Trip Duration**, as shown in **Your Certificate**. Cover under the cancellation section of **Your Policy**, starts from the date the **Certificate** is issued and ends at the start of **Your Trip**.

The cover under all other sections of **Your Policy**, starts at **Your Trip** departure and ends on **Your Return Home** or expiry of the **Policy**, whichever is first.

Period of Insurance for an Annual Multi-trip only

The period starting and ending on those dates shown on **Your Certificate**.

Cover under the cancellation section of **Your Policy**, starts from the later of either:

- the start date of **Your Policy**; or
- the time at which the **Trip** is booked;

and ends at which ever happens first:

- the start of **Your Trip**; or
- the expiry of the **Policy**.

The cover under all other sections of **Your Policy**, starts at **Your Trip** departure and ends on either

- **Your** return **Home**, or
 - the expiry of this **Policy**, or
 - **Your Trip** exceeding the maximum **Trip** length;
- whichever is first.

There is cover for Travel within **Your Country of Residence** only for **Trips** over 50 miles from **Home** when accommodation has been pre-booked for at least two nights.

Wintersports cover is limited to 21 days per **Policy** per year for Annual Multi-trip Cover (other than Economy Annual Multi-trip Cover where there is no **Wintersports** Cover). **Wintersports** Cover is only included under Single Trip Cover when **You** have paid the appropriate additional premium.

Personal Effects and Baggage

Luggage, clothing, **Valuables** and personal items which are owned by **You** and have been either taken or purchased on the **Trip**.

The following are not included in the definition:

Antiques, any property held or used for any business or professional purposes, bicycles, binoculars, bonds, coupons, documents of any kind, **Money**, securities, stamps, travellers cheques, camcorders, cassettes and cassette players, cellular phones, compact discs and compact disc players, computer and telecommunication equipment of any kind, computer games, contact or corneal lenses, diving equipment, furs, musical instruments, radios, spectacles, sunglasses, tape recorders, television sets, video equipment and video games.

Policy

Your Certificate, this **Policy** and endorsements.

Public Transport

A train, bus, coach, ferry service or scheduled airline flight operating to a published timetable to join the booked travel itinerary.

Redundancy, Redundant

You becoming unemployed under the Employment Protection Act. **You** must have been given a Notice of **Redundancy** and be receiving payment under the current **Redundancy** payments legislation.

The following are not included in the definition:

- any employment which has not been continuous and with the same employer;
- any employment which is not on a permanent basis;
- any employment which is on a short term fixed contract;
- any instance where **You** had reason to believe that **You** would be made **Redundant** at the time of booking **Your Trip**.

Relative(s)

Brother, brother-in-law, common law partner, daughter, daughter-in-law, fiancé(e), grandchild, legal guardian, parent, parent-in-law, grandparent, sister, sister-in-law, son, son-in-law, step-parent, step-child, step-brother, step-sister or spouse.

Resident

You are resident within the **UK** at the time of arranging this insurance and at the time of **Your** departure.

Serious Illness or Serious Injury

Any illness or injury which:

- renders **You** totally incapacitated; or
- results in **You** being a patient in hospital for more than 48 hours.

Single Item, Pair or Set

Any one article, pair, set or collection.

Ski Equipment

Skis, ski bindings, ski boots, ski sticks, snow board, snow board bindings and snowboard boots.

Sports Equipment

Those items which are usually worn, carried, used or held during the participation in a sporting activity.

The following are not included in the definition:

- **Ski Equipment**.

Total Disablement

Means **You** are prevented from engaging in paid employment or paid occupation of any and every kind, but for children any occupation not normally reserved for the handicapped.

Trip, Trip Duration

A journey which begins when **You** leave **Your Home** and ends on **Your** return, during the **Period of Insurance**, to either

- a. **Your Home**, or
- b. a hospital or nursing home in **Your normal Country of Residence**, following **Your** repatriation.

United Kingdom, UK

Means England, Scotland, Wales and Northern Ireland. The Channel Islands and Isle of Man are regarded as **UK** for **Trips** departing from and returning thereto.

Us

Towergate Underwriting Travel.

Valuables

Shall include, but not be limited to, cameras, televisions, photographic equipment, video equipment, audio equipment, laptop and hand held computer equipment, electronic equipment, jewellery, watches, furs, cassettes or compact discs, telescopes, binoculars, antiques, precious stones or articles made of or containing gold, silver or other precious metals.

Wintersports

The following are included by payment of additional premium:

Guided cross country skiing, mono skiing, off-piste skiing or snowboarding, recreational racing, skiing, snow boarding, snow sledging, tobogganing (not bobsleighbing or using any professional course), snow-mobiling (excluding any claims for personal accident Section E or personal liability Section F), professionally supervised heli-skiing and ice skating.

The following are not included in the definition:

Freestyle skiing, lugging, off-piste skiing or snowboarding in areas designated as unsafe by resort management, off-piste skiing or snow boarding where there is an avalanche warning in place, parapenting, ski acrobatics and stunting, ski bob racing, ski flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs.

You, Your, Insured

All person(s) named on the policy schedule, being resident in the **UK**. Each person is separately insured, with the exception of Children/Grandchildren unless travelling with an insured adult, or unless the appropriate additional premium has been paid.

SECTION A – CANCELLATION AND CURTAILMENT

What You Are Covered For:

The **Insurer** will pay, up to the amount shown in the Schedule of Benefits on page 1, for **Your** unused proportion of the costs which **You** have paid or agreed to pay and which **You** cannot recover from any source, if it is necessary and unavoidable to cancel or cut short **Your Trip** as a result of:

- (a) death, **Serious Injury or Illness**, during the **Period of Insurance** of:
 - **You**; or
 - a person **You** are travelling with; or
 - a **Relative**; or
 - a **Close Business Associate** who lives in the **UK**; or
 - a friend or **Relative** who lives abroad with whom **You** were staying.
- (b) **You** or the person **You** are travelling with:
 - being required in the **UK** for jury service, as a witness in a Court of Law; or
 - being under compulsory quarantine; or
 - being prevented from travel following a government travelling restriction that prevents travel; or
 - being required to be present by the police, as a result of **Your Home** or their **Home** or usual place of business in the **UK** suffering a burglary within seven days before the start of **Your Trip**; or
 - suffering **Accidental** damage to **Your Home** or to **Your** travelling companion's **Home** within seven days before the start of **Your Trip**; or
 - being made **Redundant** under the **Redundancy** Payments Act; or
 - being posted overseas or receiving emergency requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section A:

- the **Excess** as shown in the Schedule of benefits on page 1;
 - any claim for curtailment which has not been approved by **Global Response**, prior to **Your** return to **Your normal Country of Residence**;
 - any claim which is not supported by written medical confirmation and clinical reports from medical service providers as well as other proof of the happening of an event causing **You** to cancel or cut short **Your Trip**;
 - any costs which **You** have paid or agreed to pay, if **Your Trip** is cancelled for the following reasons:
 - (i) the person whose medical condition giving rise to the claim:
 - (a) is travelling for the purpose of having medical treatment during the **Trip Duration**; or
 - (b) is travelling against the advice of a medical practitioner; or
 - (c) has received a terminal prognosis by a registered doctor before taking out this **Policy**; or
 - (d) is on a hospital waiting list; or
 - (e) is awaiting the results of medical investigations.
 - (ii) **You** have failed to have any recommended vaccines, inoculations or medications prior to **Your Trip**
 - (iii) **You** have failed to get the relevant passport or visa
 - (iv) unlawful or criminal proceedings against **You** or a person **You** are travelling with
 - (v) **Redundancy**, which is not notified during the **Period of Insurance**
 - (vi) **Your** disinclination to travel, phobias, anxiety or stress
 - (vii) **Your** personal financial circumstances, other than **You** being made **Redundant** after the issue date of the **Certificate**
 - (viii) the death or illness of any pets or animals
 - (ix) **Your** late arrival at the airport or port after check in or booking in time
- any costs in respect of the following:**
- (a) any claims arising directly or indirectly from the cancellation or curtailment of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.
 - (b) loss of air passenger duty
 - (c) unused timeshare property, airmiles or other promotions of this nature
 - (d) **Your** loss of enjoyment of the **Trip**, however caused
 - (e) **Your** failure to advise **Us** of any **Material Fact** prior to the issue of the **Certificate** or prior to **Your** departure on **Your Trip**
 - (f) unused portions of **Your** original ticket, where repatriation has been made
 - (g) **Your** travel expenses for **You** to return to **Your normal Country of Residence**, if **You** do not already possess pre-paid return travel tickets
 - (h) any cancellation or **Curtailment Costs** which the **Insurer** would not have had to pay, had **You** notified the travel agent, tour operator or provider of transport or accommodation immediately after **You** knew **You** would be cancelling or curtailing **Your Trip**
 - (i) any repair costs to **Your** private motor vehicle
 - (j) any claim resulting from **You** or a person **You** are travelling being posted overseas or receiving an emergency requirement of duty, following an act of war, invasion or terrorism.

SECTION B – MEDICAL, TREATMENT AND REPATRIATION EXPENSES

What You Are Covered For:

If **You** become ill or are injured during the **Trip**, the **Insurer** will pay up to the amount shown in the Schedule of benefits on page 1, for up to 12 months after the start date of the treatment for:

(i) Medical, Repatriation and Treatment expenses

- medical, surgical and hospital expenses incurred outside of the **UK**
- emergency dental treatment for the relief of pain up to £200

(ii) Funeral and Repatriation expenses

If **You** die during the **Trip**, the **Insurer** will pay up to £3,000 for the following:

- the funeral expenses in the country where **Your** death occurs, or
- the cost of returning **Your** body or ashes **Home**

(iii) Travel and Accommodation expenses

- reasonable additional travel and room only accommodation expenses incurred by **You** and one person travelling with **You**, as a result of **You** receiving medical advice from a registered doctor in attendance and the **Insurer's** medical advisors, that **Your** originally planned return journey **Home** is impossible due to medical reasons. The most the **Insurer** will pay for accommodation costs is £1,000 per person.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section B:

- the **Excess** as shown in the Schedule of benefits on page 1
- any costs or expenses, if **You** have not advised **Global Response** and received their agreement to these costs, in the event of **You**:
 - a. dying, or
 - b. incurring medical or treatment expenses above £500, or
 - c. being involved in an **Accident**, or
 - d. being admitted to hospital, or
 - e. curtailing **Your Trip** due to medical reasons; or
 - f. missing **Your** flight due to medical reasons
- any medical costs or expenses, if **You** are in Australia and **You** have not enrolled with Medicare
- any medical, hospital or treatment expenses in the **UK**
- any medical hospital or treatment, funeral or repatriation expenses incurred as a result of

participating in a **Hazardous Sport or Leisure Activity** not listed under **Acceptable Sports & Leisure Activities** on page 2

- any medical, hospital, treatment, funeral or repatriation expenses if **You**:
 - a. have received a terminal prognosis by a registered doctor before taking out this **Policy**, or
 - b. are travelling for the purpose of obtaining medical treatment, or
 - c. are travelling against the advice of a medical practitioner, or
 - d. are on a hospital waiting list, or
 - e. are awaiting the results of medical investigations
- any medical, hospital, treatment expenses, which in the opinion of the **Insurer's** medical advisors, are not essential or can be reasonably delayed until **Your return Home**
- any costs arising from **You** arranging a single or private accommodation room in a hospital, clinic or nursing home
- dental treatment which is not for the purpose of relieving immediate pain or suffering
- any medical, hospital or treatment expenses, which have not been authorised at the time by a recognised registered medical practitioner
- any medical, hospital or treatment expenses, which **You** have incurred after **You** have refused the offer of repatriation when, in the opinion of the doctor in attendance and the **Insurer's** medical advisors, **You** are fit to travel
- any physiotherapy or associated treatment costs, if they are not part of an on-going treatment programme for a **Serious Injury**, which in the opinion of the **Insurer's** medical advisors, cannot be reasonably delayed until **Your return Home**
- non continuous treatment
- any up-grades from economy class travel, unless the **Insurer's** medical advisors specify this necessary on medical grounds
- any costs or expenses if **You** do not have a pre-paid return ticket to at the start of **Your Trip**
- any medication or drugs which **You** know **You** will need at the start of the **Trip**
- the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury, for which **You** went into hospital or clinic abroad
- loss, or damage to false dentures, false limbs, hearing aids, contact or corneal lenses or prescription spectacles or sunglasses.

SECTION C – HOSPITAL BENEFIT

What You Are Covered For:

The **Insurer** will pay **You** the amount shown in the Schedule of Benefits on page 1, for every complete 24 hours **You** spend in a hospital abroad as an in-patient during **Your Trip**, as a direct result of **You** suffering **Accidental** injury or illness which is covered under Section B of this **Policy**.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section C, if **You**:

- are an in-patient at a hospital or clinic within the **UK**
- are not receiving continuous treatment
- are an in-patient at a hospital or clinic, which has not been authorised and arranged by **Global Response**.

SECTION D1 & D2 – TRAVEL DELAY AND HOLIDAY ABANDONMENT

What You Are Covered For:

(a) Travel Delay

The **Insurer** will pay **You** the amount shown in the Schedule of Benefits on page 1, if **You** planned:

- first outward flight, rail or sea **Trip** from **Your Home**, or
- final inbound flight, rail or sea **Trip** to **Your Home** is delayed for 12 hours or more as a direct result of:
 - strike or industrial action
 - adverse weather
 - mechanical breakdown or derangement of such aircraft, train or sea vessel.

(b) Holiday Abandonment

The **Insurer** will pay, up to the amount shown in the Schedule of Benefits on page 1, for travel and accommodation expenses which **You** have paid or have contracted to pay and which **You** cannot recover from any source, if **Your** holiday or journey is necessarily cancelled following a delay of 24 hours or more from the scheduled departure time.

What You Are Not Covered For:

The **Insurer** will not pay the following in addition to the general exclusions on page 5 in connection with claims made under section D1 & D2:

- the **Excess** as shown in the Schedule of Benefits on page 1
- any compensation if **You** have not got written confirmation from the airline, railway or shipping company or their handling agents, which shows the reason for the delay or cancellation of **Your** holiday, the scheduled departure time and the actual departure time of **Your** flight, rail journey or sailing, if applicable.
- any delay which is due to strike or industrial action which had started or was announced before **You** took out this **Policy**.
- compensation under both the 'travel delay' and 'holiday abandonment' sections of this **Policy**.
- any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.
- **Your** failure to check-in according to the itinerary supplied to **You**.

SECTION D3 – MUGGING BENEFIT

What You Are Covered For:

The **Insurer** will pay **You**, up to the amount shown in the Schedule of Benefits on page 1, for every complete 24 hour period **You** spend in a hospital abroad as an in-patient during **Your Trip**, as a direct result of injuries sustained whilst being mugged.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section D3: if **You**

- are an in-patient at a hospital or clinic within the **UK** or your normal **Country of Residence**; or
- are not receiving continuous treatment; or
- are an in-patient at a hospital or clinic which has not been authorised by **Global Response**.

We will not pay **You** if **You** are also claiming under section C, hospital benefit.

SECTION D4 – MISSED DEPARTURE

What You Are Covered For:

The **Insurer** will pay **You**, up to the amount shown in the Schedule of Benefits on page 1, for reasonable additional accommodation and travel expenses, if **You** arrive at **Your** last departure point from **Your** normal **Country of Residence** or the last departure point for **Your** return **Trip** to **Your** normal **Country of Residence**, too late to board **Your** booked flight, train or sailing, as a result of the following:

- scheduled public transport services failing to get **You** to **Your** destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or
- the private motor vehicle in which **You** were travelling suffering from a mechanical breakdown or failure, or
- the private motor vehicle in which **You** were travelling being directly involved in a road traffic **Accident**, which resulted in mechanical breakdown or failure.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section D4:

- the **Excess** as shown in the Schedule of Benefits on page 1
- any upgrade in accommodation
- any claim arising as a result of **You** not having taken reasonable steps to complete the journey to the departure point on time
- any claim relating to internal flights
- any claim, if the adverse weather, strike or industrial action was in existence or publicly declared before **You** started **Your** journey to the departure point
- any claim in respect of mechanical breakdown or failure, if **Your** private motor vehicle, has not been properly serviced and maintained
- any repair costs to **Your** private motor vehicle
- any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage.

SECTION E – PERSONAL ACCIDENT

What You Are Covered For:

The **Insurer** will pay **You** or **Your** estate a lump sum, as shown in the Schedule of Benefits on page 1, if **You** suffer bodily injury as a result of an **Accident** during **Your Trip** which causes:

- **Your** death, or
- permanent loss of one or more limbs by physical separation at or above the wrist or ankle, or
- permanent loss of all sight in one or both eyes, or
- permanent and **Total Disablement**.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 6 in connection with claims made under section E:

- any benefit where **Your** death, injury or loss does not occur within 180 days of the **Accident**
- any benefit as a result of participating in a **Hazardous Sport or Leisure Activity** not listed under **Acceptable Sports & Leisure Activities** on page 2
- any benefit if **You** cannot prove to the **Insurer** that the permanent **Total Disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of **Your** life
- more than one lump sum under this section
- for adults aged 66 years and over all benefits under this section shall be limited to £2,500.

SECTION F – PERSONAL LIABILITY

What You Are Covered For:

The **Insurer** will pay for **Your** legal liability inclusive of all associated legal fees and costs, in total up to the amount shown in the Schedule of Benefits on page 1, for any event which relates to an incident caused by **You** during the **Trip**, which results in:

- injury, illness or disease to another person
- loss or damage to property which does not belong to **You** or any member of **Your** family and is not in **Your** or a member of **Your** family's custody or control.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section F:

- the **Excess** as shown in the Schedule of Benefits on page 1
- claims arising directly or indirectly from, happening through or in consequence of:
 - contractual liability, employers liability, or liability to a member of **Your** family, **Your** travelling companion's family or to **Your** travelling companion; or
 - animals belonging to **You**, or in **Your** care, custody or control; or
 - any liability, injury or loss or damage arising directly from or due to the ownership, possession or use of any firearms or weapons of the any kind; or
 - the pursuit of trade, business or profession; or
 - ownership or occupation of land or buildings; or
 - the influence of intoxicating liquor or drugs; or
- any liability, injury, loss or damage arising directly or indirectly from due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment; or
- claims for legal fees and costs resulting from any criminal proceedings; or
- any personal liability claim, which arises directly or indirectly, as a result of **You** participating in a **Hazardous Sport or Leisure Activity** not listed under **Acceptable Sports & Leisure Activities** on page 2.
- any claims arising directly or indirectly from participant to participant liability.

SECTION G – LEGAL EXPENSES

What You Are Covered For:

The **Insurer** will pay, up to the amount shown in the Schedule of benefits on page 1, for legal costs and expenses incurred in pursuing legal proceedings against third parties for compensation and damages arising from or out of **Your** death, **Serious Illness** or personal **Accident** during **Your Trip**.

What You Are Not Covered For:

The **Insurer** will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section G:

- the **Excess** as shown in the Schedule of Benefits on page 1
- any costs or expenses which have been incurred without prior approval of the **Insurer**
- any claim for legal costs where **You** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence
- any claim where the **Insurer** considers **Your** prospect of success in achieving a reasonable benefit to be insufficient
- any claim emerging from the pursuance to a contingent fee agreement between **You** and **Your** counsel
- any claim for travel and accommodation expenses which **You** have incurred whilst pursuing legal action
- any claim arising from **You** pursuing legal proceedings as part of and (or) on behalf of a group or organisation
- any claim for legal costs where **You** are pursuing a legal action against a Travel Agent, Tour Operator, Carrier, the **Insurer**, Towergate Underwriting Travel, TPS (Insurance Admin Services) Ltd, Direct Group Travel, **Global Response** or any of our agents.

SECTION H – PERSONAL EFFECTS AND BAGGAGE, VALUABLE, TRAVEL DOCUMENTS AND DELAYED BAGGAGE

What You Are Covered For:

(a) Personal Effects and Baggage

The Insurer will pay for accidental loss, theft of or damage to **Your Personal Effects**, up to the amount shown in the Schedule of benefits on page 1.

(b) Travel Documents

The Insurer will pay for any reasonable expenses **You** incur, whilst obtaining replacement passports, green cards, visas, accommodation vouchers and petrol coupons or travel tickets which have been lost or stolen during the **Trip**, up to the amount shown in the Schedule of Benefits on page 1.

(c) Baggage Delay

The Insurer will pay for the purchase of essential items, up to the amount shown in the Schedule of benefits on page 1, if **Your Personal Effects** are delayed or lost in transit on **Your** outward journey for at least 24 hours from the time of arrival at **Your** holiday destination.

What You Are Not Covered For:

The Insurer will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section H:

- the **Excess** as shown in the Schedule of Benefits on page 1
- claims for theft of **Your Personal Effects** and baggage if **You** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- more than £50 per **Single Item, Pair or Set** up to a maximum of £150 in total for any one claim, if **You** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **You** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- wear, tear, or depreciation
- loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
- damage caused by the leakage of powder or liquid carried within **Your Personal Effects** or baggage
- any breakage of fragile articles, unless the breakage is caused by fire or an **Accident** involving the vehicle in which **You** are being carried
- claims arising for loss, theft or damage to:
 - a) prams or buggies, or
 - b) wheelchairs, or
 - c) pedal cycles, or
 - d) motor vehicles, or
 - e) marine equipment, or
 - f) diving equipment, or
 - g) watercraft, surfboards, sailboards or their related accessories, or
 - h) satellite navigation equipment
- damage to, or loss or theft of **Your Personal Effects** or baggage, if they have been left:
 - a) unattended, in a public place
 - b) in the custody of a person who does not have an official responsibility for the safekeeping of the property
 - c) in an unattended motor vehicle, unless they have been taken from a locked boot between 8am - 8pm local time and there is evidence of forced entry, which is confirmed by a police report
- loss or damage to **Sports Equipment**, whilst in use
- loss, theft or damage to:
 - a) anything being shipped as freight or under a Bill of Lading; or
 - b) dentures; or
 - c) bridgework; or
 - d) artificial limbs; or
 - e) hearing aids of any kind; or
 - f) items being carried on a vehicle roof rack
- loss, theft or damage to **Valuables**, which at the time of such loss, theft or damage were located in checked-in luggage or an unattended motor vehicle
- any claim for baggage delay if **You** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay
- any process of cleaning, restoring or repairing
- mechanical or electrical breakdown.

SECTION I – PERSONAL MONEY

What You Are Covered For:

The Insurer will pay for the loss, theft or suspected theft of **Your Money** and travellers cheques during **Your Trip**, up to the amount shown in the Schedule of benefits on page 1.

What You Are Not Covered For:

The Insurer will not pay for the following in addition to the general exclusions on page 5 in connection with claims made under section I:

- the **Excess** as shown in the Schedule of benefits on page 1
- any loss or theft of **Money** if **You** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any loss, if **You** have not taken reasonable steps to prevent a loss happening
- loss or theft of **Money** that is:
 - a) not on **Your** person; or
 - b) not deposited in a safe, safety deposit box or similar locked fixed container in **Your Trip** accommodation
- loss or theft of travellers cheques, if the issuer provides a replacement service
- depreciation in value, currency changes, shortage caused by any error or omission, loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials.

If **You** have paid for Annual Multi-trip cover to include **Wintersports** cover and the cover is shown on **Your Certificate**, Section J applies.

SECTION J – WINTERSPORTS

SKI EQUIPMENT

What You Are Covered For:

We will indemnify **You** against loss or damage to skis, ski-sticks, ski-boards and ski-boots belonging to **You** up to £600 (no single articles being insured for more than £200).

If **You** are temporarily deprived of **Your Ski Equipment** on the Outward Journey for a period for more than 12 hours from the time of arrival at the holiday destination due to delay or misdirection in delivery, **We** will pay £10 for each complete 12 hours delay up to a maximum of £200 for the hire of alternative equipment.

If **You** own the **Ski Equipment** **We** will take off the following amounts for wear and tear:

Age of Ski Equipment	Deduction	Age of Ski Equipment	Deduction
Up to 1 year old	10% of purchase price	1 to 2 years old	30% of purchase price
2 to 3 years old	50% of purchase price	3 to 4 years old	70% of purchase price
4 to 5 years old	80% of purchase price	Over 5 years	No cover

We will also indemnify **You** up to the amount stated in the schedule for loss or damage to hired **Ski Equipment** (no single article or set of articles being insured for more than £150).

If **You** are deprived of **Your** own equipment following loss of or damage to **Your** equipment, **We** will pay for the necessary hire of replacement **Equipment** up to the amount stated in the schedule, subject to **You** keeping **Your** damaged equipment for **Our** inspection following **Your** return to the UK.

Provided that:

1. **You** take reasonable precautions for the safety of the property insured.
2. **You** must retain all hire receipts, tags and baggage labels and in the event of delay or misdirection in delivery of **Your** equipment, must obtain a Property Irregularity Report from **Your** airline or other carrier confirming the delay.
3. If at any time the property insured is of greater value than the sum insured, then **You** will be considered **Your** own insurer for the difference and will bear a rateable share of the loss accordingly.
4. **You** will supply at **Your** own expense a statutory declaration regarding any claim arising under the section if so required.

Exclusions That Apply to Ski Equipment

What You Are Not Covered For:

1. The **Excess** as shown in the Schedule of Benefits on page 1.
2. Losses due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
3. Loss or theft unless:
 - **You** have reported the loss or theft to the nearest Police Authority within 24 hours of discovery
 - **You** have obtained a written police Report.
4. Loss or theft of **Ski Equipment** left unattended unless from **Your** locked holiday accommodation of from a locked motor vehicle provided all equipment is kept out of sight in a locked boot or compartment and the vehicle shows signs of forced entry, or from a secure area designated for storage of **Ski Equipment**.
5. The amount of the **Excess** shown in the schedule (the **Excess** does not apply to the temporary deprivation of **Ski Equipment**).

SKI PACK

What You Are Covered For:

We will indemnify **You** up to £300 for the proportional amounts of irrecoverable prepaid charges **You** have paid or contracted to pay before the holiday departure date for **Ski Equipment** hire, lift passes and ski-school costs, and cannot recover, if during the period of **Your** holiday **You** are necessarily prevented from skiing for more than 48 hours following **Your** bodily injury or illness during the period of **Your** holiday.

Provided that:

You must submit to **Us** a medical certificate from a qualified Medical Practitioner in the resort area in support of **Your** claim confirming **Your** inability to Ski.

Exclusion That Apply to Ski Pack

What You Are Not Covered For:

The **Excess** as shown in the Schedule of Benefits on page 1.

Claims arising from:

1. **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to a needless risk (except in an attempt to save human life)
2. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Medical Practitioner) or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression
3. **You** engaged in manual work during the holiday, bobsledding, snow rafting, para penting, ski acrobatics, ski joring, any form of power assisted skiing or use of mechanised snow mobiles except as provided by the recognised Piste Authorities for transport to and from areas designed for recreational skiing (steplechasing, polo, hunting, professional sport, mountaineering (normally requiring the use of ropes or guides), pot holing scuba diving, any race, speed or duration test or practice for such race or test or **Hazardous Sports and Leisure Activity** not listed under **Acceptable Sports & Leisure Activities** on page 2.

PISTE CLOSURE

What You Are Covered For:

We will indemnify **You** in the event of adverse snow conditions which result in the total closure of all skiing facilities for a continuous period of at least 12 hours, in **Your** resort a sum up to £20 per day to pay for transportation costs to the nearest available resort where there are adequate snow conditions, or compensation of £20 per day in the event there is no suitable resort, up to £200.

Exceptions Which Apply to Piste Closure

What You Are Not Covered For:

1. The **Excess** as shown in the Schedule of Benefits on page 1.
2. No benefits are payable if **You** are able to obtain compensation from any other source.
3. Any payment for piste closure outside the period 1 January to 16 April in any **Period of Insurance**.
4. Compensation if the resort area booked by **You** does not have any skiing facilities above 1,600 metres.
5. Any benefit if **You** are unable to provide a report from resort management to substantiate **Your** claim.

AVALANCHE CLOSURE

What You Are Covered For:

We will indemnify **You** up to £200 in respect of additional travel and accommodation expenses necessarily incurred in the event that the **Outward Journey** or **Return Journey** is delayed beyond the scheduled arrival time as a direct result of avalanche, subject to a delay of not less than 12 hours having occurred.

Specific Exceptions to Avalanche Closure

What You Are Not Covered For:

1. The amount of **Excess** shown in the schedule.
2. Any benefit if **You** are unable to provide a report from resort management to substantiate **Your** claim.

GENERAL EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE INSURANCE

The **Insurer** is not responsible for any claims arising:

1. which are claims in any way caused or contributed to by:
 - (i) the failure of; or
 - (ii) the fear of the failure of; or
 - (iii) the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date (except claims under sections, B, C and E).
2. directly or indirectly as a result of **You** or **Your** travelling companions ever having suffered from, been investigated for, treated for or diagnosed with
 - any cancer or malignant condition;
 - any lung, heart-related or circulatory condition (including angina or hypertension).
3. directly or indirectly as a result of **You** or **Your** travelling companions having any other condition that has required referral to or consultation with a specialist or hospital treatment, investigation or check-up within the past 12 months.
4. from **You** travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
5. which are directly or indirectly caused by, occasioned 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 claim:
 - **Act of Terrorism**; or
 - nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
 - war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
 - seizure or illegal occupation; or
 - confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **You** of the use or value of **Your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
 - discharge of pollutants or contaminants, which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
 - chemical or biological release or exposure of any kind; or
 - attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - threat or hoax, in the absence of physical damage due to an **Act of Terrorism**; or
 - any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**
6. from **You** travelling against Foreign Office advice or where it is deemed unsafe for **You** to travel
7. from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising therefrom, or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. from **You** engaging in any illegal or criminal act
9. from any consequential loss whatsoever (claims shall only be paid for those losses which are specifically stated under the terms of this **Policy**, except as provided in Section J, relating to loss of travel documents)
10. directly or indirectly out of **Your** financial incapacity
11. which, but for the existence of this **Policy**, would be covered under any other
 - insurance **Policy** (policies), including any amounts recovered by **You** from private health insurance; or
 - EHC payments; or
 - any reciprocal health agreements; or
 - airlines; or
 - hotels; or
 - **Home** contents insurers; or
 - any other recovery by **You**, which is the basis of a claim
12. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation
13. from **Your** death, injury or illness as a result of participating in:
 - a **Hazardous Sport** or **Leisure Activity** whilst on **Your Trip**
 - **Wintersports**, if **You** have not paid the additional premium before **Your Trip** departure and it is not shown on **Your Certificate**
 - any of the above, if **You** are receiving any personal financial reward or gain during the **Period of Insurance**
14. from:
 - wilful, self inflicted injury or illness; or
 - committed or attempts to commit suicide; or
 - wilful exposure to danger, except in an attempt to save a human life; or
 - solvent abuse; or
 - being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and excluding drugs prescribed for drug addiction; or
 - a failure to obtain any recommended vaccines, inoculations or medications prior to **Your Trip** departure; or
 - sexually transmitted diseases; or
 - Acquired Immune Deficiency syndrome (AIDS); or
 - HIV or diseases connected to AIDS
15. from **You** entering into, exiting from an aircraft or descending from an aircraft; which is not a fully licensed passenger carrying aircraft; in which **You** are travelling as a passenger or a member of the crew for the purpose of undertaking any trade or technical operation therein or thereon
16. from **Your** wilful exposure to peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage to **Your** property as if uninsured
17. from **You** undertaking any manual work, whether paid or unpaid, during **Your Trip**
18. which have not been proven and the amount of the claim substantiated.
19. from any pre-existing medical condition if **You** fail to advise our medical referral helpline prior to take out this insurance.

CONDITIONS WHICH APPLY TO YOUR WHOLE POLICY

- 1) All **Material Facts** must be disclosed to the **Insurer** at the time of taking out this **Policy**. Failure to do so, may result in the Underwriter's non-liability for claims. If **You** are in any doubt as to whether a fact is 'material', then for **Your** own protection, it should be disclosed. All information provided in purchasing this insurance, shall form the basis of the contract. **You** should keep a record (including copies of letters) of all information provided to **Your** issuing agent or broker for the purpose of entering into this contract.
- 2) **You** must tell **Us** as soon as possible about any change in risk which affects **Your Policy**, including **You**, a person **You** are travelling with, a **Close Business Associate** or **Relative** receiving confirmation of a medical condition or currently being under medical investigation, change in the sporting or leisure activities **You** intend to participate in during **Your Trip** or any additional person(s) to be insured under the **Policy**.
The **Insurer** has the right to reassess **Your Policy** and premium after **You** have advised Towergate Underwriting Travel or **Our** medical referral providers of any relevant information, the **Insurer** may quote the wrong terms, reject or reduce **Your** claim, or **Your Policy** may become invalid.
- 3) **You** must be a **Resident** within the UK at the time of taking out this **Policy** and intend to return to **Home** within the **Trip Duration**.
- 4) The **Insurer** will not consider any claim where **You**:
 - have disclosed a **Material Fact** or pre-existing medical condition to **Our** medical referral providers and have not paid the additional premium that was required by the **Insurer** before **Your Trip** departure date.
 - are travelling against medical advice.
- 5) **Your** issuing agent or broker will refund in full **Your** premium if, within 14 days of the Date of Issue of the **Certificate**, **You** decide it does not meet **Your** needs, as long as **You** have not commenced **Your Trip** or made a claim. No refund in premium will be given after this period.
- 6) Whilst participating in **Hazardous Sport** or **Leisure Activity** not listed under **Acceptable Sports & Leisure Activities** on page 2, **You** must take reasonable care at all times to ensure **Your** own safety and the safety of those around **You**. Such reasonable care involves following the directions of any instructor and (or) expedition leader and following the normal and reasonable safety procedures suggested or recommended by the recognised controlling body of the sport or activity concerned, or the safety procedures commonly exercised in pursuing the sport or activity in question at all times.
- 7) **You** or **Your** legal representatives must provide the **Insurer** with all **Certificates**, Information and evidence they require and in the format they require.
- 8) **You** must, as often as required, agree to a medical examination on behalf of the **Insurer** at **Your** expense.
- 9) In the event of **Your** death, the **Insurer** shall be entitled to have a post-mortem examination at their own expense.
- 10) Any items which become the subject of a claim for damage, must be retained for the **Insurer's** inspection and shall be forwarded to their **Agent's** upon request at **Your** or **Your** legal personal representative's expense. All such items shall become the property of the **Insurer** following final settlement of the claim.
- 11) In the event of any occurrence which may give rise to a claim under this **Policy**, **You** must take all reasonable steps to minimise any loss arising out of such a claim.
- 12) **You** must submit any claim to the **Insurer** within 31 days of the incident.
- 13) This insurance is non-transferable. No premium will be refunded, either in full or on a pro-rata basis, after the expiry of the **Money** back guarantee.
- 14) The **Insurer** and **You** are entitled to choose the law applicable to this insurance contract. The **Insurer** chooses English Law and, in the absence of any agreement to the contrary, English Law shall apply.
- 15) The **Insurer** may, at its own expense, take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the **Insurer**.
- 16) In the event that **You** recover, by any means, damages from any third party in respect of personal accident in the circumstances defined in section G, all benefits paid to **You** under section G shall be repaid to the **Insurer**.
- 17) If any false or fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **Policy**, all benefits thereunder and premiums paid shall be forfeited.
- 18) If at the time of loss, damage or liability covered under this **Policy**, **You** have any other insurance or guarantee which covers the same loss, damage or liability, the **Insurer** will only pay a rateable share of the claim.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this Insurance or the handling of a claim **You** should in the first instance contact:

Complaints Manager, Towergate Underwriting Travel, The Octagon, Middleborough, Colchester, Essex CO1 1TG who will investigate **Your** complaint.

Please ensure **You** quote reference Newton Løø 03760 in all correspondence.

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:

The Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Off Gibraltar Island Road, Leeds LS10 1HB.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service.

This also applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, telephone 0845 080 1800.

Please note that the Financial Ombudsman Service will not consider **Your** complaint until **You** have first written to the **Insurer** and have received their final decision.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet our their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk written report.