

PARTIES

This insurance is placed by Crispin Speers & Partners, St Clare House, 30-33 Minories, London EC3N 1PE and underwritten by certain Underwriters at Lloyd's.

DEFINITIONS

Words in ***Bold Italics*** in this Certificate shall be deemed to have the following meanings:

- Act of Terrorism:*** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or governments(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.
- Baggage and/or Personal Effects:*** shall mean the Insured Persons suitcases and similar containers, their contents and articles carried or worn by the Insured Person including their valuables but excluding Money (as defined on page 2), stamps, documents, contact or corneal lenses, dentures, hearing aids and fragile articles.
- Business Equipment:*** shall mean a lap top, palm top computer, tablet computer, projector, digital still camera or other audio-visual equipment which is owned or leased by the Assured and in the care, custody or control of the Insured Person and is used solely for business purposes, including peripherals but excluding software.
- Close Business Colleague:*** shall mean an associate of the Insured Person.
- Country of Domicile:*** shall mean the country in which the Insured Person has their principal residence as stated in The Schedule.
- Curtailment:*** shall mean the necessary and unavoidable abandonment of the ***Holiday/Trip*** following written medical advice by a registered medical practitioner to either return to the Insured Persons Country of Domicile or to attend a hospital overseas as an In-Patient as authorised by the Medical Emergency Service or as a result in circumstances stated in Section 9 – **LOSS OF DEPOSIT, CANCELLATION, CURTAILMENT OR ABANDONMENT**.
- Dependent Children:*** shall mean the children, step-children and legally adopted children of the Insured Person who are:
- i) unmarried, and
 - ii) living with such Insured Person (unless living elsewhere whilst in full time education), and
 - iii) under 18 years of age (or under 23 years of age if in full time education) at inception of insurance.
- Excess:*** shall mean the amount of any claim that the Insured Person has to pay before payment is made by Underwriters. In the event that a claim is made under more than one section of the insurance only one excess will apply, whichever the highest for each Insured Person.
- Hi-Jack:*** shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance or the crew thereof in which the Insured Person is travelling as a passenger.

Holiday/Trip:	<p>shall mean any trip, not exceeding the number of days specified in the Schedule of Benefits, which takes place entirely during the Period of Insurance and within the Geographical Limits specified in the Schedule of Benefits.</p> <p>Business trips of the Insured Person are only covered if they are undertaken in the course of their employment on behalf of the Assured.</p> <p>If the Insured Person is covered for Business Travel Only, this policy will additionally cover leisure travel of up to 7 days per trip which immediately precede, are during or immediately follow a qualifying Business Trip provided the flights for such a trip are paid for by the Assured.</p> <p>Cover is only effective in respect of business and leisure trips which take place during the Period of Insurance and are:</p> <ul style="list-style-type: none">i) outside the Country of Domicile, orii) within the Country of Domicile provided the trip involves an overnight stay in pre-booked accommodation or a flight. <p>For each trip, insurance commences when the Insured Person leaves his/her domicile or place of business in the Country of Domicile (whichever is the later) and terminates when the Insured Person returns to such domicile or place of business (whichever is the earlier) on completion of the journey.</p> <p>It is noted that all Insured Persons may travel unaccompanied and independently.</p>
Insured Persons:	shall mean as detailed in The Schedule.
In-Patient:	shall mean Insured Persons who are admitted to a licensed hospital or clinic and stay for one or more nights for the sole purpose of receiving treatment.
Keys:	shall mean keys to door(s) of the principal residence of the Insured Person and vehicles owned or hired by the Insured Person.
Loss of Eye:	shall mean total and irrecoverable loss of all sight in such eye(s).
Loss of Hearing:	shall mean the total and irrecoverable loss of hearing.
Loss of Limb:	shall mean loss by physical separation of a hand(s) at or above the wrist(s) or of a foot (feet) at or above the ankle (s) and includes permanent total and irrecoverable loss of use of hand(s), arm(s) or leg(s).
Loss of Speech:	shall mean the total and irrecoverable loss of audible and intelligible speech.
Money:	shall mean currency, notes and coins, travellers cheques, cheques, driving licence, travel tickets, credit vouchers being carried by the Insured Person or whilst in a locked safe or safety deposit box.
Permanent Total Disablement:	shall mean disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.

Prescription Medication:

shall mean essential medication prescribed by a registered medical practitioner for the on-going maintenance and/or control of an existing medical condition.

Spouse/Partner:

shall mean husband or wife of the Insured Person or someone (whether or not of the same sex) with whom the Insured Person lives permanently in a similar relationship.

SECTION 1: PERSONAL ACCIDENT

This section shall pay 100% of the Sum Insured as specified in the Schedule of Benefits if during the **Holiday/Trip** the **Insured Person** sustains accidental bodily injury caused by external, violent, and visible means or by exposure resulting from a mishap to an aircraft or vessel or conveyance in which the **Insured Person** is travelling as a passenger.

CONDITIONS APPLICABLE TO SECTION 1: PERSONAL ACCIDENT

- i) benefit for a **Dependent Child** is limited under Item i) as per the Schedule of Benefits;
- ii) benefit shall not be payable under more than one of the items specified in the Schedule of Benefits in respect of the consequences of one accident;
- iii) the total Sum Insured under this Insurance in respect of any one or more claims by the **Insured Person** shall not exceed in all the largest benefit under any one of the items specified in the Schedule of Benefits.
- iv) if item i) of the Schedule of Benefits is covered and an accident causes the death of the **Insured Person** within twelve months following the date of the accident and prior to the definite settlement of the benefit for disablement provided under items ii) - x) specified in the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

SECTION 2: MEDICAL AND OTHER EXPENSES

This section shall pay up to the Sum Insured specified in the Schedule of Benefits in respect of:

- i) the customary, usual and reasonable medical, hospital and treatment expenses, additional accommodation and travelling expenses necessarily incurred outside of the **Insured Persons Country of Domicile** as a direct result of accidental bodily injury sustained by, or sickness of the **Insured Person** occurring whilst on a **Holiday/Trip** outside of the **Country of Domicile** including accommodation and travelling expenses of a relative or friend who upon medical advice travels to be with such **Insured Person**;
- ii) the reasonable cost of repatriation to the **Insured Persons Country of Domicile** which following sickness or accident during the **Holiday/Trip** is deemed necessary by the Underwriters or the Medical Emergency Service Provider;
- iii) the cost of the transfer of the **Insured Person's** body or ashes in the event of death during the **Holiday/Trip** to the **Insured Persons Country of Domicile** (excluding funeral and internment costs) or alternatively to pay up to the Sum Insured specified in the Schedule of Benefits towards the cost of burial or cremation expenses outside the **Insured Persons Country of Domicile**;
- iv) additional accommodation and repatriation costs necessary and unavoidably incurred to return the **Insured Person** direct to their **Country of Domicile** as a result of death, injury or sickness (occurring during the **Holiday/Trip**) of the **Insured Person's Spouse/Partner**, parent, **Dependent Child**, brother, sister, fiancé(e), **Close Business Colleague**, travelling companion or other person with whom the **Insured Person** intended to stay;
- v) return economy class air fares and reasonable and necessary additional expenses incurred by the Assured in sending a substitute person to complete a business trip following the disablement of the original **Insured Person** as a result of bodily injury or illness, where such disablement is likely to last for at least seven days;
- vi) emergency dental treatment for the immediate relief of pain to natural teeth up to the Sum Insured specified in the Schedule of Benefits;
- vii) emergency optical treatment but resulting only from accidental bodily injury sustained up to the Sum Insured specified in the Schedule of Benefits.

PLEASE NOTE

- i) **In-Patient** hospital, clinic or nursing home expenses must be notified to the Medical Emergency Service Provider for authorisation within 48 hours of admission.
- ii) Emergency Repatriation may only be authorised by the Underwriters or the Medical Emergency Service Provider.

- iii) the Underwriters' liability shall cease when the **Insured Person** has returned or is able to return to their Usual **Country of Domicile**.

The Medical Emergency Service Provider will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. The **Insured Person** should not attempt to find his own solution and then expect the Underwriters to reimburse him, without obtaining prior authorisation from the Medical Emergency Service Provider.

SECTION 3: HOSPITAL BENEFIT

This section shall pay up to the Sum Insured as specified in the Schedule of Benefits for each complete 24 hours the **Insured Person** stays as an **In-Patient** due to accidental bodily injury or sickness sustained outside the **Insured Persons Country of Domicile** during the **Holiday/Trip**.

In addition, if the **Insured Person** is mugged and, as a result of their injuries received from the mugging, is admitted as an **In-Patient** to a hospital abroad, Underwriters will pay an additional amount as specified in the Schedule of Benefits per complete 24 hours the **Insured Person** is in hospital

SECTION 4: REPLACEMENT PRESCRIPTION MEDICATION

This section shall pay up to the Sum Insured as specified in the Schedule of Benefits for the replacement of **Prescription Medications** of the **Insured Person** in respect of:

- i) loss, damage and/or theft of **Prescription Medications** whilst on a **Holiday/Trip**; and/or
- ii) additional **Prescription Medication** necessarily required as a consequence of the **Insured Person's** return to their usual permanent residence being delayed by at least 12 hours due to bodily injury, illness, hijack, kidnap or travel delay which is covered by this Insurance.

SECTION 5: BAGGAGE, PERSONAL EFFECTS AND EQUIPMENT

This section shall pay up to the Sum Insured specified in the Schedule of Benefits for loss of or damage to **Baggage and/or Personal Effects** of the **Insured Person** and/or business goods, samples and **Business Equipment** whilst in the care, custody and control of the **Insured Person** taken, sent in advance or purchased on the **Holiday/Trip** occurring during the **Holiday/Trip** subject to proof of ownership.

CONDITIONS APPLICABLE TO SECTION 5: BAGGAGE, PERSONAL EFFECTS AND EQUIPMENT

- i) the Underwriters reserve the right to repair, replace or pay the actual cash value at the time of loss or damage, including appropriate deductions for wear and tear, or any lost or damaged article.
- ii) with the exception of **Business Equipment**, the Underwriters liability is limited to the stated amount in the Schedule of Benefits in respect of any one article, pair or set, except in respect of valuables being photographic, audio, video and electrical equipment, telescopes, binoculars, spectacles, sunglasses, antiques, watches, jewellery, articles made of or containing precious stones, metals, animal skins or hides and ski equipment where the Underwriters liability is limited to the stated amount as the valuables limit in the Schedule of Benefits in all each **Insured Person**.

SECTION 6: LOSS OF KEYS

This section shall pay up to the Sum Insured specified in the Schedule of Benefits for the replacement and fitting costs of locking mechanisms to the **Insured Persons** principal residence and the reprogramming of car **Keys** where such **Keys** have been lost, stolen or damaged during a **Holiday/Trip**.

SECTION 7: DELAY TO BAGGAGE

This section shall pay up to the Sum Insured specified in the Schedule of Benefits to the **Insured Person** in respect of emergency purchases, for which proof of expenditure will be required, of essential items of clothing or requisites consequent upon temporary deprivation of **Baggage** of at least 12 hours from the time of arrival at each destination on the booked itinerary outside of the **Insured Persons Country of Domicile** during the **Holiday/Trip** due to delay or misdirection in the delivery by the carrier.

PLEASE NOTE

If an **Insured Person** claims under Sections 7: **DELAY TO BAGGAGE** and Section 5: **BAGGAGE, PERSONAL EFFECTS AND EQUIPMENT** for the same loss, any amount paid for Section 7 will be deducted from any payments made under Section 5.

SECTION 8: MONEY/DOCUMENTS

This section shall pay up to the Sum Insured specified in the Schedule of Benefits in respect of loss of **Money** whilst in the possession of the **Insured Person** or in a locked bank or hotel safety deposit box occurring during the course of a **Holiday/Trip**.

SECTION 9: LOSS OF PASSPORT

This section shall pay up to the Sum Insured specified in the Schedule of Benefits in respect of:

- i) additional travel and accommodation expenses incurred during a **Holiday/Trip** to replace a passport which has been lost or stolen whilst overseas on such **Holiday/Trip**;
- ii) the cost of any temporary passport or document which replaces a passport which has been lost or stolen whilst overseas during the course of a **Holiday/Trip**, enabling the **Insured Person** to return to their **Country of Domicile**;
- iii) the cost of replacing a passport which has been lost or stolen during the course of a **Holiday/Trip**.

PLEASE NOTE

Benefit payable in respect of item iii) above will be on a pro-rata basis, covering the remaining period for which the passport was valid. No benefit will be payable in respect of passports with a validity period of 12 months or less at the time the passport is lost or stolen.

SECTION 10: PERSONAL LIABILITY

This section shall pay up to the Sum Insured specified in the Schedule of Benefits for legal liability of the **Insured Person** for accidental injury to third parties or accidental loss of or damage to third party property occurring during the course of a **Holiday/Trip**.

SECTION 11: LOSS OF DEPOSIT, CANCELLATION, CURTAILMENT OR ABANDONMENT

This section shall pay up to the Sum Insured specified in the Schedule of Benefits in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation paid in advance or contracted to be paid in the event of the **Insured Person's Holiday/Trip** being necessarily cancelled, **Curtailed** or abandoned during the Period of Insurance due to:

- i) death, accidental bodily Injury or sickness of the **Insured Person** or their **Spouse/Partner, Dependent Child**, parent, grandparent, grandchild, brother, sister, fiancé(e), **Close Business Colleague**, travelling companion or other person with whom the **Insured Person** intended to stay or conduct business;
- ii) the **Insured Person's** residence or business premises being rendered uninhabitable within 7 days of the commencement of the **Holiday/Trip** or the **Insured Person's** presence being required by the Police following burglary or attempted burglary at the **Insured Person's** residence or business premises;
- iii) quarantine, witness call or jury service where postponement has been denied by the court;
- iv) government regulation following an epidemic or natural disaster which bars the **Insured Person** from travelling.

If the Foreign and Commonwealth Office (FCO) amend their travel advice to any country, or part of a country, after a **Holiday/Trip** has been booked, and such change of advice results in the booked trip being cancelled as a consequence of the FCO advice, this Insurance shall pay up to the Sum Insured stated in the Schedule of Benefits, for any irrecoverable pre-paid costs of the **Holiday/Trip**.

In respect of **Curtailment**, this Insurance shall pay up to the Sum Insured specified in the Schedule of Benefits for the proportionate amount of the irrecoverable pre-paid costs of the **Holiday/Trip** which will be based on the complete number of days the **Insured Person** is at home or hospitalised as an **In-Patient**.

PLEASE NOTE

Cover under Section 11: **LOSS OF DEPOSIT, CANCELLATION, CURTAILMENT OR ABANDONMENT** is subject to the **Insured Person** not being aware of any of the above circumstances at the time of booking a **Holiday/Trip**.

SECTION 12: DELAYED DEPARTURE

This section shall pay up to the Sum Insured specified in the Schedule of Benefits in the event that the departure of the aircraft, sea vessel, train or coach in which the **Insured Person** had arranged to travel is delayed on the outward or homeward journey by at least 12 hours from the time specified in the official itinerary supplied to the **Insured Person** due directly to strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown (including mechanical breakdown or failure of public transport) as follows:

- i) the amount stated in the Schedule of Benefits for the first full 12 hour delay and for each full 12 hours delay thereafter up to the stated amount in the Schedule in respect of each **Insured Person**; OR
- ii) up to the stated amount in the Schedule of Benefits in respect of irrecoverable deposits or charges paid or contracted to be paid for the benefit of the **Insured Person** only in the event of the cancellation, **Curtailment** or abandonment of the **Holiday/Trip** by the **Insured Person** following a minimum 24 hour delay.

SECTION 13: TRAVEL DISRUPTION / MISSED DEPARTURE

This section shall pay additional travel and accommodation expenses up to the Sum Insured specified in the Schedule of Benefits necessarily incurred by the **Insured Person** in order to reach his/her booked destination in the event of the **Insured Person** arriving at the original point, or subsequent connecting point, of departure on their outward or homeward journey too late to commence the booked **Holiday/Trip** as a result of the failure of aircraft, sea vessel, train, coach or private hire taxi due to the causes as stated in Section 12: **DELAYED DEPARTURE** above.

PLEASE NOTE

An **Insured Person** is entitled to compensation under only Section 12 i) or 12 ii) or 13.

SECTION 14: CHILD CARE COSTS

This section shall pay up to the amount shown in the Schedule of Benefits in respect of additional child care costs necessarily incurred in respect of **Dependent Children** of an **Insured Person**, who are under 16 years of age where the **Insured Persons** return to their usual permanent residence is delayed by at least 12 hours due to bodily injury, illness, hijack, kidnap or travel delay which is covered by this Insurance.

PLEASE NOTE

If both parents of the child are travelling together, this benefit shall only be payable in respect of one parent.

SECTION 15: PET CARE COSTS

This section shall pay up to the amount shown in the Table of Benefits in respect of additional kennel and/or cattery and/or pet care fees necessarily incurred in the event that the **Insured Person's** return to their usual permanent residence is delayed by at least 12 hours due to bodily injury, illness, hijack or travel delay which is covered by this Insurance.

PLEASE NOTE

If more than one **Insured Person** living in the same household are travelling together, this benefit shall only be payable in respect of one **Insured Person** per **Holiday/Trip**.

SECTION 16: HI-JACK

This section shall pay the Sum Insured specified in the Schedule of Benefits per complete 24 hours should the **Insured Person** be subjected to detainment, internment or kidnap, or the **Insured Person's** means of transport be subjected to a **Hi-Jack** during the **Holiday/Trip**.

SECTION 17: WINTER SPORTS

The **Insured Person** is covered under this Insurance in respect the following amateur winter sports activities:

- Alpine Skiing (including off piste other than whilst alone and/or against local authoritative warning or advice)
- Bobsleighting
- Curling
- Glacier Skiing
- Ice Hockey
- Ice Skating
- Luge
- Mono Skiing
- Nordic Skiing (Cross Country)
- Ski Bobbing
- Ski Dooing
- Snow Boarding
- Snow Mobiling
- Toboganing

SECTION 17.1: WINTER SPORTS EQUIPMENT

This Section shall pay up to the Sum Insured specified in the Schedule of Benefits to the **Insured Person** for the hire by the **Insured Person** of Winter Sports equipment due to:

- i) loss of or damage to equipment during the **Holiday/Trip**; or
- ii) a delay in transit on the outward journey of at least 12 hours from the time shown in the official itinerary as supplied to the **Insured Person** of the **Insured Person's** own equipment.

SECTION 17.2: SKI PACK

This Section shall pay up to the Sum Insured specified in the Schedule of Benefits for the value of any ski pass, ski equipment hire or ski tuition fee that is unused due to the following:

- i) any accidental bodily injury or illness (the **Insured Person** must supply medical confirmation of his/her inability to ski after such bodily injury or illness);
- ii) loss or theft of the **Insured Person's** ski pass, subject however to the **Insured Person** reporting any loss to the Police within 24 hours of discovery and a written Police Report being obtained and sent to the Underwriters.

SECTION 17.3: HIRED SKI EQUIPMENT

This Section shall pay up to the Sum Insured specified in the Schedule of Benefits for the loss of or damage to ski equipment hired by the **Insured Person** during the Period of Insurance.

SECTION 17.4: PISTE CLOSURE

This Section shall pay up to the Sum Insured specified in the Schedule of Benefits if the **Insured Person** is unable to ski due to adverse weather conditions causing the closure of the piste at the resort the **Insured Person** is staying at, and will pay for the **Insured Person** to travel to and buy a daily ski pass, if necessary, for the nearest open piste to the resort the **Insured Person** is staying at.

SECTION 17.5: CANCELLATION (DUE TO LACK OF SNOW)

This Section shall pay up to the Sum Insured specified in the Schedule of Benefits for loss of irrecoverable deposits or payments for unused travel and accommodation paid in advance or contracted to be paid as a result of the necessary and unavoidable cancellation of the trip due to lack of snow at the destination resort and:

- i) a replacement resort is not available to the **Insured Person**
- ii) the ski lifts and other ski systems being closed for up to 3 days immediately prior to the **Insured Person's** pre-booked departure date.

SECTION 17.6: DELAY DUE TO ADVERSE WEATHER OR AVALANCHE

This section shall pay up to the Sum Insured specified in the Schedule of Benefits for reasonable additional travel and accommodation expenses necessarily incurred by the **Insured Person** because of adverse weather conditions or an avalanche at the resort, and, as a direct result of which:

- i) on the outward journey the **Insured Person** is delayed in arriving at his/her resort;
- ii) on the return journey the **Insured Person** is delayed beyond the scheduled departure time and the **Insured Person** misses his / her pre-booked coach, flight, sea vessel or train.

SECTION 18: LEGAL EXPENSES

This section shall pay up to the Sum Insured specified in the Schedule of benefits in respect of legal costs and expenses incurred by the **Insured Person** in the pursuit of legal proceedings against a third party for compensation and/or damages directly arising from or out of injury to or the death of the **Insured Person** during the **Holiday/Trip**.

CONDITION APPLICABLE TO SECTION 18: LEGAL EXPENSES

The Underwriters shall have complete control over the legal proceedings and the appointment of a Solicitor. There shall be no cover under this Section for any costs or expenses incurred without the prior written consent of the Underwriters which shall not be unreasonably withheld. The Underwriters reserve the right to withdraw at any stage and they shall not be liable for any further expense.

SECTION 19: CATASTROPHE

This section shall pay up to the Sum Insured specified in the Schedule of Benefits should the **Insured Person** be forced to move from their pre-booked accommodation as a result of fire, lightning, explosion, earthquake, avalanche, storm, tsunami, tempest, hurricane, flood, medical epidemic or local Government directive which is confirmed in writing by local or national authority for irrecoverable travel or accommodation costs necessarily incurred to continue with the **Holiday/Trip** or, if the **Holiday/Trip** cannot be continued, for the **Insured Person** to return to their **Country of Domicile**.

CONDITIONS APPLICABLE TO ALL SECTIONS (EXCEPT AS OTHERWISE STATED)

1. The due observance and fulfilment of all the terms and conditions of this Insurance in so far as they relate to anything to be done or complied with by the **Insured Person** or anyone acting on his/her behalf shall be a condition precedent to any liability of the Underwriters.
2. In the event of an occurrence which may give rise to a claim please refer to Claims on page i. A claim must be notified within 31 days after completion of the **trip/holiday** during which the claim occurred. All certificates, information and evidence required by them shall be furnished at the expense of the **Insured Person** or his/her legal representatives.
3. The **Insured Person** expressly undertakes to repay to the Underwriters any amount paid by the Underwriters on behalf of the **Insured Person** for which the Underwriters are not liable.
4. No person is entitled to admit liability on behalf of the Underwriters or to give any representation or other undertaking binding upon them. The Underwriters may, at their own expense, take proceedings in the name of the **Insured Person** to recover compensation from any third party in respect of any indemnity provided under this Insurance and any amount so recovered shall belong to the Underwriters.
5. In the event of the death of the **Insured Person**, the Underwriters shall have the right to have a post-mortem carried out at their own expense.
6. The **Insured Person** must exercise reasonable care to prevent illness, accident, loss or damage and exercise all reasonable care for the safety and supervision of his/her property as if uninsured. Failure so to do will prejudice rights acquired under this Insurance.
7. In the event that an **Insured Person**, or any one acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, the **Insured Persons** Insurance will become invalid and no amount will be paid in respect of such false or fraudulent claim.
8. Each **Insured Person** shall be deemed to be separately insured.
9. In the event of a claim under Section 2: **MEDICAL AND OTHER EXPENSES** the Underwriters Liability shall cease absolutely when the **Insured Person** has returned, been repatriated or is able to return to their **Country of Domicile**, whichever is the earlier.
10. This Insurance is not valid unless the premium stated has been paid to Crispin Speers and Partners Limited or their Authorised Agents.
11. All claims other than those involving a Medical Emergency shall be handled by Reactive Claims Limited.
12. The maximum age of the **Insured Person** shall be 75 years at the commencement date of this Insurance, but 65 years in respect of Section 17: **WINTER SPORTS**.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Insurance does not cover any claim arising directly or indirectly from:

- 1 a heart, breathing or malignant condition for which the **Insured Person** has received **In-Patient** treatment during the 6 months prior to booking their **Holiday/Trip**, or their failure to obtain their doctor's agreement that they are fit to travel in respect of any other condition for which they have received **In-Patient** treatment during the 6 months prior to booking their **Holiday/Trip**, or where at the time of booking their **Holiday/Trip**, they or any person whose condition gives rise to a claim:
 - i) is receiving or on a waiting list for any hospital or clinic treatment;
 - ii) is travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment abroad;
 - iii) has been notified that they have a life expectancy of less than one year.
- 2 war, (whether declared or not), invasion, act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, any **Act of Terrorism**, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any Government or local authority except in respect of claims arising under Section 16: **HI-JACK**;
- 3
 - i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from;
 - ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 business and/or leisure travel to:
 - i) countries where the Foreign and Commonwealth Office advise against all travel to the country;
 - ii) specific parts of a country where the Foreign and Commonwealth Office advise against all travel to such specific parts of that country.
5. leisure travel to:
 - i) countries where the Foreign and Commonwealth Office advise against all but essential travel to the country for leisure trips;
 - ii) any leisure travel to specific parts of a country where the Foreign and Commonwealth Office advise against all but essential travel to specific parts of that country;
6. the **Insured Person** engaging in racing, motor rallies and competitions, hang gliding, mountaineering (reasonably requiring the use of ropes or guides), pot-holing, rafting or canoeing involving white water rapids (rated in excess of Grade 3), professional sports, rugby league or union, aerial activities, (other than as a fare-paying passenger in a duly certified multi-engined passenger-carrying aircraft or helicopter flown in the course of licensed operations);
7. the **Insured Persons** suicide or wilfully self-inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life);
8. the **Insured Person** engaging in any criminal or illegal act;

9. loss in respect of any property more specifically insured or any claim which but for the existence of this Insurance would be recoverable under any other Insurance;
10. the **Insured Person's** own act or omission;
11. accidents on two wheeled vehicles unless the driver is duly qualified and is in possession of a current licence valid in the country where the vehicle is operated. Notwithstanding the foregoing the Underwriters will not be liable for claims arising from accidents to the **Insured Person** (as passenger or driver) on two wheeled vehicles of 125 c.c. or over;
12. or relating to any ownership (part, timeshare, or otherwise) of land or building;
13. a result of bankruptcy or liquidation;
14. any amount paid which falls under the **Excess** as stated in the Schedule of benefits, except for medical expense claims under Section 2: **MEDICAL AND OTHER EXPENSES** arising in EU countries provided that:
 - i) the **Insured Person** completes and submits Form European Health Insurance Card (EHIC) in accordance with the details issued by DHSS.
 - ii) the amount claimed under this Insurance is only for the amount of irrecoverable medical expenses following submission of Form EHIC.

EXCLUSIONS APPLICABLE TO SECTIONS 1, 2 AND 3

This Insurance does not cover death, disablement or expense in any way caused or contributed to by HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.

EXCLUSIONS APPLICABLE TO SECTIONS 2 AND 3

This Insurance does not cover:

1. treatment or aid obtained in the **Insured Persons Country of Domicile**;
2. surgical or medical treatment which can be reasonably delayed until the **Insured Person's** return to their **Country of Domicile**;
3. medication and/or treatment which at the time of departure is known to be required or to be continued outside the **Insured Persons Country of Domicile**;
4. expenses incurred more than 12 months after the occurrence date of the accident or sickness to which the claim refers;
5. the cost of dentures, dental appliances, false limbs, hearing aids, contact or corneal lenses or spectacles (prescription or otherwise);
6. the additional cost of single or private room accommodation at a hospital or nursing home except where the medical practitioner treating the **Insured Person** deems it necessary;
7. In Patient hospital, clinic or repatriation expenses not authorised by the Medical Emergency Service Provider;
8. expenses in respect of the replacement employee expenses:
 - i) where the original **Insured Person's** Trip was undertaken against medical advice;
 - ii) which the Assured or the original **Insured Person** had paid or budgeted to pay prior to commencement of the Trip.

EXCLUSIONS APPLICABLE TO SECTIONS 4, 5, 6, 7, 8 AND 9 ONLY

This Insurance does not cover:

1. loss or damage due to delay or confiscation by Customs or other officials;
2. loss or damage to contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles;
3. loss or damage to sporting equipment whilst in use;

4. loss or damage due to normal wear and tear, moth or vermin, gradual deterioration, mechanical or electrical breakdown or derangement, leakage of batteries due to climatic or atmospheric conditions or extremes of temperature outside the manufacturer's recommended temperature range;
5. loss or damage to data or contents of disks however caused;
6. loss of or damage whilst in the custody of an airline or other carrier unless such loss or damage is reported to the carrier within 24 hours of discovery or as soon as reasonably practicable, and a Property Irregularity Report (PIR) obtained and submitted to Reactive Claims Limited;
7. loss or theft not reported to the Police or other authorities within 24 hours of discovery or as soon as reasonably practicable, and a written report, or crime reference for losses in the United Kingdom, obtained and submitted to Reactive Claims Limited. If a loss occurs in a hotel, it must be reported to the hotel management immediately upon discovery;
8. loss of **Prescription Medication, Baggage, Personal Effects** and **Equipment** and **Money**/Documents which are left unattended unless the **Insured Person** has left them locked in a locked hotel room, locked apartment, locked holiday residence or other locked and secure self contained accommodation;
9. loss of valuables, **Keys** or **Money**/Documents insured whilst left unattended at any time or whilst in a suitcase or in the custody of another person;
10. loss of **Prescription Medication, Baggage, Personal Effects** and **Equipment** and **Money**/Documents from an unattended vehicle unless from a locked, enclosed boot and there is evidence that entry was effected by violent or forceful means;
11. shortages due to error, omission, exchange or depreciation in value;
12. loss of travellers' cheques not immediately reported to the local branch or agent of the issuer in accordance with their instructions;
13. any loss or damage due to staining or any process of dyeing or cleaning or water damage however caused.

EXCLUSIONS APPLICABLE TO SECTION 9 ONLY

This Insurance does not cover:

1. reimbursement of replacement costs for passports with a validity of 12 months or less as at the time the passport is lost or stolen.

EXCLUSIONS APPLICABLE TO SECTION 10 ONLY

This Insurance does not cover:

1. employers' liability, contractual liability or liability to a member of an **Insured Persons** family or liability to a travelling companion, friend or colleague;
2. liability arising directly or indirectly from or due to:
 - i) animals belonging to or in the care, custody or control of the **Insured Person**;
 - ii) any wilful malicious or unlawful act;
 - iii) pursuit of trade, business or profession, employment or occupation;
 - iv) ownership, possession or use of vehicles, aircraft or water-craft, parachuting, hang gliding, hot air ballooning or the use of firearms;
 - v) legal costs of any proceedings resulting from any criminal or illegal act;
 - vi) insanity, the use of any alcohol, drugs (except as medically prescribed) or drug addiction;
 - vii) the supply of goods or services;
 - viii) any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence);

EXCLUSIONS APPLICABLE TO SECTION 11 ONLY

This Insurance does not cover:

1. expenses payable by the Tour Operator, Hotel or Airline;
2. delay in commencement of a **Holiday/Trip**;
3. surcharges levied by the Tour Operator increasing basic brochure prices;
4. losses arising from failure or delay in notifying the Travel agent, Tour Operator or provider of transport or accommodation immediately it may be necessary to cancel or **Curtail** the travel arrangements;
5. the cost of **Curtailment** and additional expenses not authorised by the Medical Emergency Service Provider;
6. claims arising where the condition giving rise to the claim was known at the time this Insurance was effected or at the time of booking the travel arrangements;
7. disinclination to travel or financial circumstances of any **Insured Person**;
8. expenses relating to any ownership of land or building;
9. losses arising from the financial failure of the Tour Operator, Airline, Travel Agent or other provider of transport and/or accommodation.

EXCLUSIONS APPLICABLE TO SECTIONS 12 AND 13 ONLY

This Insurance does not cover:

1. losses arising from the failure of the **Insured Person** to check-in in accordance with the official itinerary supplied to him/her;
2. delay not supported by a signed statement confirming the period and reason for delay from the carrier or their handling agents;
3. losses arising directly or indirectly from withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or any similar body;
4. losses arising from strike and/or industrial action existing or notified by intent on or before the date of the booked **Holiday/Trip**;
5. delay of public transportation which has not been booked in advance.

EXCLUSIONS APPLICABLE TO SECTION 14 ONLY

This Insurance does not cover:

1. childcare costs normally paid by the Insured;
2. claims which are not substantiated by a written report from the police, medical practitioner, transport provider or other authorised body stating the length and exact nature of any event which has delayed the **Insured Persons** return to their permanent residence.

EXCLUSIONS APPLICABLE TO SECTION 15 ONLY

This Insurance does not cover:

1. pet care costs normally paid by the Insured;
2. claims which are not substantiated by a written report from the police, medical practitioner, transport provider or other authorised body stating the length and exact nature of any event which has delayed the **Insured Persons** return to their permanent residence.

EXCLUSIONS APPLICABLE TO SECTION 17 ONLY

This Insurance does not cover:

1. any claims outside the months that constitute the local ski season.

EXCLUSIONS APPLICABLE TO SECTION 17.1 ONLY

This Insurance does not cover:

1. hire charges incurred if the **Insured Person** fails to provide written confirmation from the airline or railway operator or shipping or coach company or their agents showing the period of and reasons for the delay;
2. hire charges incurred if the **Insured Person** has failed to take all reasonable and proper care of their equipment as if this Insurance was not in force

EXCLUSIONS APPLICABLE TO SECTION 17.1 AND 17.2 ONLY

This Insurance does not cover:

1. any loss not reported to the Police or other authorities within 24 hours of discovery or as soon as reasonably practicable, and a written report, or crime reference for losses in the United Kingdom, obtained and submitted to Reactive Claims Limited. If a loss occurs in a hotel, it must be reported to the hotel management immediately upon discovery;
2. hire charges incurred if the **Insured Person** fails to provide the Underwriters with documented proof of equipment hire.

EXCLUSIONS APPLICABLE TO SECTION 17.3 ONLY

This Insurance does not cover:

1. any loss or damage if the **Insured Person** fails to provide the Underwriters with documented proof of the hire of the equipment which is the subject of the claim;
2. any loss or damage if the **Insured Person** fails to take all reasonable and proper care of the ski equipment as if they were not insured.

EXCLUSIONS APPLICABLE TO SECTION 17.4 ONLY

This Insurance does not cover:

1. any claims during the first 12 hours during which the piste is closed due to adverse weather conditions;
2. any claims if coverage for this Section was effected within 14 days of the departure date and it was known that skiing may be affected by adverse weather conditions at the resort destination;
3. any claims if the **Insured Person** fails to provide written confirmation from the resort management confirming the period of and the reason for the closure of the piste.

EXCLUSIONS APPLICABLE TO SECTION 17.5 ONLY

This Insurance does not cover:

1. any claim if this section was effected less than 4 weeks prior to the **Insured Person's** departure date and it was generally known that there was a lack of snow at the booked resort;
2. any claim if the resort is less than 1,200 metres above sea level;
3. any claim if the **Insured Person** fails to provide written confirmation from the tour operator or the resort management confirming the lack of snow.

EXCLUSIONS APPLICABLE TO SECTION 17.6 ONLY

This Insurance does not cover:

1. the first 10 hours of delay;
2. any claim if the **Insured Person** booked the **Holiday/Trip** and this sub-section was effected less than 4 weeks prior to the departure date;

3. any claim if the **Insured Person** fails to provide written confirmation from the tour operator or the resort management confirming the period of and the reason for the delay.

EXCLUSIONS APPLICABLE TO SECTION 18 ONLY

This Insurance does not cover:

1. any costs or expenses incurred by the **Insured Person** for any claim brought against a tour operator, travel agent, carrier or the Underwriters;
2. any costs or expenses incurred before the granting of the Underwriters support which the Underwriters will not unreasonably withhold. The Underwriters reserve the right to withdraw at any stage and shall not then be liable for any further expenses;
3. any incident reported more than 180 days after the event occurs which gives rise to a claim;
4. any claim where the Underwriters consider the prospects of success in achieving a reasonable settlement are insufficient and/or where the Underwriters consider the laws, practices and/or financial regulations of the country where the incident occurred will preclude the Underwriters from obtaining a satisfactory settlement.

EXCLUSIONS APPLICABLE TO SECTION 19 ONLY

This Insurance does not cover costs or expenses:

1. incurred as the result of the decision of the **Insured Person** not to remain in his booked accommodation when official directives from local authorities state that it is acceptable to do so;
2. payable by or recoverable from the tour operator, airline hotel or other provider of services.

E.U. DISCLOSURE CLAUSE (U.K.)

Notice to the **Insured Person**:

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

PRE TRAVEL ADVICE

We strongly recommend that you contact the Foreign & Commonwealth Office Travel advice website for up to the minute travel information on all areas and countries at www.gov.uk/foreign-travel-advice or alternatively e-mail TravelAdvicePublicEnquiries@fco.gov.uk.

SEVERAL LIABILITY NOTICE (LSW 1001)

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LAW AND JURISDICTION

The law and jurisdiction applicable to the contract of insurance is the law of England and Wales and the English courts shall have sole jurisdiction in any dispute hereunder.

COMPLAINTS PROCEDURE

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with a high standard of service.

If you have any questions about your insurance or claim, you should, in the first instance, contact your insurance broker or adviser. Alternatively, you can contact us directly at Crispin Speers & Partners Ltd.

However, if you wish to make a complaint concerning any aspect of the services provided by us regarding your insurance or claim, please contact:

Complaints Dept, Crispin Speers & Partners Ltd, St Clare House, 30–33 Minories, London EC3N 1PE
TEL: +44 (0)20 7977 5700 **FAX:** +44 (0)20 7702 9276 **EMAIL:** cspcomplaints@cspinsurance.com

If you are not satisfied with the outcome and wish to take the matter further you can do so at any time by referring the matter to:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME14 4RN
TEL: +44 (0)20 7327 5693 **FAX:** +44 (0)20 7327 5225 **EMAIL:** Complaints@Lloyds.com

If the Assured is:

- a microbusiness (a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million); or
- a charity with an annual income of less than £ 1 million; or
- a trustee or trust that has a net asset value of less than £ 1 million.

Then complaints that cannot be resolved by Complaints, Lloyd's, may be referred to the Financial Ombudsman Service who can be contacted at the following:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR
TEL: 020 7964 1000 **FAX:** 020 7964 1001 **E-MAIL:** complaint.info@financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme (FSCS), which can pay compensation for financial loss if Underwriters are unable or unlikely to be able to pay claims against it. Cover is limited to 90% of the claim, without an upper limit and is generally applicable to businesses and associations with an annual turnover of less than £ 1 million. Further information about the compensation scheme is available from:

FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

TEL: 0800 678 1100 or 0207 741 4100 E-MAIL: enquiries@fscs.org.uk WEB: www.fscs.org.uk

AUTHORISATION AND REGULATION

Both Lloyd's and Crispin Speers & Partners Ltd. are authorised and regulated by the Financial Conduct Authority (FCA). You can check this by calling the FCA on +44 (0)845 606 9966 during normal office hours. The address of the FCA is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom.