

EXPLORE!

Personal Insurance for Holiday Travel

Master Certificate
2012/EXP/3000



Please ensure you read this policy document carefully and keep it with you when travelling.

INITIAL DISCLOSURE DOCUMENT

The Financial Service Authority

The Financial Services Authority (FSA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

Who regulates us?

Explore Worldwide Limited, (registration No.406319) Nelson House, 55 Victoria Road, Farnborough, Hants GU14 7PA (registration No.406319) is an Appointed Representative of Campbell Irvine Ltd (registration No.306242) who is authorised and regulated by the Financial Services Authority. You may check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk or by contacting them on +44 (0) 845 606 1234.

Whose Products do we offer?

We only offer insurance which is underwritten by ACE European Group Limited (ACE), part of the ACE Group of Companies. ACE is registered in England and Wales No 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority, FRN 202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on +44 (0) 845 606 1234.

Which service will we provide you with?

We do not recommend products after assessing your needs for Travel Insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

What will you have to pay us for our services?

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

Are you covered by Financial Services Compensation Scheme (FSCS)?

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme
7th Floor Lloyds Chambers, Portsofen Street, London E1 8BN
Fax: 020 7892 7301

Settlement Terms

We are responsible for collecting payment for all new and renewal premiums and any alterations as soon as practicable but prior to inception or renewal of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfer.

Your Policy

Should you mislay your policy a replacement will be issued upon written request. You may also request a new policy document at each renewal.

Governing Law and Language

United Kingdom law allows the parties to choose the law applicable to the contract. You agree that;

1. this Policy will be governed and interpreted in accordance with the law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

If ACE have to cancel your policy

If ACE no longer wishes to offer this Policy and needs to cancel, they will write to you at the current address we have. The Policy will then be cancelled 30 days after the date of their letter. If the Policy is cancelled, we will refund any premium you paid in respect of the cancelled period, provided you have not made a claim under the Policy during that Period of Insurance.

Other taxes or costs

Other taxes or costs may exist which are not imposed or charged by us.

What to do if you have a complaint

Please see the complaints procedure detailed in the Policy Document.

keyfacts®

POLICY SUMMARY

This policy summary does not contain full details and conditions of your insurance – these are located in your Policy Document.

This insurance is underwritten by Ace European Group Limited (ACE), part of the Ace Group of Companies.

Eligibility

To be eligible for cover under this Policy, all **Insured Persons** must be under the age of 80 at the date of payment of the insurance premiums. You must be able to confirm that all statements we ask you to make in your application process are correct, and that you are not aware of any other circumstances that may result in a claim.

Demands & Needs

This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded Pre-existing Medical Conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy document. Subject to terms and conditions and maximum sums insured.

Type of Insurance and Cover

Travel insurance for single trips or annual multi trips – Your Booking Invoice or Validation Certificate (as applicable) will show which cover you have selected.

Annual Multi Trip Cover: World-wide or European cover for an unlimited number of trips, of up to 36 days each trip. Winter Sports can be included up to 28 days. Maximum age 65.

Single Trip: You are covered for a single trip to a specific region of the world. Applicants aged 66 or more can be covered at an additional premium. Maximum age 79. Winter Sports may be included at an additional cost.

Conditions

It is essential that you refer to the general conditions (please see 'Conditions' in the Policy Document).

Special conditions apply to Section E – Personal Effects and Section G – Winter Sports Extension (where your Booking Invoice or Validation Certificate (as applicable) shows you have this cover).

Failure to comply with these conditions may jeopardise your claim or cover. - Please refer to the Policy Document for full details.

SPECIAL FEATURES AND BENEFITS

Emergency and Medical Services

Medical assistance; air ambulance; medical escorts; road ambulance, return home and long haul repatriation in the event of death, injury or illness necessitating hospitalisation; repatriation; alteration to travel plans or curtailment of travel.

Immediate contact must be made with Specialty Assistance Emergency Medical Services who are available on + (44) (0) 20 7902 7405. If you are travelling to Australia and you require medical treatment you must enrol with a local Medicare office.

Section A – Medical Expenses and Personal Liability:

Medical repatriation and associated expenses incurred overseas up to £5,000,000. Overseas emergency dental treatment to relieve pain and suffering up to £250.

The cost of transporting the remains of an Insured Person to their former place of residence up to £7,500 or funeral expenses abroad up to £1,000.

In Patient Benefit of £10 per day if you are confined to hospital overseas, to a maximum £200 per person. In the case of Criminal Injuries the benefit increases to £100 per day to a maximum £5,000.

Personal liability for any compensation if you become legally liable to pay up to £2,000,000.

Section B – Personal Accident:

£50,000 for loss of sight, loss of limb(s) or permanent total disablement and £10,000 in the event of death -subject to age. Please refer to the Policy Document for important definitions and full details of the cover and sub limits.

Section C – Cancellation or Curtailment:

In the event of necessary cancellation before, or curtailment during the insured trip due to: death; accidental bodily injury; illness; compulsory quarantine on the orders of a treating Medical Practitioner; redundancy; cancellation of leave for British Forces, Police or Government security staff, jury service or witness attendance in court of the Insured Person; the death or serious injury or illness of a Close Relative of the Insured Person or the person with whom you intend to reside; adverse weather conditions making it impossible to travel to the international departure point; any event in which the emergency services request your presence following major damage to or burglary from your home or place of work.

The Insurer will pay:

Up to £5,000 in respect of Irrecoverable Payments and Charges (as defined) for cancellation prior to departure; or up to £5,000 in respect of either the proportion of unused, non-refundable tour costs, or the original value of unused, non-refundable air tickets.

Section D – Travel Delay:

In the event of delayed departure for at least 12 hours from the specified departure time, or arrival at destination at least 12 hours later than specified, due to: strike; industrial action; disruption; Terrorism; adverse weather or breakdown the Insurer will pay £25 for each 12 hours delay up to a maximum £100 per Insured Person.

Where a delay of 12 hours or more causes you to cancel your whole travel itinerary prior to departure the Insurer will pay up to £1,000 per Insured Person in respect of Irrecoverable Payments and Charges (as defined).

The Insurer will pay £100 per day up to a maximum £3,000 per Insured Person in the event that you are detained by hi-jack of an aircraft.

If the failure of scheduled public transport services in the United Kingdom due to strike; industrial action; disruption; Terrorism; inclement weather, mechanical breakdown or accident of the vehicle you are travelling in causes you to arrive too late at the international point of departure in the United Kingdom, the Insurer will pay up to £300 per Insured Person in respect of additional travel and accommodation only expenses to enable you to reach your destination.

Section E – Personal Effects:

Your Booking Invoice or Validation Certificate (as applicable) will show if this option is operative.

Accidental loss, theft or damage to accompanied personal baggage, clothing or effects up to £2,000 in total (up to £250 per article, pair or set of articles, disc collections limited to £200, and up to £350 as a total in respect of all Valuables (as defined), claims for spectacles and sunglasses are limited to £100 per pair).

Personal Money is covered up to £500.

Passports and Visas are insured up to £250 against the cost of emergency replacement.

Temporary loss of baggage for more than 24 hours is covered up to £100 per person deductible from the final claim if the loss is permanent.

Air tickets are covered to the original purchase price proportionately for each leg of the journey, including reasonable expenses incurred as a result of loss, to a maximum £1,000.

Section F – Legal Expenses:

Up to £15,000 in respect of legal costs and expenses in pursuit of compensation and/or damages against a third party arising from the death or bodily injury to the Insured Person.

Section G – Winter Sports Extension:

Your Booking Invoice or Validation Certificate (as applicable) will show if this option is operative.

Loss theft or breakage of your own ski equipment is insured up to £350 per person, subject to a limit of £250 for any single item, set or pair.

Loss theft or breakage of hired ski equipment in your charge is insured up to £100 per Insured Person.

Up to £200 per Insured Person in respect of replacement ski hire following loss, theft or breakage, or misdirection or delay in transit of an Insured Person's skis preventing their use for not less than 12 hours.

Up to £300 per Insured Person in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused following accident or sickness of the Insured Person, or loss theft or damage of the ski pass.

Up to £20 per day per Insured Person to a maximum of £200 for additional transport costs to reach an alternative resort necessitated by a lack of snow or avalanche at your pre-booked resort following the closure of skiing facilities.

Up to £150 per Insured Person in respect of additional travel and accommodation expense necessarily incurred as a result of the outward or return journey by public transport being delayed for 12 or more hours beyond the scheduled arrival time.

Significant or unusual Exclusions or Limitations

The standard excess is shown in your Policy Document. Any increased amount that we require you to pay will be shown on a Policy Endorsement that we have issued to you. Cover is not available to anyone aged 80 years or more at the date of payment of insurance premium. For Annual Multi trip travel insurance: trips within the United Kingdom must include at least 2 nights pre-booked accommodation. Maximum age in respect of Annual Multi Trip Insurance is 65 years.

General Exclusions:

Any consequence of any act of war invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of Terrorism where you are actively engaged and/or where you have travelled or you remain contrary to Foreign & Commonwealth Office travel advice.

There are a number of activities, practices and winter sports that are excluded, please see 'General Exclusions' in the Policy Document. Some activities described can be included if an additional premium has been paid. Your Booking Invoice or Validation Certificate (as applicable) will show if you have chosen this option.

Wilful self inflicted injury, solvent abuse, the use of drugs and the effects of alcohol and sexually transmitted diseases.

Unlawful actions.

Stress or anxiety. Depression or any other mental or nervous disorder diagnosed before the Period of Insurance commenced or the trip is booked (whichever is the later), or not diagnosed by a hospital consultant specialising in the relevant field. Your choosing not to take prescribed medication or other treatment.

Changes of Health where you do not follow the procedure outlined under the 'Pre-existing Medical Conditions' section.

You will not be covered under Section A - Medical Expenses, Section B - Personal Accident or Section C - Cancellation and Curtailment in respect of any defined Pre-existing Medical Condition, or certain other Medical Conditions as detailed (please refer to General Exclusions in the Policy Document).

Exclusions under Section A – Medical Expenses and Personal Liability:

Medical Expenses excludes any claim relating to any Pre-existing Medical Condition; any expenses not verified by a medical report; or the cost of medical or surgical treatment later than 52 weeks from the date of accident or illness or elective cosmetic surgery.

Personal Liability excludes claims in the course of employment; the ownership possession or use of any aircraft, hovercraft, watercraft or mechanically propelled

vehicles, the ownership or use of any land or building other than use of rented temporary accommodation; the ownership or use of any firearm.

Exclusions under Section C – Cancellation or Curtailment:

Any claim arising from a Pre-existing Medical Condition

Exclusions under Section D – Travel Delay:

Any strike, industrial action, publicised at the time of effecting the insurance. The withdrawal of any aircraft, train or sea vessel on the recommendation of a Port Authority, the Civil Aviation Authority or similar body.

Exclusions under Section E – Personal Effects and Section G Winter Sports Extension:

Unattended Valuables (as defined - including those in a vehicle) are uninsured unless in a locked safe, locked hotel room, locked apartment or locked holiday residence. Business or professional goods, equipment or samples and any property hired to the Insured Person are excluded.

Exclusions under Section F – Legal Expenses:

Any costs incurred before obtaining the written consent of the Insurer.

Claims against travel agents or tour operators.

The Insurer shall have complete control of any legal proceedings and can exclude a claim if, in their opinion, they believe there is an insufficient prospect of success in obtaining a reasonable settlement.

Exclusions under Section G – Winter Sports Extension:

Loss, theft or damage of skis or ski poles over 5 years old is excluded.

There is no cover for skis or ski equipment carried on a vehicle roof rack or whilst in use.

Duration

Please refer to your Booking Invoice or Validation Certificate (as applicable) to confirm the policy duration of your selected cover.

Cancellation Period

You are free to cancel this policy at any time. If you wish to cancel within 14 days of receipt of the Policy Document, you may do so by calling or writing to us for a full refund providing you have not travelled and no claim has been made. If you cancel after the first 14 days of receipt of the Policy Document, it will be cancelled from the date your instructions are received or any later date you advise. You may be charged a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

Claim Notification

To make a claim contact Claims Settlement Agencies Limited. (CSA), on Telephone: 0844 826 2644. Email: info@csal.co.uk or www.csal.co.uk

Complaints Procedure

Any complaint you may have in relation to how your Policy was sold, or to the customer service you have received, should in the first instance be addressed to Campbell Irvine Limited.

Any complaint you may have in relation to your Policy Document or to the handling of your claim should in the first instance be addressed to ACE.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Document.

Financial Services Compensation Scheme (FSCS)

In the unlikely event of the Insurer being unable to meet their liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme
7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN
Fax: 020 7892 7301

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HOW TO MAKE A CLAIM

Claims Procedure

Notice must be given within **45 days** of the date of occurrence of any claim under this Insurance. To notify a claim and request a claim form please contact the claims handlers: www.csal.co.uk

Claims Settlement Agencies
308-314 London Road, Hadleigh, Essex SS7 2DD

Tel: **0844 826 2644** Fax: 0844 826 2645
Email: info@csal.co.uk

POLICY DOCUMENT

This Policy Document contains details of the Travel Insurance Scheme which is underwritten by ACE European Group Limited (ACE), part of the ACE Group of Companies. ACE is registered in England and Wales No 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority, FRN 202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on +44 (0) 845 606 1234. All references to the Insurer in this Policy Document are to ACE.

Cover applies to each **Insured Person** named on the Booking Invoice or Validation Certificate (as applicable). The cover and limits will apply to each **Insured Person** who has paid the appropriate premium.

IMPORTANT- Your insurance policy number is the same as your Booking Invoice or Validation Certificate (as applicable) number. Please note your insurance policy number prior to travel. Please ensure that you retain your original documents as you will need to submit them in the event of a claim arising.

Sums Insured - Per Person	Up To
A Medical Expenses	£5,000,000
In Patient Benefit	£200
Criminal Injuries	£5,000
Personal Liability	£2,000,000
B Personal Accident	£50,000
C Cancellation or Curtailment	£5,000
D Delayed Departure or Arrival	£100
Cancellation due to	
Delayed Departure	£1,000
Hi-jack of Aircraft	£3,000
Failure of Transport Connections	£300
E Personal Effects	£2,000
(Valuables limited to:)	£350
Money	£500
Tickets	£1,000
Passport and Visas	£250
Temporary Loss of Baggage	£100
F Legal Expenses	£15,000
G Winter Sports Extension	Optional

INVOICED HOLIDAY COSTS

The Sum Insured shown above for Cancellation or Curtailment includes the cost of air tickets purchased separately to the actual holiday cost, provided that the total cost for all of the arrangements does not exceed the maximum £5,000 per person.

24 HR MEDICAL EMERGENCIES

IMMEDIATE CONTACT MUST BE MADE with SPECIALTY ASSISTANCE in the event of death, injury or illness necessitating any of the following:

(i) HOSPITALISATION (ii) REPATRIATION (iii) ALTERATION TO TRAVEL PLANS (iv) CURTAILMENT OF TRAVEL

SPECIALTY ASSISTANCE LTD

TEL: **+(44) (0) 20 7902 7405** FAX: +(44) (0) 20 7928 4748

Please note, the Insured Person's failure to contact Specialty Assistance may result in their claim being reduced or declined.

Be prepared to give your:

- Booking Invoice or Validation Certificate number (as applicable).
- name and address of agent or tour operator from whom insurance was purchased.
- dates of outward and return travel (tickets/itinerary).
- details of problem including name and address of patient and nature of illness/accident.
- name and telephone number of hospital and attending **Medical Practitioner**.
- details of usual GP.

PRE-EXISTING MEDICAL CONDITIONS

COVER IS EXCLUDED FOR ANY DEFINED PRE-EXISTING MEDICAL CONDITION. IF IN DOUBT PLEASE CALL OUR MEDICAL SCREENING HELPLINE, IN CONFIDENCE ON: 0844 826 2686

Definition of a Pre-Existing Medical Condition:

- Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist, or prescribed drugs/medication).
- Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months, or prescribed drugs/medication.

The medical screening helpline may be contacted between 09.00 and 17.00 Monday to Friday and 10.00 to 16.00 on Saturdays. The medical screening helpline is optional for those persons wishing to establish if additional cover may be offered to include **Pre-existing Medical Conditions**. You will be asked for your personal and travel details. Please have your insurance policy number to hand if known.

You will be advised whether the **Pre-existing Medical Condition** may be covered, an optional additional premium may be quoted and whether any amendments will be made to the policy terms and conditions. If terms can be provided for the condition and you elect

to take up the offer of the additional cover, you will be given a medical screening reference number and a letter will be sent to you upon receipt of payment. Any additional premiums must be paid directly to the medical screening helpline and not the company you are arranging your travel insurance with.

Should you not wish to take advantage of the optional terms quoted by the medical screening helpline, cover for the **Medical Condition** in question will be excluded.

There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**, unless disclosed to the medical screening helpline by that same **Close Relative** and additional cover agreed.

Please also see General Exclusions for additional details of other excluded **Medical Conditions**.

Change of Health

If an **Insured Person's** health changes after the date this policy was purchased, including prior to booking any individual journey in respect of an Annual Multi Trip Policy, then you **MUST** contact the medical screening helpline immediately if:

- The **Insured Person** has reason to believe that their journey may need to be cancelled or curtailed, or they are aware of any other circumstance that could reasonably be expected to result in a claim on this Policy; or
- a doctor has advised them against travelling or they believe would do so if their advice was sought; or
- they have any **Medical Condition** for which they have received a terminal prognosis; or
- they have a renewable Annual Multi Trip Policy that expires before their date of departure.

Provided the journey was booked before the change of health occurred, you may have a valid cancellation claim if the **Insured Person** has to cancel their journey, or if the Insurer cannot provide the cover required.

If you have an Annual Multi Trip Policy and book a new journey without telling the medical screening helpline about any health changes noted above, the Insurer will not cover any claims directly or indirectly caused by, arising or resulting from, or in connection with this change of health.

If advised about an **Insured Person's** change of health, the Insurer will tell you if they can provide cover for any claim arising from this change of health, and if so, whether any additional premium is required, or any additional terms apply. If the Insurer agrees to cover any change in health, then they will confirm this in writing.

If you do not let the medical screening helpline know about any **Insured Person's** change in health, then you may not have the cover you need and it may invalidate your Policy or reduce the amount of any claim.

IMPORTANT

This policy will have been sold to you on a non-advised basis and it is therefore important for you to read this policy document (paying particular attention to the Terms and Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading this policy document you find it does not meet all of your requirements, please refer to the relevant cooling off/policy cancellation section.

Third Party Rights

You and the Insurer have agreed that it is not intended for any other party who is not a party to this contract to have the right to enforce the terms of this contract.

Contract

This Policy Document, the Booking Invoice or Validation Certificate (as applicable) and any information provided in your application will be read together as one contract.

GENERAL ENQUIRIES

If you have any general queries concerning this Insurance, or if there is anything you do not understand, please contact the Insurance Brokers who arrange the scheme: Campbell Irvine Limited, 52 Earls Court Road, Kensington, London W8 6EJ
Telephone 020 7938 1734.

COMPLAINTS PROCEDURE

If you have a complaint in relation to your Policy Document or to the handling of your claim, please contact:

The General Manager
ACE Insurance Ltd
PO BOX 1018
Ashdown House
125 High Street
Crawley
West Sussex RH10 1DQ
Tel: +44 (0) 1293 726225
E-mail: ace.traveluk@acegroup.com

If you have a complaint in relation to how your Policy was sold, or to the customer service you have received, please contact:

The General Manager
Campbell Irvine Ltd
52 Earls Court Road
Kensington
London W8 6EJ
Telephone 020 7938 1734

The existence of this complaint procedure does not reduce your statutory rights relating to this Policy. For further information about your statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

FINANCIAL OMBUDSMAN SERVICE

The Insurer is a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if you are not satisfied following receipt of the final response. A leaflet explaining it's procedure is available on request.

Financial Ombudsman Service
South Quay Plaza

183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800
Fax 0207 964 1001
www.financial-ombudsman.org.uk

PERIOD OF INSURANCE

The period that you are insured for as shown on your Booking Invoice or Validation Certificate (as applicable).

Single Trip

Cover under Section C – Cancellation starts from the date stated on your Booking Invoice or Validation Certificate (as applicable) and ends when the **Insured Person** leaves their residence or place of business to commence travel.

Cover under all other sections of the policy starts when the **Insured Person** leaves their normal residence or place of business to commence their trip.

All cover ends on the **Insured Persons** return home, within 24 hours of their return to their **Home Country**, or at the expiry of the Period of Insurance, whichever is first.

Annual Multi Trip

Any one trip shall be limited to a maximum duration of 36 days. For any trip known to be exceeding the maximum duration, the entire period of travel including the first 36 days will not be insured.

Cover under Section C – Cancellation starts from either the date shown on your Booking Invoice or Validation Certificate (as applicable), or the booking date of each individual trip to which this insurance relates, whichever is the latter.

Cover under all other sections of the policy starts from date shown on your Booking Invoice or Validation Certificate (as applicable), or the time you leave your normal residence or place of business to commence your trip on the departure date of each individual trip to which this insurance relates, whichever is the latter.

Cover for each trip ends on the **Insured Persons** return home or within 24 hours of their return to their **Home Country**, whichever is first. All cover under the Policy ends on the expiry of the Period of Insurance.

Automatic Trip Extension

If the **Insured Person** is prevented from completing their travel before the expiration of this Insurance as stated under the Period of Insurance on the Booking Invoice or Validation Certificate (as applicable) for reasons which are beyond their control, including ill health or failure of public transport, this Insurance will remain in force until completion but not exceeding a further 31 days on a day by day basis, without additional premium.

In the event of an **Insured Person** being hijacked, cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the hijack during the Period of Insurance for a period not exceeding twelve months from the date of the hijack.

Please ensure you arrange cover for the entire duration of your travel.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Policy Document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

Close Relative

Means mother, father, sister, brother, wife, husband, partner (including common law and civil partnerships), son, daughter (including fostered/adopted), grandparent, grandchild, parent in law, son in law, daughter in law, brother in law, sister in law, step parent, step child, step sister, step brother or legal guardian.

Dependent Business Partner

Means a person in the same employ as you who's absence from work necessitates your presence.

Home Country

Means the country that the **Insured Person** normally resides in.

Insured Person

Means any person named on the Booking Invoice or Validation Certificate (as applicable).

Irrecoverable Payments and Charges

Means the cost of pre-paid tickets or bookings that are not refundable from the provider.

Medical Condition

Means any disease, illness or injury.

Medical Practitioner

Means a registered practising member of the medical profession who is not related to the **Insured Person** or any person with whom they are travelling.

Policy Excess

Means the amount of any claim that you have to pay before any payment is made to you.

Pre-existing Medical Condition

Means

a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have ever received treatment (including surgery, tests or investigations by your doctor or a consultant/specialist or prescribed drugs/medication).

b) Any **Medical Condition** for which you (or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative**) have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months or prescribed drugs/medication.

Strike or Industrial Action

Means any form of industrial action taken by workers which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Terrorism

Means 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 the behalf of or in connection with any organisation(s) or Governments, committed for political, religious, ideological or similar purposes including the intention to influence any Government and/or to put the public, or any of the public, in fear.

Travelling Companion

Means a person that the **Insured Person** has arranged to undertake their journey with if it would be unreasonable to expect the **Insured Person** to continue their journey without that person.

Unattended

Means when the **Insured Person** is not in full view of and not in a position to prevent unauthorised interference with their property.

Valuables

Means jewellery, watches, gold, precious stones and articles made of/or containing gold, silver or precious metals, photographic, TV, audio, CD's, MP3 Players, video, computer, GPS/navigation, electrical equipment, binoculars, optical equipment, telescopes and animal skins.

CONDITIONS

The Insured Person must comply with all the terms and conditions stated in this Policy Document, exercise reasonable care, and act as if uninsured at all times to have the full protection of their policy. If the Insured Person does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

General Conditions

1. This Insurance is available for holiday or business travel but excludes overseas residency, permanent overseas employment, work of a predominantly manual nature or any hazardous activity not agreed on behalf of the Insurer.

2. The appropriate additional premium has been paid by any person aged 66 years or more at date of payment of insurance premium in respect of Single Trip Insurance. This Insurance is not available to any person aged 80 years or more at the date of payment of insurance premium unless agreed by the Insurer.

3. That you contact Specialty Assistance as soon as possible with full details of anything which may result in a claim as a result of a medical emergency.

Cooling Off Period

The **Insured Person** may cancel this policy within 14 days of the date of receipt of the policy document (new business) or the renewal date by writing to or calling Explore, Nelson House, 55 Victoria Road, Farnborough GU14 7PA during the 14 day cooling off period. Any premium paid will be refunded in full so long as no period of travel has started and there are no known losses. If the **Insured Person** elects to cancel this policy after the first 14 days of the date of receipt of the policy documentation, it will be cancelled from the

date your instructions are received or any later date you advise. You may be charged a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.

Fraudulent Claims

The **Insured Person** must not act in a fraudulent manner. If the **Insured Person** or anyone acting for them:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by the **Insured Person's** wilful act or with your connivance

Then:

- The Insurer shall not pay the claim
- The Insurer shall not pay any other claim which has been made or will be made under the policy.
- The Insurer may at their option declare the policy void.
- The Insurer shall be entitled to recover from the **Insured Person** the amount of any claim already paid under the policy.
- The Insurer shall not make any premium returns.
- The Insurer may inform the Police of the circumstances.

Reciprocal Health Care

Should you require medical treatment in Australia you MUST enrol with MEDICARE www.medicare.gov.au. It can be done after the first occasion on which you receive treatment. In Patient and out-patient treatment at a public hospital is then available free of charge. Should you be admitted to hospital then immediate contact must be made with SPECIALTY ASSISTANCE and their authority obtained in respect of any treatment not available under MEDICARE before such treatment is provided.

Your failure to contact Specialty Assistance may result in a claim being reduced or declined.

Should you require medical care in Europe, a European Health Insurance Card (EHIC) entitles the **Insured Person** to reduced cost, sometimes free, medical treatment that becomes necessary whilst travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. An EHIC can be obtained by completing an application form available from your local Post Office or by following the online information at www.dh.gov.uk/travellers.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;

- using an EHIC; or
 - taking advantage of a reciprocal health agreement with their **Home Country**; or
 - using their private medical insurance;
- at the point of treatment, then the Insurer will NOT deduct the excess.

Duplicate Insurance

If at the time of loss, theft, damage, expense or liability insured by Sections A (except A.4.), C, D, E, F and G there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

Subrogation

The Insurer is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Insured Person's** name for the Insurer's benefit against any other party.

One Way Travel

Cover under all sections ceases on arrival at final destination.

Claim Conditions

Documentation:

All certificates, information and evidence required by the Insurer shall be furnished at the expense of the **Insured Person** or his legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe. The **Insured Person** shall as often as required submit to medical examination on behalf of the Insurer at their own expense and in the event of death of the **Insured Person** the Insurer shall be entitled to have a post-mortem examination at their own expense.

Interest:

The Insurer will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by them following receipt of all the required certificates, information and evidence necessary to support the claim.

Recognising Our Rights :

You and each **Insured Person** must recognise the Insurer's right to:

1. Pay, repair or replace
choose either to pay the amount of a claim (less any Excess and up to any Sum Insured limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
2. Inspect & dispose of items
inspect and take possession of any item or property for which a claim is being made and handle any salvage in a reasonable manner;
3. Handle a claim in your name
take over and deal with the defence or settlement of any claim in your name and keep any amount recovered;
4. Pay in sterling
settle all claims in pounds sterling;
5. Be reimbursed promptly
be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which the Insurer pays to you or on your behalf;
6. Receive medical certificates
be supplied at your expense with appropriate original medical certificates where required before paying a claim.
7. Carry out medical examinations
request and carry out a medical examination and insist on a post-mortem examination, if the law allows them to ask for one, at their expense.

Paying Claims:

1. Death
A. If the **Insured Person** is 18 years old or over, claims are paid to their estate and the receipt given to the Insurer by their personal representatives shall be a full discharge of all liability by the Insurer in respect of the claim.
B. If the **Insured Person** is aged under 18 years, the Insurer shall pay any claim to their parent or legal guardian. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

2. All other Claims

- A. If the **Insured Person** is 18 years old or over, the Insurer shall pay the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Insurer in respect of the claim.
- B. If the **Insured Person** is aged under 18 years, the Insurer shall pay the appropriate benefit amount to their parent or legal guardian for their benefit. Their parent or legal guardian's receipt shall be a full discharge of all liability by the Insurer in respect of the claim.

Please refer to the Claims Checklist at the back of this policy document for a list of documentation required by Claims Handlers to process a claim.

GENERAL EXCLUSIONS

Excesses – Applicable to most claims

The Insurer shall not pay:

- a) The first £50 of each and every claim, per incident claimed for under each Section by each Insured Person.**
- b) The first £250 of each and every claim arising from the same incident under Sections A.4.2 rented accommodation (in respect of the use of rented temporary accommodation only) and F Legal Expenses.**

No Policy Excess applies to Sections B - Personal Accident, C - Loss of deposit only, D - Travel Delay, E5 - Temporary loss of baggage and G - Piste Closure only.

Please also note that if an **Insured Person** has a valid claim for medical expenses which is reduced by their;
·using an EHIC; or
·taking advantage of a reciprocal health agreement with their **Home Country**; or
·using their private medical insurance;
at the point of treatment, then the Insurer will NOT deduct the excess.

The Insured Person will not be covered under Section A – Medical Expenses, Section B – Personal Accident or Section C - Cancellation or Curtailment for any claim directly or indirectly caused by, arising or resulting from, or in connection with either;

A) At the time of taking out this policy:

- i) Any **Pre-existing Medical Condition** unless you have contacted the medical screening helpline on 0844 826 2686 and the Insurer has agreed to provide cover and you have paid the additional premium required.
- ii) Any **Medical Condition** that the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** has received a terminal prognosis.

- iii) Any **Medical Condition** the **Insured Person** is aware of but which has not had a formal diagnosis.
- iv) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is on a waiting list for or has knowledge of the need for surgery in a hospital; or

B) After the date this policy was purchased including prior to booking any individual journey in respect of an Annual Multi Trip Policy:

A change of health or where the cost of any claim is increased due to a change of health, if the procedure detailed under the 'Pre-Existing Medical Conditions' section on page 8 has not been followed.

C) At any time:

- i) Any **Medical Condition** the **Insured Person** has in respect of which a **Medical Practitioner** has advised them not to travel or would have done so had they sought his/her advice.
- ii) Any surgery, treatment or investigations for which you intend to travel outside your **Home Country** to receive (including any expenses incurred due to the discovery of other **Medical Conditions** during and/or complications arising from these procedures).
- iii) Any **Medical Condition** for which the **Insured Person** or any other person not necessarily travelling but upon whom travel depends such as a **Close Relative** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- iv) Pregnancy when you are expected to give birth within two months of the return date of your trip;
- v) Participating in any activity where the **Insured Person** has been advised against doing so by a **Medical Practitioner**.

The Insurer shall not pay (unless agreed in writing by or on behalf of the Insurer) for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1.(a)(i) Mountaineering or climbing; pot-holing; motorised competitions or races; sports tours; or travelling by motorcycle, unless in respect of motorcycles up to 125 cc hired or borrowed during the Period of Insurance, and the **Insured Persons** are wearing crash helmets; unless referred to and accepted in writing on behalf of the Insurer.

(ii) Any activity in the air (other than as a passenger in a fully-licensed passenger-carrying-aircraft, bungee jumping or parasailing) unless referred to and accepted in writing on behalf of the Insurer;

(iii) Winter Sports, unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable), but always excluding ski racing, ski jumping, ice hockey or the use of bobsleighs or skeletons.

(b) Any activity where **Insured Persons** do not wear the recommended/recognized safety equipment, or do not follow the safety procedures, rules or regulations of the activity's organisers/providers; or

(c) Any unusually hazardous activity or extreme sport that has not been booked through or organised by Explore including but not limited to scrambling; canyoning/kloofing; quad-biking; trekking over 4,000 metres; scuba diving to a depth greater than 30 metres, or solo diving; professional or competitive sports or activities; competing in or practicing for speed or time trials of any kind; work of a

predominantly manual nature; expeditions to remote, hazardous or polar regions; or any variation of an excluded sport or activity.

NOTE: Exclusions 1.(a), (b) and (c) are not applicable to cancellation claims under Section C.

(d) Wilful exposure to needless danger (other than in an attempt to save human life); or

(e) Air travel within 24 hours of scuba diving.

NOTE: Please see Sporting and Hazardous Activities on page 31.

2.(a) Any form of stress or anxiety; or

(b) Depression or any other mental or nervous disorder that was diagnosed before the Period of Insurance commenced, or before your trip was booked (whichever is later). Mental disorders diagnosed at any other time are also excluded unless investigated and diagnosed by a hospital consultant specialising in the relevant field.

3. Any wilfully self inflicted injury or illness, insanity, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than medically prescribed) and the effects of alcohol.

4. The **Insured Person's** participation in any criminal or illegal acts.

5. Any consequence of any act of war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military force, any act of **Terrorism** where you are actively engaged and/or where you have travelled and/or you remain contrary to Foreign & Commonwealth Office travel advice.

6.(a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or

(b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

7.(a) Unless the Insurer provides cover under this insurance, any other loss, damage or additional expenses following on from the event for which the **Insured Person** is claiming. Examples of such loss, damage, or additional expense would be the cost of replacing locks after losing keys, costs incurred of preparing a claim, or loss of earnings following bodily injury or illness.

(b) Any costs for;

(i) telephone calls (other than the first call to Specialty Assistance to notify them of a medical problem requiring hospitalisation); or

(ii) taxi fares (unless a taxi is being used in place of an ambulance to take you to or from a hospital); or

(iii) food and drink expenses (unless these form part of your hospital costs if you are kept as an inpatient).

8. Any **Insured Person's** travel to a country, specific area or event to which the Travel Advice unit of the British Foreign and Commonwealth Office or the World Health Organisation has advised against all, or all but essential travel, unless agreed by or on behalf of the Insurer.

9. Any search and rescue costs or ship to shore rescue costs (cost charged to you by a Government, regulated authority or private organisation concerned with finding and rescuing an individual). This does not include medical evacuation costs by the most appropriate transport.

10. Private medical treatment unless authorised by Specialty Assistance.

11. Interest on any benefit payable under this Policy unless payment

has been unreasonably delayed by or on behalf of the Insurer following receipt of all the required certificates, information and evidence necessary to support the claim.

12. Sonic or pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

13. Any circumstances the **Insured Person** is aware of that could reasonably be expected to give rise to a claim on this policy unless the **Insured Person** has been given the Insurer's written agreement.

SECTION A. MEDICAL EXPENSES & PERSONAL LIABILITY

1. Medical, Repatriation and Associated Expenses. Up to £5,000,000

Should an **Insured Person** suffer accidental bodily injury or become ill (including compulsory quarantine on the orders of a treating **Medical Practitioner**) the Insurer will pay:

i) normal and necessary receipted expenses of emergency medical or surgical treatment incurred outside the **Insured Person's Home Country** including, emergency dental treatment to relieve pain and suffering (limited to £250), specialists or ophthalmic fees, hospital, nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites, decompression chambers, ambulance/necessary transport charges (including helicopter/air ambulance charges if necessary on medical grounds and authorised by the Emergency Medical Service; Specialty Assistance, or their Agents). The Insurer reserves the right to repatriate the **Insured Person** to their **Home Country** when in the opinion of the **Medical Practitioner** in attendance and their medical advisers the **Insured Person** is fit to travel.

ii) reasonable additional accommodation and repatriation expenses incurred by an **Insured Person** and any one member of the family or party who has to remain or travel with the injured, ill or hi-jacked **Insured Person**, certified by a **Medical Practitioner** to be strictly necessary on medical grounds, and approved by the Emergency Medical Service; Specialty Assistance.

iii) the travel and reasonable accommodation expenses of one person to travel from their country of residence if their presence is strictly necessary on medical grounds.

iv) the cost of transporting the remains of an **Insured Person** to their former **Home Country** up to £7,500 or funeral expenses incurred abroad up to £1,000.

2. In Patient Benefit. Up to £200

In addition to the costs referred to above, the Insurer will also pay the sum of £10 compensation for each complete day, up to £200, that the **Insured Person** is confined to hospital outside their **Home Country**.

3. Criminal Injuries. Up to £5,000

Should an **Insured Person** be admitted to hospital as an in-patient as a result of receiving Criminal Injuries following a personal assault verified by a written report that substantiates the injuries resulted from an unprovoked personal assault, the In Patient Benefit payable

under Section A2 above is increased to £100 per complete day, up to £5,000, that the **Insured Person** is confined to hospital outside of their **Home Country**.

EXCLUSIONS APPLICABLE TO SECTION A1, A2 and A3

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required.

3. the cost of medical or surgical treatment of any kind received by the **Insured Person** later than 52 weeks from the date of the accident or commencement of the illness.

4. medical expenses incurred in an **Insured Person's Home Country**.

5. a claim that is not verified by a medical report whilst travelling.

6. elective or cosmetic surgery unless deemed medically necessary and agreed by the Emergency Medical Service (Specialty Assistance).

7. dental treatment to provide, replace or repair caps, crowns or bridges other than the relief of pain and suffering.

8. any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and Specialty Assistance can be reasonably delayed until the **Insured Person's** return to their **Home Country**.

9. any medical treatment and associated costs you have to pay following your refusal of curtailment, or your decision not to move hospital or return to your **Home Country** after the date when, in the opinion of Specialty Assistance, you should have done so.

10. accommodation and travel expenses where the transport and/or accommodation used are of a standard superior to that of the trip unless agreed by Specialty Assistance.

11. medication an **Insured Person** is taking before and which they will have to continue taking during their trip (except in the event of accidental loss or damage to that medication).

4. Personal Liability. Up to £2,000,000

The Insurer will indemnify **Insured Persons** against all sums which they are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death, illness or disease) to any person;

2. accidental loss of or damage to material property; which occurs during the Period of Insurance and arises out of and in the course of their journey.

The maximum amount which the Insurer shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause is £2,000,000.

The Insurer will also pay Costs and Expenses. Costs and Expenses shall mean:

1. all costs and expenses recoverable by any claimant from any **Insured Person**;
2. all costs and expenses incurred with the Insurer's written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction; in respect of any occurrence to which Section A4 applies.

Costs and Expenses are payable in addition to the limit of liability for Section A4 except in respect of

1. occurrences happening in; or
2. claims or legal proceedings brought or originating in; the United States of America or Canada or any other territory within the jurisdiction of either such country. In these circumstances, Costs and Expenses are included in the limit of liability for Section A4.

CONDITIONS APPLICABLE TO SECTION A4.

1. The Insurer may at any time pay to the **Insured Person** in respect of any occurrence(s) covered by Section A4 the limit of liability applicable to such occurrence(s) (after deduction of any sums already paid) or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled and upon such payment being made the Insurer shall be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment.

2. If at the time of the happening of any occurrence covered by Section A4 there is any other existing insurance whether taken out by the **Insured Person** or not covering the same liability the Insurer shall not be liable to indemnify the **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had Section A4 not been effected.

3. **Insured Persons** must;

- i. give the Insurer written notice as soon as possible of any incident which may give rise to a claim;
- ii. give the Insurer all necessary information and assistance which they may require; and
- iii. forward every letter, writ, summons and process to the Insurer as soon as they receive it.

4. **Insured Persons** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without the Insurer's permission in writing.

EXCLUSIONS APPLICABLE TO SECTION A4.

The Insurer shall not indemnify **Insured Persons** against liability:

1. in respect of bodily injury to any person who is
 - i. under a contract of service with an **Insured Person** when such injury arises out of and in the course of their employment by that **Insured Person**;
 - ii. a member of the **Insured Person's** family.
2. assumed by any **Insured Person** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. in respect of loss of or damage to property
 - i. belonging to the **Insured Person**;

ii. in the **Insured Person's** care custody or control.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured Person** in the course of their journey.

4. in respect of bodily injury, loss or damage caused directly or indirectly by, or in connection with:

- i. the carrying on of any trade business or profession;
- ii. the ownership, possession or use of
 - a. horse-drawn or mechanically propelled vehicles;
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft);
 - c. firearms (other than sporting guns).
5. arising from the occupation or ownership of any land or building other than any building temporarily occupied by the **Insured Person** in the course of their journey.
6. in respect of punitive or exemplary damages.
7. in respect of activities or volunteer work organised by or when the **Insured Person** is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation, except where no other insurance or indemnity is available.

SECTION B. PERSONAL ACCIDENT.

Up to £50,000

In the event of the **Insured Person** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in his/her death or disablement within twelve calendar months of the injury, the Insurer hereby agrees to pay the following Sums Insured:

- | | |
|---------------------------------|---------|
| 1. Death, or | £10,000 |
| 2. Loss of Sight, or | £50,000 |
| 3. Loss of One or Two Limbs, or | £50,000 |
| 4. Permanent Total Disablement | £50,000 |

Provided that:

A) the benefit payable under (1) above is reduced to £1,000 if the **Insured Person** is under 16 years of age or 66 years of age or over at the time of death

B) the total compensation in respect of any one **Insured Person** shall not exceed £50,000.

Definitions

Loss of One or Two Limbs: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg.

Loss of Sight: total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Permanent Total Disablement: A disability which has lasted for at least 12 months from which the Insurer believes the **Insured**

Person will never recover and which prevents them from carrying out any gainful occupation for which they are reasonably qualified by way of training, education or experience.

Special Condition

If an **Insured Person** was already disabled before the bodily injury or already had a condition which is gradually getting worse, the Insurer may reduce their payment. Any reduced payment will be based on their medical assessment of the difference between:

- A. the disability after the bodily injury; and
- B. the extent to which the disability is affected by the disability or condition before the Accident.

SECTION C. CANCELLATION or CURTAILMENT.

Up to £5,000

Should an **Insured Person** necessarily have to cancel the projected journey before commencement or curtail it by returning to their **Home Country** before completion, as a result of:

i) the death, accidental bodily injury, illness, compulsory quarantine on the orders of a treating **Medical Practitioner**, redundancy that qualifies for payment under current redundancy legislation, cancellation of leave for British Forces, Police or government security staff, summoning to jury service or witness attendance in a court of an **Insured Person** or insured **Travelling Companion**.

ii) the death, serious injury or illness of a **Close Relative**, or the person with whom the **Insured Person** intends to reside at the holiday or journey destination, or **Dependant Business Partner** of the **Insured Person** or insured travelling companion which necessitates the presence of the person concerned.

iii) Hi-jack.

iv) adverse weather conditions making it impossible for an **Insured Person** to travel to initial point of departure at commencement of outward journey.

v) major damage or burglary at the **Insured Person's** home or place of business which at the request of an emergency service requires their presence.

The Insurer will pay either:

a) for Cancellation prior to departure; any **Irrecoverable Payments and Charges** (whether paid or contracted to be paid) for travel, accommodation, tours or excursions up to the Sum Insured, for any of the above reasons.

b) for Curtailment after initial departure; a pro-rata proportion of non-refundable unused inclusive tour costs, or alternatively the original value of non-refundable unused air tickets up to £5,000 for any of the above reasons.

Your claim will be based on the number of complete days not used. **Where return to a person's Home Country is necessary in an emergency situation they should contact Speciality Assistance who may be able to assist in having existing air tickets amended.**

EXCLUSIONS APPLICABLE TO SECTION C.

The Insurer shall not pay for any claim directly or indirectly caused

by, arising or resulting from, or in connection with:

1. travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
2. a **Pre-existing Medical Condition** unless the Insurer has agreed to provide cover and you have paid the additional premium required. There is no cancellation or curtailment cover for a **Pre-existing Medical Condition** of persons not necessarily travelling but upon whom travel depends, such as a **Close Relative**.
3. the unused portions of the **Insured Person's** ticket, where repatriation has been arranged at the expense of the Insurer.
4. an **Insured Person** having to cut short their trip but not returning to your **Home Country**, in which case the Insurer will only pay for the equivalent costs which you would have incurred had you returned to your **Home Country**.
5. you being unable to continue with your travel due to your failure to obtain the passport or visa you require for your trip.
6. a disinclination to travel or any other adverse financial situation (except redundancy that qualifies for payment under current redundancy legislation).

SECTION D. TRAVEL DELAY

1. Delayed Departure or Arrival

The Insurer will pay each **Insured Person** up to the limits shown below if the departure of the aircraft, train or sea vessel in which the **Insured Person** has arranged to travel is delayed for at least 12 hours from the departure time specified in the travel itinerary, or if the arrival of the aircraft, train or sea vessel at destination is at least 12 hours later than the time specified in the travel itinerary, due to **Strike or Industrial Action**, disruption, **Terrorism**, adverse weather conditions, or mechanical breakdown of the aircraft, train or sea vessel.

The Limits

The Insurer will pay either:

- a) £25 for each complete 12 hour period of delay commencing from the original booked departure time or arrival time specified in the travel itinerary up to £100 each **Insured Person**, or
- b) if the **Insured Person** elects to cancel the whole travel itinerary prior to departure. **Irrecoverable Payments and Charges** made for the travel, accommodation, tours or excursions up to £1,000 each **Insured Person**.

2. Hi-Jack of Aircraft

The Insurer will pay compensation of £100 per complete day that the **Insured Person** is in detention due to unlawful seizure or wrongful exercise of control of an aircraft or the crew thereof, in which the **Insured Person** is travelling as a passenger, up to £3,000.

3. Failure of Transport Connections in the United Kingdom

If the **Insured Person** arrives at the point of international departure in the United Kingdom too late to commence the booked travel as the result of failure of scheduled public transport services in the United Kingdom due to inclement weather, **Strike or**

Industrial Action, Terrorism, disruption, or mechanical breakdown, or as a result of an accident to the motor vehicle in which the **Insured Person** is travelling to the point of departure, the Insurer will pay up to £300 for additional travel and accommodation only expenses necessarily incurred by the **Insured Person** in order to reach the booked destination.

EXCLUSIONS APPLICABLE TO SECTION D.

The Insurer shall not pay for any claim arising directly or indirectly caused by, arising or resulting from, or in connection with:

1. **Strike or Industrial Action, Terrorism**, disruption, war, invasion, riot, or civil commotion in existence or publicised at the time of effecting the Insurance.
2. the withdrawal from service (temporary or otherwise) of an aircraft or train or sea vessel on the recommendation of a Port Authority or the Civil Aviation Authority or of any similar body.

SECTION E. PERSONAL EFFECTS

Unless otherwise shown on your Booking Invoice or Validation Certificate (as applicable), the Insurer will pay for Loss, Theft or Damage to:

1. Accompanied personal baggage, clothing or effects belonging to the Insured Person. Up to £2,000.

The amount payable will be the value at today's prices less the deduction for wear, tear and depreciation.

2. **Personal Monies. Up to £500.** Cash, Bank or Currency notes, including reasonable expenses incurred as a result of loss, theft or damage.

3. **Tickets. Up to £1,000.** Air or other tickets including reasonable expenses incurred as a result of loss, theft or damage.

4. **Passport or Visas. Up to £250.** In respect of the cost of an emergency replacement or temporary passport or visa obtained whilst abroad including reasonable and receipted expenses incurred to obtain the same.

5. **Temporary Loss of Baggage up to £100.** If baggage is temporarily lost for more than 24 hours by an airline, railway or shipping company on the outward journey, for the purchase of immediate necessities the Insurer will pay the **Insured Person** up to £100 supported by receipts, but this will be deducted from the final claim if the loss is permanent.

NOTE IN RESPECT OF CASH

Cover will be effective from time of collection from bank or currency exchange agent, or for 3 days before commencement of journey, or from date of commencement of this Insurance, whichever is the latter.

CONDITIONS APPLICABLE TO SECTIONS E & G

The **Insured Person** must comply with the following conditions to have the full protection of their policy. If the **Insured Person** does not comply the Insurer may at their option cancel the policy or refuse to deal with the claim or reduce the amount of any claim payment.

1. The **Insured Person** shall act at all times as if un-insured and

shall exercise reasonable care for the safety and supervision of their property and in the event of loss, theft or damage hereunder the **Insured Person** shall take all reasonable steps to recover any lost property.

2. The maximum the Insurer will pay for any insured article shall be limited to £250, the value of a pair or set of articles shall be limited to £250, and the value of disc collections, including DVDs, electronic games and music discs shall be limited to £200. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done liability shall be limited to £100.

3. Loss, theft or damage whilst in the custody or control of a carrier, authority, transport company, garage or hotel must be reported in writing to them and written acknowledgement obtained.

4. There is a maximum limit of £350 in total in respect of all **Valuables**.

5. Payment for air tickets is limited to the original purchase price proportionately for each leg of the journey. Any loss, theft or damage of air tickets must be reported immediately to the issuing agent.

6. Claims for loss, theft or damage to spectacles or sunglasses are limited to £100 per pair.

7. The **Insured Person's** failure to comply with local authority advice when checking in baggage may result in a claim being reduced or declined.

EXCLUSIONS APPLICABLE TO SECTION E and G.

The Insurer shall not pay for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. damage due to moth, vermin, wear and tear and gradual deterioration.
2. loss, theft or damage to contact or corneal lenses, dentures or other aids or appliances, cycles, wind or kite/surf boards or mobile telephones. Winter sports equipment is excluded unless the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable).
3. loss, theft or damage to property hired to the **Insured Person** or confiscated by Police, Customs or other relevant authority.
4. loss, theft or damage not reported whilst travelling overseas to the Police or other relevant authority and a written statement obtained in confirmation.
5. the breakage of fragile articles and the consequence thereof unless caused by fire or accident to a means of conveyance. For example your clothes or camera being damaged by spillage.
6. mechanical breakdown or derangement.
7. loss, theft or damage to business or professional goods, equipment or samples.
8. loss, theft or damage to money, or **Valuables** left **Unattended** (including in a vehicle or the custody of scheduled transport service providers including airlines), unless in a locked safe, a locked hotel

room, locked apartment, or locked holiday residence. **Valuables** and money are not insured if left in 'checked in' baggage.

9. shortages due to error or omission, depreciation in value.

SECTION F. LEGAL EXPENSES

Up to £15,000

The Insurer will pay for legal costs and expenses, or the appointment of a claims agent in order to pursue compensation and/or damages against a third party arising from or out of personal injury to or death of the **Insured Person** occurring during the Period of Insurance.

The Insurer shall have complete control over the legal proceedings, however **Insured Persons** have the right to select and appoint legal representatives of their choice to represent them in any legal inquiry or legal proceeding (provided any appointment of a legal representative is not on a contingency fee basis, where the legal representative charges a proportion of the amount recovered as a fee). The **Insured Person** shall provide the Insurer with details of the selected legal representative's name and address. The Insurer may provide information about legal representatives in the local area if asked to do so.

EXCLUSIONS APPLICABLE TO SECTION F.

The Insurer shall not pay for:

1. costs incurred in pursuance of any claim against a travel agent, or tour operator including any employee, servant or agent thereof, carrier or their suppliers, travelling companion, **Close Relative** or the Insurer or their representatives.
2. legal expenses incurred prior to the granting of support by the Insurer or without their written consent.
3. any claim where, in the Insurer's opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
4. claims for professional negligence.
5. claims against any employer, or whilst carrying on any trade or profession.
6. the first £250 of any claim.

LEGAL EXPENSES CLAIMS

If an **Insured Person** suffers a personal injury and wishes to claim against the person who caused it they may telephone 0844 826 2644 for guidance.

SECTION G. WINTER SPORTS EXTENSION

Applicable only if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) and in addition to the cover granted under all other sections of this Insurance.

Ski Equipment up to £350

The Insurer will pay up to the Sum Insured in respect of:

- a) Loss, theft or breakage of skis and ski equipment owned by the **Insured Person**.

b) Loss, theft or breakage of skis and ski equipment hired to and in the charge of the **Insured Person**. There is a limit of £250 for any single item, set or pair and an overall limit of £100 in respect of hired equipment. The **Insured Person** shall produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Where this is not done, liability shall be limited to £100.

NOTE: Claims will in any event be settled on the basis of 20% depreciation each year for such items.

Ski Hire up to £200

The Insurer will pay up to the Sum Insured in respect of the cost of necessary hire of skis following:-

- a) Loss, theft or breakage of an **Insured Person's** skis.
- b) The misdirection or delay in transit of an **Insured Person's** skis, subject to the **Insured Person** being deprived of their use for not less than 12 hours.

Ski Pack up to £300

The Insurer will pay up to the Sum Insured in respect of the proportionate value of any ski pass, hire or tuition fee necessarily unused due to the following:

- a) Accident or sickness of an **Insured Person**.
- b) Loss, theft or damage of ski pass.

Piste Closure up to £200

The Insurer will pay up to £20 for each 24 hour period that it is not possible to ski, up to the maximum Sum Insured, for additional transport costs incurred to reach an alternative resort caused by a lack of snow or avalanche at an **Insured Persons** pre-booked resort following the closure of skiing facilities.

Avalanche Closure up to £150

The Insurer will pay up to the Sum Insured in respect of additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey by public transport 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.

NOTE: This Winter Sports Extension is subject to the same Conditions and Exclusions as Section E Personal Effects, other than the exclusion of hired equipment. Skis and Ski equipment includes snow boards and snow board equipment.

EXCLUSIONS APPLICABLE TO SECTION G.

The Insurer shall not be liable for any claim directly or indirectly caused by, arising or resulting from, or in connection with:

1. occurrences detailed above that do not occur during the Period of Insurance.
2. the **Insured Person** participating in ski-racing, ski-jumping, ice hockey, or the use of bob sleighs or skeletons.
3. the Ski Hire, Ski Pack, Piste Closure or Avalanche benefits above not supported by documentary evidence.
4. the loss, theft or damage of skis or ski poles over five years old.

5. loss, theft or damage to skis or ski equipment carried on a vehicle roof rack.

6. loss of or damage to skis or ski equipment whilst in use.

7. Piste Closure outside the months that constitute the local regular ski season.

Please note: Winter Sports activities using a recognised piste are only insured if the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable). Random 'off piste' winter sports activities will only be insured if, in addition to the requirement noted above, they are with a qualified instructor or in a group of not less than 3 persons in possession of working communications or portable telephones. No cover for winter sports activities against local authority advice.

ANNUAL MULTI TRIP TRAVEL INSURANCE

Where this Insurance is being issued as an Annual Multi Trip Travel Policy and the appropriate premium has been paid and is shown on the Booking Invoice or Validation Certificate (as applicable) it is agreed by the Insurer to cover all trips made by the **Insured Person(s)** during the Period of Insurance:

- a) to destinations outside of the United Kingdom, either within Area 1 or to anywhere in the world Area 3 depending on the policy purchased as specified in your booking invoice or validation certificate (as applicable) and;
- b) within the United Kingdom if such trip includes at least two nights pre-booked accommodation.

Subject to the following:

- 1) The maximum duration of any one trip shall not exceed 36 days. Any trip which at the commencement of the insurance is known to be longer than the maximum duration of any one trip as stated is not insured for any part of such trip.
- 2) Each trip shall be deemed to be a separate insurance subject to the terms, conditions, limitations and exclusions contained herein.
- 3) Children are not insured unless named on the policy and reside permanently with a parent who is the principal **Insured Person**. Children are deemed to be 18 years or less at the date of payment of insurance premium.
- 4) Cover may be included subject to the appropriate additional premium having been paid for WINTER SPORTS up to a total of 28 days in all during the period of this insurance. Please note: if you wish to enquire about amending or extending the cover provided by this Policy after the date purchased, please contact Explore.
- 5) Annual Multi Trip Travel Insurance is not available for any person aged 66 years or more at the date of payment of insurance premium.

Insured Person, Spouse or Partner

Annual Multi Trip Insurance rates are available either for two adults on their own, or with their children. Reference is made to an **Insured Person** or their spouse or partner. Two adults, either of differing sex or the same sex, who are married or who have been permanently residing together for at least six months, qualify under our Travel Insurance Policies for those rates.

SPORTING AND HAZARDOUS ACTIVITIES

Subject to the exclusions of this Policy, recreational, non-professional (amateur), non-competitive activities are automatically covered provided they are outlined in an Explore itinerary, brochure, trip note, website, or other Explore promotional literature (as applicable), and are booked through or organised by Explore.

PLEASE NOTE:

You must always refer to the General Exclusions and the relevant exclusions under each section of this Policy Document, which continue to apply. Please specifically note the exclusion under Section A.4. Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms and buildings.

GEOGRAPHICAL AREAS

Area 1: SHORT HAUL

Short haul means the continent of Europe West of the Ural Mountains, and also countries bordering the Mediterranean, plus Azerbaijan, Georgia, Armenia, Greenland, Iceland, Jordan, Madeira, the Canaries, Azores, Faroe and Mediterranean Islands.

Area 2: LONG HAUL EXCLUDING NORTH AMERICA

North America means the USA or Canada

- a) For any period of cover purchased area 2 can include a single day/night stopover anywhere in the world for both outward and return travel.
- b) If the period of cover purchased is two months or more Area 2 can be extended to include a maximum of six days/nights anywhere in the world.

Area 3: LONG HAUL INCLUDING NORTH AMERICA

United Kingdom Only: Whilst insurance is available for holidays in the United Kingdom

Section A. Medical Expenses and Personal Liability.

1. Medical and Associated Expenses, 2. In Patient Benefit and 3. Criminal Injuries Benefit shall be inoperative.

CLAIMS CHECKLIST

The following documentation will be required by the Claims Handlers, in order that a claim may be processed. Originals will be required, as settlement cannot be made with photocopied documents.

For all sections of cover you will be required to submit:

- a) Your Booking Invoice or Validation Certificate (as applicable) confirming proof of payment of the insurance premium where applicable.
- b) Your travel Booking Invoice (showing your itinerary and dates of travel)

CANCELLATION OR CURTAILMENT

Your Cancellation Invoice
Completed Medical Certificate if Cancellation for medical reasons (which can be found on the claim form)
Original Air Tickets
Copy of Death Certificate (if applicable)
Redundancy letter (if applicable)
Evidence from treating **Medical Practitioner** confirming curtailment was medically necessary (Curtailment only)

BAGGAGE AND PERSONAL MONEY

Receipts or other evidence to support ownership and value for the items claimed
Airline or other Tickets and Baggage Check Tags
A written report from the person/company to whom the loss was reported whilst travelling overseas (e.g. Police Report)
Proof of date and time baggage was returned to you (Baggage Delay Claims only)
Evidence to support damage (e.g. Repairers report of total loss or damage and current price)

MEDICAL EXPENSES

Original Receipts
Medical Evidence to support nature of illness or injury
Evidence of Hospital admission and discharge
Original Travel Tickets
Additional Travel Tickets (if applicable)

TRAVEL DELAY/ MISSED DEPARTURE

Original Air Tickets
Replacement tickets and invoices /receipts
A letter from the airline (or similar) confirming the scheduled and actual time of departure including the official cause of the delay.

Data Protection

PLEASE READ this notice as it explains the purposes for which the Insurer will use the personal and sensitive personal data (information) that they hold.

The Insurer fully accepts their responsibility to protect the privacy of customers and the confidentiality and security of information given to them.

Where you have provided information about another person in connection with the purchase and performance of this insurance Policy, you confirm that they have appointed you to act for them, that they have consented to the processing of their personal data, including sensitive personal data and that they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices from the Insurer.

The Insurer will use the information you have provided for;

- handling claims; and
- providing assistance services;
- administration; and
- customer services;

in connection with this Travel Insurance Policy.

The Insurer will use the information you have provided only for purposes related to Your Policy within the terms of the Data Protection Act's 'legal data processing conditions'.

The Insurer may transfer your personal information to a country located outside of the EEA for the purposes outlined above. If the Insurer transfers your information outside the EEA, they will either obtain your prior consent or take steps to ensure that your privacy rights continue to be protected in accordance with the requirements of the Data Protection Act.

The Insurer may disclose information to their service providers and agents for these purposes. The information you have provided may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

In the event that an **Insured Person** makes an injury or illness related claim, the Insurer may need to obtain further sensitive personal information such as medical history in order to assess the claim. The claim form will explain in more detail how this sensitive personal data is handled.

If an **Insured Person** asks, the Insurer will provide details of the information they hold in accordance with the applicable law.

Any information which is found to be incorrect will be corrected promptly. The Insurer may monitor and/or record your communication with them, either themselves or by reputable organisations selected by the Insurer to ensure consistent servicing levels and account operation. The Insurer will keep information about **Insured Persons** only for so long as it is appropriate.

The Insurer's contact details are:

ACE Customer Service, ACE Travel Insurance, PO BOX 1018
Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ
Tel: +44 (0) 1293 726225
E-mail: ace.traveluk@acegroup.com

TRAVEL INSURANCE

IN THE EVENT OF A MEDICAL EMERGENCY

Please call Specialty Assistance
24 Hour Emergency Medical Service

Tel: +(44) (0) 20 7902 7405

Fax: +(44) (0) 20 7928 4748

BE PREPARED TO GIVE:

1. Insurance Policy/Booking Number.
2. Details of problem including name and address of patient and nature of illness/accident.
3. Name and telephone number of hospital and attending doctor.
4. Details of usual Doctor/General Practitioner.

Please do NOT use the Emergency Service for casual enquiries.

Please press this card out, fold and carry it with you while travelling.

IMPORTANT CONTACT NUMBERS

24 Hour Overseas Medical Emergency Assistance
Specialty Assistance **+44 (0)20 7902 7405**

Pre Departure Medical Screening helpline
0844 826 2686

For general enquiries, including if you wish to amend or extend the cover provided by this policy after the date of purchase, please contact Explore on **0844 499 0901**

Request a Claims Form **0844 826 2644**

PLEASE NOTE:

Cover is excluded for any Pre-Existing Medical Condition. If in doubt call our medical helpline, in confidence on **0844 826 2686**

RECOMMENDATION

We recommend that you take a photocopy of this policy and your booking invoice or annual certificate with you when you travel, leaving the originals in a safe place at home.

All other claims should be addressed to:

Claims Settlement Agency Ltd
308-314 London Road, Hadleigh, Essex SS7 2DD

Tel: 0844 826 2644

Fax: 0844 826 2645

Email: info@csal.co.uk

INSURANCE BOOKING NO.

EXPLORE!