



This Policy sets out the full Cover, limits and Exclusions applicable to Your insurance. **WE THEREFORE STRONGLY RECOMMEND YOU READ IT CAREFULLY AND CARRY IT WITH YOU ON YOUR HOLIDAY.**

Valid for Holidays commencing on or before 31/10/2010.

Policy Reference: FA02270

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs. This product meets the demands and needs of those who wish to ensure their travel insurance requirements are covered.

**WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY**

The emergency assistance provided for You by this Insurance is operated by **FirstAssist Assistance**. In the event of any illness, injury, accident or hospitalisation involving anyone insured under this policy where the anticipated costs are likely to exceed £500, You must notify **FirstAssist Assistance**. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

In the event of an emergency please call FirstAssist Assistance as quickly as possible quoting reference **586**.

**By telephone:** +44 (0) 20 8763 3018  
**or by fax:** +44 (0) 20 8763 3035

An on-line new case notification form is available on the FirstAssist Assistance website: [www.firstassist.co.uk](http://www.firstassist.co.uk) Click on Assistance services/Claims information.

For ongoing enquiries you can e-mail direct on [international.ops@firstassist.co.uk](mailto:international.ops@firstassist.co.uk)

**Note: You must retain receipts for medical & additional costs incurred.**

**HOSPITAL TREATMENT ABROAD**

If You go into hospital abroad and You are likely to be in hospital for more than 24 hours, You must contact **FirstAssist Assistance** immediately. If You do not, this could mean that We will not provide cover or We will reduce the amount We pay for medical expenses. If You receive medical treatment abroad as an outpatient, You should pay the hospital or clinic and claim back Your medical expenses from claims services when You return to the United Kingdom or Channel Islands.

**RETURNING EARLY TO THE UNITED KINGDOM OR CHANNEL ISLANDS**

If You have to return to the United Kingdom or Channel Islands under Section 3 (Medical or Additional Accommodation & Travel Expenses), or Section 4 (Loss of Deposit, Cancellation or Curtailment), **FirstAssist Assistance** must authorise this. If they do not, this could mean that We will not provide cover or We may reduce the amount We pay for Your return to the United Kingdom or Channel Islands. **FirstAssist Assistance** reserve the right to repatriate You should Our medical advisors view You as being fit to travel.

**Premium Refund Guarantee:** We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Coast & Country within 14 days of receipt and we will refund Your premium. We may at any time cancel any insurance document by sending 14 days notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

**MEDICAL SCREENING QUESTIONS - PLEASE READ CAREFULLY**

**PLEASE NOTE THAT IF YOU ARE TRAVELLING WITHIN THE UK, REPUBLIC OF IRELAND OR CHANNEL ISLANDS MEDICAL DISCLOSURES ARE NOT NECESSARY AS LONG AS YOU ARE NOT TRAVELLING AGAINST MEDICAL ADVICE. IF YOU ARE TRAVELLING OUTSIDE THE UK, REPUBLIC OF IRELAND OR CHANNEL ISLANDS PLEASE CONTINUE TO READ THE FOLLOWING QUESTIONS CAREFULLY**

Have You or any of Your travelling companions ever suffered from, been investigated for, treated for or diagnosed with:  
 -any cancer or malignant condition?  
 -any lung, heart-related or circulatory condition (including angina or hypertension)?

YES

**No cover is available under this policy for any claim which is directly or indirectly linked to the medical condition(s) which caused You to answer 'Yes' to either of the questions on the left.**

NO

Do You or Your travelling companions have any other condition that has required referral to or consultation with a specialist or hospital for treatment, investigation or check-up within the past 12 months?

YES

**However, we can sometimes offer extended cover. Please call Us on 0845 077 5552 to discuss your requirements. An additional premium may be payable.**

NO

**Full cover is available under this policy. If Your answers to any of these questions change to Yes during the Period of Insurance, please contact Us on 0845 077 5552 so We can advise You on what cover is available to You**

**Please also pay particular attention to the sections titled Conditions Applicable to All Sections of this Insurance and General Exclusions Applicable to All Sections of this Insurance (particularly General Exclusion 1), details of which can be found later on in this policy document.**

**IMPORTANT POINTS TO HELP YOU**

- If You suffer an injury or illness** which may lead to a claim under Your insurance, You must always seek the advice of a registered Medical Practitioner before cancelling or curtailing Your Holiday, or before incurring any expenses. **If You are already on Holiday and it is likely that expenses will exceed £500 per person, You must also seek the advice of FirstAssist Assistance before incurring any expenses under Sections 2 or 3.** Please remember to retain receipts for all costs incurred.
- All material facts must be disclosed to Us at the time Your policy commences and throughout the Period of Insurance. If You are in any doubt as to whether a fact is "material" then for Your own protection it should be disclosed to Coast & Country on 0844 556 0888.
- If You become aware of any circumstances which may cause You to consider cancelling Your Holiday,** You must inform the accommodation and/or transport providers with whom You have booked as soon as is reasonably possible and, in any event, **within seventy-two hours,** or You may incur additional charges that Your travel insurance will not cover.
- Personal Property** should always be kept either on Your person, in Your locked holiday accommodation, or completely hidden from view in the locked boot of a car. If a **safety deposit box** is available, You should use this to protect all Your Valuables. It is not possible to cover property lost whilst in the possession of a person not insured by this policy. Claims will be paid based on the value of goods at the time of loss, and not on a 'new for old' basis. An amount for wear and tear and depreciation will be deducted.
- If Your Property or Money is lost or stolen, You must inform the Police within twenty-four hours** of discovering the loss, and obtain a written report. If damage or loss occurs whilst the property is in the custody of Your holiday accommodation or transport company, You must inform them within twenty-four hours of discovery, and obtain a written report.
- In common with all travel insurance policies of this type, **this policy is not designed to provide cover for expensive articles** such as video equipment, cameras, jewellery and furs. We strongly advise that You read the Cover, Limits and Exclusions applicable to Sections 8 and 9 before commencing Your Holiday. Items which fall into the general definition of 'Valuables' can usually be more effectively insured under an 'All Risks' section of Your household contents insurance policy.
- We cannot replace Money stolen from suitcases** or similar receptacles. You should always carry the minimum actual cash possible. If a safety deposit box is available, You should use this to protect all Your Money and Valuables.
- If the cost of Your medical treatment is reduced by use of Your European Health Insurance Card, Medicare or any other similar reciprocal agreement, the Excesses under Section 3 will not be applied.

**SUMMARY OF COVER, LIMITS AND EXCESSES - COVER AND LIMITS ARE PER PERSON, UNLESS OTHERWISE SPECIFIED**  
**(Sub limits may apply - please refer to policy section for full details)**

This is to certify that the Insurer, in consideration of the premium specified on your schedule, agrees to indemnify the Insured on this Certificate of Insurance in respect of:

Description of Cover	Policy Limit - Up to:	Excess
1. Personal Accident i. Loss of one or more eyes or limbs ii. Permanent Total Disablement iii. Death	i. £25,000 (£2,500 for adults aged 66 or over) ii. £25,000 (£2,500 for adults aged 66 or over) iii. £15,000 (£2,500 for adults aged 66 or over)	Nil
2. (a) Hospital Benefit (b) Return to Home	(a) £15 per 24 hours - Up to £500 (outside UK) (b) £1,000	(a) Nil (b) £60 per person, or £75 per person for travel within the UK, Republic of Ireland and Channel Islands arising from a pre-existing condition
3. (a) Medical Expenses (b) Additional Expenses	(a) £5,000,000 (Non British mainland holidays) (b) £1,500 (British mainland holidays)	£60 per person, or £75 per person for travel within the UK, Republic of Ireland and Channel Islands arising from a pre-existing condition
4. Loss of Deposit, Cancellation or Curtailment	i. Up to total Cost of Invoice for Cancellation and Curtailment ii. £3,000 for additional expenses following Curtailment	£60 per person, or £75 per person for travel within the UK, Republic of Ireland and Channel Islands arising from a pre-existing condition £10 for loss of deposit
5. HomePlan	£ 100 (per household) & 3 hours labour	Nil
6. Delayed Travel (a) Holiday Abandonment (b) Delayed Travel Benefit	(a) Up to total cost of Invoice (b) Up to £60 (£20 for first 12 hours and £10 for each 12 hours thereafter)	(a) £60 per person (b) Nil
7. Missed Departure	£ 500 for non-UK only	Nil
8. Personal Property	£500 Single article limit £100, Valuables limit (in total) £200	£60 per person
9. Personal Money	£200 Cash Limit £200	£60 per person
10. Delayed Baggage	£100 per 24 hours - Up to £100	Nil
11. Passport / Driving Licence Indemnity	£200	Nil
12. Personal Liability	£1,000,000	Nil
13. Legal Expenses	£10,000	Nil

**• Claims Charter •**

We know that the real proof of insurance comes when You have to make a claim. You need to know that when something goes wrong Your claim will be handled promptly and by experienced claims handling staff. We have a commitment to meeting client expectations, which is why Our claims service works to ensure that standards of service, such as the time it takes to respond to Your claim, and the quality of the correspondence involved, are of an acceptable level.

**Coast & Country Travel Insurance is administered by:** FirstAssist Insurance Services Limited. Registered in England and Wales No. 04617110. Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

**This policy is underwritten by:** Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No. 2189462. Registered Office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Both FirstAssist Insurance Services Limited and Great Lakes Reinsurance (UK) PLC are authorised and regulated by the Financial Services Authority

**Any incident or loss which gives rise, or may give rise, to a claim under Your travel insurance should be advised immediately to:**

Coast & Country Travel Claims  
PO Box 1037  
Oakleigh House  
14-16 Park Place  
Cardiff  
CF11 1HU  
Telephone: 0845 605 0853

**Legal Expenses only**

Coast & Country Travel Claims  
Legal Expenses Department  
FirstAssist Insurance Services Ltd  
Marshall's Court  
Marshall's Road  
Sutton, Surrey SM1 4DU  
Telephone: 0208 652 1313

You will then be sent a claim form including, where appropriate, a medical certificate, which You should arrange to complete as fully as possible, including any documents such as Booking Confirmations, Cancellation Charges Invoices, Police Reports, Hotel/Transport Company Reports, Receipts and Proof of Ownership. IT IS NOT NECESSARY FOR YOU TO OBTAIN A LETTER OR CERTIFICATE FROM YOUR GENERAL PRACTITIONER BEFORE RECEIVING YOUR CLAIM FORM. If any documentary evidence is missing or incomplete, Your claim may be delayed whilst Our claims service requests the correct information. **If You have to make a claim,** You must notify Us within 31 days or as soon as possible thereafter.

**COMPENSATION SCHEME**

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

**Data Protection Act 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## Complaints Procedure

As a customer of FirstAssist, You have the right to expect the best possible service and support. If We have not delivered the service that You expect or You are concerned with the service provided, We would like the opportunity to put things right.

### Our complaints process

Most problems can be resolved by speaking to the staff directly responsible for the handling of Your policy or claim. They will do their best to address the problem and in Our experience most issues can be resolved satisfactorily at this stage.

When You contact Us we promise to;

- fully investigate Your complaint
- keep You informed of progress
- do everything possible to resolve Your complaint
- learn from Our mistakes

• use the information from Your complaint to proactively improve Our service in the future.

If Your complaint is not resolved or if You are unhappy with Our response, then You can progress your complaint with Our Customer Relations Team.

Customer Relations Department  
FirstAssist Insurance Services Limited  
1 Drake Circus  
Plymouth  
PL1 1QH  
Telephone: 0870 060 0190  
Fax: 01752 258564

### What to do if You are still not satisfied.

Complaints that cannot be resolved by FirstAssist may be referred to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of receipt of the final response to Your complaint. You will be reminded of the time limits in the final response.

Financial Ombudsman Service (Insurance Division)  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 080 1800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Your rights

We must accept the Ombudsman's final decision, but You are not bound by it and may take further action if You wish. Your rights as a customer to take legal action remain unaffected by the existence or use of Our Complaints Procedure.

## MEANING OF WORDS

### ANY WORD DEFINED BELOW WILL HAVE THE SAME MEANING WHEREVER IT IS SHOWN IN YOUR POLICY

**Acceptable Sports & Leisure Activities - The following amateur activities are automatically included within the cover:**

Archery, if adequately supervised, Angling, Athletics, Aviation (as a fare paying passenger in a duly certified passenger-carrying aircraft), Badminton, Ballooning (which has been organised in the UK prior to departure), Baseball, Basketball, Beach Games, Boating (within 12 miles), Canoeing (to Grade 3), Clay Pigeon Shooting, Cricket (amateur), Croquet, Cycling, Dry Skiing, Fell Walking, Fencing, Fishing, Football, Golf, Go Karting, Gymnastics, Handball, Horse Riding (up to 7 days), Jet Skiing or Boating, Jogging, Kite Bugging, Kayaking (to Grade 3) Motor Cycling or Quad Biking up to 125cc, Netball, Non Manual Work, Orienteering, Outward Bound, Parascending (over water), Pony Trekking, Racquetball, Rambling, Roller Skating or Roller Blading, Rounders, Rowing, Running (sprinting or long distance), Safari (which has been organised in the UK prior to departure), Sail Boarding, Sailing (within 12 miles), Scuba Diving (max 90ft/30 metres) if adequately supervised, Shooting, Skate Boarding, Squash, Snorkelling, Softball, Street Hockey, Surfing, Swimming, Tennis, Trekking/Hiking (under 2000 metres), Triathlon, Volleyball, Water Polo, Water Skiing, White Water Rafting (to Grade 3), Windsurfing, Yachting or Dinghy Sailing (within 12 miles).

**If Your activity does not appear on the list of Acceptable Sports & Leisure Activities, it is not covered.**

**Accident, Accidental** - A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place.

**Bodily Injury** - Shall be injury caused by external, violent and visible means.

**Children** - Are defined as persons aged up to and including seventeen years of age.

**Close Business Colleague** - Means Your associate, employed by the same company as You, whose absence from work or place of employment for one or more complete days necessitates the cancellation or Curtailment of the Holiday as certified by a Senior Director of such company.

**Close Relative** - Means Your spouse, partner, fiancé(e), parent, parent-in-law, step-parent, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandparent, grandson, granddaughter, brother, brother-in-law, step-brother, sister, sister-in-law or step-sister.

**Curtailment** - Means the abandonment of the Holiday by:

- Your early return to Your place of residence in the UK, or
- Your attendance at a hospital or nursing home as an in-patient or that of the person with whom You are travelling.

**FirstAssist** - Shall mean FirstAssist Insurance Services Limited.

**Family** - Shall mean parents or grandparents and their Children or grandchildren. Cover for families shall apply where the appropriate premium has been paid and where the Family members travel together.

**Geographical Limits** - The level of cover applicable to You will depend upon the premium paid. The Geographical Limits covered by this Policy are clearly shown on the Schedule and fall within the following definitions: Europe - the United Kingdom of Great Britain and Northern Ireland, including the Isle of Man, the Channel Islands, the Republic of Ireland, the mainland of Continental Europe and its neighbouring islands, excluding countries formerly part of the USSR, Worldwide - the foregoing plus the rest of the world. In addition, We will provide cover for a maximum of five days for necessary stop-overs outside the chosen Geographical Limits as part of Your travel arrangements.

**Holiday/Trip** - Means a journey that begins when You leave Your Home and ends on Your return to Your resident country (within the UK) during the Period of Insurance.

**Home** - Means Your usual place of domicile in the United Kingdom.

**Insolvency** - Shall mean entering into an 'insolvent winding-up' as defined by Rule 4.151 of the Insolvency Rules 1986 or any statutory modification or re-enactment thereof or into an at least equivalent formal insolvency process under any other jurisdiction.

**Intrinsic Value** - Means the actual cash value of an item at the time of loss or damage, including appropriate deductions for wear and tear.

**Insurer** - Great Lakes Reinsurance (UK) PLC.

**Loss of Limb** - Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**Loss of Sight** - Means complete and irrecoverable loss of sight in one or both eyes.

### Material Fact

Any fact which is known to You, which is likely to influence Us in the acceptance or assessment of this insurance. A Material Fact is any fact which is known to You, which is likely to influence us in the acceptance or assessment of this insurance. The Serious Illness of a non-travelling Relative is an example of a Material Fact. All Material Facts must be disclosed to Us at the time Your policy commences and throughout the Period of Insurance. If You are in any doubt as to whether a fact is "material" then for Your own protection it should be disclosed to Coast & Country on 0844 556 0888.

**Occupational Postings** - Shall mean postings of foreign office employees and military employees, including civilian services to the military.

**Period of Insurance** - Your travel insurance covers Holidays of up to 60 days duration, Cancellation insurance commences on the date of issue of this policy / and expires at the date of departure shown on the Schedule. All other Sections of this insurance commence at the time and date of departure for direct travel to the Holiday destination, and are valid until You arrive back at Your Home by direct travel after completion of Your Holiday. This insurance will be extended at no extra cost for up to a further seven days if You are unable to return to Home due to circumstances beyond Your control.

**Permanent Total Disablement** - Means total disablement from engaging in or attending to any occupation whatsoever for at least twelve months from the date of injury, and at the end of that time being beyond hope of improvement.

**Personal Money** - Shall mean Your cash, coins, bank notes, cheques, travellers' cheques, postal or money orders or travel tickets.

**Personal Property** - Shall mean Your suitcases and similar containers and their contents, articles which can be worn or carried by You, including Your Valuables, but excluding Personal Money.

**Pre-existing Medical Condition** - Any ongoing medical condition, or condition which has or will require medical treatment, including consultations or advice, within the last 12 months.

**Public Transport** - Shall mean any recognised bus, coach, train or Scheduled Airline service forming part of the booked itinerary.

**Scheduled Airline** - Shall mean an airline operating a series of flights which are undertaken between the same two places and which together amount to a systematic service operated in such a manner that the benefits thereof are available to members of the public generally from time to time seeking to take advantage of it.

**Self-Drive Holiday** - Shall mean a Holiday, the itinerary of which does not include transportation by means of Public Transport, or by means of the services of other privately owned coach/tour operators.

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

**Valuables** - Shall mean cameras and other photographic equipment of any kind, audio and video equipment, radios, electrical and electronic equipment, computers, all discs, CD's, cassettes and other audio and visual media, jewellery, watches, furs, telescopes, binoculars, precious stones or articles made of or containing gold, silver or other precious metals.

**We, Our, Us, Insurer** - FirstAssist who administer the insurance on behalf of the Insurer.

**You, Your(s), Insured Person** - All person(s) within the Age Limit, the names of whom are provided to us at the time of premium payment, being resident in the UK. Each person is separately insured.

## COVER AND LIMITS

### SECTION 1 – PERSONAL ACCIDENT

In the event that You sustain an Accidental Bodily Injury during the Period of Insurance, We will pay the benefits detailed in the Summary for Bodily Injury, which solely and independently of any other cause within twelve calendar months from the date of the Accident causing such Bodily Injury results in:

1. Your death, or
2. Loss of one or more of Your Limbs, or
3. Loss of sight in one or both of Your Eyes, or
4. Your Permanent Total Disablement

#### PROVIDED THAT:

- a. death or disablement occurs within one year of the Bodily Injury
- b. compensation shall not be payable under more than one of the above items 1, 2, 3 or 4 in respect of the same Accident, and the payment under any one item shall terminate Our liability under this Section of the policy
- c. for adults aged 66 years and over all benefits under this section shall be limited to £2,500
- d. any claim must be certified by an independent medical practitioner.

#### EXCLUSIONS APPLICABLE TO SECTION 1 ONLY

Section 1 of this insurance does not cover:

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

### SECTION 2 – HOSPITAL BENEFIT AND RETURN TO HOME

(a) **Hospital Benefit:** We will pay the amount shown in the Summary for each completed twenty-four hours You spend in a recognised hospital as an in-patient as a result of falling ill or sustaining a Bodily Injury during Your Holiday.

(b) **Return to Home:** In the event of Your death occurring during the Period of Insurance, We will pay up to the amount shown in the Summary to meet all reasonable expenses incurred by Your estate arising out of the transportation of Your remains back to Your Home in the United Kingdom, or to an Undertaker within ten miles of Your Home; or the cost of burial or cremation in the locality abroad where Your death occurred.

#### CONDITIONS APPLICABLE TO SECTION 2 ONLY

You may not claim under Sub-Section 2(b) **Return to Home** and Section 4 in respect of the same Return to Home Expenses.

### SECTION 3 – MEDICAL OR ADDITIONAL ACCOMMODATION & TRAVEL EXPENSES

We will pay up to the amount shown in the Summary for:

- (a) i. essential medical, hospital and treatment expenses  
ii. the cost of EMERGENCY dental treatment BUT ONLY for the immediate relief of pain, up to £400  
iii. repatriation
- (b) additional accommodation, travelling and similar expenses (including such reasonable additional expenses of a relative or friend required on medical advice to travel to or remain behind with or accompany You) as a direct result of:
  - i. Your Accidental Bodily Injury, or
  - ii. Your illness which occurs whilst You are on Holiday and which arises after You have paid Your premium.

#### CONDITIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY

1. Items (a)i, (a)ii and (a)iii of Section 3 above are applicable only in respect of Holidays outside Your usual country of residence.
2. It is a condition of Section 3 of the insurance that travel is limited to the same class as that originally booked.
3. You may not claim under this Section 3 and Section 4 in respect of the same additional accommodation or travel expenses.
4. If the cost of Your medical treatment is reduced by use of Your European Health Insurance Card, Medicare or any other similar reciprocal agreement, the Excesses under Section 3 will not be applied.
5. In the event that benefit under Section 3 becomes payable and it is considered medically necessary to do so, We will arrange for FirstAssist Assistance to transfer You, to the nearest practical location.
6. Section 3 covers the emergency costs of airlifting where such action is appropriate, necessary and practical.
7. We may instruct You to return if Our medical advisors and the doctors treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.

#### EXCLUSIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY

Sections 1, 2 and 3 of this insurance do not cover:

1. the first £75 per person for travel within the UK, Republic of Ireland and Channel islands arising from a Pre-existing Medical Condition or £60 for all other claims, applicable only in respect of Section 2(b) and Section 3
2. losses arising under Sections 2 or 3 if,
  - a. in the USA, Canada, Caribbean or Mexico, the consent of FirstAssist Assistance is not obtained before any expenses are incurred, or
  - b. when elsewhere in the world, if expenses are likely to exceed £500 per person and the consent of FirstAssist Assistance is not obtained before such expenses are incurred
3. losses arising within twenty-five miles of Your Home (not applicable to Section 1)
4. expenses incurred under these Sections after You are repatriated to Your usual country of residence (We reserve the right to repatriate You should Our medical advisors view You as being fit to travel)
5. treatment or aid obtained in Your usual country of residence (except as provided for herein)
6. surgery or medical treatment which can reasonably be dealt with on Your return to Your usual country of residence
7. medication and/or treatment which at the time of the departure is known to be required or to be continued outside Your usual country of residence
8. the additional cost of a single or private room accommodation at a hospital or nursing home, except where the medical practitioner treating You deems it necessary for You to occupy such accommodation
9. charges for personal services such as radio, TV, telephone and the like
10. cosmetic surgery and all expenses incurred in connection with cosmetic surgery, except as a necessary result of Accidental injury occurring during the period of the Holiday/Trip
11. all expenses incurred in connection with elective or non-emergency care
12. non-prescribed drugs, medicines and related items

13. services and supplies to the extent that they are not usual, customary and reasonable or not prescribed by a legally qualified medical practitioner in accordance with similar accepted provisional medical standards
14. any cost or expense if You do not have a pre-paid return ticket to Your Home at the start of Your Trip
15. the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury for which You went into hospital or clinic abroad
16. the cost of providing, repairing or replacing dentures, dental work involving the use of precious metals, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
17. medication or drugs You knew You would need before the start of Your Trip.

### SECTION 4 – LOSS OF DEPOSIT, CANCELLATION OR CURTAILMENT

We will pay up to the appropriate amount stated in the Summary in the event that You shall sustain pecuniary loss in respect of:

- i. irrecoverable deposits, payments and contractual obligations including those for pre-paid excursions and unused travel and accommodation, for which You contracted prior to the commencement of the Holiday, and
  - ii. additional accommodation and additional costs of returning to Home **where the Holiday is necessarily and unavoidably cancelled or Curtailed due to:**
    - a. the death, injury or illness as certified by a registered medical practitioner of:
      - i. You, the Insured Person, or
      - ii. the person with whom You are travelling or had arranged to travel, or
      - iii. Your Close Relative or Close Business Colleague or that of the person with whom You are travelling or had arranged to travel, or
      - iv. the person with whom You have made arrangements for the provision of Holiday accommodation where Your Holiday involves staying in such person's home and is dependent upon such person's well being
    - b. Your, (or that of the person with whom You are travelling or had arranged to travel):
      - i. requirement to attend Jury Service or Your attendance under a subpoena as a witness at a Court of Law
      - ii. compulsory redundancy which qualifies for payment under current redundancy legislation
      - iii. compulsory quarantine restriction
    - c. fire, theft, storm, flood or damage occurring within fourteen days prior to the commencement of the Holiday and during the Holiday at Your Home or place of business in Your usual country of residence, or that of the person with whom You are travelling or had arranged to travel, where Your/their presence is required either by the Police or the insurers of Your/their main residence or place of business
    - d. Your Occupational Postings not known of or contemplated at the time You pay Your premium, or those of the person with whom You are travelling or had arranged to travel, or the unexpected cancellation of previously agreed leave arising from unavoidable and necessary duty for Ambulance Service, Coastguard, Fire Brigade or Police Personnel
- which occurs during the Period of Insurance.**

#### CONDITIONS APPLICABLE TO SECTION 4 ONLY

1. Any event which **may** give rise to a cancellation claim under this Section must be notified to the hotel or holiday establishment, or tour operator or travel/booking agent within a maximum of seventy-two hours of such event.
2. You may not claim under sections 2, 3 and/or 4 in respect of the same expenses.
3. Cover for cancellation is limited to the amount shown in the Summary, less insurance premiums paid.
4. In respect of Curtailment claims:
  - i. travel must be limited to the same class as that originally booked
  - ii. the amount shown in the Summary is limited in respect of unused accommodation to the proportionate amount of the total contracted Holiday cost for each day of the Holiday foregone
  - iii. prior to Curtailment of the Holiday due to medical reasons, it is a condition that a Doctor's certificate **must** be obtained to confirm the necessity to Curtail the Holiday.

#### EXCLUSIONS APPLICABLE TO SECTION 4 ONLY

Section 4 of the insurance does not cover:

1. the first £75 per person for travel within the UK, Republic of Ireland and Channel islands arising from a Pre-existing Medical Condition, or £60 for all other claims, or £10 per person for Loss of Deposit claims
2. government regulations (other than in respect of compulsory quarantine) or currency restriction or act
3. omission or default of the provider of transport or accommodation or of the agent through whom the Holiday/travel arrangements were made
4. Your disinclination to travel or financial circumstances or that/those of the person with whom You are booked to travel, or on whom the Holiday plans depend (arising other than from loss of employment due to compulsory redundancy, provided that such redundancy arises after employment has been on a continuous and full time basis with the same employer for at least twelve months)
5. Holiday arrangements not honoured by Your employer, or the employer of the person with whom You have booked to travel, other than as provided for by Sub-sections 4(a)iii and 4(d)
6. Your late arrival at the airport or port after checking in or booking in time
7. Your loss of enjoyment of the Trip, however caused
8. failure to obtain the relevant passport or visa
9. return to Your Home if You do not possess return tickets already
10. if You become aware of any circumstances which may cause You to cancel Your Holiday, We will only be liable for the cancellation charges which would have applied if You notify the Holiday provider within seventy-two hours..

### SECTION 5 – HOMEPLAN

**IN THE EVENT OF AN EMERGENCY:** telephone the HomePlan control centre on 0844 556 0888 stating that You are insured by FirstAssist, giving  
– Your Schedule Reference Number  
– details of Your emergency circumstances.

All requests for assistance must be made to the HomePlan control centre within twenty-four hours of the occurrence of the emergency **and not directly to a contractor**, otherwise the cover under this Section will not apply.

If an unforeseen circumstance arises which, if not dealt with quickly, would:

- a. damage or cause further damage to Your Home
- b. create unreasonable risk to Your health and safety
- c. render Your Home unsafe or insecure

then We will provide emergency assistance for the duration of the Holiday (and for twenty-four hours after Your return to Home from the Holiday) and cover the costs of call-out, three hours' labour and up to the first £100 of parts or materials where:

1. the external locks, doors or windows have been damaged, causing Your Home to become insecure
2. external locks are damaged as a result of theft or attempted theft at or to Your Home and reported to the Police within twenty-four hours of the occurrence (replacement of locks will be on a 'like for like' basis)
3. the only available key to Your Home is lost and normal access is not available (the cover provided by this Section will assist You in gaining entry to Your Home)
4. the primary heating system breaks down completely
5. all means of heating the domestic hot water system have broken down completely
6. the internal plumbing or internal drainage system has ceased to function or has been damaged and internal flooding or internal water damage has occurred or is, in Our opinion, likely to occur.

#### SECTION 6 – DELAYED TRAVEL & HOLIDAY ABANDONMENT

1. If the departure of the aircraft, sea vessel, Eurotunnel train or Public Transport in which You have arranged to travel either to or from the Holiday destination is delayed for at least twelve hours from the time specified in the official travel itinerary supplied to You as a direct result of:

- strike or industrial action
- Severe Weather conditions
- mechanical breakdown or derangement of such aircraft, sea vessel, Eurotunnel train or Public Transport

We will pay either:

- (a) Holiday Abandonment - (on the outbound journey only) Your pecuniary loss in respect of irrecoverable charges for unused travel and accommodation for which You contracted prior to the commencement of the Holiday, if, after twelve hours, You elect to abandon the whole travel itinerary, subject to the maximum amount shown in the Summary, or
  - (b) Delayed Travel Benefit - an amount of £20 for the first completed twelve hour period of delay in departure, commencing from the original booked time specified in the official itinerary supplied to You and a further £10 after each subsequent twelve hour period of delay, subject to the maximum amount shown in the Summary.
2. Alternatively, in respect of a Self Drive Holiday the benefits described in 5.1(a) and 6.1(b) shown above will become payable if You are delayed for at least twelve hours from travelling in Your own Vehicle either to or from the Self-Drive Holiday destination specified in the booking confirmation supplied to You due to:
    - (a) Severe Weather, or
    - (b) accidental damage to the self-driven vehicle, including towed caravans, that occurs en route to the self-drive destination and where repairs cannot be effected within twelve hours of the accident.

#### SECTION 7 – MISSED DEPARTURE

We will pay You, up to the amount shown in the Summary, for reasonable additional accommodation and travel expenses, if You arrive at Your last departure point from Your resident country (within the UK) or the last departure point for Your return Trip to Your resident country too late to board Your booked flight, train or sailing, as a result of the following:

- i. scheduled Public Transport services failing to get You to Your destination in time due to strike, industrial action, Severe Weather conditions or mechanical breakdown, or
- ii. the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure, or
- iii. the private motor vehicle in which You were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure

provided always that:

- (a) You have taken all reasonable steps to complete the journey to the departure point on time
- (b) You are able to provide documentary evidence from a recognised garage or recovery service as to the cause and effect of an accident or mechanical failure.

#### CONDITIONS APPLICABLE TO SECTIONS 6 AND 7 ONLY

1. You shall be entitled to only one of the benefits shown in these Sections, namely 6.1(a) Holiday Abandonment, 6.1(b) Delayed Travel Benefit, or 7 Missed Departure, per outward or homebound journey undertaken, subject always to the sums shown in the Summary which shall apply in all, and not per journey.
2. It is a condition of these Sections that You shall take all reasonable steps to continue with the Holiday/travel plans once the original occurrence giving rise to the delay is diminished or otherwise rectified.
3. Claims will only be considered under Section 6.1(a) or 6.1(b), not both.

#### EXCLUSIONS APPLICABLE TO SECTIONS 6 AND 7 ONLY

Sections 6 and 7 do not cover:

1. delay or disruption which occurs after the departure of the aircraft, sea vessel, Eurotunnel train or Public Transport in which You have arranged to travel
2. claims arising from Your failure to check in according to the itinerary supplied to You (other than as provided for in the Missed Departure Section above)
3. claims where You fail to obtain written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
4. claims arising from strike and industrial action existing or notified by intention at the date this insurance is purchased, or Trip is booked whichever is the later
5. the first £60 per person of each and every claim in respect of 6.1(a) Holiday Abandonment
6. claims where You fail to obtain substantiation in respect of Severe Weather
7. claims for disrupted travel or delayed arrival
8. Your disinclination to travel
9. any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.

**IF YOUR PERSONAL MONEY OR PERSONAL PROPERTY IS LOST OR STOLEN, YOU MUST IMMEDIATELY ADVISE THE POLICE AND OBTAIN A WRITTEN REPORT. IF YOU FAIL TO DO SO, YOU WILL NOT BE ABLE TO MAKE A CLAIM UNDER SECTIONS 8 OR 9 OF YOUR POLICY.**

#### SECTION 8 – PERSONAL PROPERTY

We will pay up to the amount shown in the Summary in respect of loss of or damage to Your Personal Property which occurs during the Period of Insurance. Cover does not apply on a "new for old" basis and is based on the value of the property at the time of loss or damage.

#### CONDITIONS APPLICABLE TO SECTION 8 ONLY

1. We reserve the right to repair, replace or pay the Intrinsic Value of any lost or damaged article.
2. Notwithstanding the above, the maximum amount payable in respect of:
  - i. any one article, pair or set is £100
  - ii. loss of or damage to Valuables is £200 in total
  - iii. the maximum payment for any single article for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £50, subject to a maximum of £200 for all such items
  - iv. spectacles and prescription sunglasses is £75
3. Any damaged article must be retained and made available to Us for inspection.

#### SECTION 9 – PERSONAL MONEY

We will pay up to the amount shown in the Summary in respect of Your loss of Personal Money which occurs within seventy-two hours prior to travel and during the Period of Insurance.

#### CONDITIONS APPLICABLE TO SECTION 9 ONLY

1. Cover under this Section of the insurance applies only when Personal Money is carried by You or is deposited in a bank or safety deposit box, or in Your locked holiday accommodation in the event that there is no safety deposit box.
2. It is a condition of this Section of the insurance that in the event of loss of Personal Money, documentary evidence (e.g. bank or other exchange organisation receipts) must be provided to substantiate a claim.
3. The maximum amount payable in respect of actual cash (i.e. coins or bank notes) shall be limited to £200.

#### EXCLUSIONS APPLICABLE TO SECTIONS 8 & 9 ONLY

Sections 8 and 9 of this insurance do not cover:

1. the first £60 per person of each and every claim (separately in respect of Sections 8 and 9) other than in respect of:
  - i. Children
  - ii. spectacles and prescription sunglasses where no excess applies (the maximum excess applicable where Personal Property and Personal Money are lost, stolen or damaged as a result of the same occurrence is £60 per person per claim)
2. loss or damage arising from delay, confiscation or detention by recognised officials or authorities
3. loss of or damage to stamps, documents, contact or corneal lenses, non-prescription sunglasses, hearing aids, dentures, false limbs or fragile articles (china, glass, sculpture and the like), antiques and mobile phones
4. business goods or samples, tools or motor accessories
5. normal wear and tear, denting, scratching, damage due to moths or vermin, gradual deterioration or mechanical or electrical breakdown
6. loss or damage whilst Your Personal Property (excluding Valuables), is in the custody of a transport company or other carrier unless reported immediately upon discovery, and a report obtained (in the case of an airline, a property irregularity report must be obtained and submitted to Us, along with airline tickets and baggage tags)
7. loss of Personal Property, Personal Money, not reported to the Police (and the management if the loss occurs at Your Holiday accommodation or on any part of the grounds) within twenty-four hours of discovery, and a Police report obtained
8. loss of or damage to Personal Property, Personal Money, left unattended by You in a public place.
9. theft of Personal Property (excluding Valuables), from an unattended motor vehicle, unless left in the locked boot or locked glove compartment and there is evidence of violent, visible and forcible entry thereto
10. theft of Personal Property, Personal Money, from Your Holiday accommodation unless there is evidence of violent, visible and forcible entry thereto
11. theft of Personal Money and/or Valuables from an unattended motor vehicle
12. loss of or damage to Personal Property, whilst in the custody of a person other than those insured by this policy
13. damage to suitcases, unless rendered unusable
14. damage to sports equipment whilst in use
15. shortage due to errors, omissions, rates of exchange or depreciation in value
16. loss of travellers' cheques not reported to the issuing authority or their agent within twenty-four hours of discovery of such loss
17. loss of or damage to Valuables or Personal Money whilst carried in a suitcase or similar receptacle
18. loss of Personal Money belonging solely to You whilst in the custody of another person, unless such Personal Money is deposited in a bank or safety deposit box
19. leakage of powder or liquid, any process of cleaning, restoring or repairing
20. claims relating to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or sports equipment.

#### SECTION 10 – DELAYED BAGGAGE

We will pay up to the amount shown in the Summary for every twenty-four hour period that You remain without Your baggage subject to proof of purchase for emergency purchases of essential items of clothing or requisites, and providing Your baggage is certified by the carriers (or their handling agents) in writing to have been lost or misplaced on the outward journey for at least twenty-four hours from the time of arrival at the Holiday destination, and a property irregularity report for airlines, and an incident report for tour operators or Holiday companies obtained.

#### CONDITIONS APPLICABLE TO SECTION 10 ONLY

1. All purchase receipts must be retained in support of a claim.
2. You cannot claim under both Sections 8 and 10 for the same loss.

## SECTION 11 – PASSPORT/DRIVING LICENCE INDEMNITY

We will indemnify You up to the limit shown in the Summary in respect of essential additional travel and accommodation expenses necessarily incurred within one week prior to the Holiday and during the period of the Holiday outside Your usual country of residence, in the event of Your passport or driving licence being lost or stolen and as a result of obtaining a replacement thereof, subject always to the maximum amount shown in the Summary.

### EXCLUSIONS APPLICABLE TO SECTION 11 ONLY

Section 11 of the insurance does not cover:

- loss, destruction or damage
  - arising from confiscation or detention by customs officials or other authorities
  - due to wear and tear
  - not reported to the consular representatives of the relevant issuing country within twenty-four hours of discovery of loss, and a written report obtained
- loss from any unattended motor vehicle.

## SECTION 12 – PERSONAL LIABILITY

We will indemnify You up to the limit shown in the Summary (inclusive of costs) in respect of Your legal liability arising from Accidental Bodily Injury to third parties or Accidental loss of or damage to third party property occurring during the Period of Insurance.

In the event of Your death We will, in respect of the liability incurred by You, indemnify Your personal representatives in the terms of and subject to the limitations of this Section, provided that such personal representatives shall act as though they were You and observe, fulfil and be subject to the terms, exclusions and conditions of this Section insofar as they can apply.

### EXCLUSIONS APPLICABLE TO SECTION 12 ONLY

Section 12 of the insurance does not cover:

- anything in General Exclusions
- bodily injury or disease to any person who, at the time of sustaining such injury or disease, is engaged in Your service or to any member of Your family or anyone You are travelling with
- damage to property belonging to, or in the care, custody or control of Your family or a person in Your service
- any liability arising out of or incidental to any profession, occupation, or business
- any liability which has been assumed under contract and would not otherwise have attached
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of:
  - any motorised or mechanical vehicles including any attached trailers or caravans;
  - any aircraft (whatsoever);
  - any watercraft or vessel (other than manually propelled watercraft or vessels) or any other form of motorised leisure equipment
- any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence)
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind
- any liability arising in respect of any willful or criminal act or assault
- any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control.

## SECTION 13 – LEGAL EXPENSES

We will pay for legal expenses incurred by You up to the amount shown in the Summary in the pursuit of legal proceedings for compensation and/or damages directly arising from or out of Your Bodily Injury or death during the Period of Insurance.

### CONDITIONS APPLICABLE TO SECTION 13 ONLY

We shall have complete control over the legal proceedings and the appointment of a Solicitor.

### EXCLUSIONS APPLICABLE TO SECTION 13 ONLY

Section 13 of the insurance does not cover:

- any claim brought against Us or Our agents, Your Family or any member of Your travelling party
- legal expenses incurred prior to the granting of Our support
- any claim reported more than 90 days after the commencement of the incident giving rise to such claim
- any claim where We consider Your prospects of success in achieving a reasonable benefit are insufficient
- any claim emerging from the pursuance to a contingent fee agreement between You and Your counsel
- any claim for travel and accommodation expenses which You have incurred whilst pursuing legal action
- any claims for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence
- pursuing claims as part of or on behalf of a group or organisation.

### CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

- It is a condition that all Material Facts have been disclosed to Us. Failure to do so may affect Your rights under this insurance. Following a change in a Material Fact disclosed to Us by You during the Period of Insurance, We reserve the right to amend or cancel Your insurance, providing You with a pro-rata refund of premium. If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to Us.
- Written notice of any event which may give rise to a claim shall be given to Us (or Our claims service) within 31 days or as soon as possible thereafter after the incident giving rise to the loss. All documents, certificates and evidence required in support of a claim, including items being claimed for if required by Us, shall be produced by You, and at Your expense.
- Except with Our written consent, no person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name, and to instruct solicitors of Our own choice for this purpose.
- The due observance and fulfilment of all the terms and conditions of this insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this insurance.
- No refund of premium is allowed (other than in respect of the Premium Refund Guarantee) once the insurance has been effected. In the event that Your Holiday dates are revised to a date within three months of the original Holiday, We may, at Our discretion, agree to transfer the insurance.
- You must exercise due care and attention at all times for the safety of Your property and take all reasonable steps to prevent Accident, loss or damage.

- Our liability shall be conditional upon the observance by You of the terms and conditions of this insurance and the truth and completeness of the statements and answers supplied by You and on Your behalf. If a claim is in any respect false or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.
- This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policy holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- If at the time of any loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability, We will pay only Our rateable proportion.
- You may not transfer Your interest in this insurance.
- Each Insured Person shall be deemed to be insured separately.
- Our total liability shall not exceed the respective sums stated in the Summary.
- You shall submit to medical examination at Your expense, except post mortem which We reserve the right to have undertaken at Our own expense.
- We may, at Our own expense, take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to Us.
- This policy may be rescinded or cancelled without the consent of a third party.
- Costs will be limited to those that would have been incurred if you were a resident of the UK.
- If You have to make a claim, You must notify Us as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after this insurance expires. We will reserve the right to decline liability for any claim notified after this date.

### EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This insurance does not cover:

- claims (for You or anyone else upon whom Your Trip depends) arising directly or indirectly from:
  - travelling or acting against medical advice
  - awaiting results of tests or medical investigations
  - being on a hospital waiting list for treatment
  - having received a terminal prognosis
  - pregnancy, where the pregnancy will exceed 26 weeks by the return date of the Trip
  - anxiety, stress or depression (unless admitted as an in-patient) when travelling outside the UK, Republic of Ireland and Channel Islands.
- claims (for You or anyone else upon whose health Your Trip depends) arising directly or indirectly from failure to obtain the recommended vaccinations
- circumstances of which You are aware at the time of effecting this policy
- losses directly or indirectly occasioned by, happening through or in consequence of:
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism (except under Section 1 – Personal Accident and Section 3 – Medical or Additional Accommodation & Travel Expenses), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion
  - Wintersports, or Your participation in any activity not shown on the list of Acceptable Sports and Leisure Activities
  - alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life), willfully self-inflicted injury or harm
  - nuclear fission, nuclear fusion or radioactive contamination
  - We will not pay for any losses that are not directly associated with the incident that caused You to claim. For example, loss of earnings due to being unable to return to work following an injury or illness while on a Trip or the cost of replacing locks in the event that keys are lost while on a Trip.
  - prohibitive regulations by the government of any country
  - any unlawful act or criminal proceedings against the Insured, or any other person on whom the holiday plans depend except this exclusion shall not apply in the event of Your obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within Your occupational, professional or other similar capacity
  - the tour operator, coach operator, transport company or hotel:
    - causing a delay in the commencement of the holiday
    - levying a surcharge, thus increasing the basic brochure price of the holiday
  - failure to notify the hotel or holiday establishment, or tour operator or travel agent or booking agent or provider of transport immediately it is found necessary to cancel or curtail the travel arrangements
  - the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date other than for loss, damage, expenses or consequential loss not otherwise excluded which itself results from the operation of an insured cause (not applicable in respect of Sections 1, 2 and 3)
  - sexually transmitted diseases
  - injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof
  - Your financial incapacity
- any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission
- any property more specifically insured
- incidents which may give rise to a claim not notified in writing to Us (or Our claims service) within 31 days of the incident giving rise to the loss
- third party rights and no party other than You may claim benefit under the terms of this insurance
- failure in provision of any part of the booked itinerary including error, omission, or default by the provider of any service forming part of the booked itinerary
- any part of a claim which is unproven or unsubstantiated
- any claim when travelling against Foreign & Commonwealth Office advice.

# CAR BREAKDOWN AND RECOVERY INSURANCE



We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs. This product meets the demands and needs of those who wish to ensure their car breakdown and recovery insurance requirements are covered.

Valid for holidays commencing on or before 31 May 2011.

This Statement of Cover sets out the full Cover, Limits and Exclusions applicable to Your Insurance. WE THEREFORE STRONGLY RECOMMEND THAT YOU READ THIS STATEMENT OF COVER CAREFULLY, AND CARRY IT WITH YOU ON YOUR HOLIDAY.

**Premium Refund Guarantee:** We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Your tour operator within 14 days of issue and We will refund Your premium.

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

## SUMMARY OF COVER, LIMITS AND EXCESSES - COVER AND LIMITS ARE PER PERSON, UNLESS OTHERWISE SPECIFIED (Sub limits may apply - please refer to policy section for full details)

In consideration of the payment of the required premium and subject to the terms, Conditions and Warranty contained herein, We hereby agree to pay or provide indemnity as hereinafter set forth.

<b>SECTION 1 - ROADSIDE ASSISTANCE AND TOWING</b>	<b>Up to: £250</b>
<b>SECTION 2 - RECOVERY, CAR HIRE AND HOTEL ACCOMMODATION COSTS</b>	<b>Up to: £2,500</b>

## MEANING OF WORDS

ANY WORD DEFINED BELOW WILL HAVE THE SAME MEANING WHEREVER IT IS SHOWN IN YOUR POLICY

**Breakdown** - Shall mean the immobility of Your Vehicle as a result of mechanical or electrical failure, accident, fire or theft occurring within the Geographical Limits during the Period of Insurance.

**Consequential loss** - Unless We provide cover under this insurance, any other loss or damage or additional expense following on from the event for which You are claiming is not covered. Example of such loss, damage or accidental expense would be the cost of replacing locks after losing Your Vehicle keys or loss of earnings as a result of Your Vehicle being out of use.

**Geographical Limits** - The United Kingdom of Great Britain/Northern Ireland and the Isle of Man.

**Holiday/Trip** - Means the holiday in respect of which details are shown on the booking confirmation.

**Home** - Means Your usual place of domicile within the Geographical Limits.

**Period of Insurance - Cover under Section 2, point (a) (i) commences seven days prior to booked departure date.** All other Sections of this Insurance commence at the time and date of departure for direct travel to the Holiday destination and are valid until You arrive back at Your place of residence in the Geographical Limits by direct travel after completion of Your Holiday.

This Insurance will be extended at no extra cost for up to a further seven days if You are unable to return to Home due to circumstances beyond Your control. If You are not a United Kingdom resident, cover shall apply as if You were a United Kingdom resident. If this Insurance is effected during the Holiday, cover commences from the date on which this Insurance is effected and no cover is available in respect of the Holiday prior to that date.

**Vehicle** - Means any Vehicle we have agreed to cover or, where Personal Cover applies, any Vehicle You or Your spouse or common law partner are travelling in, provided it:

- Is either; a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the United Kingdom.
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
- Does not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7m in length (excluding any tow bar), 3m in height and 2.3m in width.
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.
- Is a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the incident.

**We, Our, Us** - AXA Insurance UK plc.

**You, Your(s), Insured Person** - All person(s) named on the booking confirmation who have paid the appropriate insurance premium. Each person is separately insured.

## GENERAL ADVICE ABOUT CLAIMS ON YOUR CAR BREAKDOWN INSURANCE

**IT IS A CONDITION OF THIS POLICY THAT IN CASE OF BREAKDOWN OR ILLNESS, YOU MUST CONTACT GREEN FLAG IMMEDIATELY AND QUOTE REFERENCE TPS 2006. SIMPLY PHONE 0141 349 1076.**

The Emergency Breakdown service operates twenty four hours a day, three hundred and sixty five days a year. You should have the following readily available: Your exact location, This Insurance Certificate, Your Schedule Reference Number, Your registration details, the year of manufacture of the Vehicle and Your Motor Insurance details. If the Vehicle is immobilised following Breakdown (as defined), upon notification of Your Motor Insurance details to Green Flag, We will arrange and pay for the assistance benefits detailed in Sections 1 and 2.

**Any incident or loss which gives rise, or may give rise, to a claim under Sections 1 and 2 of Your Insurance should also be advised immediately to: Green Flag Limited.**

**The Wharf, Neville Street, Leeds, LS1 4AZ  
Telephone: 0113 236 3236**

You will then be sent a claim form including, where appropriate, a medical certificate, which You should arrange to complete as fully as possible, including any documents such as Booking Confirmations, Cancellation Charges Invoices, Police Reports, Hotel/Transport Company Reports, Receipts and Proof of Ownership. IT IS NOT NECESSARY FOR YOU TO OBTAIN A LETTER OR CERTIFICATE FROM YOUR GENERAL PRACTITIONER BEFORE RECEIVING YOUR CLAIM FORM. If any documentary evidence is missing or incomplete, Your claim may be delayed whilst Our Claims Service requests the correct information.

**If You have to make a claim,** You must notify Us as above as soon as practicable after the incident giving rise to the claim, and in any event **no later than thirty one days after this Insurance expires.** We will reserve the right to decline liability for any claim notified after this date.

## COMPLAINTS PROCEDURE

It is Our intention to give You the best possible service but if You do have any questions or concerns about this Insurance please follow the procedure below:

Complaints regarding the sale of the policy please contact:

The Managing Director, TPS (Insurance Admin Services) Ltd, Claims Department, PO Box 132  
Leeds, LS10 9BT. Tel: 0844 573 4173 Fax: 0845 218 7192 Email: [complaints@tpsLtd.com](mailto:complaints@tpsLtd.com) <<mailto:complaints@tpsLtd.com>>

Complaints regarding a claim on the policy please contact:

The European Liaison Manager at Green Flag House, The Wharf, Neville Street, Leeds, LS1 4AZ. Tel: 0113 236 3236

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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

The Claims Manager, UK Underwriting Ltd, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800

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

## COMPENSATION SCHEME

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

**Car Breakdown & Recovery Insurance Arranged by:** TPS (Insurance Admin Services) Ltd with UK Underwriting Limited on behalf of:  
AXA Insurance UK plc. Registered Office: 5 Old Broad Street, London EC2N 1AD, Registered in England No. 78950.

TPS (Insurance Admin Services) Ltd, UK Underwriting Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

**Underwritten by:** AXA Insurance UK plc.

## COVER AND LIMITS

**THIS INSURANCE PROVIDES THE BENEFITS DESCRIBED BELOW IN THE EVENT OF:**

- 1. THE VEHICLE BEING RENDERED IMMOBILE OR UNUSABLE DUE TO BREAKDOWN (AS DEFINED)**
- 2. THE VEHICLE BEING RENDERED UNUSABLE DUE TO THE SERIOUS ILLNESS OF THE SOLE AVAILABLE DRIVER IN THE PARTY**

### SECTION 1 - ROADSIDE ASSISTANCE AND TOWING

We will pay up to £250 in respect of

- labour/call out charges involved in providing roadside assistance following Breakdown (as defined), provided there is a reasonable prospect that the roadside assistance will make the Vehicle roadworthy, **and/or**
- the cost of recovering the Vehicle to the nearest local repairer or place of safer storage from the place of Breakdown.

**NOTE:** The actual cost of parts, garage labour and material used in providing this service must be borne by You. We do not accept any liability for the acts or omissions of, or any consequential loss arising from the actions of, those persons over whom We have no direct control. This includes garages instructed by You to carry out emergency and all other repairs of any kind whatsoever.

### SECTION 2 - RECOVERY, CAR HIRE AND HOTEL ACCOMMODATION COSTS

In the event of Breakdown or the illness of the sole available driver, where Green Flag advise that Your delay will exceed eight hours, You are covered for the following costs provided they are incurred necessarily and solely as a result of such Breakdown or illness:

- if the journey/Holiday is interrupted pending completion of repairs, We will pay for:
  - hiring one equivalent Vehicle up to a maximum of £80 per day, not exceeding £1,000 in all (cover commences seven days prior to the intended date of departure), or
  - second-class rail fares to enable You to continue with the Trip or return to Your Home, or
  - Your emergency hotel accommodation, not exceeding £40 per person per day, incurred in the course of the journey to and from Your Trip
- in addition to (a) above, if the Vehicle is irreparable or cannot be repaired within the duration of the Holiday, You are also covered for one of the following:
  - recovery of the Vehicle to Your Home, or
  - expenses incurred by one person in travelling from Your Home or Holiday location to the scene of the Breakdown to collect the Vehicle
- in addition to (a) and (b) above, You are also covered for the following costs:
  - hiring one chauffeur in the event of the serious illness of the sole available driver in Your party, up to a maximum of £70 per day, not exceeding £600 in all
  - essential telephone calls up to a maximum of £5
  - necessary additional costs occurring immediately after Vehicle Breakdown up to a maximum of £50 in all during the Period of Insurance (as defined) in order to expedite repairs to the Vehicle, including the cost of emergency repairs to keep Your Vehicle in continuing use, but excluding cost of replacement parts
  - legal costs and expenses up to £1,000 arising out of an accident occurring during the course of the Trip and involving the Vehicle, including those arising out of any endeavour to recover any uninsured loss.

### IMPORTANT

We cannot guarantee that hire cars will be available and We are not responsible if they are not available. In particular, no guarantee can be made of twenty-four hour vehicle replacement.

### CONDITIONS APPLICABLE TO BOTH SECTIONS OF THIS INSURANCE

- You will at all times exercise reasonable care for the safety and supervision of the Vehicle and in the event of loss or damage occurring whilst the Vehicle is in the care of a transport company, authority, garage or hotel, You shall report in writing such loss or damage to the transport company, authority, garage or hotel.
- You will take all reasonable and practical steps to recover the Vehicle if lost or stolen and to discover and punish any guilty person or persons.
- If at the time of any loss or damage insured hereunder occurring there shall be any other indemnity or Insurance in force (whether effected by You or any other person) covering the same loss or damage, We will pay only Our rateable proportion.
- In the event of any occurrence likely to give rise to a claim under this Insurance, You will take all reasonable steps to avoid or minimise any loss arising out of such claim.
- No claim arising directly or indirectly out of financial incapacity will be admitted under this Insurance.
- It is a condition that at the start of the Trip the Vehicle is in a roadworthy condition and has been regularly serviced in accordance with the maker's instructions and recommendations.**
- It is a condition that all material facts are disclosed to Us at the time Your Policy commences and throughout the Period of Insurance. Failure to do so may affect Your rights under this insurance. A material fact is a fact which is likely to influence Us in Our acceptance or opinion of Your Insurance (for example, Your own health or that of a close relative). If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to TPS (Insurance Admin Services) Ltd on 0844 5734162.
- Written notice of any event which may give rise to a claim shall be given to Us as soon as practicable, and in any event no later than 31 days after the loss. All documents required in support of a claim shall be produced by You, and at Your expense.
- Except with Our written consent, no person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name, and to instruct Solicitors of Our own choice for this purpose.
- The due observance and fulfilment of all the Terms and Conditions of this Insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this Insurance.

11. No refund of Premium is allowed (other than in respect of the Premium Refund Guarantee) once the Insurance has been effected. In the event that Your Holiday dates are revised to a date within three months of the original Holiday, We may, at Our discretion, agree to transfer the Insurance.
12. You must exercise due care and attention at all times for the safety of Your Vehicle and take all reasonable steps to prevent accident, loss or damage.
13. Our liability shall be conditional upon the observance by You of the terms and Conditions of this Insurance and the truth and completeness of the statements and answers supplied by You and on Your behalf. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits from this Insurance, all benefits under this Insurance shall be forfeited and NO RETURN OF PREMIUM SHALL BE DUE.
14. This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
15. You may not transfer Your interest in this Insurance.
16. Each Insured shall be deemed to be insured separately.
17. Our total liability shall not exceed the respective sums stated in the Summary.
18. You shall submit to medical examinations (excluding post mortem) at Your expense.
19. We may, at Our own expense, take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of loss or damage covered by this Insurance, and any amount so recovered shall belong to Us.
20. This policy may be rescinded or varied without the consent of a third party.

#### EXCLUSIONS APPLICABLE TO BOTH SECTIONS OF THIS INSURANCE

This Insurance does not cover:

1. Breakdown due to a lack of petrol, oil or water, or frost damage or the use of a Vehicle for rally or other competition purposes
2. the cost of any repair, except as provided for under Section 1
3. the cost of petrol used in the hired Vehicle or the cost of returning hired Vehicles to the Hire Company
4. the costs of parts used in any repair
5. compensation due to delays to transport services
6. any event happening or caused outside the Geographical Limits
7. circumstances of which You are aware at the time of effecting this Policy
8. losses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether

war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion

9. losses directly or indirectly occasioned by, happening through or in consequence of alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life)
10. losses directly or indirectly occasioned by, happening through or in consequence of nuclear fission, nuclear fusion or radioactive contamination
11. any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission
12. any property more specifically insured
13. incidents which may give rise to a claim not notified in writing to Us within thirty one days of the loss
14. losses arising as a result of consequential loss of any kind
15. losses arising from prohibitive regulations by the government of any country
16. losses arising as a result of any unlawful act or criminal proceedings against the Insured, or any other person on whom the holiday plans depend (this Exclusion shall not apply in the event of Your obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within Your occupational, professional or other similar capacity)
17. persons travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment
18. in respect of persons who are not resident in the United Kingdom, where such liability would not have existed had those persons been resident in the United Kingdom
19. any loss, damage, expense or consequential loss directly or indirectly caused by, contributed to by or arising from the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date, other than for loss, damage, expense or consequential loss not otherwise excluded which itself results from the operation of an insured cause
20. third party rights and no party other than You may claim benefit under the terms of this insurance
21. failure in provision of any part of the booked itinerary including error, omission or default by the provider of any service forming part of the booked itinerary
22. claims arising directly or indirectly from any injury, illness, death, loss, or other liability attributable to Human Immunodeficiency Virus and/or any HIV related illness and/or mutant variations thereof however caused
23. any part of a claim which is unproven or unsubstantiated
24. losses, whether directly or indirectly, out of Your financial incapacity.